

**AMENDMENT NO. 4 TO AMEND CONTRACT FOR
LANDSCAPE MAINTENANCE SERVICES – PARKS AND LLADS, AND TO ADD “R” AREAS
Terracare Associates**

This Amendment No. 4 is entered into as of the ____ day of _____, 2023, and effective as of January 1, 2024, and amends the contract dated November 10, 2020 (the “Contract”) by and between the City of Brentwood, a municipal corporation of the State of California (“City”), and Terracare Associates, a Limited Liability Company (“Contractor”) (collectively, the “Parties”) for landscape maintenance services.

RECITALS

A. On July 8, 2021, the Parties executed Amendment No. 1 to the Contract to increase the compensation by a not to exceed amount of \$519,724.56 to cover Additional Work that Contractor performed during Fiscal Year 2021/22; and

B. On July 27, 2022, the Parties executed Amendment No. 2 to the Contract to increase the compensation by a not to exceed amount of \$535,316.30 to cover Additional Work under the Contract at the request of the City in Fiscal Year 2022/23; and

C. On June 5, 2023, the Parties executed Amendment No. 3 to the Contract to increase the compensation by a not to exceed amount of \$275,687.89 to cover Additional Work under the Contract at the request of the City in Fiscal Year 2023/24; and

D. Contractor has performed the Work to the City’s satisfaction, and the Parties now desire to extend and fund the Contract for an additional two years, as permitted in Section 4.2 of the Contract; and

E. Contractor submitted a cost proposal in response to a Request for Proposal (“RFP”) for Landscape Maintenance of Right-of-Ways (“R” Areas”) that staff issued on September 27, 2023, to perform work outlined in the RFP; and

F. The Parties have negotiated and agreed to a revised scope of work and fee schedule to cover the addition of the “R” Areas to the Contract, as well as the two-year extension of the Contract, which is effective as of January 1, 2024 and attached to and incorporated in by this reference, as Exhibit “B” Scope of Work/Cost Proposal Form; and

G. On November 14, 2023, City Council adopted a Resolution authorizing the two-year extension and award of the “R” Areas to Contractor via this Amendment, in the not to exceed amount of \$10,428,354.28, which includes funding authorization of 15% to cover unanticipated Additional Work, when requested by the City.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. The September 27, 2023 RFP for the “R” Areas attached as Exhibit “G” to the Amendment, is hereby incorporated into the Contract by this reference.

2. Effective January 1, 2024, Exhibit “B” to the Contract, which describes the Work, is hereby deleted and replaced with the attached Exhibit “B.”

3. The term of the Contract, as may have been amended from time to time, is hereby extended for a period of two years, ending on December 31, 2025.

4. The total amount of the Contract is hereby increased by a not to exceed amount of \$10,428,354.28, broken down as shown in the table below. The amounts for July 2024 – December 2025 include a 3% CPI increase which will only be applicable in accordance with the terms of Section 5 of the Contract.

Fiscal Year	Annual Landscape Maintenance Services Contract	Unanticipated Additional Services (15%) Authorized	Total Not to Exceed Authorized Amount
2023/24 (Jan. – June)	\$2,200,522.74	\$330,078.41	\$2,530,601.15
2024/25 (July – June) *	\$4,533,076.84	\$679,961.53	\$5,213,038.37
2025/26 (July – Dec.) *	\$2,334,534.57	\$350,180.19	\$2,684,714.76
	\$9,068,134.15	\$1,360,220.13	\$10,428,354.28
*Includes Not to Exceed estimated CPI of 3%			

5. Contractor will only be paid for Additional Work in accordance with the terms of the Contract, including, but not limited to Sections 5.2 and 5.6.

6. Except as amended herein, all other provisions of the Contract, including but not limited to Exhibits A, C, D, E, and F, as may have been amended from time to time, will remain in full force and effect.

7. All requisite insurance policies to be maintained by the Contractor pursuant to the Contract, as may have been amended from time to time, will include coverage for this Amendment.

8. The individuals executing this Amendment and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Amendment.

9. Signatures.

9.1 Counterparts. This Amendment may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute the same instrument.

9.2 Digital/Electronic Signatures. Using a City-approved method, this Amendment may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this Amendment will be construed as the Parties' consent to do business electronically.

[Signatures on the following page.]

CONTRACTOR:

CITY:

By: _____
Brian Helgoe, CEO/Managing Member

By: _____
Tim Y. Ogden, City Manager

ATTEST:

By: _____
Justin Stewart, Vice President

By: _____
Margaret Wimberly, City Clerk

APPROVED AS TO FORM:

By: _____
Damien Brower, City Attorney

Exhibit B – Scope of Work/Cost Proposal Form

Rates Effective 01/01/2024

PARKS

PARK NAME	TOTAL ACREAGE	TURF ACREAGE	BEDDING ACREAGE	HARDSCAPE/ PLAYGROUND	ANNUAL COST
Almanor Park	0.11	0.03	0.03	0.05	\$1,909.62
Almond Park	1.40	0.70	0.37	0.33	\$11,892.83
Alta Park	2.30	0.75	0.45	1.10	\$20,764.80
Amber Park	0.30	0.12	0.06	0.12	\$4,799.09
Amber Pocket Park	0.10	0.05	0.05	0.00	\$6,295.53
Anastasia Park	0.82	0.35	0.10	0.37	\$8,721.29
Appaloosa Park	0.94	0.69	0.18	0.07	\$11,099.60
Apple Hill Park	5.00	3.90	0.13	0.97	\$31,713.69
Apricot Park	0.25	0.15	0.08	0.02	\$5,551.05
Arbor View Park	5.00	4.30	0.47	0.23	\$38,056.68
Aspen Park	1.26	0.94	0.32	0.00	\$15,487.08
Balfour-Guthrie Park	6.00	3.98	0.99	1.03	\$39,643.05
Bella Fiore Park	0.29	0.06	0.10	0.13	\$3,925.33
Berkshire Park	0.41	0.20	0.01	0.20	\$5,551.05
Big Basin Park	1.03	0.60	0.13	0.30	\$12,582.29
Black Gold Park	6.00	0.18	5.32	0.50	\$15,853.73
Blue Goose Park	5.04	2.39	0.90	1.75	\$28,543.44
Brentwood Family Aquatic Complex	7.00	1.31	0.17	5.52	\$37,261.01
Brentwood Skate Park	0.50	0.46	0.03	0.01	\$7,928.11
Caboose Park	1.00	0.39	0.49	0.12	\$10,703.63
Celeste Park	1.69	0.52	0.06	1.11	\$6,341.72
Cherry Park	0.44	0.25	0.11	0.08	\$7,928.12
City Park	2.50	0.95	1.40	0.15	\$45,492.64
Cortona Parks	1.26	0.22	0.72	0.32	\$6,607.80
Creekside Park	9.53	5.67	1.22	2.64	\$47,571.17
Creekside Trailhead Park	0.40	0.15	0.05	0.20	\$6,341.74
Curtis Park	0.14	0.04	0.02	0.08	\$3,964.68
Dakota Park	4.32	2.50	1.25	0.57	\$38,554.81
Daytona Park	1.19	0.50	0.16	0.53	\$9,345.85
Dolphin Park	1.78	1.11	0.16	0.51	\$16,019.41
Dragonfly Park	0.55	0.20	0.13	0.22	\$4,243.61
Egret Park	1.53	0.75	0.08	0.70	\$12,047.69
Fruitwood Park	0.41	0.29	0.12	0.00	\$7,134.93
Garin Park	6.35	4.77	0.13	1.45	\$34,885.19
Gemini Park	0.76	0.58	0.05	0.13	\$7,134.93
Glory Park	1.09	0.79	0.12	0.18	\$8,721.29
Golden Poppy Park	0.82	0.12	0.42	0.28	\$10,113.52

PARK NAME	TOTAL ACREAGE	TURF ACREAGE	BEDDING ACREAGE	HARDSCAPE/ PLAYGROUND	ANNUAL COST
Granville Green Park	1.77	0.63	0.31	0.83	\$10,703.63
Heron Park	4.50	2.58	1.25	0.67	\$29,335.41
Homecoming Park	2.00	0.31	0.20	1.49	\$9,514.49
Hummingbird Park	0.63	0.33	0.15	0.15	\$7,080.87
Kaleidoscope Park	0.90	0.20	0.12	0.58	\$7,134.94
Kestrel Park	2.71	0.48	1.41	0.82	\$15,858.88
King Park	4.85	3.65	0.90	0.30	\$49,157.55
Lake Park	1.60	1.24	0.05	0.31	\$11,099.61
Lexington Park	0.16	0.07	0.05	0.04	\$2,280.94
Live Oak Park	2.38	1.50	0.28	0.60	\$36,842.94
Loma Vista Park	5.30	4.49	0.23	0.58	\$34,885.19
Magpie Park	1.88	0.75	0.29	0.84	\$18,960.00
Mallard Park	1.70	0.70	0.65	0.35	\$13,880.12
Marsh Creek Staging Area	0.50	0.00	0.24	0.26	\$7,134.93
Marsh Creek Vista Park	0.50	0.07	0.10	0.33	\$4,965.21
McClarren Park	3.24	1.94	0.46	0.84	\$23,785.59
Meadowhawk Park	0.69	0.26	0.22	0.21	\$7,409.32
Medallion Park	0.83	0.38	0.13	0.32	\$20,855.22
Mission Grove Park	2.32	1.20	0.85	0.27	\$16,936.44
Miwok Park	7.63	6.27	1.22	0.14	\$63,427.38
Monarch Park	2.82	0.47	1.49	0.86	\$24,205.64
Monte Rosa Park	1.76	1.00	0.66	0.10	\$16,809.60
Oak Meadow Park	12.77	8.80	0.92	3.05	\$79,284.87
Orchard Park	5.14	4.46	0.19	0.49	\$38,849.89
Palmilla Park	2.64	1.65	0.29	0.70	\$31,580.30
Palomino Park	0.61	0.52	0.03	0.06	\$8,721.29
Peach Park	0.77	0.53	0.15	0.09	\$9,514.49
Pelican Park	1.09	0.57	0.18	0.34	\$9,264.92
Pioneer Park/Miwok Ave. Entry	2.79	1.25	0.62	0.92	\$32,400.00
Pistachio Park	1.07	0.50	0.10	0.47	\$10,791.08
Portofino Park	1.00	0.60	0.40	0.00	\$14,271.12
Rainbow's End Park	0.76	0.33	0.08	0.35	\$7,928.12
Rolling Hills Park	2.05	0.71	0.78	0.56	\$11,892.79
Rose Garden Park	2.51	1.85	0.35	0.31	\$23,785.59
Sage Glen Park	1.99	1.26	0.27	0.46	\$17,443.83
Seedling Park	1.28	0.79	0.29	0.20	\$11,099.61
Sparrow Park	0.76	0.48	0.11	0.17	\$11,287.13
Spirit Park	1.06	0.40	0.60	0.06	\$7,134.93
Steeplechase Park	1.12	0.69	0.21	0.22	\$11,892.79
Stonehaven Park	0.15	0.07	0.02	0.06	\$4,757.88
Summerset Commons	8.13	0.60	5.69	1.84	\$35,799.54

PARK NAME	TOTAL ACREAGE	TURF ACREAGE	BEDDING ACREAGE	HARDSCAPE/ PLAYGROUND	ANNUAL COST
Summerwood Park	4.00	3.22	0.38	0.40	\$34,092.01
Sungold Park	1.71	0.90	0.61	0.20	\$15,585.16
Sunset Park Athletic Complex	38.00	23.98	3.78	10.24	\$212,377.73
Sycamore Park	1.36	0.41	0.63	0.32	\$23,668.47
Topaz Park	0.27	0.11	0.10	0.06	\$5,551.05
Towhee Park	0.53	0.22	0.21	0.10	\$5,601.55
Tulare Park	1.38	0.48	0.62	0.28	\$19,341.27
Veterans Park	10.00	5.35	1.34	3.31	\$68,793.58
Walnut Park	5.00	4.47	0.35	0.18	\$39,324.53
Wheatfield Park	1.34	0.95	0.20	0.19	\$13,479.17
Windsor Way Park	0.36	0.06	0.02	0.28	\$5,232.53
Yokut Park	1.38	0.88	0.19	0.31	\$11,892.80
TOTALS	243.20	136.57	47.55	59.08	\$1,855,635.92

