



Council Agenda Report

To: Mayor Uhring and the Honorable Members of the City Council

Prepared by: Kristin Riesgo, Community Services Director

Approved by: Steve McClary, City Manager

Date prepared: June 3, 2024 Meeting date: June 24, 2024

Subject: Professional Services Agreement with Enhanced Landscape Management LLC

RECOMMENDED ACTION: Authorize the Mayor to execute a Professional Services Agreement with Enhanced Landscape Management LLC to provide landscape maintenance services through June 30, 2027.

FISCAL IMPACT: No additional appropriation is required. Funding for this agreement is included in the Proposed Budget for FY 2024-25 in Account No. 100-4010-5100-00 (Park Maintenance Professional Services), 500-7008-5100-00 (Legacy Park Professional Services), and 103-9050-5100-00 (City Hall Operations Professional Services).

STRATEGIC PRIORITY: This item is part of the day-to-day operations identified in the Adopted FY 2023-24 Strategic Priority Project List.

DISCUSSION: The City recently completed the Request for Proposals (RFP) process for a new landscape maintenance services agreement for City parks, facilities, City Hall, parkways, and medians. The process was last completed in late 2019, and the City's current Agreement ends on June 30, 2024.

Proposals for the RFP were due on May 3, 2024. The City received five proposals in response to the RFP. Staff reviewed the submitted proposals and interviewed three contractors on May 14, 2024. Following the interviews, staff contacted references, verified the cost proposals, and confirmed the contractor's specifications in their submitted proposal. Based on the information, staff selected to continue working with the current landscape maintenance contractor, Enhanced Landscape Management LLC (Enhanced).

Enhanced has worked as the City's landscape maintenance contractor since 2019. The contractor understands the scope of work, has demonstrated excellent service, and is committed to the City's Earth Friendly Management Policy (EFMP). Additionally, Enhanced has agreed to become an all-electric vendor for the City. They have purchased all-electric maintenance equipment, including lawnmowers, leaf blowers, trimmers, and lawn edgers, that will be used exclusively under the Agreement.

The 2024 RFP Landscape Maintenance Scope of Work was adjusted compared to 2019. City park maintenance staff will maintain overhead irrigation and power washing facilities. Due to the adjustment, Enhanced slightly reduced the cost of services compared to the previous Agreement.

Staff recommends that the Council approve the Professional Services Agreement with Enhanced Landscape Management to provide landscape maintenance services. The agreement will be for three years, beginning July 1, 2024, and the estimated annual payment will be \$517,200.

ATTACHMENTS: Professional Services Agreement with Enhanced Landscape Management LLC

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of June 24, 2024, by and between the City of Malibu (hereinafter referred to as the "City") and Enhanced Landscape Management LLC (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract services for work relating to landscape maintenance of city parks, medians, and parkways, in addition to weekend liner service.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on July 1, 2024, and will remain in effect for a period of three years with an option to extend the Agreement under the same terms and conditions for up to three additional one-year periods from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or his or her designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule. The cost of services shall not exceed \$43,100 per month, for a total amount not to exceed \$517,200 annually for the term of the agreement. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

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4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin, or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement. Consultant further agrees to comply with all provisions in the attached Exhibit B which is incorporated herein.

6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City and any and all of its officials, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this Agreement. Consultant's duty to indemnify and hold harmless City shall not extend to the City's sole or active negligence or willful misconduct.

6.5.1. Duty to defend:

In the event the Indemnified Parties, individually or collectively, are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall defend the Indemnified Parties at Consultant's cost or at City's option, to reimburse City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by City is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and City, as to whether liability arises from the sole or active negligence or willful misconduct of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely or actively negligent or to have acted with willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees, and costs of litigation.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances, and codes of the federal, state, county, and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between the City and the

Consultant.

6.7.1. The Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an

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assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

6.16 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City

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and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY:	Steve McClary City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 226 FAX (310) 456-2760	CONSULTANT:	Enhanced Landscape Management LLC Executive Vice President Greg Epstein 28447 Witherspoon Parkway Valencia, CA 91362 TEL (805) 557-2727
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6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

7.0 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2)

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a “consultant” for the purposes of the California Political Reform Act because Consultant’s duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City’s Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City’s Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant’s disclosure obligations in accordance with the City’s Conflict of Interest Code.

City Initials _____

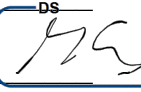
Consultant Initials _____

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7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a “consultant” for the purpose of the California Political Reform Act because Consultant’s duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City’s Conflict of Interest Code.

City Initials

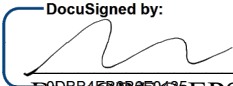
Consultant Initials

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This Agreement is executed on _____, at Malibu, California, and effective as of July 1, 2024.

CONSULTANT:

DocuSigned by:



By: GREG EPSTEIN, Executive Vice President

CITY OF MALIBU:

STEVE UHRING, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY’S OFFICE

TREVOR RUSIN, Interim City Attorney

EXHIBIT A
SCOPE OF WORK

Scope of Work

1. General Specifications

- 1.1 Statement of Work – The Contractor shall provide skilled landscape maintenance personnel, materials, tools, equipment, and transportation to perform landscape maintenance services on City properties under the jurisdiction of the City of Malibu Community Services Department. The Contractor is responsible for providing all supplies and equipment connected to the services performed under the Agreement. All materials are subject to the approval of the City of Malibu's Contract Administrator or their designated representative (Contract Administrator).
- 1.2 Term and Extension – The length of the Agreement shall be three years with the option to extend the Agreement under the same terms and conditions for up to three additional one-year periods from the date of expiration, provided that both Parties mutually agree in writing to such extension, which is subject to City Council approval. The total maximum length of the Agreement is six years. The City may cancel the Agreement upon thirty (30) days written notice. The Contractor may cancel the Agreement with the City upon thirty (30) days written notice.
- 1.3 Additions/Deletions – The City reserves the right during the Agreement term or resulting extensions to add or remove properties with ten (10) days written notice. Additions shall be added at the same rate for comparable properties under the Agreement. If there are no comparable properties, the City shall negotiate the price with the Contractor. If the request for additional work begins during a billing cycle, the payment shall be prorated for the month of work commenced.
- 1.4 Hourly Rate/Certified Payroll – The provisions of the California Labor Code will be incorporated in and govern the Agreement. The Contractor will be required to pay not less than the general prevailing rate of per diem wages as determined by the Department of Industrial Relations, copies of which are on file in the office of the Agency and will be made available upon request.
- 1.5 Progress Payments
 - a. The Contractor will be paid only for work completed at each location maintained as verified by the City.
 - b. The Contractor is required to perform scheduled maintenance operations specified in the Agreement. Failure on the part of the Contractor to perform any such maintenance operations will result in the

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progress payment deductions equivalent to the product resulting from the multiplication of the units (or subunits) by the property site quoted by the Contractor multiplied by the number of working days of failed performance.

- c. The City will notify the Contractor or their designee representative of failure to perform any required operation. This notification will be in writing and indicate the operation not performed, along with the location, time, dates, property site, square footage, and amount to be deducted from the upcoming progress payment.
- d. All progress payments will be for work performed as adjusted to reflect deductions for failure to perform as specified.

1.6 Work Force and Schedule

- a. The Contractor's work force shall consist of company skilled landscape maintenance personnel and subcontractors. The Contractor's crew(s) shall be supervised by a Contractor-designated Lead Worker. The designated Lead Worker/Supervisor shall effectively communicate with City staff. In the event of the absence of the regular Lead Worker/Supervisor, it will be the responsibility of the Contractor to designate an acting Lead Worker/Supervisor to oversee the crew while performing the maintenance operations specified in the Agreement. The Contractor must notify the City of any such designation before the beginning of any shift by contacting the Contract Administrator either by phone or e-mail.
- b. The City reserves the right to reject landscape crew personnel or supervisors of the Contractor's workforce. It shall be the Contractor's responsibility to replace such rejected workers in a manner that will not affect the execution of the responsibilities specified in the Agreement.
- c. The City reserves the right to change the work hours and shift schedule. The Contractor shall be notified at least one (1) full week before such changes.
- d. The City will not recognize any holidays as paid holidays for Contractor employees.
- e. Identification of all vehicles and equipment in connection with the Agreement shall be visibly marked with company identification.

