REQUEST FOR PROPOSAL

LANDSCAPE MAINTENANCE SERVICES
City-owned Properties and Lighting/Landscape District Properties

PROPOSALS MUST BE RECEIVED BY:
July 20, 2026 at 11:00 AM

City of Newark Service Center
37440 Filbert Street
Newark, CA 94560

Point of Contact:
Dan Cianciarulo
Maintenance Supervisor
510-578-4811
Dan.Cianciarulo@newarkca.gov

REQUEST FOR PROPOSALS (RFP)
Landscape Maintenance Services for City-owned properties and Lighting/Landscape District Properties throughout the City of Newark.

1. INTRODUCTION

The City of Newark is soliciting proposals from qualified contractors to provide landscape maintenance services for City-owned properties and Lighting/Landscape District properties throughout the City. The selected contractor shall provide routine landscape maintenance, irrigation system operation and repair, litter and debris removal, weed control, pruning, fertilization, hazard response, and authorized extra work for designated service areas.

The City intends to award one contract to the proposer whose proposal is determined to be the most responsive and responsible, and most advantageous to the City based on the evaluation criteria stated in this Request for Proposal. The contract documents for this procurement include the form of **Landscape Maintenance Services Agreement** and supporting exhibits provided with this RFP.

2. BACKGROUND

The City of Newark is located in southern Alameda County at the eastern end of the Dumbarton Bridge. Newark was incorporated in 1955 and has a population of approximately 49,000 within approximately 13 sq mi.
The City maintains a variety of landscaped areas, including medians, rights-of-way, planters, trails, facility landscapes, wall landscapes, turf areas, and Landscaping and Lighting District properties. The city seeks a contractor with demonstrated experience in municipal landscape maintenance, irrigation management, field supervision, safety compliance, and responsive service delivery
Other information regarding the City of Newark can be found on the City's website at www.newarkca.gov.

3. CONTRACT TERM AND GENERAL CONTRACT INFORMATION

The initial contract term is anticipated to be one year, beginning on or about the date stated in the Notice to Proceed.

The City may, at its sole discretion and subject to satisfactory contractor performance, extend the contract for up to four additional one-year terms by written amendment or extension.

The selected contractor will be required to execute the City's Landscape Maintenance Services Agreement and supporting exhibits included with this RFP.
Work shall commence only after contract execution, insurance approval, and written Notice to Proceed.

4. PROCUREMENT SCHEDULE

The city anticipates using the following schedule for this procurement:

See next page for schedule.

Milestone	Date
Release of RFP	June 29, 2026
Pre-proposal conference / site review	July 6, 2026
Deadline for written questions	July 8, 2026
Responses to written questions / addenda issued	July 16, 2026
Proposal due date and time	July 20, 2026, at 11:00 a.m.
Anticipated award recommendation	August 1, 2026
Anticipated contract execution	August 1, 2026
Anticipated Notice to Proceed	August 1, 2026

The City reserves the right to revise this schedule by addendum.

5. PRE-PROPOSAL CONFERENCE AND SITE REVIEW

The City may hold a pre-proposal conference and site review to familiarize proposers with the service areas, contract requirements, and proposal process. If held, the pre-proposal / site review will be held at 9:00 a.m. on Monday, July 6, 2026 at the Newark Service Center 37440 Filbert Street, Newark, CA 94560.

Proposers are strongly encouraged to inspect the service areas before submitting proposals. Submission of a proposal constitutes acknowledgment that the proposer has reviewed the service areas, understands the scope of services, and has considered the conditions affecting performance.

6. MINIMUM CONTRACTOR QUALIFICATIONS

To be considered responsive, a proposer shall meet the following minimum qualifications:

a. valid California C-27 Landscape Contractor license in good standing,
b. authority to do business in California,
c. Department of Industrial Relations registration if required by law,
d. at least three years of continuous experience performing landscape maintenance services of similar size and complexity,
e. experience performing comparable municipal or institutional landscape maintenance contracts,
f. sufficient supervisory, irrigation, and field staffing to perform the work,
g. ability to meet the insurance requirements in the contract documents, and
h. ability to obtain and maintain a City of Newark business license before starting work.

The City may require evidence of any qualification listed above and may deem a proposal nonresponsive if the proposer fails to demonstrate compliance.

7. SCOPE OF SERVICES

The contractor shall furnish all labor, supervision, tools, equipment, transportation, incidental materials, traffic control, and services necessary to perform landscape maintenance services for the service areas identified in this RFP and the contract exhibits.

Services include, as applicable, mowing, edging, weed control, litter and debris removal, pruning of shrubs and groundcover, tree clearance pruning, fertilization, irrigation inspection and

programming, irrigation repair, trail maintenance, court maintenance, hardscape cleaning, hazard response, vandalism response, and authorized extra work.
Routine services, task frequencies, response times, inspection requirements, work authorization requirements, invoicing requirements, irrigation reporting, and related standards shall be governed by the Agreement and exhibits.

