

**Marinwood Community Services District
PROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT is made and entered into this 17TH day of June, 2014, by and between Marinwood Community Services District, hereinafter referred to as "District" and Landesign Construction and Maintenance, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, District desires to retain a firm to provide Community Landscape Maintenance in Marinwood; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by District, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in the following Exhibits, attached hereto and by this reference made a part hereof;

- A. **Exhibit A**, the May 8th Request for Proposal for Landscape Maintenance, incorporating the completed portions submitted by contractor May 8, 2014;
- B. **Exhibit B**, Addendum No. 1 to the Request for Proposal for Landscape Maintenance, and
- C. **Exhibit C**, the Contractor's standard Grounds Care Specifications. If the Technical Specifications in Exhibit A do not address an item or issue, the Contractor's Specifications will apply.

2. FURNISHED SERVICES:

The District agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the pricing schedule submitted by Contractor in its May 8th proposal attached hereto as Exhibits A and B and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide District with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO DISTRICT:

In no event will the monthly cost to District for the services to be provided herein exceed the maximum sum of **\$\$2,985** including direct non-salary expenses, plus the cost for additional services or maintenance requested by District, at the rates set forth in Contractor's proposal. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced,

5. TIME OF CONTRACT:

This Contract shall commence on July 1, 2014, and shall terminate on June 30, 2015. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. SUBCONTRACTING:

Except as provided in Contractor's May 8, 2014 proposal, Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the District except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and District of Marin as an

additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the District evidence of same.

7. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the District.

8. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

9. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the District. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

10. AMENDMENT:

This Contract may be amended or modified only by written Contract of all parties.

11. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin District, California.

12. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold District, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

13. NOTICES:

This Contract shall be managed and administered on District's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to District at the following location:

District Manager: Thomas D. Horne _____

Location: 775 Miller Creek Road, San Rafael, CA 94903 _____

Telephone No.: 415 479-7751 _____

Notices shall be given to Contractor at the following address:

Contractor: LANDesign CONSTRUCTION + MAINTENANCE

Address: P.O. BOX 2366, SANTA ROSA, CA

Telephone No.: 707-578-2657

14. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

CONTRACTOR'S INITIALS

<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/>	Request for Proposal including Contractor's completed proposal	DA RC
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/>	RFP Addendum No. 1 dated May 1, 2014	RC
<u>EXHIBIT C.</u>	<input checked="" type="checkbox"/>	Contractor's Grounds Care Specifications NOT INCLUDED	X RC DA
<u>EXHIBIT D.</u>	<input type="checkbox"/>		
<u>EXHIBIT E.</u>	<input type="checkbox"/>		

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR:

By: Robert J. Cerri
 Name: ROBERT CERRI
 Title: Business Development Mgr

APPROVED BY

COMMUNITY SERVICES DISTRICT:

By: Thomas D. Horne
 Thomas D. Horne, District Manager



EXHIBIT "A"

Request for Proposal including Contractor's completed proposal

Marinwood Community Services District

REQUEST FOR PROPOSAL for Landscape Maintenance

May 8, 2014

Marinwood Community Services District desires to contract for the routine maintenance of its Community Landscaping as described in this request for proposal.

Proposal packages will be received until 4:00 PM, Thursday, May 8, 2014 at the Marinwood Community Center, 775 Miller Creek Road, San Rafael, CA 94903.

Any proposer who wishes his proposal to be considered is responsible for making certain that his proposal is received by the proper time. No oral, telegraphic, electronic, facsimile or telephonic proposals or modifications will be considered unless specified. Proposals received after the scheduled submittal deadline will be returned unopened.

COPIES OF THIS REQUEST FOR PROPOSAL ARE AVAILABLE BY CONTACTING THE MARINWOOD COMMUNITY CENTER AT 415 479-7751, OR BY E-MAILED REQUEST TO thorne@marinwood.org.

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ATTACHMENTS:

ATTACHMENT "A": FREQUENCY SCHEDULES

ATTACHMENT "B": LIST OF PROPERTIES WITH MAP KEYS

ATTACHMENT "C": MAP (11"x17")

ATTACHMENT "D": IMP Ordinance (Marin County Ordinance No. 3286)

General Provisions

1.1 General Project Descriptions

The work covered under this specification includes the year round maintenance of the community landscaping on properties owned or controlled by Marinwood Community Services District ("District"), on unincorporated lands in Marin County, as described in these provisions and specifications.

1.2 Drawings and Specifications

It is intended that these specifications include everything necessary to properly perform the entire work in this contract. Every item necessarily required may not be specifically mentioned or shown. Unless expressly stated, all work shall be completed in accordance with specifications and care requirements.

1.3 Pre-Proposal Conference, Site Inspection and Contractor Questions

A pre-Proposal Conference and site inspection will be held as stated below:

Location: Marinwood Community Center
775 Miller Creek Road
San Rafael, CA 94903
Date: Friday, April 25, 2014
Time: 10:00 A.M.

Inspection of additional sites will immediately follow. Allow approximately two (2) hours for complete site inspection. The purpose of this conference and site inspection is to provide a briefing on the scope of work and the specifications, and to acquaint prospective Contractors with all existing conditions, which could materially affect the cost of the bid. The District considers attendance at the scheduled Pre-Proposal Conference and site inspection vital to the preparation of a competitive and cost-effective bid, and to the understanding of the total result desired by the District. ***Contractors who fail to attend the Pre-Proposal Conference and site inspection will be disqualified.*** Contractors shall provide their own transportation to and from the various sites.

Contractors are responsible to measure and quantify landscape and building areas to be maintained prior to preparation of a proposal. Any dimensions or areas cited in the technical specifications are for general information only, and are not to be relied upon by contractors.

Questions regarding the specifications, sites or proposal process will be answered as they are received, and copied to all plan holders by e-mail as addenda, if they clarify or alter the RFP. Final questions regarding the specifications, sites, or proposal process received before 5:00 PM on Tuesday, April 29, 2014 will be answered by e-mail to all plan holders by 5:00 PM on Friday, May 2, 2014. Questions should be addressed to District Manager Thomas Horne by telephone (415 479-7751) or e-mail (thorne@marinwood.org).

1.4 Submission of Proposal

Sealed written bid proposals shall be received at the Marinwood Community Center, 775 Miller Creek Road, San Rafael, CA 94903, until 4:00 PM on Thursday, May 8, 2014. Any proposal received after this time and date shall not be considered and will be returned unopened. Contractors are required to submit written bids, in ink, on the bid form included with this proposal package. Only complete bids (including all pages of this document) submitted on this bid form shall be considered.

1.5 Responsible Parties

Representing the District in all matters regarding submission of the Request for Bid package and Technical Specifications shall be Thomas Horne, District Manager, (415) 479-7751.

1.6 Examination of Contract Documents

It is the responsibility of the contractor to carefully and thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications and addenda, herein referred to as contract documents. Contractor shall satisfy himself as to the character, quantity and quality of work to be performed and materials, labor supervision, equipment and appurtenances necessary to perform the work as specified by the contract documents. The failure or neglect of the contractor to examine the documents shall in no way relieve him from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the District may rely that the contractor has thoroughly examined and is familiar with the contract documents. The failure or neglect of a contractor to receive or examine any of the documents shall in no way relieve the contractor from any obligations with respect to the proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

1.7 Withdrawal of Proposal

No bids submitted may be withdrawn within sixty (60) calendar days after the submittal deadline. Bids submitted prior to the submittal deadline may be withdrawn only by written request of the Contractor.

1.8 Addenda to the Request for Proposal

Any changes, additions, deletions or clarifications to this proposal package, including the general/special provisions and specifications, shall be made by written addendum to the Request for Proposal. Such addendum shall be issued by the District Manager and will be made available to all prospective Contractors in possession of the proposal package. Addenda issued within five (5) calendar days of the bid opening date/time may be cause for extension of the bid in order to allow prospective Contractors sufficient time to prepare their bids.

1.9 Contract Term

The contract term shall be for one (1) year beginning July 1, 2014 with an option to continue for three (3) years in one-year increments, by mutual consent of the District and Contractor.

1.10 Invoicing and Payment to Contractor

Payments will be monthly in the amount of one hundred per cent (100%) of the value of service satisfactorily completed during the month, upon receipt and approval of invoice within thirty (30) calendar days. Contractor shall submit an invoice in duplicate to the following address:

Marinwood Community Services District
775 Miller Creek Road
San Rafael, Ca 94903

1.11 Taxes

Contractor shall calculate payment for all sales, unemployment, old age pension and other taxes imposed by local, city, state or federal law, and shall include such expenses in the total contract price.

1.12 Working Hours

The Contractor shall schedule landscape maintenance working hours to coincide with a normal five (5) day, forty (40) hour, workweek, Monday through Friday (Saturdays with pre-approval). Work hours shall comply with County of Marin ordinances governing noise arising from construction works and maintenance works.

Except in emergencies, no work shall be performed at the District facilities during other days or during other hours without the approval of the District.

1.13 Change Orders

The District may at any time, without notice to any sureties, by written change order, make any change in the work specified in the resulting Purchase Order, including but not limited to changes:

1. In the general/special provisions and terms and conditions of the Purchase Order.
2. In the written specification (incl. Drawings)

<p>No Order, Statement or Conduct, Written or Oral, Shall be Treated as a Change Order Unless in Writing and Signed by Both Marinwood Community Services District and the Contractor.</p>
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1.14 Pricing

Prices quoted shall be firm and fixed through the first (1st) year of the term. The District will require a thirty (30) day notice given before a price increase with documentation for the increase. If the District elects to bid out again, a sixty (60) day notice will be given.

When applicable, total amount quoted shall be F.O.B. County of Marin, including all freight and/or delivery charges and sales tax applicable in unincorporated Marin County.

1.15 Award of Proposal

Award of proposal, if awarded, shall be made by the District to the responsible contractor or contractors offering the most advantageous proposal after consideration of all evaluation criteria specified herein. Award will not be based on price alone. An Evaluation Committee will be established by the Board of Directors of the District to evaluate all proposals received in accordance with the evaluation criteria. The District reserves the right to establish weight factors to be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of proposal.

Marinwood Community Services District reserves the right to award in the best interest of the District, to reject any and all proposals, and to award a bid separately for any of the portions of the work, and to waive any informalities and minor irregularities in the proposals.

1.16 Statement of Experience and Qualifications

The successful Contractor may be required, upon request of the District, to prove that they have the skills and experience and that they have the necessary facilities and ample financial resources to perform the contract in a satisfactory manner and within the required time. This includes demonstration of IPM and water management qualifications and capabilities for landscape maintenance.

1.17 References

The Contractor shall provide a minimum of three (3) references from similar services performed for any local government clients within the last three years using the "Reference Requirement form on Page 19. Information provided shall include:

1. Client name
2. Project description

3. Project dates (starting and ending)
4. Technical environment
5. Client project manager name and telephone number

Contractors are encouraged to provide references from public agency clients such as cities, counties and special districts who, like Marinwood CSD, must balance cost with service levels desired by the community.

1.18 Permits and Licenses

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to and necessary for the lawful prosecution of the work. Licenses required shall include, but not necessarily be limited to State Landscape Contractors License; State Qualified Pest Control Applicators License. Contractor is reminded to submit written recommendations by a Licensed Pest Control Adviser for all agricultural applications of pesticides. The Contractor may be required to furnish written proof of necessary licenses.

1.19 Subcontractors

(a) Each portion of the work shall be performed by an organization experienced to do work in that particular field and no portion of the work shall be reserved by the Contractor to perform unless the Contractor is equipped and experienced to handle it properly. Each bid shall include a complete list of subcontractors proposed for each portion of the work.