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- f. All employees must be at least eighteen (18) years of age, appropriately trained, and qualified for the work assigned to them. All employees must be able to follow directions and be physically capable of performing their duties.
- g. The Contractor shall provide uniforms to the employees assigned to work on the contract so that the Contractor's employees can be easily identified. Uniforms shall bear the employee's name and the company's name or logo and present a professional appearance.
- h. Contractor(s) may not allow anyone who is not an employee or principal with the company or anyone not on duty on City premises.

1.7 Labor Strike

- a. The Contractor shall be responsible for its labor relations with any trade or union representative among its employees and shall negotiate and be responsible for adjusting all the disputes between itself and its employees or any union representing such employees. If the Contractor knows about an actual or potential labor dispute that could delay or threaten the timely performance of the services, the Contractor shall immediately give written notice thereof to the City.
- b. The Contractor shall be responsible for providing continuous maintenance services, without interruption, to all locations specified within the Agreement. In the event of a labor strike, the Contractor shall provide other means to provide continuous and comparable service at the Contractor's cost. Failure to do so will cause the City to take any action necessary to provide the service, with any cost beyond the Contractor's normal rates (which will be deducted from the Contractor's progress payment) to the City being borne by the Contractor.

1.8 Subcontractor/Assignment of Agreement – The Contractor shall not subcontract any portion of the Agreement, or any additions made to the Agreement without first receiving approval from the City. All persons engaged in landscape maintenance work shall be considered employees of the Contractor, with the supervisor being responsible for their work. The Agreement may not be assigned to another owner or entity without City approval.

1.9 Duties and Responsibilities

- a. The City's Contract Administrator will function as the administrator of the Agreement and will manage, coordinate, and verify the completion

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of all maintenance operations specified in the Agreement. They will also provide written notice of failure to perform the Agreement and indicate the amount to be deducted from the forthcoming progress payment.

- b. The Contractor's Lead Worker/Supervisor is responsible for executing the maintenance operations specified in the Agreement. He represents the Contractor and is responsible for supervising the Contractor's employees while they are performing the landscape maintenance service.

1.10 Scope of Work – It is the intent of the scope of work to include all maintenance services, materials, supplies, tools, equipment, and transportation necessary to maintain all portions of the property specified in the Agreement. It is understood and agreed that only the highest possible industry standards of landscape maintenance will be accepted and shall be consistently maintained.

1.11 Disclosure of Information

- a. The Contractor agrees that it will not during or after the term of the Agreement disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, firm, corporation, association, or other entity or to the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Contractor shall be used exclusively in connection with the performance of the services.
- b. The Contractor shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Contractor hereunder or mentioning or implying the name of the City or its personnel without the prior written consent of the City.

1.12 Energy Conservation/Recycled Goods Usage – The Contractor shall comply with the City's energy conservation and recycling practices.

1.13 Employee Food Service – The Contractor shall not be allowed to bring on to the City's property any food or beverage catering trucks, vending machines, or other serving facilities without prior written authorization from the City.

1.14 Key Control

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- a. The Contractor shall adequately secure keys (physical or cards), other entry devices, and codes provided by the City. The Contractor shall maintain a record of the key numbers issued to its employees.
- b. The Contractor shall not duplicate and shall not allow such items to be duplicated or removed from the site of the services.
- c. The Contractor shall immediately report lost, missing, broken, or stolen items to the Contract Administrator. Should the Contractor lose or have stolen any keys issued to the Contractor by the City, the cost of changing locks, keys, or other devices will be deducted from the contractor's invoice for work performed under the Agreement.
- d. The Contractor shall physically present all keys (physical and cards) and other entry devices for verification upon request of the City.

2. Change Orders

- 2.1 The City may, on occasion, without invalidating the Agreement, by modifying, adding, removing areas to the Agreement; by modifying, adding, or removing space; by modifying, adding, or removing routine services; or by modifying, adding, or removing specifications. All such changes shall be ordered using a written change order. The City and the Contractor shall agree upon any changes in the compensation to the Contractor resulting from such change orders.

3. Contract Administrators

- 3.1 The City shall designate the Community Services Director or their designated representative as Contract Administrator, who shall act on behalf of the City concerning all aspects of the Agreement.
- 3.2 The administration of the Agreement is vested wholly in the Contract Administrator. The Contract Administrator shall have complete authority to require the Contractor to comply with all provisions of the Agreement. The Contractor shall strictly and promptly follow the instructions of the Contract Administrator at all times. The Contract Administrator's decision upon all questions, claims, and disputes will be final and conclusive upon the parties of the Agreement. The Contract Administrator shall exercise any discretionary authority in a reasonable manner.
- 3.3 The Contractor shall provide the Contract Administrator free and easy access to inspect and measure the manner and progress of the services at

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all times and to inspect the types and quantities of tools, equipment, supplies, and all other materials used in the performance of the services. It is agreed that such inspection and measurement is not to control or direct the services or employees of the Contractor but to assure that all services meet the requirements of the Agreement.

- 3.4 The Contract Administrator shall decide all questions that arise as to conformance of, and acceptability of tools, equipment, supplies, materials, methods, and procedures used in the performance of the services concerning the requirements included herein. The Contract Administrators shall decide all questions which may arise as to the interpretation of the Agreement documents relative to the services and the fulfillment of the Agreement on the part of the Contractor.
- 3.5 The Contract Administrator will determine the amount and quality of the several kinds of services performed and material furnished, which are to be paid for under the Agreement.
- 3.6 The Contract Administrator shall have the authority to require the Contractor to make temporary changes in the assignment of routine services, tasks, and task frequencies if such changes do not affect the unit prices. Such temporary changes shall not affect the amount of payment to the Contractor.

4. Obligations, Workmanship, Supervision and Damage

- 4.1 Contractor shall perform all work by following the best industry standards of landscape maintenance, including maintenance, workmanship, safety practices, and standards of cleanliness. All work shall comply with the City's Earth Friendly Management Policy (EFMP, Attachment 2). The Contractor will not use poisons, including pesticides, herbicides, insecticides, and rodenticides, on all City-owned, leased, or managed property.
- 4.2 Contractor must provide and currently possess the following before submitting a proposal: the Contractor's California State License, 24-hour answering service, central office/yard, references from clients with similar landscape maintenance projects, including at least three years' experience in park, facility, and median landscape maintenance.
- 4.3 Contractor shall provide a workforce, vehicles, and equipment sufficient to complete the work specified in the Agreement.

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- 4.4 The Contract Administrator shall inspect work performed by the Contractor and approve or reject the work and materials used. Failure on the part of the Contractor to correct poor workmanship or substandard performance will result in the initiation of a written notice of failure to perform or a cancellation of Agreement.
- 4.5 The City shall have absolute control over the landscape maintenance program direction and execution. The Contract Administrator will regulate the standards noted in the Agreement and the precise level of service desired by the City.
- 4.6 Contractor shall personally supervise work or have a competent Lead Worker/Supervisor on site at all times during the progress of the work, with authority to act and be responsible for adherence to specifications and be available for consultation with the Contract Administrator.
- 4.7 Contractor will submit a written report detailing completed work at each site to the Contract Administrator at the end of each week. Any specific areas that do not meet the conditions of the specifications in the Agreement shall be called to the attention of the Contractor. If not corrected, payments to the Contractor will not be made or will be prorated until the condition is corrected satisfactorily as outlined in the specifications. The Contractor will not receive payment when work is not performed.
- 4.8 Contractor shall provide proper traffic control at all times while working on public right of way as prescribed in the WATCH handbook (Work Area Traffic Control Handbook) latest edition and as approved by the City of Malibu Public Works Director.
- 4.9 Employees working on median strips or near streets, roads, or highways must wear O.S.H.A.-approved vests with Scotchlite reflective striping.
- 4.10 Contractor will report, without delay, damage to City property or equipment and shall be held responsible for the correction or replacement of said damage caused by their act hereunder.
- 4.11 Plant material destroyed by vandalism, private construction, or by the City shall be the responsibility of the City of Malibu.

5. Irrigation

- 5.1 The City will be responsible for the programming of automatic irrigation controllers.

