

**AMENDMENT NO. 2 TO EXTEND AND AMEND AGREEMENT FOR PARK RESTROOM
CLEANING AND TRASH RECEPTACLE MAINTENANCE SERVICES
[Terracare Associates]**

This Amendment No. 2 is entered into as of the ____ day of _____, 2024, and effective as of January 1, 2025, extending and amending the agreement dated December 8, 2020 (the "Agreement") 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 park restroom cleaning and trash receptacle maintenance services.

RECITALS

A. On November 8, 2022, the Parties executed Amendment No. 1 to the Agreement to extend and fund the Agreement for a period of two (2) years; and

B. The Parties desire to alter the Agreement's scope of work, and to extend and fund the Agreement for an additional two (2) years, through December 31, 2026; and

C. The Parties have negotiated and agreed to a revised scope of work and fee schedule, which is attached to and incorporated in by this reference as Exhibit "A," Scope of Services and Fee.

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

1. The term of the Agreement is hereby extended for a period of two (2) years ending on December 31, 2026.

2. The total amount of compensation to be paid to Contractor under the Agreement is hereby increased by four hundred ninety-one thousand sixty-five dollars and fifty-six cents (\$491,065.56) for a total not to exceed Agreement amount of one million three hundred twenty thousand seven hundred two dollars and five cents (\$1,320,702.05).

3. Except as amended herein, all other provisions of the Agreement, as may have been amended from time to time, will remain in full force and effect.

4. All requisite insurance policies to be maintained by the Contractor pursuant to the Agreement, as may have been amended from time to time, shall include coverage for the amended term, as described above.

5. 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.

5. Signatures.

5.1 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.

5.2 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.

CONTRACTOR:

CITY:

By: _____
Brian Helgoe, CFO/Managing Member

By: _____
Tim Y. Ogden, City Manager

By: _____
Justin Stewart, Vice President

ATTEST:

By: _____
Amanda McVey, City Clerk

APPROVED AS TO FORM:

By: _____
Katherine Wisinski, City Attorney

If an LLC:

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

EXHIBIT “A” - SCOPE OF WORK

PARK RESTROOM CLEANING:

Restroom cleaning is required at the following City locations: Apple Hill Park, Balfour-Guthrie Park, Blue Goose Park, City Park, Creekside Park, Dolphin Park, Garin Park, Oak Meadow Park, Sunset Park, and Veterans Park (“Park(s)”). See chart below indicating the number of buildings, stalls, and urinals at each Park. A list and/or map of the Parks, and the park addresses, can be located at <https://www.brentwoodca.gov/home/showpublisheddocument/3776/637812761726570000>.

The restrooms at all Parks are open from 9:00 AM to 9:00 PM. All restrooms need to be cleaned during **closed** hours (9:01 PM – 8:59 AM) so that they can be open to the public every day starting at 9:00 AM. City staff will provide cleaning services for opening of restrooms on Saturdays and Sundays. Therefore, Contractor will need to clean the restrooms 5 times a week. All Parks restrooms have onsite storage closets for supplies. City provides all cleaning and toiletry supplies and equipment. City will rely on Contractor to inform City when supplies are running low by contacting Brian Johnson, Park Maintenance Supervisor, via email at cjohnson@brentwoodca.gov so that City staff can place a supply order.

Contractor shall complete the following tasks in all Park restrooms: clean toilets, clean sinks, clean mirrors, clean floors, empty trash receptacles, and haul away waste. Contractor shall notify City staff of any vandalism, including graffiti, or obvious repairs that need to be made by contacting the Parks and Recreation Main Office at (925) 516-5444 or via email at ParksAndRecreation@brentwoodca.gov.

Park restrooms have automatic locks on the doors. Contractor will be provided access code(s) and key(s) which must be returned to City at the completion of the Agreement term.

PARK NAME	MEN’S RESTROOM(S)	WOMEN’S RESTROOM(S)
Apple Hill Park	1 urinal and 1 stall	1 stall
Balfour-Guthrie Park	1 urinal and 1 stall	2 stalls
Blue Goose Park	1 stall	1 stall
City Park	1 urinal and 1 stall	2 stalls
Creekside Park	1 stall	1 stall
Dolphin Park	1 urinal and 1 stall	1 stall
Garin Park	1 stall	1 stall
Oak Meadow Park	1 urinal and 1 stall	2 stalls
Sunset Park	2 restroom buildings, each with 2 urinals and 1 stall	2 restroom buildings, each with 3 stalls
Veterans Park	1 urinal and 1 stall	3 stalls

TRASH RECEPTACLE MAINTENANCE SERVICES SCHEDULE:

Contractor shall monitor, inspect, and empty trash cans at the locations below at the frequencies indicated. While at each site indicated, “Mutt Mitt” dispensers should be inspected and refilled as needed (see locations of Mutt Mitt dispensers below). Contractor shall pick up any trash or litter throughout the parks and trails by inspecting the entire grounds during the scheduled site visits. From time to time work orders may come in that require immediate attention and Contractor needs to be able to respond to the work order within 24 or 48 hours. Contractor must haul away trash and dispose of it for no charge to the Contractor in the dumpsters allocated at the City of Brentwood Corporation Yard located at 2201 Elkins Way, Brentwood, CA. Contractor shall notify City staff of any vandalism, including graffiti, or obvious repairs that need to be made by contacting the Parks and Recreation Main Office at (925) 516-5444 or via email at ParksAndRecreation@brentwoodca.gov.