(b) No portion of contracts or subcontracts shall be assigned, transferred or sublet without the consent of the District.

(c) If the Contractor fails to specify a subcontractor for any portion of the work, they shall be deemed to have agreed to perform such portion themselves. They shall not be permitted to subcontract that portion of the work except in cases of public emergency or necessity and then only after the finding of the awarding authority has been publicly recorded.

1.20 Materials

All materials shall be new, shall be the manufacturer's latest products, and shall be first quality in keeping with the highest standards of the industry. The Contractor shall replace all defective materials to the satisfaction of the District at no additional cost to the District.

1.21 Workmanship

All work shall be performed by skilled craft persons to the highest standards of the industry. The Contractor shall provide the services of an experienced supervisor who shall be in charge of the work.

1.22 Storage

A limited amount storage space will be available for landscaping equipment and materials. Agricultural chemicals may not be stored on District property, except for specified periods not to exceed 72 hours, with written approval the District representative.

1.23 Liquidated Damages

An authorized management representative of the District shall insure that all services are provided in a timely professional manner as required by these specifications. Such authorized management representative shall notify the Contractor of all discrepancies and request Contractor to respond in a

specified time to correct discrepancies. Failure by the Contractor to respond to correct a discrepancy shall be cause for a pro-rate deduction from the monthly invoice.

When the Contractor fails to respond to either a verbal or written request to correct discrepancies to be corrected within a specific time limit established, an "outside" Contractor or District employee(s) may be requested and dispatched to the site to provide the required services or corrective work in accordance with instructions furnished by the authorized management representative. The Contractor who failed to respond shall incur the total cost per the "outside" Contractor's invoice or the total hourly cost, including benefits, of the District employee(s).

Alternately, liquidated damages in the amount of one hundred dollars (\$100.00) for each and every day that the Contractor fails to perform may be assessed to cover damages sustained by the District by reason of such failure. Such amount(s) shall be deducted from the Contractor's monthly invoice. Additionally, the District reserves the right to withhold from any monthly payment due there under sufficient funds to discharge any delinquent accounts of the Contractor resulting from work under this contract.

1.24 Assignment and Subcontracting

The Contractor shall have no right, authority or power to sell, mortgage, or assign the resulting Contract, or any interest herein, nor any right, power of authority to allow, or permit any other person or persons or organizations to have any interest in or use any part of the rights or obligations granted there under for any purpose whatsoever without the prior written consent of the District. Neither the Contract, nor any interest created thereby, shall pass by operation of law to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or any claim there under to any other party or parties, except as expressly authorized by the District.

1.25 Indemnification

Contractor agrees to release, indemnify, hold harmless, and defend District, its officers, agents and employees from and against any and all claims, demands, liability, lawsuits or other action for damage or injury to persons or property arising out of or in any way connected with the Contractor's operations under this agreement, or the performance of this agreement by Contractor or its officers, employees, partners, directors, or agents.

1.27 Insurance

Contractor shall maintain a commercial general liability insurance policy in the amount of one million dollars (\$1,000,000.00). Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000.00. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless the District specifically consents to a "claims made" basis. Marinwood Community Services District, its officers, agents and employees shall be named as an additional insured on the commercial general liability policy. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to District prior to commencement of work, and said certificate with endorsement shall provide for ten (10) day advance notice to District of any termination or reduction in coverage.

Nothing herein shall be construed as a limitation of Contractor's liability, and District agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this contract will constitute a material breach of the agreement. In addition to any other available remedies, District may suspend payment to the

Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

1.28 Worker's Compensation

Contractor acknowledges that it is aware of the provisions of the Labor code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. A copy of the certificates evidencing such insurance shall be provided to District prior to commencement of work.

1.29 Nondiscriminatory Employment

Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances

1.29 Conformity with Law and Safety

(a) Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including Federal, State, Municipal and Local Governing Bodies having jurisdiction over the scope of services or any part hereof, including all provisions of the Occupation Safety and Health Act of 1979 and all amendments thereto, and applicable Federal, State and Local Government Safety Regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall indemnify and save District harmless from any and all liability, fines, penalties and consequences arising from any non-compliance or violations of such laws, ordinances, codes and regulations.

(b) Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this agreement, Contractor shall immediately notify the District by telephone. Contractor shall promptly submit to the District a written report, in such form as may be required by the District, of all accidents which occur in connection with this agreement. This report must include all of the following information:

1. Name and address of the injured or deceased person, and
2. Name and address of Contractor's subcontractor (if any), and
3. Name and address of Contractor's Liability Insurance Carrier, and
4. A detailed description of accident and whether any of District's equipment, tools, or material were involved.

1.30 Attorneys Fees

If any action at law or inequity is brought to enforce or interrupt the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

1.31 Right to Audit

The District shall have the right of audit and inspection of the Contractor's business records at any time during the term of this agreement. Contractor shall have readily available all records related to the performance of the agreement and shall provide office space as may be required for the District to audit these records.

1.32 Governing Laws

This Request for Proposal and the resulting purchase order shall be governed by all applicable federal, state, and local laws, codes, ordinances, and regulations including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, EEOC, DFEH, the California State Department of Health Services, and the County of Marin Environmental Health Department. This contract shall be in accordance with the substantive and procedural laws of the State of California.

1.33 Termination for Default – Time Extension for Delay

If the Contractor fails or refuses to prosecute the work, or any separable part therefore, as to insure that the services specified will not be completed and/or delivered within the time specified in the Bid Documents and Purchase Order, the District may, by written notice to the Contractor, terminate its right to proceed with the work or such part of the work as to which there has been a delay. The Contractor and its sureties shall be liable to the District for liquidated damages, or if no liquidated damages are so provided, then for any damages to the District resulting from the Contractor's failure or refusal to complete/deliver the items within the specified time.

Time extension for delay may be allowed the Contractor by the District for any delay in the completion/delivery of specified services which arises from enforceable causes beyond the control of the Contractor and without fault or negligence of the Contractor, including but not restricted to such causes as the act or negligence of the District, stormy or inclement weather in which specified work cannot be done, Strikes, Boycotts, Acts of God, Acts of the Public Enemy, Acts of Government, Fire, Flood, Epidemics, Freight Embargo, or Delays of Suppliers which arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

1.34 Termination for Convenience

The District reserves the right to terminate the contract at any time, for the convenience of the District, without penalty or recourse, by giving written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and supplies delivered to and accepted by the District pursuant to the contract prior to the effective date of termination. Termination compensation cannot exceed the monthly service fee, and the termination nullifies the remaining months of the contract.

1. Termination for lack of funding: The District reserves the right to terminate any contract if the District loses funding during the term of the contract.
2. Termination for non-performance: The District may terminate the contract in whole or in part if delivery or performance is repeatedly unsatisfactory. Unsatisfactory performance includes but is not limited to:
 - a. Repeated failure to respond within requested time-frame
 - b. Failure to perform services when promised or expected
 - c. Inability to reach Contractor contact; lack of customer service
 - d. Failure to abide by Marin County IPM Ordinance & Policy

1.35 Independent Contractor

The Contractor agrees and certifies that they or any of their agents, servants, or employees is not an agent or employee of the District. The Contractor is an independent solely responsible for Contractor's acts. The resulting Contract shall not be construed as an agreement for employment with the District.

1.36 Supplemental and Additional Work

Supplemental and Additional work not covered by this contract may be required at the listed facilities.

This may include, but is not limited to, removal of hazardous trees, landscape renovation, structural repair, repair of vandalism, building maintenance and cleaning services, and pool maintenance and repairs as not covered in these specifications. Upon request from District's Representative, Contractor shall furnish an estimate based on time, materials, equipment time, and mileage. District's Representative may, when necessary, issue to the Contractor notice to perform additional and supplemental work. Upon receipt of said notice, Contractor shall commence work within twenty-four (24) hours unless otherwise instructed by District's Representative. Nothing in this contract shall preclude District's option to obtain estimates, labor and/or services from any other contractor for additional and supplemental work described herein.

Contractor shall submit hourly wage rates for employees, hourly equipment rate, and mileage rate required for additional supplemental work using the attached forms, Landscape Bid Item "B" (Attachment "A"). These rates shall be used to determine the actual cost of such work performed when estimated on a time, material, equipment time, and mileage basis.

Contractor will include an itemized invoice for any additional and supplement work required in this regular monthly statement. Such invoice shall include: date(s) and location of work, total hours for each class of workmen required, equipment time, Contractor's material cost, Contractor's material mark-up, mileage, and date of authorization to proceed. Upon receipt of said invoice for additional and supplemental work performed, District shall process charges and include additional payment with its regular monthly payment.

1.37 Non-Appropriation of Funds

The District warrants that it has funds available to remit payments on the resulting Purchase Order at the time the purchase order is executed. Should appropriated funds during the term of the Purchase order become unavailable for the purpose of the Purchase Order, the District may cancel the Purchase Order by providing the Contractor with written notice. Such notice shall release both the District and Contractor from all obligations under the Purchase Order, and Contractor shall refund the District the balance of any advance payment made for orders of goods and/or services which are outstanding or which have not been received by the District.

****End of General Provisions*****

REQUIREMENTS FOR CONTRACTORS

1. LICENSES

All Contractors and their Subcontractors shall be licensed at the time of the proposal date by the Contractors State License Board of the State of California to perform the work, if such work lawfully requires such licensing.

2. TAXES

Contractors shall calculate payment for all sales, unemployment, old age pension and other taxes imposed by local, city, state or federal law, and shall include such expenses in the total amount bid.

3. PAYING OF PREVAILING WAGES

The Community Services District has been provided with a determination of the prevailing rates of wages applicable to the provision of the specified services which is on file in the offices of Marinwood Community Services District, copies of which may be obtained from the District Manager. Said rates are based on an eight (8) hour day, forty (40) hour week, except as otherwise noted and currently in effect. Existing agreements between the Building Trades and Construction Industry groups relate to wages, overtime, holidays and other special provisions shall be strictly observed. In compliance with the provisions of Section 1776 of the Labor Code of the State of California, as amended, the Contractor and each of his Subcontractors shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice or worker employed by them in connection to provision of the specified services. Said records shall be available for inspection at all reasonable hours, and copies shall be made available to the employee or his authorized representative, the State Division of Labor Standards Enforcement, the State Division of Apprenticeship Standards, and the District.

4. INDEMNIFICATION

Contractor agrees to release, indemnify, hold harmless, and defend the District, its officers, agents and employees from and against any and all claims, demands, liability, lawsuits or other action for damage or injury to persons or property arising out of or in any way connected with the Contractor's operations under this agreement, or the performance of this agreement by Contractor or its officers, employees, partners, directors, or agents.

5. INSURANCE

Contractor shall maintain a commercial general liability insurance policy in the amount of one million dollars (\$1,000,000.00). Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000.00). Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless District specifically consents to a "claims made" basis. Marinwood Community Services District shall be named as an additional insured on the commercial general liability policy. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to District prior to commencement of work, and said certificate with endorsement shall provide for ten (10) day advance notice to District of any termination or reduction in coverage.

PC By initialing in the space provided, Contractor warrants that the services to be provided under this Contract do not require the use of any type of vehicle by Contractor.

Nothing herein shall be construed as a limitation of Contractor's liability, and District agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this contract will constitute a material breach of the agreement. In addition to any other available remedies, District may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

6. WORKER'S COMPENSATION

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. If Contractor has employees, a copy of the certificates evidencing such insurance shall be provided to District prior to commencement of work.

PC By initialing in the space provided, Contractor warrants that no employees will be used in providing the services under this Contract.

7. NONDISCRIMINATORY EMPLOYMENT

Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. GENUINE BID

The Undersigned hereby certifies that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or business not herein named, and that he has not directly or indirectly induced or solicited any other bidder to furnish a sham bid, or any other person or business to refrain from bidding, and that he has not in any manner sought by collusion to secure himself an advantage over any other bidder.