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- 5.2 The City of Malibu shall repair all automatic or malfunctioning controller clocks and pay for all necessary irrigation materials, excluding tools.
- 5.3 The contractor shall repair any damaged sprinkler heads, nozzles, swing arms, fittings, risers, lateral lines, and quick couplers resulting from routine wear, defective parts, mower damage, etc., and shall routinely clean out sprinkler heads and lines to keep them in good operating condition at all times. All necessary labor, materials for repairs, excluding tools, shall be paid for by the City.
- 5.4 Repairs to the irrigation system mainline pipes, solenoids, valve wiring, and valves resulting from normal wear, vandalism, or damage by other means, except for contract maintenance negligence, shall be the responsibility of the City.
- 5.5 Irrigation water shall be carefully applied in quantities required by the different plant species, time of the year, and other basic environmental factors.
- 5.6 Sprinkler heads must be unobstructed from grass, soil, or other matter prohibiting the proper water spray. The Contractor shall make all adjustments to sprinklers, including height, arc, angle of sprinklers, and risers as necessary to compensate for the growth of plant material, thatch build-up, etc.
- 5.7 Where the installed sprinkler system does not adequately cover or water an area, the contractor shall provide sprinklers and hoses to water the area adequately.
- 5.8 Watering shall be controlled to avoid excessive drainage on sidewalks, streets and play areas and to avoid creating a hazard or wasting water. Areas referred to as "slope" will require special attention due to severe grades and watering difficulties.
- 5.9 Any areas with manual watering systems must be watered as needed to keep plant material healthy. Automatic irrigation controllers will be kept locked at all times. The Contract Administrator and assigned City staff will have master keys to all controllers.

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5.10 If the irrigation system is inoperative for any reason, the contractor must water those areas with manual sprinklers and hoses.

5.11 The contractor shall perform field observations and provide status reports to the Contract Administrator. Specifically, the contractor shall notify the City in writing of the condition of the landscape area and irrigation system by station valve number and controller, as assigned.

5.12 **Materials**

- a. All irrigation replacement parts and materials must be equal to or better than manufacturers' original equipment unless City representative approves a substitute in writing.
- b. Contractor shall maintain an adequate inventory of medium and high usage stock items for repair of the irrigation system.
- c. Contractor shall implement repairs in accordance with the manufacturer's warranties. Payments will not be made for repairs on equipment covered by the manufacturer's warranty.
- d. Calculation of cost of material for work shall be the wholesale cost of material including but not to exceed a 15% markup for overhead costs and profit.
- e. All materials are to be new and identical to existing materials unless otherwise directed by the City representative.
- f. The City reserves the right to purchase materials directly and make them available to the Contractor.

6. **Hardscape and Buildings**

6.1 All walkways, parking lots, and hardscaping, will be swept or blown clear of dust, dirt, and plant matter. Litter will be picked up daily or as required by the Contractor Administrator. Sweeping should coincide with mowing and edging activities. Broken or uneven walkways shall be the responsibility of the City, except in the case of walkways damaged by negligence or abuse by the Contractor. In the event of Contractor-related damage to walkways or other hardscape features, the Contract Administrator will decide whether the Contractor will complete the repair if the City will complete the repair

and reduce the Contractor's payment accordingly. Gas-powered leaf blowers are prohibited in the City of Malibu.

6.2 Contractor will maintain all drainage courses and drains within the properties included in the Agreement. This will include removing dirt, debris, litter, and vegetation to allow unrestricted water flow. Missing or damaged grates shall be reported to the Contract Administrator immediately.

6.3 Contractor will inspect and maintain exterior facilities equipment, including trash cans in a neat, clean, and safe condition daily.

7. Aeration and Organic Fertilization

7.1 The Contractor will provide aeration as needed in preparation for organic fertilization and renovation.

8. Shrub, Tree, and Ground Cover

8.1 The Contractor shall be responsible for pruning all plant material, including shrubs and trees, from ground level. All trees are included in the required trimming operations. Large mature trees must be maintained a minimum of 14-feet above ground level by the landscape contractor. All dead and damaged branches and limbs shall be removed at the point of breaking at the time breakage occurs. All trimmings and debris shall be removed and disposed of offsite at the end of each workday. All pruning and trimming operations shall be completed under International Society of Arborist (ISA) standards.

8.2 Pruning shall be done according to the natural growth of each plant to maintain proper plant health by cutting out dead, diseased, or injured wood; to control growth when an unshapely shrub or tree occurs; and to increase the quality of flowers. Trees and shrubs will also be trimmed to prevent property damage or safety hazards such as sight restrictions, pedestrian obstruction, etc.

8.3 Ground covers are edged to prevent growth from interfering with other plant material and from growing over curbs, sidewalks, walls, fences, controller units, valve boxes, quick couplers, or other appurtenances or fixtures.

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- 8.4 Trim, shape, and prune trees to maintain a safe, reasonable appearance. Public safety shall be a prime consideration in trimming trees. Tree overhang shall have a ground clearance of at least seventy-two inches (72") or as recommended by the City.
- 8.5 All shrubs and trees shall be trimmed as necessary to keep all City signs visible to traffic at all times. Shrubs shall not be allowed to grow higher than thirty inches (30") without the approval of the Contract Administrator.
- 8.6 Cultivate ground surrounding shrubs, trees, and ground cover to maintain a healthy, vigorous appearance and growth rate.
- 8.7 Shrub and Ground Cover Replacement – The Contractor is expected to take all reasonable steps to mitigate climactic or other anticipated damage to shrub and ground cover. Shrubs and ground cover that are destroyed or die due to the Contractor's negligence will be replaced at the Contractor's expense. They will be replaced with the same material that existed unless the Contractor is notified otherwise by the Contract Administrator in writing. Substitutions for any plant materials must have prior approval in writing. Original plans and specifications should be consulted to determine the correct identification of species.
- 8.8 All weeds will be removed mechanically or by hand. Weeds will be removed from all shrubs, ground cover areas, turf, along trails, parking areas, walkways, arenas, and trails within seven (7) days of becoming visible. Wood chips will be used in appropriate areas to prevent weeds. All work must be completed following the EFMP.
- 8.9 Clearance of plant material 10 feet from the edge of roads, parking areas, sidewalks, and picnic tables on an ongoing basis.
- 8.10 Trails will be kept clear, and brush cut back as needed to maintain city trail standards. Hazardous plants such as poison oak will be kept clear for 15 feet from trails and public walkways.

9. Brush Clearance

- 9.1 Contractor shall complete brush clearance annually on all properties as defined in the scope of work. The clearance must be completed by the first day of June each year and satisfy the brush clearance standards as required by the Los Angeles County Fire Department and the City.

10. Mowing and Edging

- 10.1 Mowing – All turf will be cut using a reel type mower and to the industry standards for the specific grass varieties. The direction and pattern used in mowing large turf areas will be varied regularly. The Contract Administrator will determine the length to which the grass is cut and may be changed at their discretion. All grass clippings, leaves, and trash will be removed the same day the area is mowed and disposed of following City ordinance. A mowing schedule will be established and maintained to the satisfaction of the City. The mowing schedule is intended to be completed weekly. To maintain a safe and attractive playing surface, sports fields may require more frequent mowing during certain times of the year. Season and weather changes may require regular schedule variations to achieve a healthy, well-maintained turf. Storms and severe weather conditions may also interfere with the proposed schedule. Variations of the proposed schedule must be discussed and approved by the Contract Administrator in advance. If mowing is missed due to inclement weather, the Contract Administrator should be notified.
- 10.2 Edging – After each cutting, the edge of the grass shall be trimmed to a neat and uniform line. Where trees and shrubs occur in turf areas, all grass shall be removed at least 6" from the trunks of trees and away from the drip line of shrubs without damage to the shrub or tree. After each mowing, all sprinkler heads shall be trimmed around to provide maximum water coverage. An edging schedule is to be considered part of the mowing schedule and shall be concurrent with the mowing mentioned above in the schedule.
- 10.3 Weed Control – All weeds will be removed mechanically or by hand within seven (7) days of becoming visible. Weed removal and control will follow the EFMP.
- 10.4 Renovation and Dethatching – Removal of all excessive thatch as scheduled at least once a year at the discretion of the Contract Administrator to maintain acceptable turf appearance and health. Equipment will consist of standard renovating or vertical mowing type dethatching machine.
- 10.5 Trim around trees, sprinkler heads, planters, mowing strips, walkways, and fences. Tree trunks are not to be struck by mowers, "string trimmer," or other equipment.
- 10.6 Mowers shall be kept in proper adjustment. Mower blades must be kept sharp to obtain a clean, sharp cut and not damage the grass. Shredding or

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rough cutting of grass will not be permitted.

- 10.7 Mowing and edging must be done Monday through Friday, between 8:00 a.m. and 3:00 p.m. at Trancas Canyon Park and 7:00 a.m. and 3:00 p.m. at all other City parks.
- 10.8 If holidays or weather conditions interfere with the regular mowing schedule, mowing and edging must be done the following day or as soon as conditions permit.
- 10.9 After mowing and edging, all trimmings and debris shall be swept, vacuumed, or blown off sidewalks and paved areas and disposed of. Discarding trimmings and debris into the street will not be permitted.