City will work with Contractor to coordinate access to the City’s Corporation Yard for disposal of waste.

Contractor will be provided keys to remove the bollards to access trash receptacles. Those keys are to be returned to City at the completion of the Agreement term.

PARK NAME	TRASH	RECYCLE	TOTER	MUTT MITT	DAILY	WEEKLY
ALMANOR PARK	2	0	0	0		X
ALMOND PARK	3	2	0	1		X
ALTA PARK	4	0	0	1		X
AMBER PARK	2	0	0	1		X
ANASTASIA PARK	3	1	0	1		X
ANTICA POCKET PARK	2	0	0	1		X
APPLE HILL PARK	9	0	0	2	X	
APPALOOSA PARK	1	0	0	1		X
APRICOT PARK	1	0	0	0		X
ARBOR VIEW PARK	6	4	0	1		X
ASPEN PARK	4	0	0	1		X
BALFOUR GUTHRIE PARK	8	5	0	3	X	
BELLA FIORE PARK	1	0	0	1		X
BERKSHIRE PARK	1	1	0	1		X
BFAC	8	6	26	0		X
BIG BASIN PARK	2	0	0	0		X
BLACK GOLD PARK	2	1	0	1		X
BLUE GOOSE PARK	5	5	3	1	X	
BOONE POCKET PARK	1	0	0	1		X
BOSK POCKET PARK	1	0	0	0		X
BSAC	0	0	0	0		
BRENTWOOD SKATE PARK	6	2	0	0	X	
BUENA VISTA PARK	2	0	0	1		X

PARK NAME	TRASH	RECYCLE	TOTER	MUTT MITT	DAILY	WEEKLY
CABOOSE PARK	1	2	0	1		X
CELESTE PARK	4	0	0	1		X
CHERRY PARK	1	1	0	1		X
CHESTNUT POCKET PARK	0	0	0	1		X
CITY PARK	10	7	2	1	X	
CORTONA PARK	1	0	0	1		X
CORTONA POCKET PARK	1	0	0	2		X
CREEKSIDE PARK	4	2	0	1	X	
CREEKSIDE TRAILHEAD PARK	1	0	0	1		X
CREEKSIDE TRAIL PARK	2	0	0	1		X
CURTIS PARK	1	0	0	0		X
DAKOTA PARK	6	0	0	2		X
DAYTONA PARK	4	0	0	1		X
DOLPHIN PARK	3	2	0	1	X	
DRAGONFLY PARK	2	0	0	1		X
EDERA POCKET PARK	1	0	0	1		X
EGRET PARK	4	0	0	1		X
FRUITWOOD PARK	1	0	0	1		X
GARIN PARK	5	0	0	2	X	
GEMINI PARK	4	0	0	1		X
GIOTTO POCKET PARK	2	0	0	1		X
GLORY PARK	3	0	0	1		X
GOLDEN POPPY PARK	10	0	0	2		X
GRANVILLE GREEN PARK	7	3	0	3		X
HERON PARK	6	2	0	2		X
HOMECOMING PARK	4	0	0	1		X
IRON HORSE POCKET PARKS	2	0	0	0		X
KALEIDOSCOPE PARK	3	1	0	1		X
KESTREL PARK	6	0	0	2		X
KING PARK	7	2	0	3		X
LAKE PARK	1	0	0	0		X
LEXINGTON PARK	1	0	0	0		X
LOMA VISTA PARK	4	1	0	1		X
MAGPIE PARK	3	0	0	0		X
MALLARD PARK	2	0	0	1		X
MARSH CREEK STAGING	2	0	0	1		X
MARSH CREEK VISTA PARK	2	0	0	0		X
McCLARREN PARK	8	0	0	1		X
MEADOWHAWK PARK	2	0	0	1		X
MEDALLION PARK	4	0	0	0		X
MISSION GROVE PARK	2	0	0	1		X