The contractor shall furnish and maintain all equipment necessary to perform the work, including mowing and edging equipment, trimming equipment, pesticide application equipment, pruning equipment, hauling equipment, traffic control devices, irrigation repair tools, hand tools, and personal protective equipment. No equipment may be stored within the service areas or on City property without written approval.

8. SERVICE AREAS
The service areas include City-owned properties and Landscaping and Lighting District properties throughout Newark.

Approximate area information is provided for proposal purposes. Final site lists, maps, and maintenance areas are identified in Exhibit E.

The City reserves the right to add, delete, or modify service areas during the contract term by written notice. Any adjustment in compensation shall be made by amendment or by application of unit prices in Exhibit B.

The proposer shall rely on its own review of the service areas and shall not rely solely on approximate square footage values.

9. PROPOSAL REQUIREMENTS
Proposals shall be complete, clear, and organized in the order listed below.

9.1 Required Proposal Contents Each proposal shall include a cover letter, contractor information, license and registration information, firm experience, references, key personnel, operations plan, equipment inventory, storage or staging information, draft service schedule, cost proposal, exceptions, non-collusion certification, and signature certification.

9.2 Cover Letter The cover letter shall confirm the proposer's interest in the work, identify the authorized representative, and confirm the proposer's ability to perform the work and enter into the contract in substantially the form provided.

9.3 Firm Experience and References The proposer shall describe relevant experience performing municipal or similar contractual landscape maintenance services. The proposer shall include at least three recent comparable contracts and client references, including agency name, contact name, title, phone number, type of work performed, and contract value.

9.4 Key Personnel and Staffing The proposer shall identify the proposed contract manager, superintendent, irrigation specialist, and other key supervisory personnel. The proposer

shall include years of experience, qualifications, certifications, and roles. The proposer shall also provide a staffing plan showing the number and type of personnel assigned to the work.

9.5 Operations Plan The operations plan shall describe how the proposer will perform the work, including supervision, communication with City staff, weekly scheduling, emergency response, irrigation monitoring, quality control, deficiency correction, customer service, and reporting.

9.6 Equipment Inventory The proposer shall identify the equipment available for use on the contract, including mowing equipment, trimming equipment, irrigation repair tools, traffic control devices, trucks, and backup equipment.

9.7 Cost Proposal The proposer shall complete the City's pricing schedules for routine monthly maintenance, optional renewal pricing, and extra work unit prices. Pricing shall include all labor, supervision, overhead, equipment, transportation, and incidental materials required to perform the work unless expressly identified otherwise in the contract documents.

9.8 Exceptions If the proposer requests any exceptions to the Agreement or requirements, the proposer shall clearly identify each exception, the proposed revision, the reason for the request, and any cost impact. Exceptions not identified in the proposal will not be considered.

10. PROPOSAL SUBMISSION

Proposers shall submit one original and three hard copies of the proposal in a sealed envelope clearly labeled:

City of Newark – Proposal for Landscape Maintenance Services
Proposals shall be delivered to:
City of Newark City Clerk's Office
Attn: Dan Cianciarulo, Maintenance Supervisor
37101 Newark Boulevard Second Floor Administration Office
Newark, California 94560

Proposals shall be received no later than **11:00 a.m. on July 20, 2026**. Late proposals will not be accepted.
E-mailed or faxed proposals alone will not be accepted.
The city assumes no responsibility for delays caused by delivery service.

11. WRITTEN QUESTIONS AND ADDENDA

All questions regarding this RFP shall be submitted in writing to Dan Cianciarulo at dan.cianciarulo@newarkca.gov by the deadline identified in the procurement schedule.
The City's responses and any changes to the RFP will be issued by written addendum. Oral interpretations shall not be binding.

12. SELECTION/AWARD

Proposals may first be reviewed for responsiveness and meeting minimum qualifications. The city may request clarifications and conduct reference checks if deemed necessary.

The City intends to award a contract to the lowest responsive/responsible bidder whose proposal is determined to be complete and meeting city standards. The City reserves the right to reject any or all proposals, waive minor irregularities, request additional information, negotiate final terms, and cancel the procurement at any time before contract execution.

13. PRICING FORMAT

Pricing shall be submitted using Exhibit B-1.

The cost proposal shall include monthly routine maintenance pricing by service area, annual pricing, alternate additive turf mowing and edging, optional renewal pricing, and extra work unit prices for labor, irrigation technician work, replacement plant materials, sod, mulch, decomposed granite, tree stakes and ties, emergency cleanup, and other identified extra work categories.

Extra work above and beyond routine maintenance shall be performed only when pre-authorized in writing by the City. Work authorization documents shall identify the location, scope, pricing basis, and estimated cost.