11. Disease and Pest Control

- 11.1 Best organic horticultural practices and control methods shall be used following the EFMP.
- 11.2 All safety regulations shall be adhered to per the City of Malibu Ordinance, EFMP, policies, and regulations set forth by the State of California Department of Food and Agriculture.

12. Replacement of Plant Materials

- 12.1 The contractor shall replace all plant material that has died due to improper maintenance. This includes turf, ground cover, shrubs, and trees.
- 12.2 Any plant having had one-half or more of its foliage die back shall be considered dead; the Contract Administrator shall determine if a plant is dead, what plant replacement should be made, and shall notify the contractor of such.

13. General Maintenance and Inspection Control

- 13.1 The Contractor shall promptly remove and dispose of all trimmings, woodcuttings, trash, rubbish, and debris from the site during the regular work schedule. All areas shall remain free of trash and debris.
- 13.2 All lawns, ground cover areas, areas around shrubs and trees next to buildings, fences, benches, sidewalks, tot lots, curbs, and gutters shall be kept free from weeds, litter, rocks, glass, and debris.
- 13.3 All cracks in sidewalks, curbs, street gutters, and other areas shall be kept

weeded.

14. Daily Litter and Trash Cleanup

The following tasks shall be performed at six (6) parks and Cross Creek Road, seven (7) days a week.

- 14.1 Areas shall be monitored and cleaned of debris and litter by the Contractor daily. All hazards, potential hazards, and damaged areas must be reported immediately to the Contract Administrator.
- 14.2 Trash receptacles provided by the City and located at various sites shall be emptied daily. All trash, litter, and debris collected from facilities will be disposed of appropriately. Trash receptacles will be emptied as scheduled and replaced with clean liners. Industrial trash can liners will be provided by the Contractor. A three cubic yard dumpster will be provided by the City at Charmlee Wilderness Park, Malibu Bluffs Park, Ioki property (vacant property near Legacy Park), and the Malibu Equestrian Park to dispose of normal trash and debris that will be emptied weekly at the City's expense. Large objects or excessive amounts of trash shall be removed by the Contractor and disposed of in compliance with City ordinance. The contractor will remove all green waste for proper disposal and recycling.
- 14.3 Sidewalks and paved areas shall be swept, blown, and cleaned of dirt or debris daily.

15. Runoff Mitigation Controls

- 15.1 Runoff containing sediment, vegetation, construction waste, and other pollutants from landscape sites, public right of ways, and parking areas shall be retained and controlled on-site to the maximum extent practicable.
- 15.2 Any sediment or other materials released from the site shall be removed and properly disposed of on the same day or as soon as practicable. When deemed necessary by the Contract Administrator, or the Public Works Director, or their designated representative, a temporary sediment barrier shall be installed.
- 15.3 Excavated on-site soil shall be controlled using best management practices to eliminate any material or sediment from running into the street or adjoining properties.
- 15.4 Washing or watering down Contractor trucks or other equipment is

prohibited.

16. Weekend Liner Service

- 16.1 The Contractor will remove trash and debris and refill dog waste bags at six (6) parks and Cross Creek Road on Saturday, Sunday, and holidays from 7:00 a.m. to 3:00 p.m.
- 16.2 The Contractor will open the park entry gates at Charmlee Wilderness Park and Malibu Equestrian Park at 8:00 a.m. and Trancas Canyon Park at 9:00 a.m. on Saturday, Sunday, and holidays.
- 16.3 The Contractor will open the restrooms at Chamlee Wilderness Park, Malibu Equestrian Park, and Las Flores Creek Park at 8:00 a.m. and Trancas Canyon Park at 9:00 a.m. on Saturday, Sunday, and holidays.

17. Additional Work

- 17.1 If the City of Malibu requires additional work beyond the demands of these specifications, the Contractor shall perform all work at the competitive predetermined price set in the Landscape Maintenance Services Fee Schedule Form (Attachment 4).
- 17.2 The contractor must be willing to provide a competitive price for additional areas that may be developed and demonstrate the ability to properly maintain the expanded scope of work.
- 17.3 The Contractor should be prepared to provide extra workforce, trucks, and equipment upon request by the City. The Contractor must be able to receive and respond to emergencies and emergency requests within ninety (90) minutes.
- 17.4 The City of Malibu shall have the right to inspect all books and records on the Contractor's charges to the City of Malibu.

18. Contract Pricing and Adjustments

- 18.1 If an area is not maintained due to weather, oversight, or any other reason, the City will deduct the amount outlined in the Landscape Maintenance Services Fee Schedule (Attachment 4) for the section(s) for regular payment. For this reason, the contractor is encouraged to appropriately designate fees in the Landscape Maintenance Services Fee Schedule

Form.

- 18.2 The City reserves the right to reject any itemized bid in total if, in the opinion of the Community Services Director, the price bid on any one or more individual section(s) appears to be in error, unreasonably out of line with the amount of work to be performed or may not be required.

City Parks, Medians, and Parkways

The Contractor will provide landscape services at the following City locations.

Charmlee Wilderness Park – 2577 Encinal Canyon Road

A 532-acre wilderness park in the Santa Monica Mountains. The park includes picnic areas, eight miles of hiking trails, a nature center, and a 330 square foot restroom building.

Civic Center Way – Webb Way to Malibu Canyon Road

The area comprises planters, walkways, native vegetation, and landscaped areas with a subsurface irrigation system.

Cross Creek Road – Cross Creek Road from Pacific Coast Highway to Civic Center Way

The area comprises planters, walkways, native vegetation, and landscaped areas with a subsurface irrigation system.

Las Flores Creek Park – 3805 Las Flores Canyon Road

Four-acre neighborhood park along Las Flores Creek with walking paths, restroom buildings, picnic areas, playground, and full irrigation system, with native vegetation (xeriscape).

Legacy Park – 23500 Civic Center Way

Fifteen-acre park consisting of native vegetation (xeriscape), full irrigation system, native gardens, and pedestrian walkways.

Malibu Bluffs Park – 24250 Pacific Coast Highway

A ten-acre community park that includes two baseball fields, a multi-use sports field (300 x 150 ft.), a skatepark, two playground areas, three picnic areas, a community building, restrooms (3 sets), one workout station, parking lots, sidewalks, six acres of turf area, native vegetation, landscaped areas, and full irrigation system.

Malibu City Hall – 23285 Stuart Ranch Road

Parking lots, sidewalks, native vegetation, and landscaped areas with a subsurface irrigation system.

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Malibu Equestrian Park – 6225 Merritt Drive

Two riding arenas, picnic area, restroom building, riding trails, asphalt and decomposed granite parking lot, native vegetation (xeriscape), and no irrigation.

Parkways and Medians – John Tyler Drive and Pacific Coast Highway, Malibu Canyon Rd and Civic Center Way, Pacific Coast Highway at Webb Way.