Contractor has read and understands the foregoing and agrees to be bound by all of the foregoing terms and conditions.

LANDESIGN C+M Inc.
Contractor (Firm Name)

Ruth Chen
Signature

5/6/14
Date

Technical Specifications

Community Landscaping: Center medians, roadside berms, traffic islands, community entry landscaping, and pedestrian lanes

The Community Services District has approximately 1.5 miles of landscaped center medians. None have irrigation systems. Only the 0.25 miles fronting Marinwood Park require regular pruning of shrubs and occasional pruning of trees to ensure sight lines for traffic.

At Lucas Valley Road and Las Gallinas Avenue, and at Miller Creek Road and Marinwood Road, there are landscaped beds around "Marinwood" community entry signs.

In Lucas Valley Estates, along Lucas Valley Road, there are landscaped berms along Lucas Valley Road, landscaped beds on the west side of Bridgeway Drive north and south of Creekside Drive, and several stretches of roadway where weeds must be controlled..

At the intersections of Lucas Valley Road and Miller Creek Road, Sequeira Road, and Huckleberry Road, there are small landscaped traffic islands.

The District owns and maintains sixteen pedestrian lanes, totaling 48,200 sq.ft. in area, with paved sidewalks bordered by trees and shrubs. The lanes run between residential parcels to connect adjacent streets, typically for access to schools and parks.

1. Special Provisions

1.1 Desired outcome

The intent of these technical specifications is to have all subject landscaped and maintained areas present an attractive, weed free, well-maintained appearance for the community of Marinwood. This outcome will be assessed monthly in the meetings and reporting as detailed in Section 7 below.

1.2 Employee Appearance, Contractor Identification

Contractor's employees, while on the premises, shall present a neat, clean appearance, and shall wear clothing and/or name tags identifying the Contractor. Contractor's vehicle shall bear the Contractor's name and insignia.

1.3 Damage or Theft

Turf, plant life, fixtures, or equipment, which have been damaged, killed, or fail to retain healthy growth as a result of Contractor's operations, negligence, or chemical use, shall be replaced at his expense. Damage caused by means beyond Contractor's control shall be corrected by Contractor at District's expense upon receipt of District authorization to proceed, except damage to certain portions of irrigation systems (see 5.4).

1.4 Integrated Pest Management

Marin County Ordinance (Attachment "D", especially boxed in areas) shall be the guiding document for all applications of chemical pesticides. **Pesticide use at these sites shall be limited to county approved Organic Eco-exempt materials.** Material for weed eradication and pest control shall be only category III and IV herbicides, non-corrosive, non-staining, and shall not leave a flammable residue. Pesticides shall be EPA and California Department of Agriculture approved and used in strict accordance with manufacturer's recommendations, Federal, State, and local laws. Four (4) days prior to any pesticide application, any area to receive a pesticide application shall be posted to notify the public except those

areas specifically noted in the ordinance. Chemical application must use least toxic methods and be used as the last resort.

1.5 List of Materials

Within thirty (30) days after award, the successful bidder shall furnish to District for approval a list of fertilizers, herbicides, insecticides, and other chemicals they proposes to use at each work site. They shall also furnish a sample label and a MSDS for each product. Contractor shall use only District approved materials.

1.6 Work Schedule

Within thirty (30) days after award, the successful Contractor shall furnish to District a work schedule indicating the days of the week and dates when each site will be visited. This schedule may be adjusted if unanticipated changes arise during the term of this contract by notifying the District in writing at least four (4) days prior to any work date change. The frequency of visits may reflect seasonal variations.

1.7 Utilities, Water Conservation, Irrigation Management

Community landscape plots do not have irrigation systems. Contractor shall irrigate by tank as necessary to maintain plant vigor.

Irrigation management is a critical component of this project. This requires that the Landscape Maintenance manager be trained in advanced water management techniques.

Frequency and duration of irrigation cycles should be reviewed on regular basis (minimum twice per month between March and October) in relation to prevailing seasonal and climatic conditions. The Contractor is responsible for adjusting irrigation schedules in response to prevailing weather patterns and is responsible for any damage resulting from improper irrigation management.

1.8 Mulch

Contractor will maintain shredded redwood bark or other mulch with matching material. The mulch will be maintained at 3"- 4" thick on sites to prevent the growth of weeds and to retain moisture. The unit price will be for areas with moderate ease of access. District may ask contractor to place mulch at contract sites which do not have mulch, at unit prices specified in the proposal.

1.9 Emergencies

Contractor shall supply District with a twenty-four (24) hour telephone number at which they or one of their employees can be reached for emergency work. Such work may include, but is not limited to, removing fallen trees or closing irrigation valves in event of line breakage. Contractor shall be proactive in preparing and planning for adverse conditions, including wind and heavy rains. Periodic inspections for hazardous conditions during such events are expected.

1.10 Inspection

Contractor shall inspect all sites with District's representative weekly during the first two months of this contract and thereafter in accordance with the frequency schedule. District's representative shall report maintenance discrepancies to Contractor and these must be corrected within seven (7) days. All maintenance records shall be available for inspection by District's representative.

1.11 Frequency Schedules

The Frequency Schedules provided in these specifications are based on the estimates of CSD staff, and are intended to be suggestions only, to assist in preparation of proposals. The work frequency shall be sufficient to meet the outcome stated in Section 1.1 above.

1.12 Hazardous Conditions

Contractor shall notify District's representative of any potentially hazardous conditions as noted at sites. Contractor shall be proactive in making necessary repairs to areas under its care to ensure safety. Contractor shall notify District immediately of any injuries occurring on District property. No work materials should be left unattended.

2. Tree Care

2.1 General

All trees shall be maintained in a healthy, vigorous, aesthetically pleasing condition through the use of good horticultural methods and practices and in accordance with the frequency schedules.

2.2 Irrigation

Trees not in irrigated zones shall be deep watered by the application, at long intervals, of sufficient quantities of water to replenish water in the root zone of the plant. Basin modifications may be required.

2.3 Pruning

Trees shall be trimmed and shaped as necessary to maintain a natural appearance according to ISA Standards. Heading cuts shall not be made. Suckers and water sprouts shall be removed. Dead or diseased branches shall be removed from trees whenever observed. Maintain safe, adequate clearance for vehicle and pedestrian traffic where appropriate. All pruning debris shall be removed from the site immediately after work is completed. The Contractor shall not be responsible for pruning higher than 15 feet into any tree.

2.4 Staking & Tying

Trees requiring guys, stakes, or special care shall receive necessary preparations prior to the time that seasonal winds or rain occur to insure that plant material is not damaged. Contractor shall note that in the Marinwood area, seasonal high winds are to be expected. Tree ties shall be inspected and replaced, insuring that they are not girdling or otherwise damaging trees. All trees, which require re-staking, will be done by the U.C. Extension specifications. All unnecessary stakes and ties will be removed.

2.5 Tree IPM

Contractor shall keep pests at an acceptable level by utilizing integrated pest management methods that conform to County of Marin IPM Ordinance. (Attachment "D"). Contractor's attention is called to the proximity of many managed areas to Miller Creek and its tributary drains.

3. Shrub, Groundcover, and Planted Beds

3.1 General

All shrubs shall be maintained in a healthy vigorous, aesthetically pleasing condition through the use of good horticultural methods and practices and in accordance with the frequency schedules.

3.2 Irrigation

Sufficient quantities of water to replenish water in the root zone of the plant shall be applied. Basin modifications may be required.

3.3 Pruning

Shrubs shall be thinned and shaped as necessary to maintain a natural appearance. Vines shall be trained to cover the framework provided. Dead or diseased branches shall be removed from plants whenever observed. All pruning debris shall be removed from the site immediately after work is completed.

3.4 IPM

Contractor shall keep pests at an acceptable level by utilizing integrated pest management methods according to County of Marin IPM Ordinance (Attachment "D"). Contractor's attention is called to the proximity of many managed areas to Miller Creek and its tributary drains.

3.5 Weed Control

Contractor shall remove by hand weeding and cultivation all weeds at the seedling stage. All existing mulched areas will be maintained at 3" to prevent weed growth. Areas to be newly mulched will be a high priority and be considered additional work beyond the scope of maintenance. Herbicides, when used according to the ordinance, will be applied at the seedling stage per the U.C./Growers I.D. Handbook as a last resort. Herbicides will only be applied when wind conditions permit.

3.6 Plant Debris

Contractor shall rake and remove fallen leaves from planted beds as necessary.

4. Roadsides

Contractor will cut weeds along sidewalks and roadways in Lucas Valley Estates where CSD-owned and maintained property, including Miller Creek and tributary drainages, front along roadways. The areas are shown on the Map and listed on the Table of Maintained Properties. Weeds will be cut with string trimmers and mowers to a distance of up to 6 feet from the edge of the sidewalk or roadway, unless noted otherwise in the Table of Maintained Properties. Weeds should be maintained at no more than 3" height in winter, and in the summer should be maintained at no more than 4".

5.1 IPM

Contractor shall keep pests at an acceptable level by utilizing integrated pest management methods according to County of Marin IPM Ordinance (Attachment "D"). Contractor's attention is called to the proximity of many managed areas to Miller Creek and its tributary drains.

5.2 Irrigation

Community landscape plots do not have irrigation systems. Contractor shall irrigate by tank as necessary to maintain plant vigor.

5.3 Raking and blowing

Contractor shall Rake or blow off pedestrian walkways monthly.

6. Miscellaneous Maintenance

6.1 Litter Pickup and Removal

Contractor shall pick up all litter in maintained areas as part of any maintenance.

6.2 Pavement Maintenance

Contractor shall sweep all sidewalks, gutters and parking lots as indicated on the frequency schedules. Using a blower may be substituted for sweeping as long as debris is blown into a pile and removed the same day. Contractor will not be responsible for asphalt/concrete repair.

6.3 Drainage

Contractor shall inspect and clean any catch basins, open ditches, and drain pipes to insure proper flow of water. Branches bark, debris and leaves shall be removed.

6.4 Decomposed Granite Surfaces

Contractor shall rake and compact material to maintain an even surface. Contractor shall remove all weeds from these areas.

6.5 Green Waste Disposal

All cut plant materials from pruning, tree trimming and raked clippings from turf mowing must be taken to a disposal site for composting or recycling, at Contractor's expense.

6.6 Other Conditions

Contractor will immediately notify the District of any conditions that may constitute a hazard or nuisance to the public.

7. Communications and Reporting

7.1 Contractor shall provide the following monthly reports

- a. Monthly Pesticide Use Report
- b. Monthly Landscape Maintenance Plan
- c. Monthly Landscape Maintenance Report, to be presented with the monthly invoice
- d. Monthly Irrigation Scheduling Form (in season and if applicable)

Report forms are provided in the Appendices to this document. The Contractor's own forms may be used with the consent of the District.

7.2 Emergency Contacts

The Contractor shall be readily available by telephone during work hours. In addition, the Contractor shall provide the District with a list of emergency telephone numbers where he/she can be contacted after normal working hours, on weekends and on holidays. Emergency calls shall be considered as part of maintenance, and shall not be considered as extra work, except in the case of vandalism or damage beyond the Contractor's control. Response time, to any site, shall not be more than 60 minutes.

7.3 Non-interference with Facility Operations

The Contractor will perform all necessary work as provided for in this agreement so as not to interfere with the normal operation or activities of the Marinwood Community Center, Parks, Pool and Fire Department. If the Contractor finds that in order to perform any required work it is necessary to block or restrict access to an area, driveway, or road, the contractor must inform the District representative at least 48 hours in advance to permit any necessary coordination with District staff.