LLADS

Rates Effective 01/01/2024

LLAD	TOTAL ACREAGE	TURF ACREAGE	BEDDING ACREAGE	WEED ABATEMENT	ANNUAL COST
94-1	29.80	6.73	22.56	0.51	\$254,261.70
95-2	2.33	0.40	1.93	0.00	\$20,891.40
95-5	3.68	0.00	3.60	0.08	\$20,675.30
95-6	0.15	0.00	0.15	0.00	\$2,248.40
95-7	2.32	0.79	1.53	0.00	\$26,368.75
95-8	7.72	0.04	6.43	1.25	\$64,617.59
97-1	5.23	0.76	3.80	0.67	\$46,205.90
98-3	1.02	0.13	0.89	0.00	\$9,139.75
98-4	0.44	0.37	0.07	0.00	\$6,595.31
98-5	0.23	0.00	0.23	0.00	\$3,321.39
99-3	22.54	3.82	16.31	2.41	\$172,057.67
99-4	0.35	0.07	0.09	0.19	\$2,791.76
99-5	9.84	2.31	6.78	0.75	\$104,120.96
99-6	0.11	0.00	0.11	0.00	\$1,717.53
99-7	2.72	0.08	2.61	0.03	\$25,107.15
99-8	1.96	0.42	0.92	0.62	\$16,044.85
99-9	2.76	0.26	2.30	0.20	\$25,558.06
00-2	0.13	0.00	0.12	0.01	\$1,861.18
00-3	0.67	0.00	0.65	0.02	\$8,225.40
00-4	2.37	0.64	0.72	1.01	\$16,113.55
01-1	2.83	2.68	0.06	0.09	\$36,005.66
02-2	8.38	2.41	5.96	0.01	\$86,879.47
02-3	25.02	12.56	11.06	1.40	\$190,885.44
02-4	0.86	0.07	0.79	0.00	\$8,169.19
02-5	1.28	0.00	1.06	0.22	\$10,310.16
02-6	0.40	0.07	0.24	0.09	\$5,319.95
02-7	1.30	0.00	1.00	0.30	\$16,894.24
02-9	1.91	0.07	0.04	1.80	\$2,298.38
02-11	0.39	0.00	0.28	0.11	\$312.29
02-12	0.63	0.30	0.33	0.00	\$8,546.43
02-13	0.75	0.37	0.38	0.00	\$9,415.81
03-2	29.78	12.74	15.13	1.91	\$234,263.43
03-3	1.52	0.00	1.52	0.00	\$14,839.43
03-5	2.73	0.39	2.34	0.00	\$32,546.74
04-2	0.12	0.00	0.12	0.00	\$1,230.38
06-2	5.28	0.02	2.40	2.86	\$54,073.38
06-3	20.36	0.00	18.21	2.15	\$188,480.96
06-4	1.05	0.00	1.05	0.00	\$15,676.36

LLAD	TOTAL ACREAGE	TURF ACREAGE	BEDDING ACREAGE	WEED ABATEMENT	ANNUAL COST
06-5	4.89	0.00	4.89	0.00	\$119,692.68
11-1	0.65	0.00	0.65	0.00	\$5,469.97
14-1	1.58	0.00	1.58	0.00	\$4,040.54
14-2	5.16	0.69	4.47	0.00	\$43,369.83
15-1	1.05	0.00	1.05	0.00	\$10,174.04
15-2	0.18	0.00	0.18	0.00	\$1,719.43
16-1	1.26	0.00	1.26	0.00	\$15,222.56
16-2	0.93	0.00	0.93	0.00	\$8,523.27
17-1	0.10	0.00	0.10	0.00	\$954.81
17-2	0.71	0.00	0.71	0.00	\$8,024.65
19-1	1.53	0.00	1.53	0.00	\$9,548.95
19-2	0.66	0.00	0.66	0.00	\$3,335.46
21-1	1.04	0.00	1.04	0.00	\$13,348.80
21-2	2.25	0.00	2.25	0.00	\$24,868.32
21-3	0.64	0.00	0.64	0.00	\$7,104.00
TOTALS	223.59	49.19	155.71	18.69	\$2,019,468.61

RIGHT-OF-WAY AREAS ("R" AREAS)

AREA #	RIGHT-OF-WAY AREA	TOTAL ACREAGE	TURF ACREAGE	BEDDING ACREAGE	WEED ABATEMENT	ANNUAL COST
1	Sand Creek Rd. and Fairview Ave. (west median and south side of Sand Creek From Fairview to Linden)	1.03	0.00	1.03	0.00	\$9,785.00
2	Minnesota (Bristow), Outrigger & Sand Creek	1.43	0.34	0.75	0.34	\$10,865.00
3	Sand Creek Rd. (O'Hara to railroad tracks)	2.69	0.00	0.20	2.49	\$5,635.00
7	Sand Creek Rd. (Median near Brentwood Blvd)	0.10	0.00	0.10	0.00	\$950.00
8	Brentwood Blvd (Applewood Ct. to Lone Tree)	1.60	0.00	1.47	0.13	\$14,160.00
9	Brentwood Blvd (Havenwood to Applewood)	3.02	0.02	0.36	2.64	\$7,570.00
10	Grant Street & Sunset (EBMUD) Oleanders to be maintained at 5' height	3.78	3.16	0.62	0.00	\$35,910.00
11	Brentwood Blvd (Sand Creek Rd to Nancy St)	0.61	0.00	0.46	0.15	\$4,595.00
12	Central Blvd/O'Hara/2nd Street	1.03	0.00	0.35	0.68	\$3,716.70
13	Downtown District	1.95	0.00	0.46	1.49	\$11,991.47
14	Second Street Medians	0.36	0.00	0.36	0.00	\$1,944.68
16	Oak Street and Walnut Blvd (Tree Wells)	0.01	0.00	0.01	0.00	\$95.00
17	Balfour Rd and Walnut Blvd	1.39	0.00	0.46	0.93	\$5,765.00
17A	West side of Walnut Blvd. from McClarren to Food Maxx	0.16	0.00	0.16	0.00	\$1,520.00
18	Balfour (Sound Wall - Harvest Park to Guthrie)	0.25	0.00	0.16	0.09	\$1,655.00
19	Balfour Rd and Sellers Ave	3.14	1.88	1.26	0.00	\$29,830.00
20	Police Department and CD Building	3.16	0.43	0.73	2.00	\$14,020.00
22	Central Blvd - (Between Griffith to North Estates on north and south sides of the road) and Duffy Meadows	1.60	0.00	0.25	1.35	\$4,400.00
23	Griffith (between Balfour & Dainty)	0.22	0.00	0.22	0.00	\$2,090.00
24	Balfour Rd, Griffith Lane & Contiente Ave	0.14	0.00	0.04	0.10	\$530.00
25	Balfour Median (Griffith to Rosegate)	0.67	0.00	0.67	0.00	\$6,365.00
26	Marsh Creek Trail (Between Balfour & Dainty)	0.60	0.58	0.02	0.00	\$5,700.00
27	Balfour, Crescent & Claremont (Marsh Creek)	1.55	0.00	1.55	0.00	\$14,725.00
28	Dry Creek Area (Balfour, Clearview & Crescent)	1.84	0.08	1.76	0.00	\$17,480.00
29	Minnesota Ave. (Balfour to Sand Creek)	1.15	0.00	0.50	0.65	\$5,725.00
30	Central Blvd (Between Minnesota & Dainty) Oleanders to be maintained at 5' height	0.20	0.00	0.20	0.00	\$1,900.00
31	Central Blvd and Minnesota Ave	1.04	0.00	1.04	0.00	\$9,880.00
32	Deer Creek Channel (San Jose Ave)	1.14	0.00	0.33	0.81	\$4,350.00
33	Fairview (Central Blvd to San Jose Ave)	0.72	0.00	0.71	0.01	\$6,760.00
34	Central Blvd (East Side of Fairview)	0.14	0.00	0.14	0.00	\$1,330.00
35	Central Ave (Apple Hill Median)	0.06	0.04	0.02	0.00	\$570.00
36	Fairview (Central Ave to Balfour Rd)	1.07	0.00	1.07	0.00	\$10,165.00
37	Balfour (Median between Fairview & Rossano)	0.08	0.00	0.08	0.00	\$760.00
38	Fairview (Balfour to Arlington)	0.24	0.00	0.24	0.00	\$2,280.00

AREA #	RIGHT-OF-WAY AREA	TOTAL ACREAGE	TURF ACREAGE	BEDDING ACREAGE	WEED ABATEMENT	ANNUAL COST
39	Balfour Road from Fairview to Bypass	2.87	0.64	1.36	0.87	\$20,305.00
40	Deer Creek Trail in Apple Hill	3.30	0.00	3.30	0.00	\$31,350.00
41	Dry Creek (Apple Hill Pathway)	0.19	0.00	0.00	0.19	\$285.00
42	Brentwood Blvd (Birch to Armstrong) <i>Oleanders to be maintained at 5' height</i>	5.98	0.00	1.73	4.25	\$22,810.00
43	Arlington (Between Claremont & Cheshire)	0.17	0.00	0.17	0.00	\$1,615.00
44	End of Creek Rd (By Bridge to Creekside)	2.75	0.00	2.65	0.10	\$25,325.00
45	Walnut Blvd. Water Tower	4.46	0.00	0.02	4.44	\$6,850.00
46	American Avenue (4 medians)	1.27	0.00	0.29	0.98	\$4,225.00
47A	Creek Rd.	7.02	0.00	6.77	0.25	\$64,690.00
47B	Fairview/Concord Ave.	1.95	0.00	0.00	1.95	\$2,925.00
48	American Avenue (2 medians)	1.09	0.00	0.59	0.50	\$6,355.00
49	John Muir Ext. (Phase 1) Ventura to Foothill	2.38	0.00	1.45	0.93	\$15,170.00
50	John Muir Ext. (Phase 2) Foothill to Briones	1.71	0.00	0.45	1.26	\$6,165.00
52	Marsh Creek Trailhead	0.60	0.00	0.60	0.00	\$5,700.00
53	Misc Spray Sites (*See Below)	25.33	0.00	0.00	25.33	\$45,594.00
TOTALS		99.24	7.17	37.16	54.91	\$514,381.85

BREAKDOWN OF MISCELLANEOUS SPRAY SITES (#53 ABOVE)

#	LOCATION/DESCRIPTION	ACRES
53 (74)	Hanson Lane north and southside from 112 Hanson to Marsh Creek	0.67
53 (75)	City lot on Heartland Court along Marsh Creek from park to Well #7	0.17
53 (78)	7101 and 7131 Lone Tree Way and section of 7151 Lone Tree Way	0.58
53 (79)	Smith Lane east and west side from Lone Tree Way to O'Hara Avenue	0.36
53 (82)	New Jeffery Way from Lone Tree Way including median	1.72
53 (84)	Heidorn Ranch east side from Home Depot to PG&E yard across the street	0.49
53 (85)	City lot behind 870 Kramer Court next to PG&E plant	0.30
53 (88)	Cambrian Place north side from Minnesota Avenue to the park	0.15
53 (101)	Highway 4 Bypass - Sand Creek Road medians west of Bypass	0.52
53 (121)	Shady Willow Lane west side from Empire Avenue to Sand Creek Road	0.70
53 (124)	Strathaven Place west side from 1720 Brampton Place to south end	0.07
53 (125)	Montclair Place east and west side from 1700 Ashbourne Place to south	0.05
53 (149A)	Zone II water tanks off of St Andrews Drive	0.25
53 (149B)	Zone II water tanks off of Vineyards Subdivision	0.25
53 (176)	Empire Avenue shoulder and ditch from Lone Tree Way to City limit	0.27
53 (178)	Lone Tree Way from Fairview Avenue to Gann Street subdivision	0.20
53 (181)	Lone Tree Way north side from O'Hara Avenue to Anderson Lane and on the southwest corner of Lone Tree and Adams Lane	0.52
53 (182)	Lone Tree Way south side from O'Hara Avenue to Tilton Lane	0.29
53 (185)	Lone Tree Way south side from Virginia Drive to Brentwood Blvd.	0.25
53 (186)	Lone Tree Way north side from Virginia Drive to Brentwood Blvd.	0.98