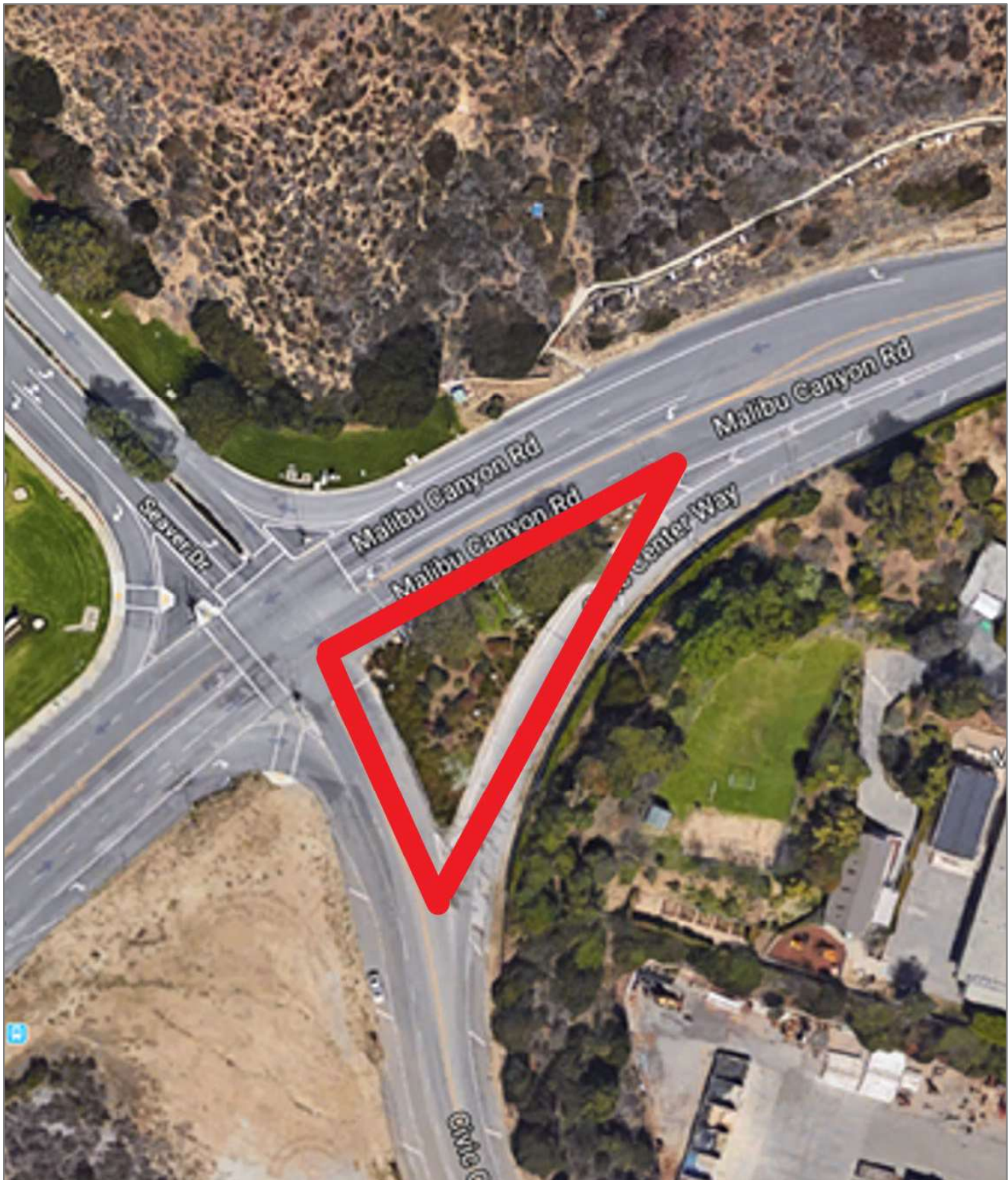
Trancas Canyon Park – 6050 Trancas Canyon Road

Six and one-half acre neighborhood park with an access road, parking lot, playground, decomposed granite dog park, restroom building, picnic shelter, full irrigation system, native vegetation (xeriscape) and one and one quarter (1¼) acres of turf.

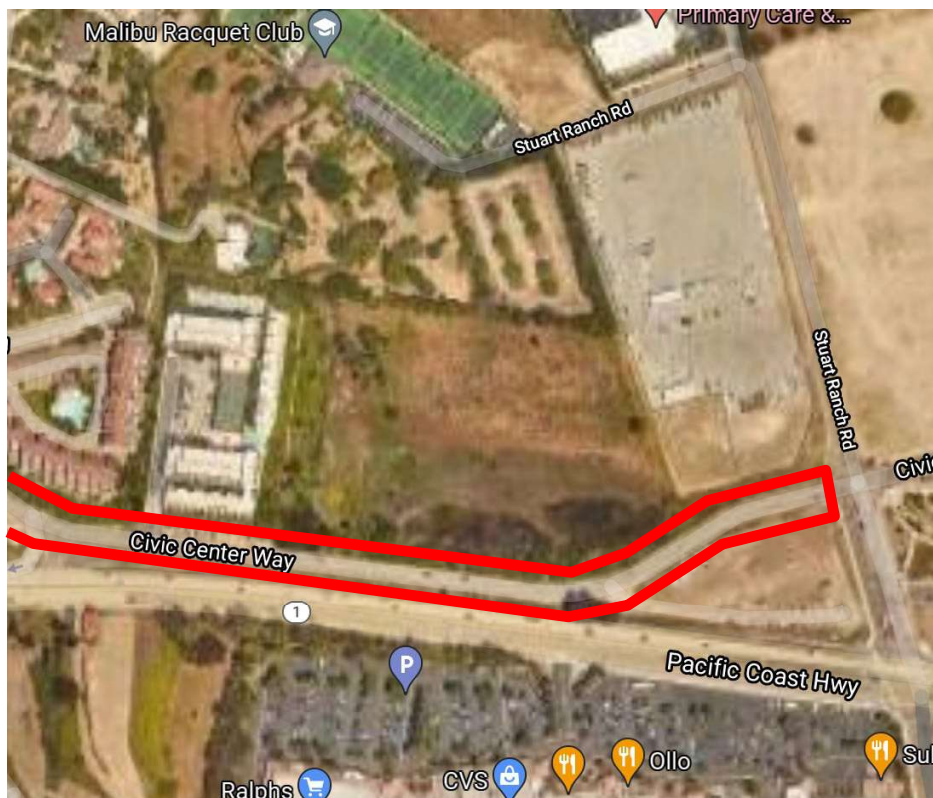
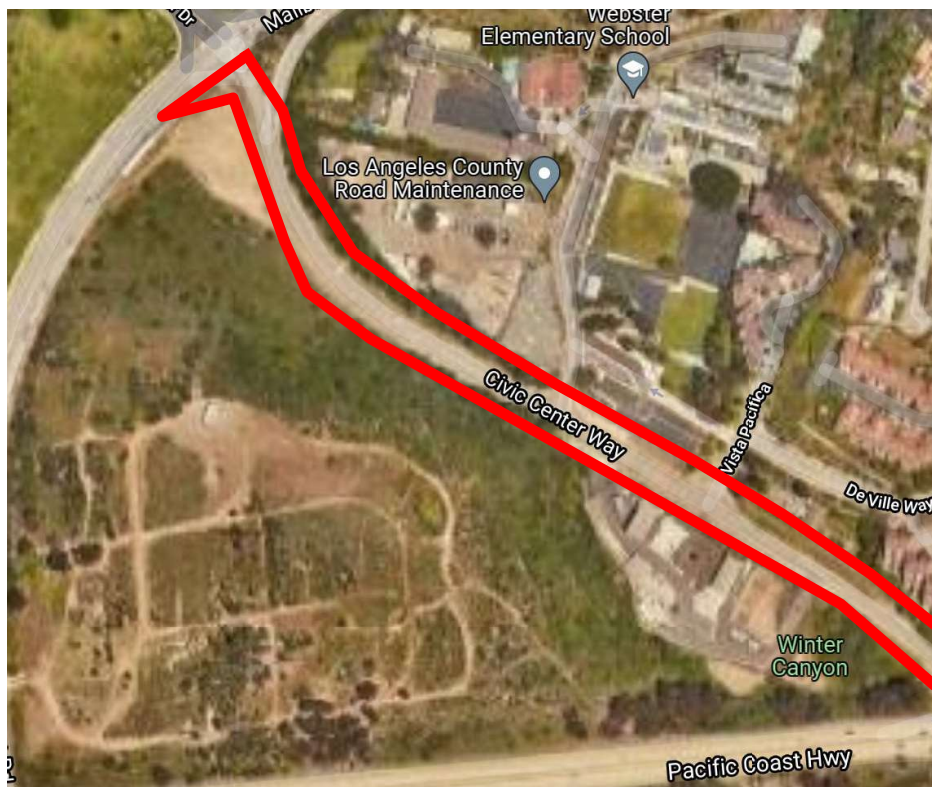
Charmlee Wilderness Park