The Contractor will make themselves aware of holidays and other work routines within the facilities and conduct his/her work in such a manner as to cause no interference with the execution of District business or activities. The Contractor will be provided a schedule of swim meets at the pool, and community activities in the park, and will coordinate irrigation and work with the District Representative and/or staff. The District acknowledges that its Summer Day Camp programs produce heavy wear on turf and facilities, and District Representative will work with Contractor to plan maintenance to minimize damage.

7.4 Monthly Progress Report and meeting

By the tenth day of each month, the Contractor's representative who directly oversees this contract will meet with the District Representative to go over invoicing, previous month's work reports, current month's work schedule, District activities and operations which could affect maintenance activity scheduling, and scheduling of routine facilities inspections.

*****End of Technical Specifications*****

EXCEPTIONS TO THE SPECIFICATIONS

CONTRACTORS ARE REQUIRED TO STATE ANY EXCEPTIONS TO THE PARKS AND FACILITIES CARE REQUEST FOR PROPOSAL, AS SPECIFIED HEREIN, IN THE SPACE BELOW; ANY EXCEPTION TAKEN SHALL BE FULLY DESCRIBED TO ALLOW THE DISTRICT TO EVALUATE ITS ACCEPTANCE.

SPECIFICATION SECTION

EXCEPTION

SPECIFICATION SECTION	EXCEPTION
	NO EXCEPTIONS

LAND DESIGN
CONTRACTOR REFERENCES

Client Name SISTERS OF St. Joseph
Project Description SANTA ROSA MEMORIAL HOSPITAL
Project Dates (starting and ending) _____
Technical Environment _____
Client Project Manager Name & Telephone # TONY STILMAN
707-525-5373

Client Name FOCUS REAL ESTATE
Project Description STONEPIECES HOA
Project Dates (starting and ending) _____
Technical Environment _____
Client Project Manager Name & Telephone # KATIE DE JONG
707-544-9443

Client Name PELL DEVELOPMENT
Project Description PELL PLAZA (NOVATO)
Project Dates (starting and ending) REGENCY CENTER (NOVATO) ✓
Technical Environment _____
Client Project Manager Name & Telephone # JIM DOLINSEE
915-310-2915

Client Name STARRY KNOLL H.O.A
Project Description COMMON AREAS
Project Dates (starting and ending) _____
Technical Environment _____
Client Project Manager Name & Telephone # TOM GARDNER
707-537-2200

Client Name CITY OF PETALUMA
Project Description LAD'S, MEDIUMS, ETC.
Project Dates (starting and ending) _____
Technical Environment _____
Client Project Manager Name & Telephone # RON DENICOLO
707-975-5798 ✓
A

BACKGROUND/HISTORY/ EXPERIENCE AND QUALIFICATIONS

FACILITIES AND LANDSCAPE MAINTENANCE SERVICE

Contractor shall describe background, history, experience, and qualifications as detailed under Section 1.16 on page 3. Please include with your proposal descriptive literature which detail the experience and qualifications you provide. Bid responses that do not include this information may be rejected.

- **Proposer or his subcontractor must have a minimum of three (3) years experience for each area of service – landscape maintenance, building janitorial maintenance, and pool operation**
- **State Landscape Contractor's License**
- **IPM Experience & Training**
- **An "ISA Certified Arborist" on the project team**
- **A State Qualified Applicator's License & Business License on the project team**
- **Water Irrigation Management Experience & Training**
- **Description of abilities and experience of project manager and additional key staff members.**

9 PAGES INSERTED
BELOW!

STONEFIELD CONDOMINIUM ASSOCIATION

3936 Mayette Avenue

Santa Rosa, CA 95405

Ph: (707) 544-9443 Fax: (707) 544-5418

November 18, 2011

Dear Jon Goldey,

I am writing to you, on behalf of the Board of Directors of Stonefield Condominium Association, to let you know how happy we are that Landesign is now our Landscaping Company. Changing landscaping companies was a big step for us since we had the same landscaper for over 10 years. Over this time, our landscape had changed and become so overgrown that we decided we needed a larger, more efficient company.

This summer we chose Landesign not based solely on price but because other customers had recommended you so highly and because Bob Cerri did such a good job of explaining, in detail, what Landesign could and would do for Stonefield. He seems genuinely committed to helping us improve the landscape.

I would like to let you know that Martin, as crew leader, and Gerardo and Maximo have met all our expectations. They seem to be diligent, knowledgeable and enthusiastic about their work and have done all of the landscaping quickly and efficiently. They are respectful towards our residents and take obvious pride in their work. Every time that we have interacted with Martin, he has been more than eager to accommodate our request or to answer our questions. They all obviously know what they are doing and do it in a most professional manner.

The two days of additional work we had done, that was lead by Fedencio and his crew, was also excellently and professionally done. When I met with Maurillio and Juvenal, both of whom were evaluating our irrigation system, I was equally impressed with their attitude and eagerness to improve Stonefield's landscape.

We have received nothing but positive feedback from our residents; there have been no complaints at all. Please pass on to your employees that we are absolutely satisfied with the work they are doing and are looking forward to a long association with Landesign.

Sincerely Yours,

Lorie Barry

Lorie Barry, President, Stonefield HOA



“Experts In Our Field”

P.O. Box 2326
Santa Rosa, CA 95405

Phone (707) 578-2657
Fax (707) 578-2658
www.landscape-inc.com

Company Profile

General Business Profile

Incorporated: 2008
State Corporation ID#: 2935689
Federal Tax ID# 20-8019493
Dunn & Bradstreet# 942914656
Years in Business Started in 1990

Licenses and Credentials:

California Contractors License 402582
Qualified Applicators License 100338
QWEL Qualified Water Efficient Landscaper Certification
EPA Partners

Revenues:

Average volume of work over last 5 years: 3.5 million per year

Services:

Landscape Construction
Landscape Maintenance
Irrigation
Tree Care

Service Areas:

Sonoma
Marin

Experience:

- 1.) Length of time involved in landscaping services: 25 years
- 2.) Experience of key personnel: Average of 8 years
- 3.) Number of staff qualified in landscaping services: Average of 45



Membership and Associations:

PLANET Landcare Network
CLCA California Landscape Construction Association
SCA Sonoma County Alliance

Awards and acknowledgements:

2011 1st Place for Custom Residential Landscape Installation for Gallaher Residence
2011 1st Place for Large Residential Landscape Maintenance for Gallaher Residence
Recognition Award for Seghesio Winery Small Commercial Landscape Installation

2010 1st Place for Small Commercial Landscape Maintenance for Dutcher Crossing Winery
2010 1st Place for Large Commercial Landscape Installation for Pacheco Plaza
Recognition Award for Small Residential Landscape Installation for Civian Residence

2009 1st Place for Large Commercial Landscape for Varenna at Fountaingrove
2009 1st Place for Large Commercial Landscape Maintenance for Vineyard Creek
Apartments

2008 1st Place for Large Residential Landscape Installation for the Ratto Estate
2008 1st Place for Large Residential Landscape Maintenance for Ratto Estate
2008 1st Place for Special Effects for Fitzgerald Residence
2008 1st Place CLCA North Coast Chapter Award Winners Of Large Commercial Landscape
Maintenance
2008 NBBJ North Bay Business Journal Top Project Awards

2007 1st Place CLCA North Coast Chapter Award Winner of Unlimited Residential
Maintenance

2007 NBBJ Top Commercial Landscape Contractors Award

Present activities and # of projects:

Varenna, City of Santa Rosa, Burbank Housing,
Sisters of St. Joseph Memorial Hospital, 80 landscape sites being managed with H.O.A.'s,
Eugene Burger Management Company, shopping center, apartments and commercial
buildings, and high end residential properties.

Types of equipment being used:

Mowers (multiple sizes), Kubota tractors with implements, Takeuchi Excavator, utility
trucks, dump truck, weed eaters, power pruners, blowers and hand tools.

Financial Profile

1. Banking References:
First Community Bank
Barbara Larson-Loan Officer
438 First Street, Santa Rosa, CA 95401
707-636-9061

2. Sonoma Bank
Corey Turner-President
801 Fourth St, Santa Rosa, Ca 95404
707-524-2255

Insurance Information:

Available upon request

Landesign Construction & Maintenance Inc.

LANDSCAPE MAINTENANCE FOREPERSON Job Description

The "Landscape Maintenance Foreperson" must be proficient in performing complex tasks of landscape maintenance, irrigation repair and analysis, advanced pruning and trimming skills, and demonstrate the ability to work within the quality and performance guidelines as established by company. This position also is responsible for field level management of crews on individual projects.

REQUIREMENTS

- Education - High School diploma or GED certificate.
- Fulfill all requirements of the "Landscape Maintenance 1" position.
- Maintain physical fitness level necessary to complete assigned job tasks.
- Comply with all company policies and procedures.
- Able to speak, read, and write in English.
- Able to communicate in Spanish, preferably bi-lingual English/Spanish.
- Be able to manage, supervise, encourage the advancement, and discipline assigned crewmembers.
- Demonstrate ability to train and schedule work for others on jobsite.
- Supervise daily truck and trailer set-up in order to facilitate the day's work.
- Familiar with company manual and policies contained and set forth, include safety guidelines/standards.
- Demonstrate the ability to manage and supervise assigned crewmembers.
- Ability to complete daily worksheets in an organized and efficient manner.
- Maintain equipment in good operating condition.
- Able to train field staff in the application of chemicals.
- Manage assigned projects practicing effective and efficient water management.
- Demonstrate ability to recognize and complete repair of irrigation deficiencies.
- Must have a valid California driver's license and be insurable by company insurance carriers.
- Possess CLT - landscape maintenance.
- Continuing education requirement: minimum 12 hrs./year.

Landesign Construction & Maintenance Inc.

LANDSCAPE MAINTENANCE FOREPERSON (Con't)

Job Description

JOB SKILLS

- Train crewmembers to complete job within established time frame.
- Encourage advancement of crew members after proper training has occurred.
- Plan and organize work for crew members on job.
- Interface with client when needed.
- Supervise truck/trailer setup daily and manage equipment and supplies for landscape maintenance projects.
- Properly discipline and reward crewmembers.
- Enforce company safety policies and procedures.
- Able to repair all components of irrigation systems.
- Program irrigation controllers on all assigned job sites.
- Able to effectively drive and back-up a truck and trailer combination.
- Manage assigned projects practicing effective water management techniques.
- Recognize drainage deficiencies and problem soils.
- Demonstrate knowledge of the proper procedure for emergency spill cleanup.
- Demonstrate knowledge of the basic elements of fertilizers.
- Use of safety equipment in the proper manner.
- Able to identify by common names 50 frequently used plants that appear on the CLT plant list and demonstrate knowledge of the cultural requirements of those plants.
- Participation in training program for basic pest control procedures.
- Establish relationship with customers.
- Communicate w/ lead people and management regarding status of assigned job sites.
- Able to meet company production rates and standards.

EVALUATION

- Demonstrate proficiency in the above job skills.
- Identify by common name 50 frequently used plants that appear on the CLT list and demonstrate knowledge of the cultural requirements of those plants.
- Able to aesthetically prune trees, vines, and shrubs.
- Demonstrate knowledge of proper fertilization and pest control techniques.
- Demonstrate ability to effectively manage irrigation systems.
- Demonstrate ability to analyze and complete irrigation repairs including mainline and lateral line repair, sprinkler head replacement and adjustment, control valve wiring and repair, and controller troubleshooting and programming.
- Communicate problems to maintenance supervisor.
- Demonstrate effective water management on assigned projects.
- Demonstrate ability to communicate in Spanish.
- Demonstrate ability to speak, read, and write English.
- Able to work as a team member.
- Landscape Maintenance Foreman expected to demonstrate proficiency in the above skill areas prior to advancing to the position of Landscape Maintenance Supervisor.