53 (187)	Lone Tree Way south side from Brentwood Blvd to Arroyo Seco Subdivision	0.21
53 (188)	Lone Tree Way north side from Brentwood Blvd to east end of Lone Tree Way	0.25
53 (189)	Anderson Lane west side from City limit to Lone Tree Way	0.11
53 (190)	Anderson Lane east side from City limit to Lone Tree Way	0.36
53 (191)	O'Hara Avenue east side from Lone Tree Way to Brentwood Park sub	0.14
53 (192)	O'Hara Avenue east side from Lone Tree Way to O'Hara Lane	0.56
53 (193)	O'Hara Lane north side from O'Hara Avenue to Smith Lane	0.13
53 (195)	Windy Springs Lane west side from Lone Tree Way to Amber Lane and on Lone Tree and Windy Springs Lane	0.37
53 (197)	Empire Avenue west side from Lone Tree Way to Amber Lane	0.31
53 (199)	Empire Avenue south side from Shady Willow Lane to west end of road	0.23
53 (201)	Shady Willow lane west side from Golden Hills Church to Grant Street	0.20
53 (203)	Amber Lane north and south side of road from Shady Willow to Jeffrey	0.36
53 (205)	Old Sand Creek Road north and south side from Hwy 4 Bypass to Heidorn	0.73
53 (207)	Amber Lane north side of road from Empire Ave to Shady Willow	0.19
53 (209)	Minnesota Ave east side along RR Tracks	0.69
53 (210)	Old Sand Creek Road north side to Helena Way	0.73
53 (211)	Fairview Avenue west side from north of Hillsborough Blvd to Fairview Ct	0.43
53 (212)	Fairview Avenue west side from Apricot Way to Sand Creek Road	0.13
53 (214)	Sand Creek Road north side from Fairview Avenue to apartment complex	0.85
53 (215)	Sea Vista Drive	0.01
53 (216)	Sand Creek Road south side from Raleys to Hwy 4 Bypass	0.38
53 (217)	Sand Creek Road north side from trail to O'Hara Ave	0.24
53 (219)	Old Sand Creek Road from Shady Willow Lane to Bypass	1.61
53 (220)	Adams Lane east side from Grant Street to O'Hara Ave	0.31
53 (223)	Gracie Lane north side	0.22
53 (224)	Lone Oak Road east and west side from Grant Street to Gracie	0.55
53 (231)	Homecoming Way north side and east side of Brentwood Blvd from Homecoming to Hansen	0.33
53 (232)	Hanson Lane south side	0.12
53 (233)	Beverly Place north and south side	0.60
53 (234)	Sunrise Drive north and south side	0.55
53 (235)	Gregory Lane north, south, east and west sides	0.55
53 (237)	Oak Street north side from Yamanaka subdivision Phase 1 to Chestnut	0.11
53 (258)	Chestnut Street north side from Oak Street to Sellers Ave	0.18
53 (261)	East side of Sellers from Chestnut to the EBMUD canal	0.56
53 (265)	Harvest Park north side from Guthrie Lane to Well#13	0.16
53 (266)	Harvest Park north side from the church to the bowling alley	0.05
53 (282)	Marsh Creek Road in front of John Marsh House	1.42
53 (290)	Presidio Drive	0.36
53 (294)	Sand Creek/Business Center	0.07
53 (304)	Sand Creek Road north and south side from Brentwood Blvd to Milford Court	1.18
	TOTAL	25.33

PUBLIC WORKS AREAS	TOTAL ACREAGE	TURF ACREAGE	BEDDING ACREAGE	WEED ABATEMENT	ANNUAL COST
Trees at Corporation Yard <i>119 Oak and Redwood trees around northwest perimeter of the Corp Yard</i>	1.10	0.00	0.00	1.10	\$1,414.07
Solid Waste Transfer Station (at Corporation Yard)	0.42	0.00	0.42	0.00	\$2,795.76
Municipal Services Center Landscaping	0.25	0.15	0.10	0.00	\$4,608.00
Zone 1.3 Reservoir - 2446 St. Regis <i>Trees/irrigation on hillside surrounding the perimeter fence of water tank</i>	0.60	0.00	0.60	0.00	\$1,446.43
Zone 1 Pump Station - 3110 Empire Avenue <i>Area and trees behind the shoulder and ditch line on Empire Avenue</i>	0.13	0.00	0.13	0.00	\$479.60
Zone 2.2 Pump Station - Home Depot <i>Trees surrounding perimeter fence</i>	0.10	0.00	0.10	0.00	\$417.89
Booster Pump Station 2.3 - 1290 Fairview Avenue <i>Trees/irrigation surrounding perimeter fence</i>	0.09	0.00	0.09	0.00	\$397.32
TOTALS	2.69	0.15	1.44	1.10	\$11,559.07

RATES AND FEES FOR ADDITIONAL WORK

LABOR	HOURLY RATE
Common Labor	\$60.00
Skilled Technician	\$85.00
Supervisor	\$95.00
Emergency / Off Hour Response	\$125.00
Other (describe):	

APPLICABLE EQUIPMENT	
Tractor with Implements (spreader, auger, aerator)	\$55.00
Spray Equipment	\$25.00
Dump Truck	\$70.00
Heavy Equipment	\$70.00
Slit Seeder	\$45.00

DIRECTED WORK RATES – WEED ABATEMENT	
Per Acre Disking	\$450.00
Per Acre Rough Mowing	\$450.00
Per Acre Hand Work	\$1,600.00
Per Acre Herbicide	\$750.00

MATERIAL MARKUP OVER WHOLESALE	
Material Markup Over Wholesale	20%



**City of Brentwood
REQUEST FOR PROPOSALS
For Landscape Maintenance Of
Right-of-Ways**

Date of Issuance:	September 27, 2023
Request for Information Deadline:	October 12, 2023
Proposal Deadline:	October 24, 2023 at 4:00 p.m.

CITY OF BRENTWOOD REQUEST FOR PROPOSALS (“RFP”)

The City of Brentwood (“**City**”) requests proposals (“**Proposals**”) from qualified firms (individually, a “**Respondent**” and collectively, “**Respondents**”) to provide Landscape Maintenance of Right-of-Way Areas (“**R**” Areas).

1. ABOUT THE CITY

The City is a general law city located in east Contra Costa County, with an estimated population of 66,500. Additional information about the City is available online at <https://www.brentwoodca.gov>.

2. THE WORK

A. Summary.

The work to be performed consists of the furnishing of all labor, insurance, materials and equipment needed to perform Landscape Maintenance Services for Right-of-Way Areas (“**R**” Areas), as further described in the corresponding Scope of Work, which is attached and incorporated as “**Exhibit B**” (the “**Work**”).

The Landscape Maintenance Contract (“**Contract**”) is an outcome-based contract measured by the City’s established standards that must be achieved in order to determine compliance and payment (see Exhibit C - Landscape Maintenance Standards (“**Exhibit C**”), which is attached to and incorporated into this RFP). The Respondent submitting a Proposal is responsible to develop a base bid necessary to maintain the expected outcome standards. The bid is to be presented as what the total cost would be for each site for a 12-month period basis. The City will inspect the work performed against the stated standards in Exhibit C to determine compliance and payment as outlined in Exhibit D - Outcome-Based Contract and Inspection Problem Resolution (“**Exhibit C**”), which is attached to and incorporated into this RFP. The initial term of the Contract is two (2) years commencing January 1, 2024 and ending December 31, 2025. City may elect to extend the term, at its sole discretion, for one additional two (2) year term. If City elects to extend the term, the compensation payable to Contractor will be adjusted by the increase in the Consumer Price Index (CPI) – Urban Wage Earners and Clerical Works for the San Francisco – Oakland – Hayward metropolitan area as of April 30th of each year, but the CPI increase will not exceed 3%.

Respondents must submit a Proposal for all components of the Work. The Respondent awarded the Contract will be responsible for all transportation to and from each work site. Vehicles and transportation will not be provided by the City.

The Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers’ compensation insurance.

This Work is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to

perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship an similar purposes. Copies of these prevailing rates are available online at <http://www.dir.calgov/DLSR> and on file at the City.

City may not enter into the Contract with a Respondent without proof that the Respondent and its subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code section 1725.5, subject to limited legal exceptions.

A supervisor shall be immediately available at all times that employees, agents, or subcontractors are working on sites, and must be available twenty-four (24) hours a day via fax, telephone, email, or text, and must demonstrate verbal and written communication skills sufficient for the Work required.

B. Form of Contract. A copy of the City's standard Contract ("**Contract**"), is attached and incorporated as "**Attachment A.**" By submitting a Proposal, the Respondent agrees to enter into the Contract using the attached form with no exceptions to the form of the Contract.

Each Respondent shall thoroughly examine and be familiar with all legal and procedural documents, specifications, and addenda (if any). Submission of a Proposal shall constitute acknowledgment, upon which City may rely, that the Respondent has thoroughly examined and is familiar with the Contract Documents, as defined in the Contract. Failure or neglect of a Respondent to receive or examine any of the Contract Documents shall in no way relieve them of any obligation with respect to its Proposal or to the Contract. No claim for additional compensation will be allowed that is based upon a lack of knowledge of any Contract Documents.

C. Scope of Work. By submitting a Proposal, the Respondent represents that it is fully qualified and available to provide the work set forth in the Scope of Work (also referred to as "Work" or "Exhibit B") at the price set forth in its Proposal, and that it agrees to provide the Work if it is awarded the Contract, which will attach and incorporate the applicable Scope of Work.

3. REQUEST FOR PROPOSAL PROCEDURES

A. Inspection of Site Locations of Work. Respondents are required to inspect the sites where the Work will occur in order to satisfy itself, by personal examination or by such other means as it may prefer, of the actual conditions of and at the sites (see **Exhibit B** for site locations). Respondents may request additional information or explanations about the Work, from the City (in accordance with 3.B below), before submitting a Proposal. However, no supplemental information requested or furnished shall vary the terms of the Contract Documents, or affect the Respondent's sole responsibility to satisfy itself as to the conditions of the site locations where the Work will be performed. No claim for additional compensation will be allowed that is based upon a lack of knowledge of the actual conditions or site locations where the Work will occur.

Submission of a Proposal by a Respondent shall constitute acknowledgment that the Respondent has relied, and is relying on, its own examination of: (a) the site locations of

the Work; (b) the ability to access the site locations; (c) all other data, matters, and things required for the fulfillment of the Work and, on their own knowledge of existing facilities on and in the vicinity of the site locations of the Work and not on any representation or warranty of the lack of knowledge of the above items.

B. Requests for Information. Questions or objections relating to the RFP, the RFP attachments, the RFP procedures, or the Work may only be submitted via email to Aaron Wanden, Park Maintenance Manager, at awanden@brentwoodca.gov by 5:00 p.m. Pacific Daylight Time on Thursday, October 12, 2023 (the “**Request for Information Deadline**”). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be deemed waived.

Interpretations, where necessary, will be made by the City in the form of a “City of Brentwood Response to Requests for Information” document that will be sent to all companies that were notified of the availability of the Request for Proposal documents. The document will also be posted on the City’s website at <https://www.brentwoodca.gov/government/projects-bids-rfps>. City will not be bound by the oral representations of any City officials, employees, or representatives.

C. Submittal Instructions. Proposals must be **received** by the City by or before **Tuesday, October 24, 2023 at 4:00 p.m.**, Pacific Daylight Time (“**Proposal Deadline**”). Respondent must submit one copy of the Proposal in electronic format (pdf or Word) via email to Aaron Wanden, Park Maintenance Manager at awanden@brentwoodca.gov with the subject line stating: “**Proposal for Landscape Maintenance Services of Right-of-Way Areas**” by the Proposal Deadline. Late submissions will be disregarded.

D. Planned RFP Schedule. The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the Proposal Deadline, and may be amended by addenda to this RFP.

ACTIVITY	PLANNED DATES/TIME
RFP Issued	September 27, 2023
Request for Information Deadline	October 12, 2023 at 5:00 p.m.
Proposal Deadline	October 24, 2023 at 4:00 p.m.
Interviews <i>(if requested by City)</i>	October 26, 2023
Notice of Selection	October 27, 2023
Council Consideration of Award	November 14, 2023
Commence Services	January 1, 2024

E. Addenda. City reserves the right to issue addenda to modify the terms and conditions of this RFP, including modifications to the Proposal Deadline or to the Attachments to this RFP. Addenda will be posted on the City’s website at <https://www.brentwoodca.gov/government/projects-bids-rfps>. Each Respondent is solely responsible for checking the City’s website for addenda, and for reviewing any and all addenda before submitting its Proposal.

4. PROPOSAL REQUIREMENTS

Each Proposal must be submitted in compliance with the requirements of this RFP. Each Proposal must respond to the items listed below. *Clarity and brevity are preferable to volume.*

By submitting a Proposal, the Respondent agrees that the lump sum price and proposed approach to providing the services to the Work, including staffing, constitute a firm offer to enter into the Contract with the City, and that the offer will remain open for 90 days following the Proposal Deadline. Modification to a Proposal already received will be considered only if the modification is received prior to the Proposal Deadline. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original Proposal.

City reserves the right to postpone the date and time for receiving and/or opening Proposals.

Proposal submission requirements:

A. Cover Letter. Provide a brief cover letter that includes all of the following information:

- (1) Respondent's name, address, phone number, and website address;
- (2) Type of organization (e.g. corporation, partnership, sole proprietorship; and State of formation);
- (3) A summary of general information about Respondent and the types of services it provides in relation to the Work required by the City; and
- (4) Contact information, including name, title, address, phone number, and email, of Respondent's primary representative for purposes of this RFP.
- (5) A statement certifying that Respondent has thoroughly examined and is familiar with the Contract Documents.
- (6) A statement certifying that Respondent has inspected all site locations where the Work will be conducted.