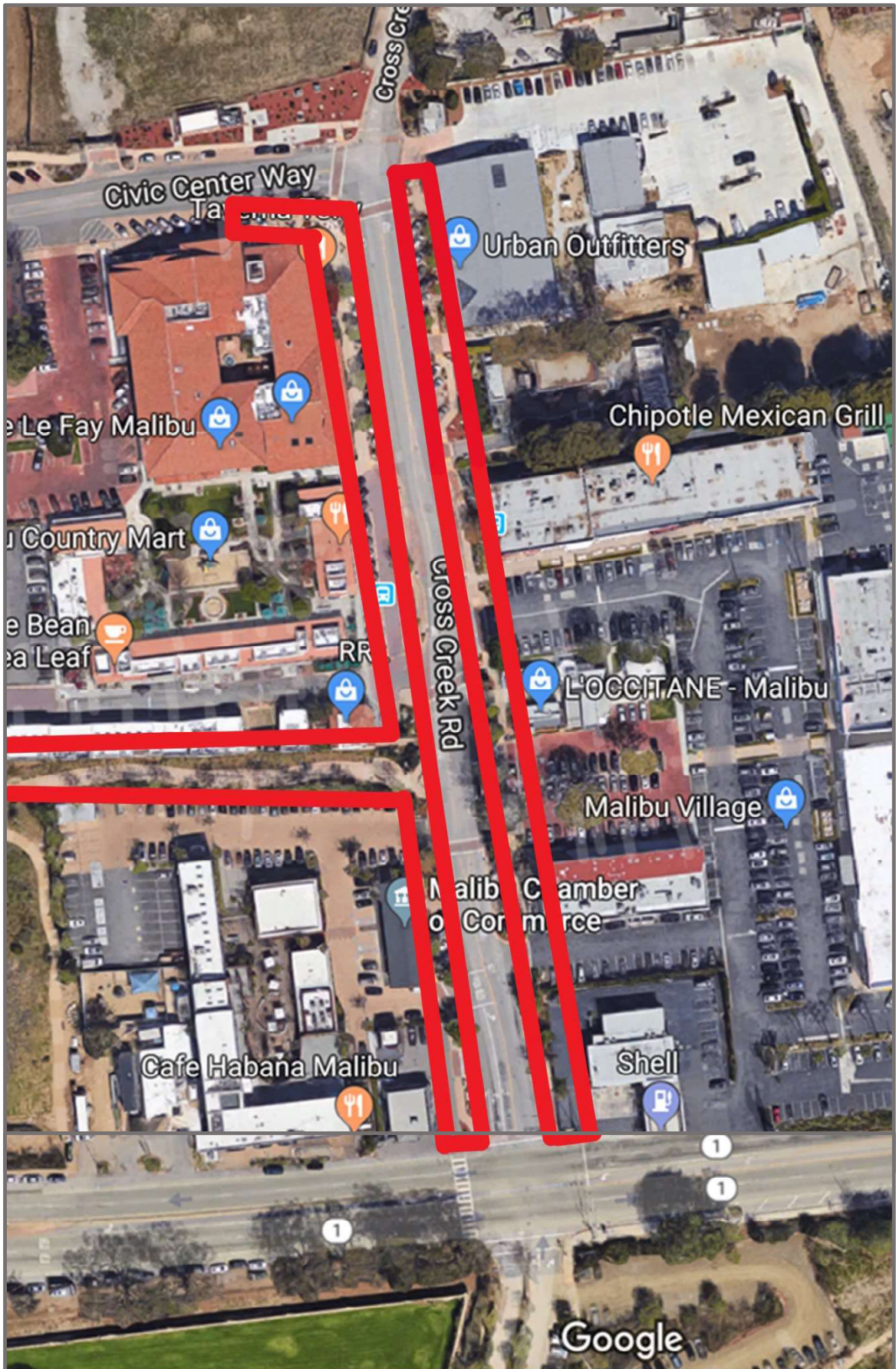
Civic Center Way and Malibu Canyon Road Median



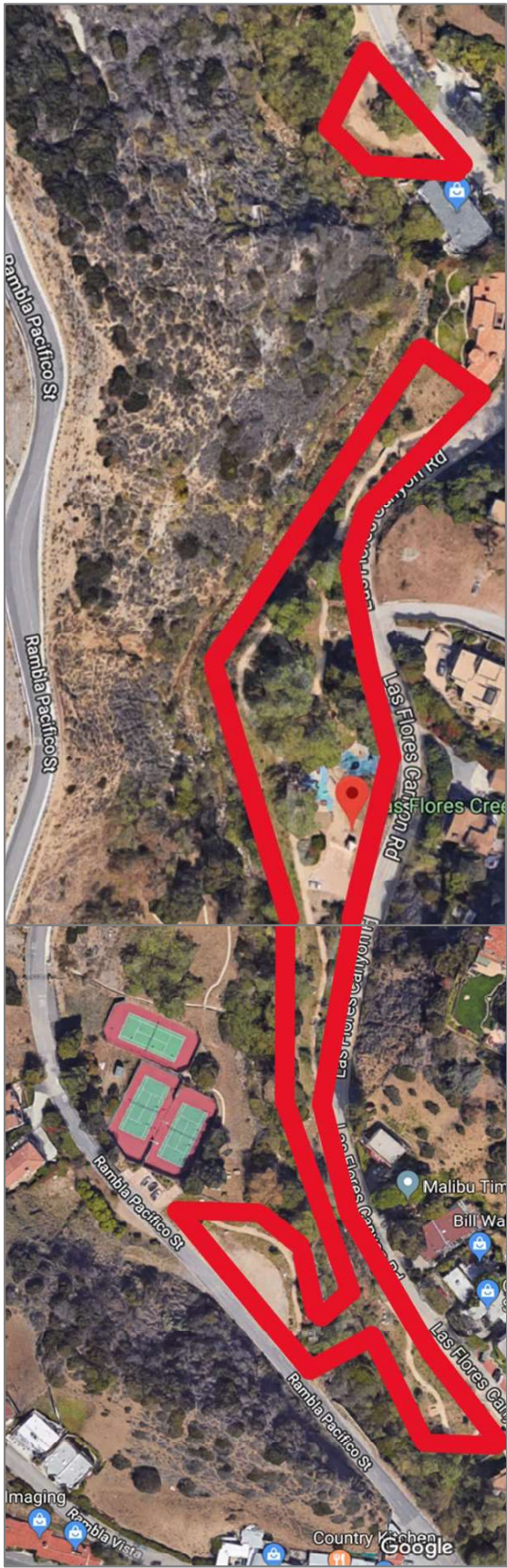
Civic Center Way (Webb Way to Malibu Canyon Road)



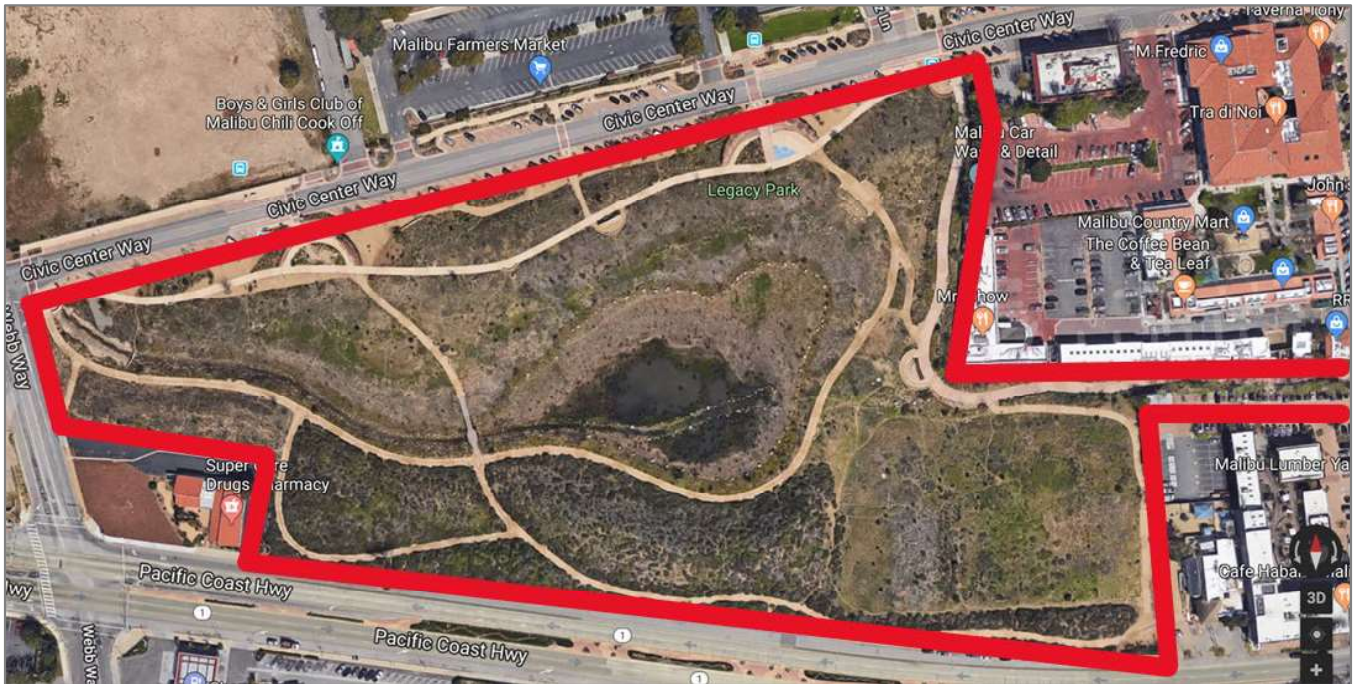
Cross Creek Road (Pacific Coast Highway to Civic Center Way)