Landesign Construction & Maintenance Inc.

LANDSCAPE MAINTENANCE 1

Job Description

The "Landscape Maintenance 1" worker must know and gain proficiency in performing regular tasks of landscape maintenance, minor irrigation repair, and demonstrate the ability to work within the quality and performance guidelines as established by the company.

REQUIREMENTS

- Fulfill all requirements of the "Landscape Maintenance Novice" position.
- Maintain physical fitness level necessary to complete assigned job tasks.
- Comply with all company policies and procedures.
- Ability to sharpen cutting tools.
- Ability to apply granular fertilizers after proper training under supervision of "Landscape Maintenance Foreperson".
- Familiar with company manual and policies contained and set forth, include safety guidelines/standards.
- Use assigned tools and equipment in proper/safe manner.
- Load and unload work trucks and trailers.
- Continuing education - minimum 12/hr/year (8 hrs of "in house" training, 4 hr of outside sources).

JOB SKILLS

- Identify broken, poorly running, and misused equipment, fill out appropriate repair tag.
- Become proficient in the use of following tools and equipment; post pounder, pole pruner, ladder, wheel grinder and file, large walk-behind mowers (36", and 48"), and belly and push spreaders.
- Able to identify by common names 25 frequently used plants that appear on the CLT plant list (bedding flowers, ground cover, shrubs, perennials, trees, and turf.)
- Prune trees, shrubs, and vines to encourage healthy growth.
- Apply granular fertilizers under the supervision of maintenance foreman.
- Stake and tie trees and shrubs.
- Guy wiring of trees.
- Attach vines and espaliers to support trellises using appropriate materials.
- Understand and complete the following basic irrigation repairs; sprinkler head replacement, sprinkler head arc and radius adjustment, lateral line repairs.
- Able to identify by common name 5 frequently seen weeds in planting beds. (Spotted Spurge, Wild morning Glory, Groundsel, Flaree, Wild Portulaca, Knotweed)
- Able to differentiate weed grasses from desirable turf grasses in law areas. (Crabgrass, Johnson Grass, Nutgrass, Bermudagrass, Annual Bluegrass, Dallis Grass)
- Identify general needs of plants. (water, light, carbon dioxide, fertilizer)
- Recognize plant material in stress or in a problem state.
- Able to identify by common name 5 frequently seen garden pests. (aphid, snail, slug, whitefly, mealybug, gopher, mole, vole, deer, rabbits)
- Communicate with lead people progress of tasks.
- Able to meet company production rates and standards.

Landesign Construction & Maintenance Inc.
LANDSCAPE MAINTENANCE 1 (con't)
Job Description

EVALUATION

- Proficient and safe use of specified equipment.
- Identify by common name 25 frequently used plants.
- Able to prune shrubs, trees, and groundcover correctly.
- Know basic fertilizer application techniques.
- Know how and when to sharpen cutting tools.
- Identify by common names 5 common weeds.
- Recognize plant and irrigation problems.
- Communicate problems to maintenance foreman.
- Able to stake, prune, and tie vines.
- Able to work as a team member.
- Landscape Maintenance 1 expected to demonstrate proficiency in the above skill areas prior to advancing to the position of Landscape Maintenance 2.

Inspection Date:

Total Score:

Job Name:

Job Information

<input type="text"/>
<input type="text"/>
<input type="text"/>

Operations Manager:

Crew Information

<input type="text"/>
<input type="text"/>
<input type="text"/>

Job Number:

Account Manager:

Maintenance:

Foreman:

TURF			Inspection Comments
	Points		
Description	Potential	Score	
Mow Pattern / Rutting	5	<input type="text"/>	
Edging	5	<input type="text"/>	
Fertility	5	<input type="text"/>	
Weeds	5	<input type="text"/>	
Detail / Clean Up	5	<input type="text"/>	
Pests / Diseases / Plant Health	5	<input type="text"/>	
Total	30	<input type="text"/>	
COLOR			Inspection Comments
	Points		
Description	Potential	Score	
Dead Heading	5	<input type="text"/>	
Weeds	5	<input type="text"/>	
Plant Health	5	<input type="text"/>	
Total	15	<input type="text"/>	
ORNAMENTALS			Inspection Comments
	Points		
Description	Potential	Score	
Trimming	5	<input type="text"/>	
Weeds	5	<input type="text"/>	
Plant Health	5	<input type="text"/>	
Total	15	<input type="text"/>	
TREES			Inspection Comments
	Points		
Description	Potential	Score	
Staking / Ties	5	<input type="text"/>	
Pruning	5	<input type="text"/>	
Tree Health	5	<input type="text"/>	
Total	15	<input type="text"/>	
IRRIGATION			Inspection Comments
	Points		
Description	Potential	Score	
Repairs	5	<input type="text"/>	
Soil Moisture	5	<input type="text"/>	
Total	10	<input type="text"/>	
GENERAL			Inspection Comments
	Points		
Description	Potential	Score	
Weeds / Cracks / Horizon	5	<input type="text"/>	
V- Ditch / Drainage / Inlets / Grates / Basins	5	<input type="text"/>	
Misc. / Safety / Trash	5	<input type="text"/>	
Total	15	<input type="text"/>	

**PARK AND FACILITIES MAINTENANCE
PROPOSAL DOCUMENTS TO BE RETURNED**

The following forms must be completed and submitted on or before the Submittal Deadline:

- a. Requirements for Contractors
- b. Exceptions to the Specifications
- c. Reference Form
- d. Background/History/Experience and Qualifications
- e. Bid Schedule
- f. Offer

Successful Proposer shall furnish:

- a. Certificate of Liability
- b. Additional Insured Endorsement naming Marinwood Community Services District as additionally insured

*****END OF REQUEST FOR PROPOSAL*****

LANDSCAPE MAINTENANCE SERVICE

Contractors shall list all pricing below:

Bid Item "A"

Routine work as specified for Landscape Maintenance	<u>Monthly Amount</u>	<u>Annual Amount</u>
	\$ <u>2,985</u>	\$ <u>35,820</u>

Bid Item "B"

Hourly Wages and Rates for Supplemental Work

Mileage Charge for:

	<u>\$/Mile</u>	
Pick-up Truck	<u>.58</u>	L
5 yard Dump Truck	<u>.65</u>	L

Work Rate For:

	<u>\$/Hour</u>	
Landscape Crew Member	<u>27</u>	L
Crew Leader	<u>40</u>	L
Irrigation Technician	<u>60</u>	H
Area Supervisor	<u>70</u>	H
Arborist / Climber	<u>90</u>	H

Hourly Rate for:

	<u>\$/Hour</u>	
Back-hoe operation	<u>65</u>	L
Irrigation Trencher	<u>60</u>	L
Tractor operation	<u>65</u>	L

Landscape Plant Installation

	<u>\$/Planting</u>	
Ground cover per flat	<u>45</u>	H
1 Gal.	<u>9</u>	L
5 Gal.	<u>27.50</u>	L
15 Gal.	<u>125</u>	L
24" Box	<u>260</u>	L

Mulch Installation

Shredded Redwood Bark Mulch, material and installation @ 3" depth	<u>60</u> \$/Yd	L
Clean Wood Chip Mulch @ 3" depth	<u>53</u> \$/Yd	H

**PARK AND FACILITIES MAINTENANCE
PROPOSAL DOCUMENTS TO BE RETURNED**

The following forms must be completed and submitted on or before the Submittal Deadline:

- a. Requirements for Contractors
- b. Exceptions to the Specifications
- c. Reference Form
- d. Background/History/Experience and Qualifications
- e. Bid Schedule
- f. Offer

Successful Proposer shall furnish:

- a. Certificate of Liability
- b. Additional Insured Endorsement naming Marinwood Community Services District as additionally insured

*****END OF REQUEST FOR PROPOSAL*****

ATTACHMENT "A"

FREQUENCY SCHEDULES

Marinwood Community Services District

Landscape Maintenance Frequency Schedule

Landscaped Beds

Landscaped Marinwood signs Lucas Valley at Las Gallinas, Milier Creek at Marinwood
 Landscaped berms along Lucas Valley Rd along Lucas Valley Estates frontage
 Beds on west side of Bridgegate at Creekside
 Landscaped island at Sequeira

Weekly	Biweekly	Monthly	Bimonthly	Quarterly	3 times/yr.	Twice a Yr.	Yearly	As Required	January	February	March	April	May	June	July	August	September	October	November	December
--------	----------	---------	-----------	-----------	-------------	-------------	--------	-------------	---------	----------	-------	-------	-----	------	------	--------	-----------	---------	----------	----------

Tree Maintenance

Irrigation			X					X
Basin maintenance								X
Fertilization						X		
Pruning (structural to 15')							X	
Pruning (deadwood to 15')								X
Staking & tying								X
IPM Pest control								X
IPM Weed control								X

							X	X	X	X	X									
												X					X			
X	X								X	X									X	X
X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

Shrub, Groundcover Maintenance

Irrigation	X							X
Basin maintenance								X
Fertilization						X		
Pruning, structural					X			X
Pruning (deadwood)								X
IPM Pest control								X
IPM Weed control								X
Maintain 3" mulch as weed prevention								X

			X	X	X	X	X	X	X	X										
																X				
X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

Misc. Maintenance

Litter & trash removal	X							
Irrigation system inspection								
Irrigation system repair								
Site inspection with District				X				
Pathway sweeping and blowing								
Drain checking and cleaning								X
Leaf litter cleanup								X
Path blowing								

X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
X			X					X								X				
X	X	X	X													X	X	X		
X	X	X	X													X	X	X		

Comments:

There is no irrigation system in the road landscaping; hand watering is required throughout the dry season as noted

Marinwood Community Services District Landscape Maintenance Frequency Schedule Walkways

16 Walkways in various locations in neighborhoods

	Weekly	Biweekly	Monthly	Bimonthly	Quarterly	3 times/yr.	Twice a Yr.	Yearly	As Required	January	February	March	April	May	June	July	August	September	October	November	December
<u>Tree Maintenance</u>																					
Irrigation									X				X	X	X	X	X	X	X		
Basin maintenance									X				X	X	X	X	X	X	X		
Pruning (structural to 15')								X		X	X										
Pruning (deadwood to 15')									X	X	X	X	X	X	X	X	X	X	X	X	X
Staking & tying									X	X	X	X	X	X	X	X	X	X	X	X	X
IPM Weed control									X	X	X	X	X	X	X	X	X	X	X	X	X
Leaf litter cleanup									X	X	X	X	X						X	X	X
<u>Shrub, Groundcover Maintenance</u>																					
Irrigation									X				X	X	X	X	X	X	X		
Basin maintenance									X												
Pruning (Structural and Path Clearance)						X			X					X		X					
Pruning (deadwood)									X	X	X	X	X	X	X	X	X	X	X	X	X
IPM Weed control									X	X	X	X	X	X	X	X	X	X	X	X	X
Maintain 3" mulch as weed prevention									X												
<u>Misc. Maintenance</u>																					
Litter & trash removal									X	X	X	X	X	X	X	X	X	X	X	X	X
Mowing (native grass)									X				X		X						
Site inspection with District					X					X			X		X			X			
Pathway sweeping and blowing									X	X	X	X	X	X	X	X	X	X	X	X	X
Drain checking and cleaning									X	X	X	X	X					X	X	X	
Leaf litter cleanup									X	X	X	X	X					X	X	X	
Decomposed granite path maintenance									X												

Comments:

Hand watering as needed,
No irrigation systems, Water tank needed

Marinwood Community Services District Landscape Maintenance Frequency Schedule Medians and Traffic Islands