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state his or her name, title, and email address.

B. General Qualifications. Provide a brief description of the Respondent's business, including the number of years in business under the current name. Describe the size of the business, including total number of employees and offices, and identify and briefly describe each local office that will be involved in providing the Work if awarded the Agreement. Describe how and why Respondent is qualified to provide the Work.

C. Experience. Identify services Respondent has provided in the last five years for projects that are similar in scope and nature to the Work described in this RFP, particularly with respect to services provided to other cities or public agencies. For each example, provide: (1) a brief description of the services provided, (2) an explanation of why this experience is relevant to the required Work, and (3) the name and address of the contracting agency, including contact information for a reference check (name, title, phone number, and email address).

D. Resources and Service Description. Include a comprehensive description of the resources and methodology that will be used to complete each element of the requested services. Special emphasis should be placed on how Respondent company will “partner” with the City to provide innovative approaches and techniques in both the services provided today and in the way it will respond to future needs in this community. Include how Respondent can build trust into the relationship between Respondent company and the City.

E. Staffing Process.

- a. Include a work plan of how you will staff and supervise each area. Include the estimated hours needed to maintain each area, listing each area separately. Provide a monthly calendar indicating staffing and work strategies throughout all seasons of the year. Discuss how you will adhere to all maintenance schedules.
- b. Provide a complete overview of all training programs provided.
- c. Detail your company’s employee retention program and philosophy.
- d. List the full or part time status of each employee that will be assigned to this the Work.
- e. Describe the designated on-site supervisor’s role in delivery of the Work and availability of on-site supervisor and contingency plans when not available.
- f. Describe the line staff’s role in the delivery of exceptional service.

F. Liability Issues. Discuss how Respondent company handles damage or theft claims.

G. Logistical Issues. Describe how Respondent company will make available the equipment and supplies (i.e., machinery, signs, cones, chemicals, etc.) needed to perform all Work, including where Respondent will be based and will store equipment.

H. Chemicals. List the chemicals proposed for use in this Contract. Describe how each will be used. Please note that the product “Round Up” is not approved for use by the City. All chemicals used for the Work must be approved by City staff.

I. Equipment. Attach an equipment inventory listing all equipment and vehicles to be used for landscape maintenance.

J. Communication. Describe the systems Respondent company uses to communicate between supervisors and/or office staff and field staff. Also describe the system used to assign, track and evaluate work performed by employees.

K. Technology. Discuss any technology tools used to stay innovative and responsive to the needs of the services provided, and that will allow staff to utilize City systems.

L. Irrigation. Included in the Respondent’s base bid, the Respondent will be responsible for all irrigation repairs starting from the automatic irrigation valve to the end point of each irrigation station. This includes solenoids, lateral irrigation lines, swing joints, sprinklers, bubblers, drip systems, etc., unless repairs are deemed necessary due to

vandalism or vehicle accident. Describe your company's strategy for maintaining irrigation systems and preventative measures taken to assure maximum efficiency and water conservation. Discuss experience with Rainmaster Laguna Central Irrigation System or a similar system. Include any strategies used in designating responsibilities of Respondent and owners and how it differed from a non-centrally controlled system.

Please state Respondent's acknowledgement of the City's Water Management Program, which is attached and incorporated as "**Exhibit E**".

M. Billing and Invoicing. Describe the billing and accounting system, as it will relate to this Contract. Describe the capability to customize invoices to meet the City's needs. Attach samples of billing forms and invoices.

N. Reports. Discuss utilization of any computerized maintenance management software utilized to generate management reports and quality assurance methods, including their frequency. Emphasize how Respondent would customize reports for City that will show work accomplished, labor hours, materials consumed, and equipment utilized by site. Attach sample reports.

O. Fertilizer/Pest Control Plan. Submit an annual fertilization and/or weed/pest control plan that would produce a cost effective approach that results in maximum savings to the City while still providing high quality results. This plan is a guide and does not indicate acceptance or approval by the City. Please include the company's Integrated Pest Management Program.

P. Service Philosophy. Discuss what your company believes to be the most important component of the services you provide and explain why.

Q. Customer Service and Quality Assurance. Discuss the company's vision of customer service and quality. Describe the steps the company takes to insure that each person's role in the organization is understood as it relates to exceptional customer service and quality assurance program.

R. Plant Loss. It is one of the Contractor's prime responsibilities to prevent loss of plants caused by pests, diseases, insects, soil conditions, nutrient, micro-climatic conditions, improper planting, or problems in water as further described in Exhibit F – Plant Loss ("**Exhibit F**") to the Contract.

Please state Respondent's acknowledgement of the City's expectations related to Plant Loss as stated in Exhibit F.

S. Proposal Prices. Proposal prices shall include everything necessary for the completion of and fulfillment of the Contract, including but not limited to, furnishing all transportation, materials, equipment, and all management, supervision, permits, labor and services, except as may be provided otherwise in the Contract Documents. The prices should be listed by yearly lump sum by site. The basis of payment shall be on a monthly fixed price basis or as otherwise agreed to in writing by the City. The City reserves the right to negotiate Cost Proposals.

Work must be paid prevailing wage rates (see Section 2.A. above). Using the Scope of Work/Cost Proposal Form(s) (Exhibit B), provide a lump sum price for the Work that is fully inclusive of all costs to provide the Work, including hourly billing rates, all labor, materials, equipment, supplies, the insurance required under the terms of the Contract, travel fees, and any additional cost(s) the City would incur if Respondent is awarded the Contract. Attach a copy of billing rates that would apply to any authorized Additional Work.

Where there is a conflict between words and figures, the words shall govern and the figures shall be disregarded. Please refer to Exhibit B Scope of Work/Cost Proposal Forms to complete the annual prices for various City facilities.

Respondent agrees to perform the Work for the prices indicated in the Proposal for a period of six (6) months (January 1, 2024 through June 30, 2024). Effective July 1st of each year, City will revise the Contract Price to be effective for the next 12-month period on July 1st of each year. All price increases will be based on Bureau of Labor Statistics – Consumer Price Index – Urban Wage Earners and Clerical Workers for the San Francisco – Oakland – Hayward metropolitan area as of April 30th of each year, but the annual price increase will not exceed 3% CPI.

City also agrees to adjust payments to reflect changes in work quantities and to pay for new work assigned to Respondent at the contract rates then in effect, upon written approval of the Parties. Adjustments to quantities may be requested by either party and is subject to field verification by City.

Respondent further agrees to accept Additional Work (as defined in the Contract) assigned by City during each Contract period at the costs quoted in the Proposal or at adjusted costs for succeeding annual periods. Indicate what the material markup is (over wholesale price) for all work types performed.

The City will only award contract(s) if the cost of the Contract is at or below the approved site funding allotment.

T. Additional Work. City has the authority to direct “Additional Work” including work caused by vandalism, City initiated improvements, and the addition of new sites. Additional work outside the Scope of Work will require written approval from City prior to the commencement of work. Costs for additional work completed by the Contractor prior to receiving written approval from the City shall be the responsibility of the Contractor.

U. Taxes. Proposal prices shall include all applicable federal, state, and local taxes.

5. EVALUATION

The factors that the City will consider in evaluating Proposals are as follows:

- Cover letter 1-20 points
- General qualifications 1-20 points
- Relevant experience and References 1-20 points
- Pricing (as provided on Cost Proposal Form Ex. B) 1-20 points
- Responses to 4.D – 4.R. above 1-20 points

6. SELECTION AND AWARD

A. Review. Proposals will be reviewed for responsiveness and evaluated and ranked based on the factors listed in Section 5, above. When the evaluation is complete, the Proposals will be ranked based on total scores to identify the Proposal that provides the best value to the City. Acting in its sole discretion, the City may elect to conduct interviews with shortlisted Respondents. If interviews occur, they may be conducted via electronic methods including teleconference and/or videoconference. Interviews are not public meetings as defined by California open meeting laws (the Brown Act).

The City will evaluate and rank Proposals based on selection criteria. Any Proposal may be rejected if it is conditional, incomplete or contains irregularities. Minor or immaterial irregularities in a Proposal may be waived. Waiver of an irregularity shall in no way modify the Request for Proposals nor affect recommendation for award of the Contract.

B. Award. City staff will recommend award of the Contract, if at all, to the Respondent that is/are determined by the staff to offer the best value to the City based on the City's review, as outlined above. City staff will submit its recommendation(s) to the City Council or the awarding officer, as applicable, for award of the Contract to the Respondent that it determines to offer the best value. The Respondent will be notified of staff's intended recommendation by a Notice of Selection which will be posted on the City's website at <https://www.brentwoodca.gov>, and which may also be emailed to each Respondent that submits a Proposal. The City Council will award the Contract, if at all, to the Respondent that is determined by the City Council, acting in its sole discretion, to offer the best value to the City.

C. Protest Procedures. Any protest challenging the City's intended selection or the selection process must be submitted no later than 5:00 p.m., on the fifth business day following the date of the Notice of Selection. The protest must be submitted in writing via email to Aaron Wanden, Park Maintenance Manager at awanden@brentwoodca.gov; and must clearly specify the basis for the protest. The protest will be reviewed by Bruce Mulder, Director of Parks and Recreation in consultation with the City Attorney's Office, and the Director's determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the City reserves the right to proceed with award of the Contract and commencement of the Work notwithstanding any pending protest or legal challenge.

7. MISCELLANEOUS

A. Disclaimers and Reservation of Rights. Upon receipt, each Proposal becomes the sole property of City and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its Proposal. The City reserves, in its sole discretion, the right to reject any and all Proposals, including the right to cancel or postpone the RFP or the Work at any time, or to decline to award the Contract to any of the Respondents. The City reserves the right to waive any immaterial irregularities in a Proposal or submission of a Proposal. The City reserves the right to reject any Proposal that is determined to contain false or misleading information, or material omissions, and any Proposals from Respondents who have previously failed to perform properly or to complete contracts of any nature on time.

B. Conflict of Interest. Respondents must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Work to be provided pursuant to this RFP. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. In accordance with Government Code Section 1090, Respondents who have participated in preliminary discussions, negotiations, reasoning, planning, and/or drawing of plans and specifications for previous agreements related to the same scope of work, will be excluded from consideration for the award of the Contract. City employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Respondent.

C. Public Records. The City is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the “**Act**”), and each Proposal submitted to the City is subject to disclosure as a public record, unless the Proposal or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its Proposal is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting a Proposal, a Respondent agrees to indemnify, defend, and hold harmless the City against any third party claim seeking disclosure of the Proposal or any portions thereof.

Attachments:
Contract with Exhibits A-F

**CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES
OF RIGHT-OF-WAY AREAS (“R” AREAS)**

This Contract for Landscape Maintenance Services of Right-Of-Way Areas ("Contract") is made this ____ day of _____, 2023 by and between the City of Brentwood ("City") and _____, a _____ ("Contractor") (Each a "Party" and collectively, "Parties").

The parties agree as follows:

1. Award of Contract. In response to the Request for Proposal ("RFP") dated September 27, 2023, Contractor has submitted a Cost Proposal to perform the Work outlined in the RFP and as more explicitly described in Exhibit B – Scope of Work/Cost Proposal Form to this Contract ("Work"). On November 14, 2023, the Brentwood City Council authorized award of this Contract to Contractor for the amount set forth in Section 5, below.

2. Contract Documents. The "Contract Documents" incorporated into this Contract include and are comprised of all of the documents listed below.
 - 2.1 Contract
 - 2.2 Exhibit A - Request for Proposals;
 - 2.3 Exhibit B - Scope of Work/Cost Proposal Form
 - 2.4 Exhibit C - City of Brentwood Park Maintenance Standards
 - 2.5 Exhibit D – Outcome-Based Contract and Inspection Problem Resolution Process
 - 2.6 Exhibit E – Water Management Program
 - 2.7 Exhibit F – Plant Loss

3. Scope of Work.
 - 3.1 City retains Contractor to perform, and Contractor agrees to provide, all necessary management, supervision, labor, materials, tools, supplies, equipment, plants, services, and testing necessary or incidental to perform and complete the Work described in this Contract and Exhibit "B".

 - 3.2 The Work shall be performed in accordance with all requirements of the Contract Documents. Where there is a conflict between the requirements of the various Contract Documents, the more stringent requirement shall govern.

 - 3.3 Without limiting the foregoing description or the details described in Exhibit B, Contractor's scope of work includes, but is not limited to, the following:
 - 3.3.1 Provide labor, material and equipment required for the Work.
 - 3.3.2 Submit all required samples, product data, certificates, operations and maintenance instructions, guarantees, and other submittals as requested by City.
 - 3.3.3 Obtain all necessary permits and approvals for the Work.
 - 3.3.4 Protect all materials to be used in the Work in accordance with the Standards in Exhibit C as well as all local codes, and state and federal laws.