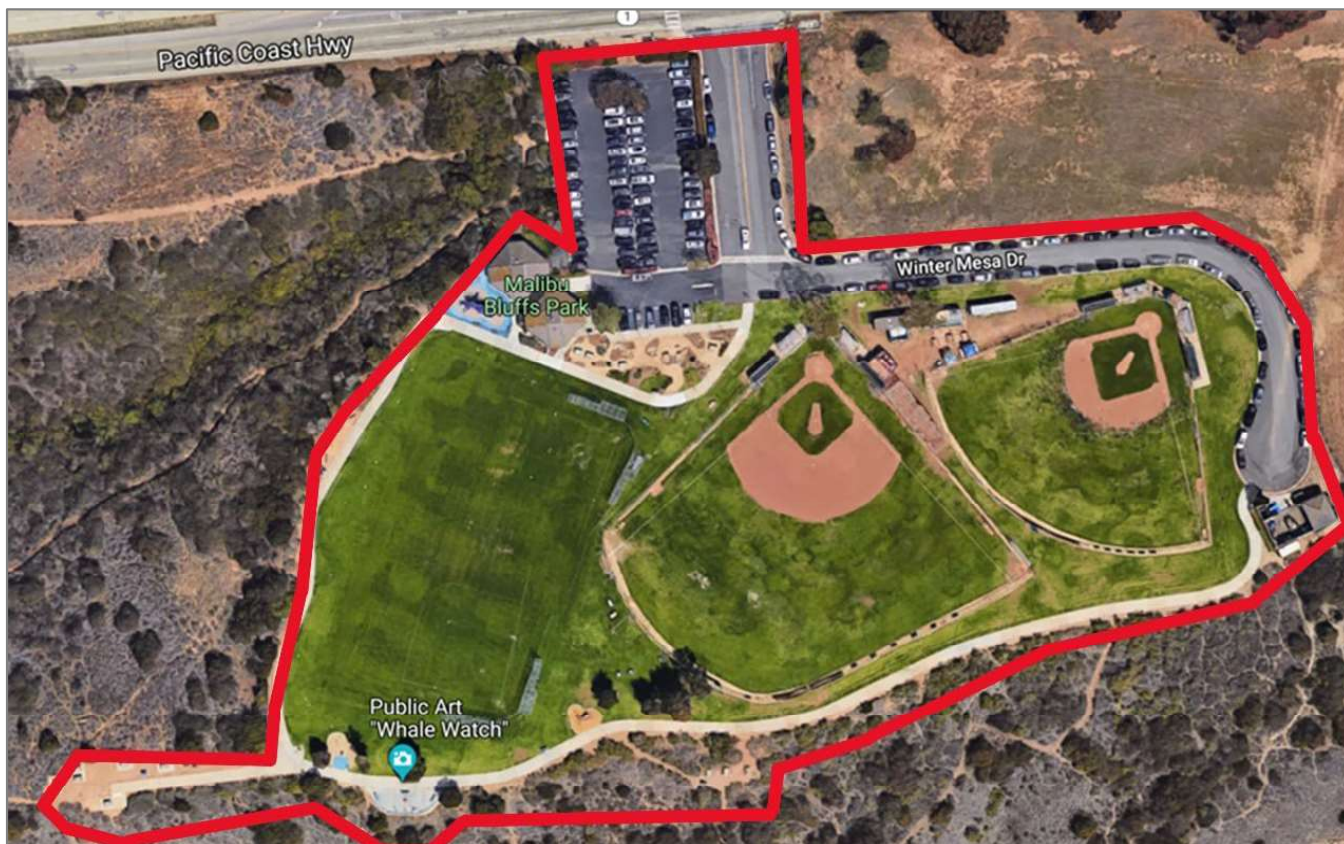
Las Flores Creek Park



Legacy Park



Malibu Bluffs Park



Malibu City Hall



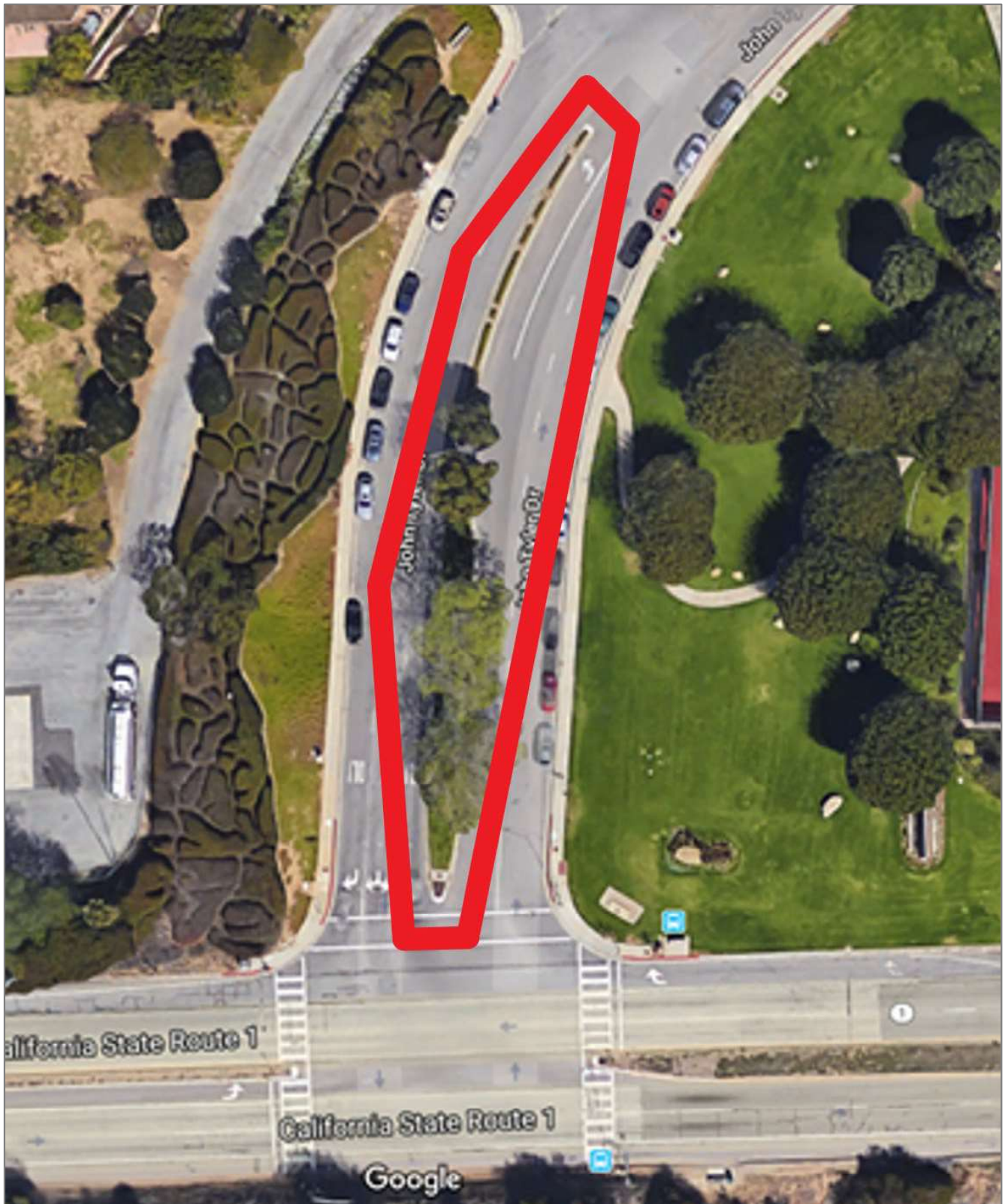
Malibu Equestrian Park



PCH and Webb Way Median



John Tyler Drive Median



Trancas Canyon Park



City of Malibu Community Services Department

Landscape Maintenance Services Fee Schedule Form 2024

<u>Malibu Bluffs Park</u>	Monthly Cost	Monthly Labor Hours
5.0 Irrigation	\$ 0.00	0
6.0 Hardscape and Buildings	\$ 467.42	13
8.0 Shrub, Tree and Groundcover	\$ 2,624.73	73
10.0 Mowing and Edging	\$ 1,222.48	34
13.0 General Maintenance and Inspection Control	\$ 424.72	9
14.0 Daily Litter and Trash Cleanup	\$ 862.92	24
15.0 Runoff Mitigation Control	\$ 287.64	8
Malibu Bluffs Park Monthly Total	\$ 5,889.91	161
<u>Las Flores Creek Park</u>	Monthly Cost	Monthly Labor Hours
5.0 Irrigation	\$ 0.00	0
6.0 Hardscape and Buildings	\$ 107.87	3
8.0 Shrub, Tree and Groundcover	\$ 1,402.25	54
13.0 General Maintenance and Inspection Control	\$ 94.38	2
14.0 Daily Litter and Trash Cleanup	\$ 575.28	16
15.0 Runoff Mitigation Control	\$ 0.00	0
Las Flores Creek Park Monthly Total	\$ 2,179.78	75
<u>Trancas Canyon Park</u>	Monthly Cost	Monthly Labor Hours
5.0 Irrigation	\$ 0.00	0
6.0 Hardscape and Buildings	\$ 539.33	15
8.0 Shrub, Tree and Groundcover	\$ 1,222.48	34
10.0 Mowing and Edging	\$ 503.37	14
13.0 General Maintenance and Inspection Control	\$ 188.76	4
14.0 Daily Litter and Trash Cleanup	\$ 791.01	22
15.0 Runoff Mitigation Control	\$ 215.73	6
Trancas Canyon Park Monthly Total	\$ 3,930.35	95
<u>Legacy Park</u>	Monthly Cost	Monthly Labor Hours
5.0 Irrigation	\$ 660.68	14
8.0 Shrub, Tree and Groundcover	\$ 12,656.23	352
13.0 General Maintenance and Inspection Control	\$ 613.49	13
14.0 Daily Litter and Trash Cleanup	\$ 826.97	23
15.0 Runoff Mitigation Control	\$ 179.78	5
Legacy Park Monthly Total	\$ 14,937.14	407

Malibu Equestrian Park

	Monthly Cost	Monthly Labor Hours
6.0 Hardscape and Buildings	\$ 143.82	4
8.0 Shrub, Tree and Groundcover	\$ 395.51	11
13.0 General Maintenance and Inspection Control	\$ 94.38	2
14.0 Daily Litter and Trash Cleanup	\$ 251.69	7
15.0 Runoff Mitigation Control	\$ 0.00	0
Malibu Equestrian Park Monthly Total	\$ 705.62	24

Charmlee Wilderness Park

	Monthly Cost	Monthly Labor Hours
6.0 Hardscape and Buildings	\$ 280.90	6
8.0 Shrub, Tree and Groundcover	\$ 1,292.14	36
13.0 General Maintenance and Inspection Control	\$ 168.54	3
14.0 Daily Litter and Trash Cleanup	\$ 575.28	5
15.0 Runoff Mitigation Control	\$ 0.00	0
Charmlee Wilderness Park Monthly Total	\$ 2,316.86	50

Malibu City Hall

	Monthly Cost	Monthly Labor Hours
5.0 Irrigation	\$ 0.00	0
6.0 Hardscape and Buildings	\$ 0.00	0
8.0 Shrub, Tree and Groundcover	\$ 719.10	20
10.0 Mowing and Edging	\$ 0.00	0
11.0 Disease and Pest Control	\$ 0.00	0
13.0 General Maintenance and Inspection Control	\$ 94.38	2
14.0 Daily Litter and Trash Cleanup	\$ 249.44	7
15.0 Runoff Mitigation Control	\$ 0.00	0
Malibu City Hall Monthly Total	\$ 1,062.92	29

Parkways and Medians

	Monthly Cost	Monthly Labor Hours
5.0 Irrigation	\$ 188.76	4
6.0 Hardscape and Buildings	\$ 0.00	0
7.0 Aeration and Fertilization	\$ 0.00	0
8.0 Shrub, Tree and Groundcover	\$ 323.60	9
13.0 General Maintenance and Inspection Control	\$ 94.38	2
14.0 Daily Litter and Trash Cleanup	\$ 215.73	6
Parkways and Medians Monthly Total	\$ 822.47	21

Cross Creek Road (PCH to Civic Center)

	Monthly Cost	Monthly Labor Hours
5.0 Irrigation	\$ 613.49	13
6.0 Hardscape and Buildings	\$ 934.84	26
8.0 Shrub, Tree and Groundcover	\$ 1,869.67	52
9.0 Brush Clearance	\$ 0.00	0
13.0 General Maintenance and Inspection Control	\$ 283.15	6
14.0 Daily Litter and Trash Cleanup	\$ 862.92	24
Cross Creek Monthly Total	\$ 4,564.07	121