Landscaped medians and traffic islands in Marinwood

7 Small islands on Lucas Valley Rd between Miller Creek Rd and Huckleberry Rd

	Weekly	Biweekly	Monthly	Bimonthly	Quarterly	3 times/yr.	Twice a Yr.	Yearly	As Required	January	February	March	April	May	June	July	August	September	October	November	December
--	--------	----------	---------	-----------	-----------	-------------	-------------	--------	-------------	---------	----------	-------	-------	-----	------	------	--------	-----------	---------	----------	----------

Tree Maintenance

Irrigation				X					X					X	X	X	X	X				
Basin maintenance									X													
Pruning (structural to 15')								X		X	X									X	X	
Pruning (deadwood to 15')									X	X	X	X	X	X	X	X	X	X	X	X	X	X
Staking & tying									X	X	X	X	X	X	X	X	X	X	X	X	X	X
IPM Weed control									X	X	X	X	X	X	X	X	X	X	X	X	X	X

Shrub, Groundcover Maintenance

Irrigation									X				X	X	X	X	X	X	X			
Basin maintenance									X													
Pruning, structural, clearance						X			X				X				X					
Pruning (deadwood)									X													
IPM Weed control									X	X	X	X	X	X	X	X	X	X	X	X	X	X
Maintain 3" mulch as weed prevention									X													

Misc. Maintenance

Litter & trash removal	X									X	X	X	X	X	X	X	X	X	X	X	X	X
Site inspection with District					X					X			X			X			X			

Comments:

There is no irrigation system in the road landscaping; hand watering is required throughout the dry season as noted

ATTACHMENT "B"

LIST OF PROPERTIES WITH MAP KEY

**Marinwood Community Services District
Table of Maintained Properties**

Map Code and Location	Square Feet	Acres	Maint. Level
MARINWOOD			
Roadsides and Islands			
R1 Lucas Valley Islands	1,830	0.04	Mod
R2 N/A			Low
R3 Lucas Valley Sign			High
R4 Miller Creek Islands	105,600	2.42	Mod
R5 Miller Creek Roadside	44,400	1.02	Mod
R6 Miller Creek Sign			High
R7 Blackstone Road Island	26,400	0.61	Mod
R8 Adobestone Island			Mod
R9 Sequera Island			
R10 Marinwood Drive Island			
Total Roadside & Islands			
Walkways			
W1 Etta Ct to private lands	1,100	0.03	NA
W2 School to Heatherstone	2,200	0.05	Mod
W3 Cobblestone to Blackstone	2,200	0.05	Mod
W4 Quietwood to Firemer's Picnic Area	2,200	0.05	Mod
W5 Quietwood to Park	1,100	0.03	Mod
W6 Pinewood to Quietwood	4,500	0.10	Mod
W7 Miller Creek to Pinewood, E.	4,500	0.10	Mod
W8 Miller Creek to Pinewood, W.	4,500	0.10	Mod
W9 Peachstone to Miller Creek	5,000	0.11	Mod
W10 Opalstone to Peachstone	4,500	0.10	Mod
W11 Las Gallinas to Open Space	2,500	0.06	Low
W12 Blackstone to Open Space	1,780	0.04	Low
W13 Las Gallinas to Rhinestone	4,340	0.10	Mod
W14 Rhinestone to Unionstone	2,300	0.05	Mod
W15 Appleberry to Miller Creek	1,100	0.03	Mod
W16 Greenberry to Idylberry	4,600	0.11	Mod
Total Walkways			

Map Code and Location	Square Feet	Acres	Maint. Level
LUCAS VALLEY ESTATES			
Landscaped Areas			
L1 Luiz Court & Mt Rainier			
L2 West side Bridgegate, So. of Creekside			
L3 West side Bridgegate, No. of Creekside			
L4 Idylberry extension			
Landscaped Berms (Numbered East to West)			
B1 Berm #1, East of Bridgegate <i>(175' belongs to homeowners)</i>	32,914	0.76	High
B2 Berm #2 at Bridgegate <i>(110' belongs to homeowner)</i>	37,528	0.86	High
B3 Berm #3 West of Bridgegate	46,584	1.07	High
B4 Berm #4 LV Rd & Westgate (Island)	6,077	0.14	High
B5 Berm #5, LV Rd & Westgate	9,453	0.22	High
Total Landscaped Berms	132,556	3.04	
Roadside Areas - Not Landscaped			
R11 Luiz Court, south side			Cut, prune to clear roadway
R12 Bridgegate creek parcel frontage			Cut up to 6' from sidewalk
R13 Bridgegate & Creekside NE corner			Mow to edge of drain from Bridgegate
R14 Edge of drainage at sidewalk			Cut up to 6' from sidewalk
R15 Drainage parcel			Cut 6' on Bridgegate and to drain edge
R16 Creekside sidewalk from Park to bridge			Cut up to 6' from sidewalk
R17 Westgate creek parcel frontage			Cut up to 6' from sidewalk
R18 Utility easement frontage			Cut up to 6' from sidewalk

ATTACHMENT "C"

MAP OF DISTRICT PROPERTIES
(11" X 17")

ATTACHMENT "D"

MARIN COUNTY INTEGRATED PEST MANAGEMENT ORDINANCE

ORDINANCE NO. 3286

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MARIN AMENDING THE MARIN COUNTY CODE BY ADDING CHAPTER 23.19 TO THE CODE BY ADDING SECTIONS 23.19.100, 23.19.110, 23.19.120, 23.19.130, 23.19.140, 23.19.150, 23.19.160, 23.19.170, 23.19.180, 23.19.190, 23.19.200, 23.19.210, 23.19.220, 23.19.230, PERTAINING TO THE MARIN COUNTY INTEGRATED PEST MANAGEMENT PROGRAM.

The Board of Supervisors of the County of Marin does hereby ordain as follows:

Title 23 of the Marin County Code is hereby amended by adding Chapter 23.19, INTEGRATED PEST MANAGEMENT PROGRAM as follows:

Sections:

- 23.19.100 PURPOSE AND FINDINGS**
- 23.19.110 POLICY**
- 23.19.120 DEFINITIONS**
- 23.19.130 PESTICIDE USE REDUCTION AND GUIDELINES FOR PESTICIDE SELECTION**
- 23.19.140 DESIGNATION OF INTEGRATED PEST (IPM) COORDINATOR**
- 23.19.150 CREATION AND PURPOSE OF AN INTEGRATED PEST MANAGEMENT (IPM) COMMISSION**
- 23.19.160 NOTIFICATION OF PESTICIDE USE**
- 23.19.170 IMPLEMENTATION OF COUNTY INTEGRATED PEST MANAGEMENT POLICY**
- 23.19.180 RECORD KEEPING OF PESTICIDE APPLICATIONS**
- 23.19.190 EXEMPTIONS**
- 23.19.200 IPM CONTRACTS**
- 23.19.210 GUIDELINES**
- 23.19.220 NO CRIMINAL PENALTIES OR SANCTIONS**
- 23.19.230 NO CIVIL LIABILITY FOR VIOLATIONS OF THIS CHAPTER**

Section I. Section 23.19.100 of the Marin County Code shall read as follows:

23.19.100 PURPOSE AND FINDINGS

The Board of Supervisors finds that County departments and personnel, particularly the Department of Parks, Open Space, and Cultural Commission, Department of Public Works and Department of Agriculture, Weights and Measures, have taken steps to successfully practice integrated pest management ("IPM").

An IPM policy was adopted by the Department of Parks, Open Space, and Cultural Commission in 1983, which resulted in significant overall reduction in use and elimination of the most hazardous pesticides; established employee written safety programs; required appropriate State pest control licensing and continuing education for employees; maintained high compliance with Federal and State pest control laws and regulations Marin County had adopted; established biological pest control; and adopted integrated pest management activities.

51
52 It is the purpose and intent of this chapter to ensure that County departments and all those who apply
53 pesticides to property owned and/or managed by the County of Marin utilize integrated pest management
54 (IPM) practices, eliminate or reduce pesticide applications on County-owned and/or County-managed
55 property to the maximum extent feasible, and take all reasonable measures to ensure that pest control
56 activities do not threaten environmental and human health.

57
58
59 Section II. Section 23.19.110 of the Marin County Code shall read as follows:
60

61 **23.19.110 POLICY**
62

63 The County in carrying out its pest management operations shall focus on long term prevention or
64 suppression of pest problems with minimum negative impact on human health, non-target organisms, and the
65 environment.
66

67 The goal of the County is to reduce its countywide total yearly pesticide use by 75 percent (75%) by
68 weight, as compared to the total pesticide use in 1997, no later than January 1, 2004.
69

70 The County recognizes that pesticides are potentially hazardous to human health and the environment,
71 and shall give preference to reasonably available non-pesticide alternatives when considering the use of
72 pesticides on County property. County departments should include the following elements in the County
73 Integrated Pest Management (IPM) plans.
74

75 (1) Establish scouting or inspection procedures to monitor pest population levels. Perform thorough
76 in-field assessments of each pest problem. Keep records of such monitoring. Monitoring should be
77 performed by designated personnel or contractor knowledgeable in IPM methods.
78

79 (2) Establish for each pest an IPM implementation plan which evaluates the biological, aesthetic, and
80 economic loss each site can tolerate (tolerance levels) and set pest population levels (action levels) at
81 which corrective action should be taken to ensure that pests do not exceed tolerance levels.
82

83 (3) Determine corrective actions when an action threshold is reached. Review and consider all
84 available non-chemical options for acceptability and feasibility. Consider the use of chemicals only as
85 a last resort. Select and use chemicals only in accordance with State, Federal and local law and in
86 accordance with this chapter, whichever is most restrictive. Select reduced risk practices least
87 damaging to humans and the environment and most likely to produce a permanent reduction in the
88 supportive environment for the target pest(s).
89

90 (4) Identify and evaluate conditions that encourage pest problems. Modify pest ecosystems to reduce
91 food and living space through physical and cultural practices.
92

93 (a) Use physical pest controls such as cultivation, traps, and barriers (exclusions).
94

95 (b) Employ practices, including watering, mulching, waste management, and food storage to
96 reduce pest populations.
97

98 (c) Design, construct, or modify indoor and outdoor areas to reduce or eliminate pest habitats.
99

100 (d) Use pest resistant plants and planting systems that minimize pest infections.
101

102 (e) Use biological pest controls whenever possible.
103

- 104 (5) Determine most effective treatment time based on pest biology and other variables, such as
105 weather, seasonal changes in wildlife use, and local conditions.
106
- 107 (6) Establish and maintain an accurate record-keeping system to catalog monitoring information and to
108 document and evaluate effectiveness of pest management procedures.
109
- 110 (7) Evaluate the effectiveness of the IPM program and make adjustments as needed.
111
- 112 (8) Conduct an ongoing education program for County staff and members of the public.
113
- 114 (a) Acquaint staff with IPM principles, pest biology, non-chemical pest control alternatives
115 including new pest management strategies as they become known, and health and safety issues,
116 including toxicology of pesticide use.
117
- 118 (b) Inform the public of the County's program to reduce pesticide use, and respond to questions
119 from the public about the County's pest management practices.
120

121
122 Section III. Section 23.19.120 of the Marin County Code shall read as follows:
123