- 3.3.5 Protect existing facilities and real property.
- 3.3.6 Prepare and submit a written monthly activity report to City for each day on which Work is performed, including weekends and holidays when worked, and submit the reports to the City no later than the 10th day of the following month.
- 3.3.7 Unload, hoist and otherwise handle Contractor's own materials, supplies and equipment.
- 3.3.8 Coordinate with Park Maintenance Manager for any City-scheduled events.
- 3.3.9 Provide suitable and adequate sanitary conveniences that conform with local, State, and Federal regulations at suitable locations for the use of Contractor's employees and its subcontractors.
- 3.3.10 Contractor will remove all debris, unused materials or equipment resulting from performance of the Work, no less often than daily. If Contractor fails to do so, City may, after twenty-four (24) hours' notice to Contractor, clean up the site and deduct the cost from monies due or to become due to the Contractor.

3.4 Contractor shall perform the Work with due care, in accordance with generally accepted practices for landscape maintenance services and the scope of Contractor's obligations under this Contract.

3.5 Additional Work. City has the authority to direct additional work to be performed under the Contract, including work caused by vandalism, City initiated improvements, and the addition of new sites (hereinafter collectively referred to as "Additional Work"). Any Additional Work performed outside the Scope of Work requires written approval from the City prior to the commencement of the Additional Work. Costs for Additional Work that is completed by the Contractor prior to receiving written approval from the City shall be the responsibility of the Contractor.

4 Term.

4.1 Unless earlier terminated, the term of this Contract will commence on January 1, 2024 and will expire on December 31, 2025 ("Term"). Time is of the essence in the performance of this Contract. Contractor shall continue performance of the Work without interruption.

4.2 The City Manager may amend the Contract to extend it for up to one additional two-year period or parts thereof. Any extension will be based upon a satisfactory review of Contractor's performance, City needs, and appropriation of funds by the City Council. The Parties will prepare a written amendment indicating the effective date and length of the extended Contract. If City elects to extend the Term, the compensation payable to Contractor will be adjusted in accordance with Section 5 below. Any Compensation increase for the annual extensions periods that exceed 3% CPI, will be approved by the City Council.

5 Compensation.

5.1 City agrees to pay, and Contractor agrees to accept, for full performance of the Work, the prices for landscape maintenance services set forth in the Contract Documents.

The total amount paid to Contractor for the Term of the Contract shall not exceed _____ (\$_____) (the "Contract Price") subject to adjustments for changes in the Work as may be agreed to in writing by the Parties.

City will revise the Contract Price effective for the following 12-month period on July 1st of each year starting July 1, 2024. All price increases will be adjusted by the increase in the Consumer Price Index (CPI) – Urban Wage Earners and Clerical Works for the San Francisco – Oakland – Hayward metropolitan area as of April 30th of each year, but the annual price increase will not exceed 3% of CPI. Revisions to the Contract Price during the Term of this Contract due to an increase in CPI will not require a written amendment or change order unless the annual extensions periods exceed the 3% maximum allowed under 4.2 above.

The Contract Price is broken down as follows which includes a not to exceed 3% estimated CPI amount starting each July 1st:

FY 2023/24	\$_____	(January 1, 2024 – June 30, 2024)
FY 2024/25	\$_____	(July 1, 2024 – June 30, 2025)
FY 2025/26	\$_____	(July 1, 2025 – December 31, 2025)

5.2 Contractor will submit written payment applications for progress payments in a form satisfactory to City on or before the first day of each month on account of routine landscape maintenance services and Additional Work provided during the preceding month. For routine landscape maintenance services, the payment applications shall be based on the tasks satisfactorily completed. For Additional Work authorized in accordance with Section 3.5 above, the payment applications shall identify each person performing Work, the time each person spends on each task (in units not to exceed one quarter hour) and shall be based on the rates in the Cost Proposal Form.

5.3 Within thirty (30) days after receipt of each payment application for progress payment, City shall verify the accuracy of the progress payment application, correct the charges where appropriate, and make payment to Contractor in an amount equal to the amount of such application, as verified or corrected by City. No payment made under this Contract shall be construed as evidence of acceptance of any part of the Work. City reserves the right to withhold payment from Contractor on account of Work not performed satisfactorily, delays in Contractor's performance of Work, or other defaults hereunder. City shall promptly notify Contractor of any invoiced amounts that City disputes, and City and Contractor shall work to promptly resolve any such disputes. Contractor shall not stop or delay performance of Work under this Contract on account of payment disputes with City.

5.4 Payment to Contractor shall be considered as full compensation of all labor, supervision, materials, supplies, and equipment used in carrying out the Work. Contractor shall pay all taxes, including sales, use and income taxes, incurred in connection with performance of the Work.

5.5 City's failure to discover or object to any unsatisfactory work or billing prior to payment will not constitute a waiver of City's right to:

- 5.5.1 Require Contractor to correct such work or billings; or
- 5.5.2 Seek any other legal remedy.

5.6 Should work be requested by City or proposed by Contractor that is beyond the Work described in the Contract Documents, the Contractor shall provide a written request for consideration of Additional Work to the City. Contractor shall not provide Additional Work until Contractor has received written approval from the City to perform the Additional Work. Should the Contractor elect to proceed prior to receiving written approval by the City for Additional Work, the Contractor does so at Contractor's own risk. In no event shall City pay for Additional Work made necessary by Contractor's errors or oversights. The City will pay for approved Additional Work at the rates set forth in this Contract.

5.7 Contractor agrees to furnish, as a condition of payment, payroll affidavits, receipts, vouchers, and other documents, in a form satisfactory to City, prior to receipt of any payment.

6 Entire Agreement. This Contract and the Contract Documents incorporated into it embody the entire agreement and understanding between the Parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Contract. Neither this Contract nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by the Parties.

7 Warranty of Title. Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to City free of any claims, liens, or encumbrances upon payment to Contractor.

8 Warranty of Fitness. Contractor warrants that all materials, supplies and products furnished meet the requirements and conditions of the Contract Documents and are fit for the purpose intended.

9 Licensing. Contractor is required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826, as that address may be changed from time to time.

10 Prevailing Wages – Labor Code Compliance.

10.1 General. This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance.

10.2 DIR Registration. City may not enter into the Contract with a contractor without proof that the Contractor and its subcontractors are registered with the California

Department of Industrial Relations to perform public work under Labor Code section 1725.5, subject to limited legal exceptions.

10.3 Prevailing Wages. This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are on file with the City and available online at <http://www.dir.ca.gov/DLSR>.

10.4 Payroll Records. Contractor must comply with the provisions of Labor Code §§ 1776 and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.

10.5 Contractor and subcontractor Obligations. Contractor and each subcontractor must keep accurate payroll records, 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, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

10.5.1 The information contained in the payroll record is true and correct; and

10.5.2 Contractor or the subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

10.5.3 Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

10.5.4 Enforcement. Upon notice of noncompliance with Labor Code § 1776, Contractor or its subcontractor has ten days in which to comply with the requirements of this section. If Contractor or subcontractor fails to do so within the ten-day period, Contractor or subcontractor will forfeit a penalty of \$100.00 per day, or portion of a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

10.6 Labor Compliance. Pursuant to Labor Code § 1771.4, this Contract is subject to compliance monitoring and enforcement by the DIR.

11 Workers Compensation Certification. Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers'

compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract.”

12 Changes in Work.

12.1 City may, from time to time, request changes to this Contract or the Work. Such requests shall be made in writing by the City's Park Maintenance Manager, and shall describe in detail the proposed additions, deletions, or modifications to the Work. Contractor shall respond to such request in writing, with a statement of the costs, expenses and time required to perform the requested work. Neither the City's request nor the Contractor's response shall constitute a modification of this Contract. Any modification shall be contained in a written amendment or change order to this Contract signed by authorized representatives of the Parties. City's execution of the amendment shall constitute authorization to proceed with the changed work.

12.2 Contractor shall make no changes in the Work without written direction from the City. Contractor shall not be compensated for any change made without any such written direction.

12.3 If the City directs the Contractor in writing to make changes in the Work that materially affect the cost of performing the Work, the Contract Price will be adjusted based on one of the following:

- 12.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices in Contractor's bid or proposal or this Contract to the quantities involved in the changed work;
- 12.3.2 By establishment of new unit prices and related quantities for the changed work;
- 12.3.3 By a combination of existing and new unit prices and related quantities for the changed work; or
- 12.3.4 By mutual acceptance of a lump sum.

13 Claims. If any dispute shall arise between City and Contractor regarding performance of the Work, or any alleged change in the Work, Contractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation to City within ten (10) days after commencement of the disputed work. Contractor's failure to give written notice within the ten (10) day period constitutes an agreement by Contractor that it will receive no extra compensation for the disputed work. A problem resolution process is set forth in Exhibit D - Outcome-Based Contract and Inspection Problem Resolution Process.

14 Inspection of Work. Contractor will make the Work accessible at all reasonable times for inspection by the City.

15 Assignment and Subcontractors.

15.1 Any subletting or assignment of the Contract, by operation of law or otherwise, without the prior written consent of City will be void. No subcontractor who is ineligible to bid on work, or be awarded a public works project under Labor Code Sections 1771.1 or

1777.7 can bid on, be awarded or perform work as a subcontractor on the Project. Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project under these sections of the Labor Code.

15.2 No subcontractors will be recognized as such, and all persons engaged in the Work will be considered employees of the Contractor, who will be held responsible for their Work pursuant to the provisions of the Contract Documents.

15.3 When a portion of the Work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the City, the subcontractor will be removed immediately at the request of the City and will not again be employed on the Work.

16 Termination and Suspension.

16.1 Should Contractor fail within five (5) working days from receipt of City's written notice to correct any contractual deficiencies, including but not limited to failure to perform the Work in accordance with the Contract Documents, failure to comply with the directions of City or failure to pay its creditors, City may terminate this Contract for default. Following a termination for default, City will have the right to take whatever steps it deems necessary to correct any deficient element of the Work and charge the cost to Contractor, who will be liable for the full cost of City's corrective action, including reasonable overhead, profit and attorneys' fees.

16.2 City may at any time terminate the Contract at City's convenience upon thirty (30) days written notice to Contractor. In the event of termination for convenience, Contractor shall recover only the actual cost of Work completed to the date of termination, which cost shall be documented to City's satisfaction, plus a reasonable amount not to exceed fifteen percent (15%) of the actual cost of the Work performed for overhead and profit. Contractor shall not be entitled to any claim or lien against City for any additional compensation or damages in the event of such termination.

16.3 If City terminates Contractor for default, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under Section 16.2, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

16.4 City may, in writing, order Contractor to suspend all or any part of the Contractor's Work for the City's convenience or an account of events beyond City's control.

16.5 The performance of Work under the Contract may be terminated by City, in its discretion, if Contractor encounters an unavoidable delay in completing the Work due to causes completely beyond Contractor's control, and which Contractor could not have avoided or mitigated through reasonable care, planning, foresight, and diligence, provided that Contractor is otherwise fully performing its obligations under the Contract Documents. Grounds for unavoidable delay may include fire, natural disasters including earthquake or

unusually severe weather, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, or unforeseeable site conditions.

- 17 Hold Harmless And Indemnification. To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless City, its Council, officers, officials, employees, agents, volunteers, and consultants (individually, an "Indemnitee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs, and expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, subcontractors, representatives, or agents, in bidding or performing the Work or in failing to comply with any obligation of Contractor under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of the Contract. Contractor waives any right to express or implied indemnity against any Indemnitee. Contractor's indemnity obligations under this Contract will survive the expiration or any early termination of the Contract.
- 18 Risk of Loss. Contractor is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely completion of the Work. Contractor is solely responsible for and required to exercise full control over the Work, including the means, methods, techniques, sequences, procedures, safety precautions and programs, and coordination of all portions of the Work with that of all other contractors and subcontractors, except to the extent that the Contract Documents provide other specific instructions. Contractor's responsibilities extend to any plan, method or sequence suggested, but not required by City or specified in the Contract Documents. From the date of commencement of the Work until the effective date of termination of the Contract, Contractor bears all risks of injury or damage to the Work and the materials and equipment used at any worksite, by any cause including fire, earthquake, wind, weather, vandalism or theft.
- 19 Insurance.
- 19.1 Contractor will obtain and maintain, at its cost and expense, policies of commercial general liability insurance, automobile liability insurance, workers' compensation and employers liability insurance from an insurance company authorized to transact the business of insurance in the State of California which has a current rating in the Best's Key Rating guide of at least A:VII in an amount of not less than one million dollars (\$1,000,000) each, except for commercial general liability and worker's compensation, unless otherwise authorized and approved by the Risk Manager or the City Manager in consultation with the City Attorney. Commercial general liability will be set at two million dollars (\$2,000,000) and worker's compensation limits will be set at those limits required by the California Labor Code and Employer's Liability Limits of \$1,000,000 per accident for bodily injury. Contractor will obtain occurrence coverage and must include coverage for liability arising from Contractor's or its subcontractor's acts or omissions in the

performance of the Work. The required insurance must cover the activities of Contractor and its subcontractors relating to or arising from the performance of the Work.