Civic Center Way (Webb Way to Malibu Canyon)

	Monthly Cost	Monthly Labor Hours
5.0 Irrigation	\$ 151.69	3
7.0 Aeration and Fertilization	\$ 0.00	0
8.0 Shrub, Tree and Groundcover	\$ 1,500.01	59
9.0 Brush Clearance	\$ 143.82	4
13.0 General Maintenance and Inspection Control	\$ 94.38	2
14.0 Daily Litter and Trash Cleanup	\$ 249.44	7
15.0 Runoff Mitigation Control	\$ 0.00	0
Civic Center Way Monthly Total	\$ 2,139.34	80

Weekend Liner Service (City Parks)

	Monthly Cost	Monthly Labor Hours
14.0 Daily Litter and Trash Cleanup	\$ 4,495.12	70
Weekend Liner Service Monthly Total	\$ 4,495.12	70

Costs for All Areas Combined

Total Monthly Cost:	\$43,043.58
Total Annual Cost:	\$516,522.96

Cost Breakdown per Task and Classification per Hour

Item	Description	Labor Cost Per Unit Including Overhead	
A.	Tree Removal with Stump Grind. Measurements at Diameter at Breast Height (DBH)	0" - 3"	\$100-\$350
		3" - 12"	\$200-\$1,850
		12" - 24"	\$650-\$4,600
B.	Tree Removal without Stump Grind. Measurements at DBH	0" - 3"	\$100-\$300
		3" - 12"	\$200-\$1,750
		12" - 24"	\$500-\$4,000
C.	Turf Maintenance Measured in Square Feet	\$0.057 per sq. ft.	
D.	Shrub and Groundcover Maintenance Measured in Square Feet	\$0.057 per sq. ft.	
E.	Xeriscape Maintenance Measured in Square Feet	\$0.0095 per sq. ft.	
F.	Trash, Litter, Pick-up and Removal Measured in Square Feet		
G.	Plant Tree and Stake. Measured Size	1 Gallon	\$30.00
		5 Gallon	\$85.00
		15 Gallon	\$195.00
H.	Plant Shrub. Measured Size	1 Gallon	\$17.00
		5 Gallon	\$55.00
I.	Plant Groundcover Measured Per Flat	\$55.00	
J.	Brush Clearance Measured in Square Feet	\$0.57 per sq. ft.	
K.	Apply Mulch Measured Per Cubic Yard	\$120.00	
L.	Apply Seed Cover (Topper) Measured Per Cubic Yard	\$220.00	
M.	Aeration and Organic Fertilization in Square Feet	\$0.20 per sq. ft.	

Item	Classification	Labor Cost Per Hour Including Overhead
A.	Liner Service Weekend for a City Special Event (one location)	Saturday \$96.00, Sunday \$120.00
B.	Holiday Liner Service	\$120 .00
C.	General Laborer	\$60.00
D.	Skilled Laborer	\$65.00
E.	Irrigation Technician	\$75.00

Contractor Information:

Contractor Enhanced Landscape Management LLC	
Headquarters Street Address, City, State and Zip Code: 28447 Witherspoon Parkway, Valencia, CA 91355	
Business/Yard Street Address, City, State and Zip Code: 1938 E. Thousand Oaks Blvd, Thousand Oaks, Ca 91362	
Business Phone and Mobile Phone: Office - 805-557-2727 Lee Cell Phone - 805-657-6631	
Email Address: PCarrillo@enhancedlandscape.com Lee@enhancedlandscape.com	
State License Number: C27 - 1098153	
Authorized Representative: Lee C. Opp	Title: Regional Manager
Signature: 	Date: 05/02/2024

EXHIBIT B
INSURANCE LANGUAGE

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least \$1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

OTHER PROVISIONS OR REQUIREMENTS

Proof of Insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the

Agreement for Professional Services
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performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Contract Provisions (Non Estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional Insured Status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition Of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests' provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days' advance written notice of such change. If such a change results in substantial additional costs to the Consultant, the City and Consultant may renegotiate the Consultant's compensation.

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Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely Notice Of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. The consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.