124 **23.19.120 DEFINITIONS.**
125

- 126 (a) "Agricultural Commissioner" means the County Agricultural Commissioner for the County of
127 Marin or designated agent or employee.
128
- 129 (b) "Antimicrobial agent" means any substance or mixture of substances intended for prohibiting the
130 growth of, or destroying, any bacteria, fungi pathogenic to humans or other animals, or viruses declared
131 to be pests under the California Food and Agricultural Code Section 12754.5, except slime control
132 agents, substances intended for use in or on humans or other animals, and use in or on processed food,
133 beverages, or pharmaceuticals. Antimicrobial agents include, but are not limited to, disinfectants,
134 sanitizers, bacteriostats, sterilizers, fungicides and fungistats applied to inanimate surfaces, and
135 commodity preservatives and protectants applied to raw materials or manufactured products.
136
- 137 (c) "Board" means the Marin County Board of Supervisors and "Supervisor" means a member of the
138 Board of Supervisors.
139
- 140 (d) "Contract" means a binding written agreement, including but not limited to a contract, lease,
141 permit, license or easement, between a person, firm, corporation or other entity, including a
142 governmental entity, and a County department, which grants a right to use or occupy property of the
143 County of Marin for a specified purpose or purposes, or requires that pesticides be applied.
144
- 145 (e) "County IPM plans" means IPM implementation plans recommended by the IPM Commission
146 developed in cooperation with County departments, the IPM Coordinator, and approved by the Board.
147
- 148 (f) "Contractor" means a person, firm, or corporation or other entity, including a governmental entity,
149 that enters into a contract as defined in (d) of this section with a County department.
150
- 151 (g) "County department" means any department of the County of Marin and includes pesticide
152 applicators hired by a County department to apply pesticides on County property. County department
153 does not include any other local agency or any Federal or State agency.
154
- 155 (h) "Integrated Pest Management" and "IPM" mean a decision-making process for managing pests that
156 uses monitoring to determine pest injury levels, and combines biological, cultural, mechanical,

157 physical, or chemical tools and other management practices to control pests in a safe, cost effective,
158 and environmentally sound manner that contributes to the protection of public health. This method uses
159 extensive knowledge about pests, such as infestations, thresholds, life histories, environmental
160 requirements, and natural enemies to complement and facilitate biological and other natural control of
161 pests. The method involves the use of non-chemical pest control methods and the careful use of least-
162 toxic chemical methods when non-chemical methods have been exhausted or are not feasible.

163

164 (i) "Pesticide" means pesticide as defined in Section 12753 of Chapter 2 of Division 7 of the
165 California Food and Agricultural Code.

166

167 (j) "Pesticide applicator" means any person or company hired by a County Department who applies
168 pesticides to property owned and/or managed by the County of Marin.

169

170 (k) "Toxicity Category I, II, III, IV product" means any pesticide product meeting the appropriate
171 toxicity categories and bearing on the front label panel the word Danger, Warning, or Caution, as
172 specified in Title 40 of the Code of Federal Regulations.

173

174 Section IV. Section 23.19.130 of the Marin County Code shall read as follows.

175

176 **23.19.130 PESTICIDE USE REDUCTION AND GUIDELINES**
177 **FOR PESTICIDE SELECTION**

178

179 (a) Except for pesticides granted an exemption pursuant to Section 23.19.190, effective January 1,
180 1999, no County department should use any Toxicity Category I or Toxicity Category II Pesticide
181 product, any pesticide product containing an ingredient known to the State of California to cause
182 cancer, developmental toxicity, or reproductive toxicity pursuant to the California Safe Drinking Water
183 and Toxic Enforcement Act of 1986, or any pesticide product containing an ingredient classified by the
184 United States Environmental Protection Agency as a human carcinogen, probable human carcinogen,
185 possible human carcinogen, reproductive toxin, or developmental toxin.

186

187 (b) At such time that the United States Environmental Protection Agency or the California
188 Environmental Protection Agency identifies certain additional chemicals as known, probable, or
189 possible disrupters of the endocrine system, the IPM Commission shall recommend to the Board of
190 Supervisors that the Board of Supervisors prohibit the use by County departments of pesticide products
191 that contain these chemicals unless an exemption is granted pursuant to Section 23.19.190.

192

193 (c) By January 1, 2004, the County of Marin should reduce its total yearly pesticide use by 75 percent
194 (75%) by weight, as compared to total pesticide use in 1997, except as directed by approved County
195 IPM plans.

196

197 (d) For the purposes of Section 23.19.130 (c), the total pesticide use by the County Department of
198 Parks, Open Space, and Cultural Commission shall not include the pesticide use in the following areas:
199 CSA-9 Northridge; CSA-17 Sir Francis Drake Boulevard, Creekside Park, and Bon Air Road; CSA-18
200 Adrian Rosal Park, Candys Park, and Pueblo Park; Fairfax Library; Novato Library, Rush Creek
201 Lighting and Landscape District; Strawberry Point Lighting and Landscape District; Flood Zone 4
202 Pump Stations; Flood Zone 9 Pump Stations, Civic Center Dog Park, and the McInnis Park Golf
203 Center. The IPM Commission shall set a pesticide use reduction target for these areas in consultation
204 with the Department of Parks, Open Space, and Cultural Commission.

205

206 (e) Any County Department may request amendments to the approved County IPM plans. The IPM
207 Commission will act upon those requests in a timely manner, at a properly noticed public hearing. The
208 IPM Commission shall forward its recommendations regarding requests for amendments to the Board

209 of Supervisors for consideration. The Board of Supervisors shall act upon the IPM Commission's
210 recommendation. Any amendment to an IPM plan will require approval by the Board of Supervisors.
211

212 (f) The IPM Commission shall establish a list of reduced-risk Category III and IV pesticides that are
213 consistent for use in a least-toxic IPM program. These pesticides shall be exempt from sections
214 23.19.130(c).
215

216 Section V. Section 23.19.140 of the Marin County Code shall read as follows:
217

218 **23.19.140 DESIGNATION OF INTEGRATED PEST MANAGEMENT (IPM)**
219 **COORDINATOR.**

220
221 The County Agricultural Commissioner is designated the Integrated Pest Management (IPM)
222 Coordinator. The IPM coordinator will be primarily responsible for implementing the County IPM
223 policy.
224

225 Section VI. Section 23.19.150 of the Marin County Code shall read as follows:
226

227 **23.19.150 CREATION AND PURPOSE OF AN INTEGRATED PEST**
228 **MANAGEMENT (IPM) COMMISSION.**
229

230 (a) The Marin County Board of Supervisors shall convene an Integrated Pest Management
231 Commission to oversee implementation of the Marin County IPM policy and County IPM plans and
232 advise and make recommendations to the IPM Coordinator and the Board of Supervisors as needed.
233

234 (b) The IPM Commission shall consist of at least eleven persons and will include the following
235 representatives appointed by and reporting to the Marin County Board of Supervisors. Each will serve
236 a three year, rotating term and is eligible for reappointment:
237

- 238 (1) The Director of the Marin County Department of Public Works or designee.
- 239 (2) The Director of the Marin County Department of Parks, Open Space and Cultural Commission
240 or designee.
- 241 (3) A representative of the Health Council of Marin or designee familiar with effects of pesticide
242 and chemicals on health.
- 243 (4) A licensed pest control applicator or pest control advisor who is supportive of least-toxic IPM
244 practices and is not a County employee.
- 245 (5) The Marin County Health Officer or designee.
- 246 (6) A representative of the University of California experienced and educated in IPM practices.
- 247 (7) At least five (5) persons, one appointed by each Supervisor, representing the community at
248 large, recognized environmental and/or health organizations.

249
250 (c) The IPM Coordinator and IPM Commission will annually evaluate pest management by County
251 departments with regard to the approved County IPM plans and with respect to the purpose and policy
252 of the Marin County IPM Ordinance.
253

254 (d) The IPM Commission shall meet no less than four times per year. All meetings shall be properly
255 noticed and time will be allowed for public comment.
256 Consistent with the IPM ordinance provisions, the IPM Commission shall work together to ensure that
257 all decisions follow the Board of Supervisors' purposes and policies.
258

259 (e) Pest management decisions should be based on the best science and data that are available.
260

- 261 (f) The Commission shall ensure that the decisions and positions taken are clear to affected
262 departments.
263
- 264 (g) Decisions, guidelines and actions must be clearly and fully communicated in a manner that
265 facilitates informed review by all affected departments.
266
- 267 (h) Where there must be selections among competing or alternative approaches or interpretations in
268 implementing the ordinance, alternatives should be fully presented and explained before moving
269 forward.
270
- 271 (i) Implementation of the ordinance will require transition to new pest management strategies for
272 certain pesticide users. The Commission shall work together to address transition challenges in future
273 years.
274
- 275 (j) To the extent permitted by ordinance and consistent with public health protection, the Commission
276 shall implement the IPM ordinance in a way that ensures that affected pesticide users and other
277 affected constituencies have the time, technological assistance, and support they need for transition to
278 new and effective pest management strategies.
279
- 280 (k) IPM Commission shall identify effective and safe substitutes to pesticides that may present
281 unacceptable risks and shall devote appropriate time in the field to understand transitional conditions.
282
- 283 (l) IPM Commission shall assist County Departments in developing strategies and securing adequate
284 funding and resources to make IPM successful.
285
- 286 (m) IPM Commission shall, if necessary, identify appropriate measures that further streamline the
287 process for responding to emergency pest management challenges.
288
- 289 (n) IPM Commission shall explore creative, common-sense approaches for achieving transitions to
290 least-toxic pest control, including prioritizing the elimination of pesticides for which safe alternatives
291 are already available.
292
- 293 (o) IPM Commission shall consult with and seek input from affected groups where appropriate,
294 including user groups, pesticide manufacturers, environmental and public health organizations, local,
295 state, and federal agencies, and others concerned about ordinance implementation.
296

297 Section VII. Section 23.19.160 of the Marin County Code shall read as follows:
298

299 **23.19.160 NOTIFICATION OF PESTICIDE USE.**
300

301 (a) Within one hundred and twenty (120) days of the effective date of this ordinance, any County
302 department that uses any pesticide should comply with the following notification procedure:
303

- 304 (1) Signs should be posted at all usual public and employee entry points where the pesticide is
305 applied in an enclosed area, and posted at all usual points of entry to the treated area if the
306 pesticide is applied in an open area, and pursuant to State or Federal law, regulation and by product
307 label instructions. Signs should be posted four (4) days in advance of application, and remain in
308 place for four (4) days following application. Signs should contain the name and active ingredient
309 of the pesticide product, the target pest, signal word indicating the toxicity category of the pesticide
310 product, or the actual date of application, the re-entry interval as determined by the product label or
311 regulation, and the name and contact number for the County department responsible for the
312 application. Signs should be of a standardized design that are easily recognizable to the public and
313 workers.

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(2) For the Marin County Civic Center, a signboard that explains that pesticides are used in the building as part of an IPM program should be located near each of the primary entrances.

(b) County departments using pesticidal baits shall not be required to post signs in accordance with subsection (a). However, each County department that uses pesticidal baits should post a permanent sign (1) in each building or vehicle where the baits are used, (2) at the County department's main office or a similar location where the public obtains information regarding the building or vehicle, and (3) when baits are used outdoors to control rats and other pests, in a conspicuous location outside of the area where the baits are used. The sign should indicate the name and active ingredient of the baits used in and around the building or vehicle, the target pests, the signal word indicating the toxicity category of the pesticide product, and the contact number for the County department responsible for the bait application.

(c) County departments shall not be required to post signs in accordance with section (a) in right-of-way locations that the general public does not use for recreation or pedestrian purposes, except signs required by State or Federal law or by product label instructions. However, each County department that uses pesticides in such right-of-way locations, should develop and maintain a public access telephone number about these pesticide applications. Information readily available by calling the public access number should include the following information for any pesticide that will be applied within the next four days or that has been applied within the last four days: a description of the area of the pesticide application, the name and active ingredient of the pesticide product, the target pest, the estimated date of pesticide use, the signal word indicating the toxicity category of the pesticide product, the re-entry period of the area treated, and the name and contact number for the County department responsible for the application. Information about the public access telephone number shall be posted in a public location at the County department's main office.