19.2 The insurance will be in force during the life of this Contract and will not be canceled without thirty (30) days prior written notice to the City by certified mail. City, its officers, agents, volunteers and employees will be named as additional insureds on commercial general and automobile liability insurance. Contractor's insurance coverage will be primary insurance with respect to City, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by the City will be in excess of Contractor's insurance and not contributory with it. Contractor will furnish certificates of insurance for all policies, and endorsements for commercial general liability policies, to City prior to City's execution of this Contract. The policies shall contain a waiver of subrogation for the benefit of City.

19.3 Subcontractors. Contractor must ensure that each subcontractor is required to maintain the same insurance coverage required under this Section, with respect to its performance of the Work, including those requirements related to the additional insureds and waiver of subrogation. A subcontractor may be eligible for reduced insurance coverage or limits, but only to the extent approved in writing in advance by the City's Risk Manager. Contractor must confirm that each subcontractor has complied with these insurance requirements before the subcontractor is permitted to begin any Work. Upon request by the City, Contractor must provide certificates and endorsements submitted by each subcontractor to prove compliance with this requirement. The insurance requirements for subcontractors do not replace or limit the Contractor's insurance obligations.

20 General Compliance with Laws.

20.1 Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Work by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the Work with all applicable laws, ordinances and regulations.

20.2 Contractor shall at all times observe and comply with, and shall cause all of its agents employees, and subcontractors to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Work and shall protect and indemnify the City, and all officers and employees thereof against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree by Contractor, its agents, employees, or subcontractors. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or Contract for the Work in relation to any such law, ordinance, regulation, order or decree, Contractor shall forthwith report the same to the City in writing.

20.3 Upon City's request, Contractor shall promptly furnish verification that its employees have legal rights to work in the United States of America and in the State of California.

20.4 Discrimination. Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its subcontractors are required to comply with all applicable Laws prohibiting discrimination, including the California Fair Employment and Housing Act (Govt. Code § 12900 et seq.), Government Code § 11135, and Labor Code §§ 1735, 1777.5, 1777.6, and 3077.5.

21 Notices. Any notices relating to this Contract shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by facsimile or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, with postage prepaid, addressed as follows:

For City:		Contractor:
Name:	Aaron Wanden	Name:
Address:	150 City Park Way Brentwood, CA 94513	Title:
Phone No.:	(925) 516-5444	Address:
Facsimile No.:	(925) 516-5447	Phone No.:
		Facsimile No.:

Either Party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

22 Differing Site Conditions.

22.1 The Contractor must promptly, and before the following conditions are disturbed, provide written notice to City if Contractor finds any of the following conditions:

- 22.1.1 Material that Contractor believes may be a hazardous waste, as defined in § 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing laws;
- 22.1.2 Subsurface or latent physical conditions at a Work site differing materially from those indicated in the Contract Documents or made available to Respondents prior to the deadline to submit proposals, or
- 22.1.3 Unknown physical conditions at the Work site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

22.2 The City will promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, City will issue a change order.

22.3 In the event a dispute arises between the City and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or

increase in the Contractor's cost of, or time required for, performance of any part of the Work, Contractor will not be excused from completing the Work, but must proceed with all Work to be performed under the Contract. The Contractor will retain any and all rights provided either by this Contract or by law which pertain to the resolution of disputes and protests between Contractor and City.

23 Business License. Consultant will obtain and maintain a City of Brentwood Business License for the term of the Contract, as it may be amended from time to time.

24 Records and Audits.

24.1 Contractor and its subcontractors will maintain complete and accurate records relating to the Work and its costs under this Contract in any form, including paper documents, photos, videos, and electronic records. All records will be clearly identifiable. Contractor's and subcontractors' accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time records, invoices and vouchers.

24.2 Contractor will allow a representative of City, during normal business hours, to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Contract. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Contract during the Contract Term and for a period of four (4) years from the date of final payment under this Contract.

25 Independent Contractor. By entering into this Contract, Contractor certifies that it is an independent contractor and Contractor will have control of the Work and the means and methods by which it is performed. Contractor, its employees, and its subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

26 Severability. If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.

27 Governing Law/Venue. This Contract shall be governed by the laws of the State of California. Any litigation regarding this Contract or its contents shall be filed in the County of Contra Costa, if in state court, or in the federal court assigned to Contra Costa County, if in federal court.

28 Signatures.

28.1 Counterparts. This Contract may be signed in one or more counterparts, each of which independently shall have the same effect as if it were the original, and all of which together constitute one and the same instrument.

28.2 Digital/Electronic Signatures. Using a City-approved method, this Contract may be executed through the use of digital or electronic signatures in accordance with

Government Code Section 16.5. The presence of an electronic signature on this Contract will be construed as the Parties' consent to do business electronically.

- 29 Conflicts of Interest. Contractor, its employees, subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.
- 30 Remedies Not Exclusive. Except as provided in Sections 16.2 and 16.3, no remedy herein conferred upon or reserved to City is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.
- 31 Successors and Assigns. It is mutually understood and agreed that this Contract will be binding upon the Parties and their respective successors. Neither this Contract nor any part of it nor any monies due or to become due under it may be assigned by Contract without the prior written consent of City, which will not be unreasonably withheld.
- 32 Section Headings. Section headings as used in this Contract are for convenience only and will not be deemed to be a part of such sections and will not be construed to change the meaning of the section.
- 33 No Waiver of Default. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Contract or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Contract will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Contract or any applicable law.

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34 Authority. The individuals executing this Contract and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Contract.

IN WITNESS WHEREOF, the City and Contractor have executed this Contract as of the date first above written.

CONTRACTOR:

* By: _____

Printed Name: _____

Title: _____

** By: _____

Printed Name: _____

Title: _____

CITY:

By: _____
Tim Y. Ogden, City Manager

ATTEST:

By: _____
Margaret Wimberly, City Clerk

APPROVED AS TO FORM:

By: _____
Damien Brower, City Attorney

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Contract must be signed by one corporate officer from each of the following two groups.

***Group A.**
Chairman,
President, **or**
Vice-President

****Group B.**
Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

If an LLC:

- The Contract must be signed by a Managing Member **or** the LLC must attach a resolution empowering the signatory to bind the LLC.

If a partnership:

- The Contract must be signed by the Managing Partner **or** the Partner authorized to execute agreements of this type. Additional documentation, such as the partnership agreement, confirming this signature authority may be required.

If a sole proprietorship:

- The Contract must be signed by the owner.

Exhibit A – Request for Proposals

[Intentionally Left Blank for the Purposes of the RFP.

However, the RFP will be incorporated into the Contract when it is awarded]

RIGHT-OF-WAYS (“R” AREAS)

EXHIBIT B - SCOPE OF WORK/COST PROPOSAL FORM

AREA #	RIGHT-OF-WAY AREA	TOTAL ACREAGE	TURF ACREAGE	BEDDING ACREAGE	WEED ABATEMENT	ANNUAL BASE BID
1	Sand Creek Rd. and Fairview Ave. (west median and south side of Sand Creek From Fairview to Linden)	1.03	0.00	1.03	0.00	
2	Minnesota (Bristow), Outrigger & Sand Creek	1.43	0.34	0.75	0.34	
3	Sand Creek Rd. (O'Hara to railroad tracks)	2.69	0.00	0.20	2.49	
7	Sand Creek Rd. (Median near Brentwood Blvd)	0.10	0.00	0.10	0.00	
8	Brentwood Blvd (Applewood Ct. to Lone Tree)	1.60	0.00	1.47	0.13	
9	Brentwood Blvd (Havenwood to Applewood)	3.02	0.02	0.36	2.64	
10	Grant Street & Sunset (EBMUD) <i>Oleanders to be maintained at 5' height</i>	3.78	3.16	0.62	0.00	
11	Brentwood Blvd (Sand Creek Rd to Nancy St)	0.61	0.00	0.46	0.15	
16	Oak Street and Walnut Blvd (Tree Wells)	0.01	0.00	0.01	0.00	
17	Balfour Rd and Walnut Blvd	1.39	0.00	0.46	0.93	
17A	West side of Walnut Blvd. from McClarren to Food Maxx	0.16	0.00	0.16	0.00	
18	Balfour (Sound Wall - Harvest Park to Guthrie)	0.25	0.00	0.16	0.09	
19	Balfour Rd and Sellers Ave	3.14	1.88	1.26	0.00	
20	Police Department and CD Building	3.16	0.43	0.73	2.00	
22	Central Blvd - (Between Griffith to North Estates on north and south sides of the road) and Duffy Meadows	1.60	0.00	0.25	1.35	
23	Griffith (between Balfour & Dainty)	0.22	0.00	0.22	0.00	
24	Balfour Rd, Griffith Lane & Contiente Ave	0.14	0.00	0.04	0.10	
25	Balfour Median (Griffith to Rosegate)	0.67	0.00	0.67	0.00	
26	Marsh Creek Trail (Between Balfour & Dainty)	0.60	0.58	0.02	0.00	
27	Balfour, Crescent & Claremont (Marsh Creek)	1.55	0.00	1.55	0.00	
28	Dry Creek Area (Balfour, Clearview & Cresent)	1.84	0.08	1.76	0.00	
29	Minnesota Ave. (Balfour to Sand Creek)	1.15	0.00	0.50	0.65	
30	Central Blvd (Between Minnesota & Dainty) <i>Oleanders to be maintained at 5' height</i>	0.20	0.00	0.20	0.00	
31	Central Blvd and Minnesota Ave	1.04	0.00	1.04	0.00	
32	Deer Creek Channel (San Jose Ave)	1.14	0.00	0.33	0.81	
33	Fairview (Central Blvd to San Jose Ave)	0.72	0.00	0.71	0.01	
34	Central Blvd (East Side of Fairview)	0.14	0.00	0.14	0.00	
35	Central Ave (Apple Hill Median)	0.06	0.04	0.02	0.00	

AREA #	RIGHT-OF-WAY AREA	TOTAL ACREAGE	TURF ACREAGE	BEDDING ACREAGE	WEED ABATEMENT	ANNUAL BASE BID
36	Fairview (Central Ave to Balfour Rd)	1.07	0.00	1.07	0.00	
37	Balfour (Median between Fairview & Rossano)	0.08	0.00	0.08	0.00	
38	Fairview (Balfour to Arlington)	0.24	0.00	0.24	0.00	
39	Balfour Road from Fairview to Bypass	2.87	0.64	1.36	0.87	
40	Deer Creek Trail in Apple Hill	3.30	0.00	3.30	0.00	
41	Dry Creek (Apple Hill Pathway)	0.19	0.00	0.00	0.19	
42	Brentwood Blvd (Birch to Armstrong) <i>Oleanders to be maintained at 5' height</i>	5.98	0.00	1.73	4.25	
43	Arlington (Between Claremont & Cheshire)	0.17	0.00	0.17	0.00	
44	End of Creek Rd (By Bridge to Creekside)	2.75	0.00	2.65	0.10	
45	Walnut Blvd. Water Tower	4.46	0.00	0.02	4.44	
46	American Avenue (4 medians)	1.27	0.00	0.29	0.98	
47	Creek Rd.	7.02	0.00	6.77	0.25	
47A	Fairview/Concord Ave.	1.95	0.00	0.00	1.95	
48	American Avenue (2 medians)	1.09	0.00	0.59	0.50	
49	John Muir Ext. (Phase 1) Ventura to Foothill	2.38	0.00	1.45	0.93	
50	John Muir Ext. (Phase 2) Foothill to Briones	1.71	0.00	0.45	1.26	
52	Marsh Creek Trailhead	0.60	0.00	0.60	0.00	
53	Misc Spray Sites (*See Below)	25.33	0.00	0.00	25.33	
	TOTALS	95.90	7.17	35.99	52.74	

BREAKDOWN OF MISCELLANEOUS SPRAY SITES (#53 ABOVE)

In addition to the landscape maintenance and spray sites that are included in each individual Right-of-Way area, spray site #53 was created in order to capture the remaining Right-of-Way areas that are not tied directly to an individual Right-of-Way area.