PARK NAME	TRASH	RECYCLE	TOTER	MUTT MITT	DAILY	WEEKLY
MIWOK PARK	8	3	0	5		X
MONARCH PARK	8	0	0	4		X
MONTE ROSA PARK	5	0	0	1		X
OAK MEADOW PARK	20	7	0	3	X	
ORCHARD PARK	4	2	0	1		X
OUTRIGGER POCKET PARKS	2	0	0	2		X
PALMILLA PARK	13	0	0	3		X
PALOMINO PARK	1	1	0	1		X
PEACH PARK	1	1	0	1		X
PELICAN PARK	3	0	0	1		X
PIONEER PARK	8	0	0	2		X
PISTACHIO PARK	4	0	0	1		X
PORTOFINO PARK	2	0	0	1		X
RAINBOWS END PARK	4	0	0	1		X
ROLLING HILLS PARK	2	0	0	1		X
ROSE GARDEN PARK	4	2	0	1		X
SAGE GLEN PARK	3	2	0	2		X
SAWYER POCKET PARK	1	0	0	1		X
SEEDLING PARK	2	2	0	1		X
SPARROW PARK	2	0	0	1		X
SPIRIT PARK	2	2	0	1		X
STEEPLECHASE PARK	3	0	0	1		X
STONEHAVEN PARK	1	0	0	0		X
SYCAMORE PARK			0	4		X
SUMMERSET COMMONS PARK	3	0	0	1		X
SUMMERWOOD PARK	4	0	0	1		X
SUNGOLD PARK	8	0	0	1		X
SUNSET PARK	28	19	21	0	X	
TOPAZ PARK	2	1	0	1		X
TOWHEE PARK	2	0	0	1		X
TULARE PARK	2	1	0	1		X
VETERANS PARK	26	10	6	4	X	
WALNUT PARK	3	3	0	3		X
WHEATFIELD PARK	3	1	0	1		X
WINDSOR WAY PARK	2	0	0	0		X
YOKUT PARK	6	3	0	1		X
TOTALS	403	110	58	118		

MISC. RECEPTACLES	TRASH	RECYCLE	TOTER	MUTT MITT	DAILY	WEEKLY
ADAMS LN. & GRANT ST.	2	0	0	0		X
ADAMS LN. NORTH OF BIG BASIN DR.	1	0	0	0		X
ARBOR VIEW TRAIL AT O'HARA	0	0	0	1		X
ARMSTRONG RD. & HUDSON DR.	1	0	0	0		X
ASCOT CT.	1	0	0	0		X
BALFOUR RD. & GRIFFITH LANE	1	0	0	0		X
BALFOUR RD. & GUISE WAY	1	0	0	0		X
BLOOMFIELD CT.	1	0	0	1		X
BLOSSOM CT.	1	0	0	0		X
BREAKWATER CT.	1	0	0	1		X
CORTONA TRAIL OFF CORTONA WAY	2	0	0	0		X
CREEK RD. (MARSH CREEK TRAIL)	6	0	0	2	X	
DAKOTA TRAIL	3	0	0	1		X
DOWNTOWN	19	0	0	0	X	
END OF EAST SAND CREEK RD.	1	0	0	0		X
FAIRVIEW AVE. & ANDUALUCIA LN.	1	0	0	0		X
FAIRVIEW AVE. & CONCORD AVE.	1	0	0	1		X
FAIRVIEW AVE. & DECANter CIR.	1	0	0	0		X
FAIRVIEW AVE. SOUTH OF GLADSTONE	1	0	0	0		X
FAIRVIEW AVE. NORTH OF MIWOK AVE	1	0	0	1		X
FAIRVIEW AVE. & ST. JULIEN ST.	1	0	0	1		X
FAIRVIEW AVE. & WOLFE RD.	1	0	0	0		X
GRANT ST. & EMPIRE AVE.	1	0	0	0		X
GRANT ST. & GARIN PARKWAY	1	0	0	0		X
GRANT ST. & FAIRVIEW	1	0	0	1		X
GRANT ST. & OHARA AVE.	2	0	0	0		X
GRANT ST. & SHADY WILLOW	2	0	0	0		X
GRIDLEY CT.	2	0	0	1		X
JENSEN WAY	1	0	0	0		X
MARSH CREEK STAGING	2	0	0	0		X
MEADOWBROOK DR.	1	0	0	1		X
MINNESOTA NEAR BRISTOW SCHOOL	1	0	0	1		X
MINNESOTA TRAIL	2	0	0	1		X
NIGHTHAWK WAY & SAGE SPARROW	1	0	0	0		X
PARKING GARAGE DOWNTOWN	4	0	0	0	X	
POPPY DR.	1	0	0	0		X

ROSEBROOK TERRACE	1	0	0	1		X
ROSE GARDEN TRAIL	17	0	0	3		X
SAGE GLEN TRAIL	2	0	0	0		X
SELLERS AVE. & MORNINGSIDE ST.	1	0	0	1		X
SHADY WILLOW & OLD SAND CREEK	1	0	0	0		X
SUMMER CIRCLE	1	0	0	1		X
TRESCH WAY	1	0	0	0		X
VINEYARDS PARKWAY	4	0	0	2		X
WHEATFIELD CT.	1	0	0	0		X
TOTALS	99	0	0	22		