(d) County departments may obtain authorization from the IPM Coordinator to apply a pesticide without providing a four day advance notice in the event of a public health emergency, or to comply with worker safety requirements. Signs meeting the requirements of subsection (a) through subsection (b) should be posted when authorization is given and remain posted four days following the application. The IPM Coordinator shall communicate all such exemptions to the IPM Commission at their next scheduled meeting.

(e) The IPM Coordinator may grant exemptions to the notification requirements for certain other specific one-time uses upon a finding that good cause exists to allow an exemption to the notification requirements. The IPM Coordinator should report all exemptions granted pursuant to this subsection to the IPM Commission at their next scheduled meeting.

(f) The IPM Commission may authorize permanent changes in the way County departments notify the public about pesticide use in some specific circumstances. Prior to granting an exemption pursuant to this subsection, the County department requesting the exemption should identify the specific situations in which it is not possible to comply with the notification requirements and propose alternative notification procedures.

Section VIII. Section 23.19.170 of the Marin County Code shall read as follows:

23.19.170 IMPLEMENTATION OF COUNTY INTEGRATED PEST MANAGEMENT POLICY.

(a) (a) The IPM Commission shall recommend to the Board of Supervisors County IPM plans and provide IPM plan amendments to implement County IPM policy. IPM plans approved by the Board shall constitute the basis for pest management and pest reduction by County departments.

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(b) The IPM Coordinator and the IPM Commission shall assist County departments in implementing the County IPM policy by developing an IPM education and training program to educate the public and County Employees about the County IPM policy, principles of IPM, and non-toxic alternatives for pest management.

1. (c) County departments that use or contract for pesticide use shall submit to the IPM Coordinator and the IPM Commission, for review and recommendations, their proposed IPM plan for implementing the County Integrated Pest Management (IPM) policy no later than November 1, 1999 for the fiscal year 2000/2001. IPM plans shall address pesticide applications performed at the request of the County departments. Each department, at the end of each fiscal year, shall prepare an annual summary and evaluation of its IPM program, due no later than November 1st of each succeeding year, covering the previous fiscal year's activities and outlining plans for the next fiscal year.

(a) (d) The annual summary and evaluation shall contain a list of the types and quantities of chemicals used in the previous year, the types of pest problems, the alternatives adopted to date, and the alternatives proposed for adoption within the next year.

(e) Each department shall designate a department IPM manager to coordinate the adoption of a department IPM program and the scheduling of pest control services for their sites, including those performed by pesticide applicators, and to provide management of structural repairs, modifications, sanitation, maintenance, and employee education.

(f) The IPM Coordinator and IPM Commission shall evaluate and make recommendations covering County IPM plans and may recommend that departments revise their plans if necessary to conform with this chapter.

(g) The IPM Coordinator shall communicate with the IPM Commission on a quarterly basis on the status of the County department's efforts to implement the County IPM policy.

(h) The IPM Coordinator shall prepare an annual report to the Board of Supervisors on the status of the County IPM program.

Section IX. Section 23.19.180 of the Marin County Code shall read as follows:

23.19.180 RECORD KEEPING OF PESTICIDE APPLICATIONS.

(a) Each County department that uses pesticides shall keep records of each pesticide application. Each application record shall include the following information:

- (1) The target pest.
- (2) The type and quantity of pesticide product used, including the complete EPA registration number.
- (3) The site and location of the site of the pesticide application.
- (4) The name of the pesticide applicator.
- (5) The date the pesticide was used.

420 (6) The application equipment used.

421
422 (7) The last known date of prior pesticide application at the same site.

423
424 (b) Application records shall be made available to the public upon request in accordance with all
425 applicable State and County laws governing public access to information.

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427
428 Section X. Section 23.19.190 of the Marin County Code shall read as follows:

429
430 **23.19.190 EXEMPTIONS.**

431
432 (a) Notwithstanding any other provision of this chapter, this chapter shall not apply to the use of
433 pesticides for the purpose of improving or maintaining water quality at drinking water treatment plants,
434 wastewater treatment plants, reservoirs, and related collection, distribution, and treatment facilities.

435
436 (b) Notwithstanding any other provision of this chapter, this chapter shall not apply to the use of
437 microbial agents.

438
439 (c) A County department may apply to the IPM Commission for a limited use exemption for a
440 particular pesticide that is not allowed under Sections 23.19.130 (a) and (b). Upon the filing of a
441 complete application, the IPM Commission may grant a limited-use exemption provided that the IPM
442 Commission finds that the County department will use the pesticide for a specific and limited purpose
443 for a defined period of time; that the department has already investigated all other options; that the
444 department has identified a compelling need to use the pesticide; and the department has a plan to
445 eliminate the use of this pesticide in the near future.

446
447 (d) The IPM Coordinator may grant a limited use exemption on an emergency basis provided that all
448 criteria in section 23.19.190 (c) are met, and that the County department applying for the exemption
449 demonstrates a compelling need to grant the exemption prior to the next regularly scheduled meeting
450 of the IPM Commission.

451
452 (e) The IPM Coordinator shall forward all exemptions to the IPM Commission, and shall include in
453 his quarterly communication required by section 23.19.170 (g) the total number of emergency
454 exemptions requested by County departments or contractors and the number granted.

455
456 (f) The IPM Coordinator shall communicate in writing all exemptions granted during the year at
457 his/her annual report to the Board.

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459
460 Section XI. Section 23.19.200 of the Marin County Code shall read as follows:

461
462 **23.19.200 IPM CONTRACTS**

463
464 Effective January 1, 2000, all contractors shall be required to comply with sections 23.19.110,
465 23.19.130, 23.19.160, and 23.19.180.

466
467 This section shall not be construed to violate the terms of any existing County contracts as of its date
468 of enactment.

469
470 (a) Effective January 1, 2001, contractors who utilize pesticides on County owned and/or managed
471 property shall submit to the County department and the IPM Coordinator, an implementation plan
472 that lists the types and estimated quantities, to the extent possible, of the pesticides that the

473 contractor may need to apply to County property during its contract, outlines the actions the
474 contractor will take to meet County IPM policy, and identifies the primary IPM contact for the
475 contractor.
476
477 (b) As of the effective date of this section, when a County department enters into a new contract or
478 extends the term of an existing contract with a pesticide applicator that authorizes the application of
479 pesticides, the County Department shall submit an IPM implementation plan update to the IPM
480 Coordinator that incorporates the pesticide usage of the contractor into the County department's IPM
481 implementation plan.
482
483 (c) Within one (1) year of the effective date of this section, all County contracts with pesticide
484 applicators should be reopened for bidding, unless the terms of existing contracts dictate otherwise.
485
486 (1) The IPM Coordinator shall, in consultation with the IPM Commission, prepare a request for
487 qualifications (RFQ) to ensure that only contractors with demonstrated experience in integrated
488 pest management will submit proposals for County pest control contracts. All potential bidders
489 shall be required to respond to the RFQ.
490
491 (2) The IPM Coordinator and Commission shall develop and approve a list of criteria and shall
492 determine which respondents are qualified per the same. Qualified contractors shall be
493 maintained on a list by the IPM Coordinator and they will be invited to submit proposals. This
494 list of qualified contractors shall be refreshed at least every two (2) years. The IPM Coordinator
495 shall prepare a request for proposals (RFP) or assist a department in preparing a RFP which
496 includes detailed information about the County IPM policy. RFP participants shall be entitled to
497 a site tour.
498
499 (3) The IPM Coordinator shall assist the County departments in selecting among RFP
500 participants as needed. Final decision rests with County departments.
501
502 (d) A contractor, or any department on behalf of a contractor, may apply for any exemption pursuant
503 to Section 23.19.190.
504
505 (e) Any contractor found to be in violation of the intent of this ordinance while doing business with
506 the county will be given the appropriate warning in writing and 30 days to do corrective action. The
507 contractor will be entitled to a hearing, at the contractor's request, at the next scheduled IPM
508 Commission hearing. If compliance is not forthcoming then said contractor may be removed from
509 the qualified contractors list and the current contract revoked. Such contractors shall be allowed to
510 reapply for the qualified contractors list when it is refreshed, unless there have been three prior
511 violations.

512 Section XII. Section 23.19.220 of the Marin County Code shall read as follows:

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514
515 **23.19.210 GUIDELINES.**

516
517 The IPM Coordinator may issue guidelines to assist County departments in the implementation of
518 this chapter.
519

520 Section XIII. Section 23.19.230 shall read as follows:

521
522 **23.19.220 NO CRIMINAL PENALTIES OR SANCTIONS.**

523
524 The provisions of Sections 1.04.160, 1.04.170, 1.04.180, 1.04.210, 1.04.220, 1.04.230, 1.04.240,
525 1.04.250, 1.04.260, 1.04.270, and Chapter 1.05 of the Marin County Codes shall not apply to this

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Chapter; nor shall any person, or government official, board, commission, or agency, be responsible for any criminal penalties for any violation of this chapter.

23.19.230 NO CIVIL LIABILITY FOR VIOLATIONS OF THIS CHAPTER.

This chapter and the provisions thereof are directory, and are intended to set forth goals for pesticide use reduction of the County of Marin and the methods by which the County of Marin intends to meet the goals set forth herein, and are not intended to create standards of civil liability for the acts or failure to act of the County and/or its employees and contractors. No person, government official, board, commission, or agency, shall be liable in any civil action or proceeding for damages for violation of any of the provisions of this chapter.

SECTION XIV. PUBLICATION

This ordinance shall be and is in full force and effect as of thirty (30) days from and after the date of its passage and shall be published once before the expiration of fifteen (15) days after its passage, with the names of the supervisors voting for and against the same in the INDEPENDENT JOURNAL, a newspaper of general circulation published in Marin County.

PASSED AND ADOPTED at the regular meeting of the Board of Supervisors of the County of Marin, State of California, held on the 1st day of December 1998, by the following vote:

AYES: SUPERVISORS Harry J. Moore, Harold C. Brown, Jr., Steve Kinsey, Annette Rose, John B. Kress

NOES: NONE

ABSENT: NONE

President of the Board of Supervisors

ATTEST:

Clerk

IPMfinal5.doc

EXHIBIT "B"

Request for Proposal Addendum No. 1 dated May 1, 2014

From: Tom Horne [mailto:thorne@marinwood.org]
Sent: Thursday, May 01, 2014 12:49 PM
To: Robert Mercado; 'Suzanne Harris'; bobc@landesign-inc.com; erica@northbaylandscape.com
Subject: Addendum No. 1 to RFP for Landscape Maintenance

RFP for Landscape Maintenance Addendum No. 1

To: Plan holders for Marinwood CSD Community Landscaping request for proposals

I am addressing this email to the contractors who attended the mandatory pre-bid conference and site tour held April 25th to confirm the following additions and amendments to the Marinwood CSD Request for Proposal for the Maintenance of its Community Landscaping :

1. The parcel identified on the Table of Maintained Properties as L1 is removed from the list of properties to be maintained under this contract. This triangular property is located at the end of the Luiz Court cul-de-sac and connects to the west end of Mt. Rainier Drive. Note that the roadside of Luiz Court is to be maintained, excluding the residential frontage.
2. The proposals will be evaluated by a committee to be appointed by the Board of Directors. The following factors will be considered, and weighted as shown:
 - Proposer's experience and qualifications and demonstrated competence: 25%
 - References: 25%
 - Quality and completeness of proposal submission, and demonstrated understanding of CSD goals and intent for maintenance of its Community Landscaping: 10%
 - Price: 40%

Please let me know if you have any questions regarding the RFP or this addendum.

Very truly yours,

Tom Horne

Thomas D. Horne, District Manager
Marinwood Community Services District
415 479-7751
415 479-7759 FAX