#	LOCATION/DESCRIPTION	ACRES
53 (74)	Hanson Lane north and southside from 112 Hanson to Marsh Creek	0.67
53 (75)	City lot on Heartland Court along Marsh Creek from park to Well #7	0.17
53 (78)	7101 and 7131 Lone Tree Way and section of 7151 Lone Tree Way	0.58
53 (79)	Smith Lane east and west side from Lone Tree Way to O'Hara Avenue	0.36
53 (82)	New Jeffery Way from Lone Tree Way including median	1.72
53 (84)	Heidorn Ranch east side from Home Depot to PG&E yard across the street	0.49
53 (85)	City lot behind 870 Kramer Court next to PG&E plant	0.30
53 (88)	Cambrian Place north side from Minnesota Avenue to the park	0.15
53 (101)	Highway 4 Bypass - Sand Creek Road medians west of Bypass	0.52
53 (121)	Shady Willow Lane west side from Empire Avenue to Sand Creek Road	0.70
53 (124)	Strathaven Place west side from 1720 Brampton Place to south end	0.07
53 (125)	Montclair Place east and west side from 1700 Ashbourne Place to south	0.05
53 (149A)	Zone II water tanks off of St Andrews Drive	0.25
53 (149B)	Zone II water tanks off of Vineyards Subdivision	0.25
53 (176)	Empire Avenue shoulder and ditch from Lone Tree Way to City limit	0.27
53 (178)	Lone Tree Way from Fairview Avenue to Gann Street subdivision	0.20
53 (181)	Lone Tree Way north side from O'Hara Avenue to Anderson Lane and on the southwest corner of Lone Tree and Adams Lane	0.52
53 (182)	Lone Tree Way south side from O'Hara Avenue to Tilton Lane	0.29
53 (185)	Lone Tree Way south side from Virginia Drive to Brentwood Blvd.	0.25
53 (186)	Lone Tree Way north side from Virginia Drive to Brentwood Blvd.	0.98
53 (187)	Lone Tree Way south side from Brentwood Blvd to Arroyo Seco Subdivision	0.21
53 (188)	Lone Tree Way north side from Brentwood Blvd to east end of Lone Tree Way	0.25
53 (189)	Anderson Lane west side from City limit to Lone Tree Way	0.11
53 (190)	Anderson Lane east side from City limit to Lone Tree Way	0.36
53 (191)	O'Hara Avenue east side from Lone Tree Way to Brentwood Park sub	0.14
53 (192)	O'Hara Avenue east side from Lone Tree Way to O'Hara Lane	0.56
53 (193)	O'Hara Lane north side from O'Hara Avenue to Smith Lane	0.13
53 (195)	Windy Springs Lane west side from Lone Tree Way to Amber Lane and on Lone Tree and Windy Springs Lane	0.37
53 (197)	Empire Avenue west side from Lone Tree Way to Amber Lane	0.31
53 (199)	Empire Avenue south side from Shady Willow Lane to west end of road	0.23
53 (201)	Shady Willow lane west side from Golden Hills Church to Grant Street	0.20
53 (203)	Amber Lane north and south side of road from Shady Willow to Jeffrey	0.36

53 (205)	Old Sand Creek Road north and south side from Hwy 4 Bypass to Heidorn	0.73
53 (207)	Amber Lane north side of road from Empire Ave to Shady Willow	0.19
53 (209)	Minnesota Ave east side along RR Tracks	0.69
53 (210)	Old Sand Creek Road north side to Helena Way	0.73
53 (211)	Fairview Avenue west side from north of Hillsborough Blvd to Fairview Ct	0.43
53 (212)	Fairview Avenue west side from Apricot Way to Sand Creek Road	0.13
53 (214)	Sand Creek Road north side from Fairview Avenue to apartment complex	0.85
53 (215)	Sea Vista Drive	0.01
53 (216)	Sand Creek Road south side from Raleys to Hwy 4 Bypass	0.38
53 (217)	Sand Creek Road north side from trail to O'Hara Ave	0.24
53 (219)	Old Sand Creek Road from Shady Willow Lane to Bypass	1.61
53 (220)	Adams Lane east side from Grant Street to O'Hara Ave	0.31
53 (223)	Gracie Lane north side	0.22
53 (224)	Lone Oak Road east and west side from Grant Street to Gracie	0.55
53 (231)	Homecoming Way north side and east side of Brentwood Blvd from Homecoming to Hansen	0.33
53 (232)	Hanson Lane south side	0.12
53 (233)	Beverly Place north and south side	0.60
53 (234)	Sunrise Drive north and south side	0.55
53 (235)	Gregory Lane north, south, east and west sides	0.55
53 (237)	Oak Street north side from Yamanaka subdivision Phase 1 to Chestnut	0.11
53 (258)	Chestnut Street north side from Oak Street to Sellers Ave	0.18
53 (261)	East side of Sellers from Chestnut to the EBMUD canal	0.56
53 (265)	Harvest Park north side from Guthrie Lane to Well#13	0.16
53 (266)	Harvest Park north side from the church to the bowling alley	0.05
53 (282)	Marsh Creek Road in front of John Marsh House	1.42
53 (290)	Presidio Drive	0.36
53 (294)	Sand Creek Road north side at Business Center	0.07
53 (304)	Sand Creek Road north and south side from Brentwood Blvd to Milford Court	1.18
	TOTAL	25.33

BID AMOUNT:

Total annual base bid for Right-of-Ways as described above: \$_____

By: (Signature): _____

Printed Name: _____ Title: _____

Date: _____

RATES AND FEES FOR ADDITIONAL WORK – RIGHT-OF-WAYS

LABOR	HOURLY RATE
Common Labor	_____
Skilled Technician	_____
Supervisor	_____
Emergency / Off Hour Response	_____
Other (describe):	_____
_____	_____
_____	_____
_____	_____
_____	_____

APPLICABLE EQUIPMENT	
Tractor with Implements (spreader, auger, aerator)	_____
Spray Equipment	_____
Dump Truck	_____
Heavy Equipment	_____
Slit Seeder	_____
Other (describe):	_____
_____	_____
_____	_____
_____	_____
_____	_____

DIRECTED WORK RATES – WEED ABATEMENT

Per Acre Disking	_____
Per Acre Rough Mowing	_____
Per Acre Hand Work	_____
Per Acre Herbicide	_____

MATERIAL MARKUP OVER WHOLESALE

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Exhibit C - Landscape Maintenance Standards

Visitors of the City of Brentwood parks will find the conditions described in the standards below:

Section 1 Accessibility

1. All City parks are places of public accommodation, and as such, meet the requirements of the Americans with Disabilities Act of 1990 (42 U.S.C.12181).

Section 2 Turf

2.1 General Use Standard

- 2.1.1 All turf areas will support their designed uses – informal play, sports, picnics, and other park activities.
- 2.1.2 Turf will be healthy with an even surface and uniform, deep green color.
- 2.1.3 Turf will not exhibit bare spots.
- 2.1.4 Turf will be pest-free.
- 2.1.5 Shall be maintained in accordance with Turf Maintenance Section 2.2, Irrigation Section 3, and Disease and Pest Control Section 4 standards.

2.2 Turf Maintenance

2.2.1 Mowing

- 2.2.1.1 Mow a minimum of one (1) time per week.
- 2.2.1.2 Height of cut (in inches) for high-traffic grasses.

<u>Type of grass</u>	<u>Growth Optimum in inches</u>
Bermuda grass, hybrid	3/4
Fescue	2
Bluegrass	2

2.2.2 Edging

- 2.2.2.1 Complete site edging of trees, curbs, sidewalks, beds, buildings, sprinklers, valve boxes, meter boxes, etc. shall be performed to insure the site looks groomed and complete.

2.2.3 Aeration

- 2.2.3.1 Minimum of two (2) times per year for general use, and a minimum of four (4) times per year for sports fields, or as needed for either to maintain standard.

2.2.4 Weeds

- 2.2.4.1 Turf will be weed free.

2.2.5 Reseeding or Sod Replacement

2.2.5.1 Reseeding or sod replacement shall be done on an as needed basis to meet standards.

2.2.6 Fertilizer

2.2.6.1 Apply at least three (3) applications per year from February through October.

2.2.6.2 All applications to be balanced fertilizer with nitrogen, phosphorous, and potassium (NPK) based on site-specific soil analysis. Micronutrient applications may be applicable.

2.2.6.3 Separate applications for trees, shrubs and flowers.

Section 3 Irrigation

3.1 General

3.1.1 Shall be checked daily at each site.

3.1.2 All systems will comply with State and local laws regarding backflow prevention and protection of the public water system.

3.1.3 All controllers must be on the central system shall be used to the fullest program capability.

3.1.4 Irrigation system monitored by a computerized irrigation management system.

3.1.5 Irrigation preventative maintenance system checks shall be done as needed; all zones will be checked for operation, and repairs made immediately.

3.1.6 General inspections of turf and plant materials shall be done routinely for sign of stress or damage.

3.1.7 Contractors must provide the City with a monthly irrigation schedule for all controllers including verification that the controllers are on the central irrigation system.

3.2 Delivery

3.2.1 Irrigation systems will deliver optimum water to each plant type at the lowest cost with maximum resource conservation.

3.2.2 Water will be delivered during non-use hours.

3.2.3 Each station shall be adjusted to meet the needs of the specific area unless authorized by the City, as well as, adjusted due to weather conditions.

Section 4 Disease and Pest Control

- 4.1 The product "Round Up" is not approved for use by the City. All chemicals used for the Work must be approved by City staff.
- 4.2 Turf, trees and landscaping shall be disease and pest free. Any signs of stress or damage to trees, turf or planting materials and/or a direct bother to the public or its safety, shall be corrected by utilizing one of the three (3) steps indicated:

Preventative ~ a scheduled chemical or cultural program designed to prevent significant damage.

Corrective ~ application of chemical or mechanical controls designed to eliminate observed problems.

Integrated Pest Management ~ withholding any controls until such time as pests demonstrate damage to plant materials, or become a demonstrated irritant or safety concern to the public, such as in the case of wasps, ants, gophers, etc.

Section 5 Sports Facilities

5.1 General Use Standards

- 5.1.1 Sports turf, in addition to meeting Turf Maintenance Section 2.2, and Disease and Pest Control Section 4 standards, will be maintained at proper sport specific playing height.
- 5.1.2 Irrigation timers shall be coordinated with scheduled use, and maintained in compliance with Irrigation standards in Section 3.
- 5.1.3 Cost of additional maintenance functions incurred by user.

5.4 Infields and Warning Tracks

- 5.4.4 Will be weed and pest-free.
- 5.4.5 Grade differentials between the infield surface and field turf and warning track will be eliminated, and have a clean turf edge at same grade as infield.

Section 6 Open Spaces and Natural Areas

6.1 General Use Standard

- 6.1.1 Areas intended for nature study or open space enjoyment will be retained in their natural states and managed for fire protection, noxious weeds and erosion control as appropriate for the intended use, and natural surroundings.
- 6.1.2 Keep vegetation back five (5) feet from edge of City maintained trails, fence lines, V-ditches, and creek banks.
- 6.1.3 Banks will be stable and appropriate plants and trees will enhance the setting.
- 6.1.6 Open space areas will meet California Fire Department standards for fire control and public safety.

6.2 Residential Trail Heads (Creek Road, Minnesota Trail, Brentwood Park)

6.2.1 Mow as needed for fire hazard prevention, safety and plant health.

Section 7 Beds, Hedges, and Ground Cover

7.1 General Standard

7.1.1 Fertilization, irrigation and cultivation (when applicable) shall be adjusted to serve the requirements of the plant species.

7.1.2 Shall be healthy, attractive plants that lend variety and interest to the landscape.

7.1.3 Beds, ground covers, and hedges will be maintained to provide secondary functions such as barriers, animal habitat, or dust and erosion control.

7.1.4 Irrigation timers shall be coordinated with scheduled use, and maintained in compliance with Irrigation standards in Section 3.

7.1.5 Removal and Replacement

7.1.5.1 All failed or damaged plant materials shall be removed and replaced within 30 days of notice, unless determined by the City to delay replacement. The replacement plant shall be the same size and species as the damaged or failed plant, if possible. The City shall approve replacement of plant materials not meeting these specifications.

7.1.6 Litter and Debris Removal

7.1.6.1 All plant beds shall be maintained free of trash and debris.

7.1.7 Weed Control

7.1.7.1 Plant beds shall be free of weeds. Beds shall be weeded at a minimum of once every week.

7.1.8 Trimming

7.1.8.1 All shrubs shall be pruned as needed to meet the intent of the landscape design. Ground cover shall be edged as needed to keep plant growth from extending beyond curbs, sidewalks, buildings, and turf areas. Ground cover in medians will not be allowed to extend beyond the curb or sidewalk.

7.2 Flower Beds

7.2.1 Shall be maintained in accordance with the standards listed in Beds, Hedges, and Ground Cover Section 7.

7.2.2 Show no blank spots during season without authorization from the City.

7.2.3 Maintained in compliance with Section 4 related to Disease and Pest Control.

- 7.2.4 Dead heads, blank spots, and other defects shall not detract from decorative nature of the plantings.
- 7.2.5 Plantings will be rotated as needed, to continue color and interest. Minimally, on a seasonal schedule in areas of high use or high visibility and semi-annually in low use, low visibility areas.
- 7.2.6 Irrigation timers shall be coordinated with scheduled use, and maintained in compliance with Irrigation standards in Section 3
- 7.3 Shrub Beds, Hedges, and Ground Cover
 - 7.3.1 Shall be maintained in accordance with the standards listed in Beds, Hedges, and Ground Cover Section 7.
 - 7.3.2 Maintained in compliance with Section 4 related to Disease and Pest Control.
 - 7.3.3 Shall be free of invasive shrub and tree species.
 - 7.3.4 Irrigation timers shall be coordinated with scheduled use, and maintained in compliance with Irrigation standards in Section 3

Section 8 Trees

8.1 General Standards

- 8.1.1 Will provide shade, wind breaks, sound attenuation, and otherwise enhance the park setting.
- 8.1.2 Maintained in compliance with Section 4 related to Disease and Pest Control, and Section 3 related to Irrigation standards.
- 8.1.3 Trees will conform to the general shape and height of the species: significantly deformed specimens will be removed.
- 8.1.4 Weed Control
 - 8.1.4.1 Mechanical grass trimming around trees shall be accomplished in a way that will not scar the trunk in any way.
- 8.1.5 Mulching
 - 8.1.5.1 Bark mulch will be placed around tree and maintained on an as needed bases.
 - 8.1.5.2 Well defined radius around the tree, free of weeds and turf – minimum three (3) foot radius, maintaining one to two (1-2) inch clearance from the perimeter of the trunk.
- 8.1.6 Trimming
 - 8.1.6.1 Tree limbs will be at a safe height for the uses anticipated in the vicinity.

8.1.6.2 Trees will not exhibit broken or cracked limbs or other structural damage, and all suckers shall be removed.

8.1.8 Staking

8.1.8.1 Young trees should be properly staked to assist in support until roots are firmly established, especially in wind prone areas. Once firmly established, stakes should be removed with no protrusion above ground. Trees must be straight.

8.1.8.2 Ties on the stakes should be checked periodically to ensure they are adjusted properly.

8.1.8.3 Tight or damaged ties or stakes should be replaced or repaired.

8.1.9 Removal and Replacement

8.1.9.1 All damaged trees shall be removed and replaced within thirty (30) days of notice, unless determined by the City to delay replacement.

8.1.9.2 All Memorial trees shall be replaced within thirty (30) days of discovery.

8.1.9.3 All replacement trees shall be the same size and species of tree as the damaged tree. If the tree cannot be matched, the City will determine an appropriate replacement species.

Section 9 Specialty Parks (Dog Park and Competition Soccer field)

9.1 Specialty Park turf, in addition to meeting Turf Maintenance Section 2.2, and Disease and Pest Control Section 4 standards, will be maintained at proper sport specific playing height.

9.2 Irrigation timers shall be coordinated with scheduled use, and maintained in compliance with Irrigation standards in Section 3.

9.3 Winter over-seed with annual rye grass.

9.4 Routine top dressing with compatible materials.

9.5 Routine thatching and removal.

9.6 (Dog Park) Fecal matter shall be removed on a daily basis.

Section 11 Paved Surfaces

11.1 Paved surfaces may include sports courts, pathways, parking lots and other areas topped with asphalt or concrete.

11.2 Pathways, parking lots and other paved areas will be free of sand, debris and litter, so at no time it detracts from the look or safety of the area.

11.3 Sand and decomposed gravel shall be removed from sidewalks daily.

11.4 All court surfaces shall be pest-free, as defined in Section 4 Disease and Pest Control to include weed control.

11.5 No standing water will be permitted on pathways.

Section 12 Unpaved Surfaces including Bocce and Horseshoe Courts

12.1 Unpaved surfaces may include sports facilities, pathways, parking areas or other areas covered with porous paving materials.

12.2 All unpaved surfaces will be free of weeds, debris and litter, so at no time it detracts from the look or safety of the area.

12.3 All court surfaces shall be pest-free, as defined in Section 4 Disease and Pest Control.

Exhibit D – Outcome-Based Contract and Inspection Problem Resolution Process

City will regularly inspect the Contractors' work and rate it according to the maintenance standards and inspection criteria, attached as Exhibit C. Contractor will be paid for work rated as "meets standards." Contractor will not be paid for work rated as "unsatisfactory" until conditions improve and rate as "meet standards." If an area does not meet City standards, it will be considered "unsatisfactory." Contractor will not be paid additional amounts for remedial work required to improve "unsatisfactory" areas. City staff will work closely with Contractor's representatives to achieve the results described in the standards and inspection criteria. However, responsibility for meeting standards rests solely with the Contractor.

During the first three (3) months of the Contract, the Contractor will receive one hundred percent (100%) of the monthly Contract amount. During this period, Contractor will inspect the sites at least monthly and will discuss inspections with City. This process and time frame will allow for the Contractor to understand the site issues enough to proceed. Following this period, Contractor performs quality inspections a minimum of every month, or as needed and submits inspection reports to the City.

The Contractor will provide electronic versions of the monthly inspections to the Park Maintenance Manager by the 10th of the following month as to each site's compliance with City standards. The inspection can be "noted exception" which only indicates areas which do not meet standards. In addition to the noted exceptions, an action plan with deadlines is to be provided to the City to indicate when corrections will be made. Failure to turn in inspections by the deadline will result in monthly payment being withheld until inspections are turned in.

There will be a financial impact to the Contract if any scheduled use, (including, but not limited to, special events or recreation programs) of City facilities are impacted by neglect on the Contractor's part. Any costs associated with re-scheduling the event/activity/program will be the responsibility of the Contractor for time, staffing and costs, including, but not limited to, officials' salaries, part-time staff salaries, maintenance call out person salaries (stand by), light costs, and preparation of fields (which can include a drag, watering and lining of the field).

For any site that fails to meet City standards as a result of some action that is Contractor's responsibility, the Contractor is to notify the City immediately and develop a plan to bring the site back to compliance. Should the City notice the Contractor of a site(s) that does not meet City standards, and the City has not been notified by the Contractor, the Contractor will be put on notice in writing to bring the site back into compliance. The following penalty will result:

1. The monthly payment for the specific site(s) will be withheld by the City until the site is back in conformance with City standards.
2. If conformance is reached within fourteen (14) days of notice, the City will release one hundred percent (100%) of the payment.

If the City has to notice the Contractor a second time at the same site within twelve (12) months of the initial notice, the following penalty will occur:

1. The City will withhold the monthly payment for the site. If the conformance is reached within 14 days of notice by the City, the City will release eighty percent (80%) of the payment, keeping twenty percent (20%) as a penalty.

If at any time during a notice by the City, the Contractor does not bring the site into conformance within fourteen (14) days, the following penalty will occur:

1. The City will keep the monthly payment as a penalty and withhold the next month's payment following the above mentioned conditions until conformance is reached or the Contract is terminated.

The parties will observe the following problem resolution process:

- Written notice of problem
- Field conference with inspector/Contractor's field representative to identify problem and agree on solution as presented by Contractor
- Conference between City's representative and Contractor's principal
- Imposition of penalties and/or correcting defect at Contractor's cost
- Termination of Contract

Exhibit E – Water Management Program

Monthly from March through November, the landscape maintenance Contractor will provide to the City a report of irrigation controller settings for the current month in electronic format. This report will include the following information:

- a. All irrigation programs set on controllers.
- b. Irrigation schedule start times for each irrigation program.
- c. Irrigation run days for each irrigation program.
- d. Irrigation cycle length, in minutes for each station in an irrigation program.
- e. Number of repeat cycles for each station in an irrigation program.

All required scheduling and operation of the automatic irrigation controllers reflecting weather changes and water needs will be covered under this Contract. Contractor shall make all adjustments and setting of automatic controllers to establish frequency and length of watering periods. Any malfunction of controllers will be reported to the City along with a proposal for correction with costs.

All systems shall be programmed as needed to maintain plants in a healthy, vigorous condition. The irrigation controller program is to be sufficient to keep the landscape healthy without excessive water use.

Controller programs shall incorporate the following conditions:

- a. Meet City Water Management requirements.
- b. Avoid weekend watering when possible.
- c. Maximize repeat operations.
- d. Minimize station run times.
- e. Reflect actual evapotranspiration (E.T.) requirements.
- f. Reflect actual requirements of soil and plants.
- g. Eliminate runoff onto streets, sidewalks, and other non-target areas.
- h. Provide sufficient time for soil to dry out between irrigations.
- i. Maximize public use of City property.

Reclaimed water may be used in some areas of City landscape. Contractor's staff shall be trained in the proper techniques for working with reclaimed water and it is the responsibility of the Contractor to insure compliance with all safety and health precautions.

The Water Management Program is designed to optimize landscape water usage through field testing and irrigation schedule development. Soil moisture levels can be compared to irrigation schedules and plant water requirements to assist in responsible management of each landscape irrigation valve zone.

a. Irrigation Schedule Analysis:

Monthly during irrigation season (March through November), the Contractor will provide the City with the current months irrigation schedules no later than the 10th day of the month. The irrigation schedules are analyzed by comparing the minutes of irrigation run time, plant water requirement and the level of environmental demand (evapotranspiration). Valve areas appearing to be over or under watered are to be further tested by the landscape contract as outlined below.

b. Soil Moisture Testing:

Valve areas suspected to be over or under watered should be tested between May and October by the Contractor by removing a soil sample and testing the moisture content. Soil probing is conducted to determine soil moisture levels for automated overhead irrigation circuits.

c. Irrigation Base Schedule Development:

A monthly irrigation base schedule is developed based upon current controller settings and the feedback of moisture probing results. Adjustments are made at the controller either up or down where soil is found to be too dry or too wet. Once the Contractor has the correct run times for any given month, the starting “base schedule” is acquired. The base schedule provides the total number of minutes of weekly run time adjusted for the month’s historical reference evapotranspiration rate.

The monthly Water Management Report also includes a chart showing the total minutes of weekly irrigation run time in that month’s irrigation program. The chart shows whether irrigation controllers are being adjusted (supply) monthly during the irrigation season in relation to changing evapotranspiration rate (demand).

City will provide all the water and electricity necessary for the Contractor to perform the services except instances where excessive costs are incurred by the City due to water/electricity waste or negligence by the Contractor. If the City determines that excessive utility costs due to waste or negligence have occurred and are a result of Contractor’s actions, the City may withhold from payment to Contractor those funds necessary to reimburse the City for these additional costs.

Exhibit F – Plant Loss

It is one of the Contractor's prime responsibilities to prevent loss of plants caused by pests, diseases, insects, soil conditions, nutrient, micro-climatic conditions, improper planting, or problems in watering.

Contractor agrees to be continuously alert in locating and defining problems and agrees to exercise prompt and proper corrective action. A preliminary written report shall be submitted for major corrective problems not covered in the contract along with the costs.

Contractor agrees to replace, at the Contractor's cost, any dead, stunted, or damaged plantings that are the result primarily of the Contractor's negligence. Plants lost from Contractor's negligence shall be replaced, at the Contractor's expense, within thirty (30) days of discovery. Replacement plants shall be comparable in size to the lost plant up to a maximum size of a twenty-four (24) inch box, or if smaller, the size shall be approved by the City.

The Contractor shall not be held responsible for plant losses due to maladies beyond the Contractor's control; this includes, but is not limited to, disease or insect attack for which there is no legal recommended control, acts of vandalism, earthquakes, fires, frost damage, storms and related events. Contractor shall report all such conditions to the City in writing within seventy-two (72) hours of occurrence, and submit a proposal for the work or repairs along with the costs. The Contractor shall obtain City's written permission/direction or authorization prior to proceeding with the work. Failure to notify the City within 72 hours of occurrence will result in replacement at the Contractor's cost as if the cause was Contractor negligence.

The City shall approve all replacement plants that differ in species. However, it is agreed that replacing plants shall not be used by the Contractor as a substitute or for proper care. The City will consider Contractor negligence a major breach of Contract with full responsibility for costs and losses.

Dead plants and those in a state of decline shall be brought to the City's attention immediately. The City shall pay labor and material for plant replacement not caused by Contractor negligence on an actual time and material basis if authorized by an approved change order.

All new plant material and irrigation installations or repairs shall be guaranteed for a period of ninety (90) days for unhealthy plant installation and/or poor workmanship. Exceptions include damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance Contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence. All replacement plants and materials shall be inspected and approved by City prior to installation.

At the end or termination of the Contract, the City reserves the sole right to withhold final payment(s) in the amount necessary to replace any damaged or dying plant material that is a result of Contractor negligence or at any site that's condition is in worse condition than when the Contract was accepted.