14. INSPECTION, DEFICIENCY CORRECTION, AND WORK AUTHORIZATION

The contractor shall perform the work subject to City inspection. The City may conduct routine inspections and issue written deficiency notices identifying work that does not conform to the contract requirements.

The contractor shall correct deficiencies within the required cure period stated in the contract documents or written notice.

No payment for extra materials or labor shall be made unless the work has been authorized in writing by the City, except where immediate emergency action is directed by the City.

15. RESPONSE TIMES AND EMERGENCY SERVICE

The contractor shall maintain a 24-hour emergency contact number and respond to urgent service requests within the response times stated in the contract documents.

Hazards, vandalism, unsafe conditions, irrigation failures, and other urgent conditions shall be reported promptly to the City and corrected within the time directed by the City.

16. INVOICING AND PAYMENT

Invoices shall be submitted not more often than once per month. Routine monthly maintenance invoices and extra work invoices shall be submitted separately.
Each invoice shall include the contract number, invoice number, invoice date, service period, service location, and applicable work authorization number for extra work.
The City may withhold payment for incomplete, defective, late, or nonconforming work, uncorrected deficiencies, or failure to provide required reports or records.

17. INSURANCE, BONDS, AND LICENSING

The selected contractor shall comply with the insurance requirements stated in the contract documents before beginning work and shall maintain the required coverage during the contract term.

If the City elects to require performance and payment bonds, the bond requirements shall be as stated in Exhibit D.

The selected contractor shall maintain all required licenses, permits, registrations, and approvals, including a City of Newark business license.

18. PREVAILING WAGE AND DIR COMPLIANCE

To the extent the work constitutes public work or maintenance work under California law, the contractor shall comply with all applicable prevailing wage, certified payroll, apprenticeship, hours of labor, Department of Industrial Relations registration, and labor compliance requirements.

Each proposer shall provide DIR registration information if applicable. The City reserves the right to require certified payroll records and other labor compliance documentation where required by law.

19. CONTRACT FORM

The selected contractor will be required to execute the City's Landscape Maintenance Services Agreement included with this RFP, together with the attached exhibits governing scope, compensation, labor compliance, insurance, site list and maps, task frequencies, inspection forms, work authorization forms, and irrigation reporting.

By submitting a proposal, the proposer represents that it has reviewed the contract documents and is prepared to execute the Agreement substantially in the form provided, except for any specific exceptions clearly identified in the proposal.

20. GENERAL CONDITIONS

The City reserves the right to revise or withdraw this RFP, reject any or all proposals, waive minor informalities, request clarification, and negotiate final terms with the selected proposer.

All costs incurred in preparing and submitting a proposal are the sole responsibility of the proposer.

Submission of a proposal constitutes acknowledgment that the proposer has examined the RFP documents, reviewed applicable addenda, and become familiar with the work and service areas.

ATTACHMENTS AND EXHIBITS

The following documents are included with this RFP and form part of the contract package:

- Landscape Maintenance Services Agreement
- Exhibit B – Compensation Schedule, Monthly Prices, and Unit Prices
- Exhibit C – Public Works and Labor Compliance Requirements
- Exhibit D – Insurance and Bond Requirements
- Exhibit E – Site List, Maps, and Maintenance Areas
- Exhibit F – Task Frequency Standards, Inspection Forms, Work Authorization Forms, and Monthly Irrigation Report

LANDSCAPE MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF NEWARK
AND
[CONTRACTOR]

This Landscape Maintenance Services Agreement ("Agreement") is made and entered into as of **[EFFECTIVE DATE]**, by and between the **City of Newark**, a municipal corporation ("City"), and **[CONTRACTOR NAME]**, a **[corporation / limited liability company / sole proprietor / partnership]**, with offices located at **[ADDRESS]** ("Contractor").

RECITALS

A. City desires to retain a qualified contractor to provide landscape maintenance services for designated City-maintained landscape areas.

B. Contractor represents that it is qualified and experienced in furnishing landscape maintenance services, including horticultural maintenance, irrigation system operation, maintenance and repair, weed control, pruning, fertilization, litter and debris removal, inspection, hazard response, and related extra work.

C. The Parties desire to enter into this Agreement under the terms and conditions set forth below.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Scope of Services Contractor shall furnish all labor, supervision, tools, equipment, transportation, incidental materials, and services necessary to perform the landscape maintenance services described in Exhibit A at the locations identified in the Contract Documents.

1.2 Included Services Services shall include routine landscape maintenance, irrigation system operation and repair, weed control, pruning, fertilization, litter and debris removal, hazard response, and authorized extra work.

1.3 Order of Precedence In the event of a conflict between this Agreement and the exhibits, this Agreement shall prevail.

1.4 Term The term of this Agreement shall begin on July 1, 2026, and continue through June 30, 2027, unless earlier terminated or extended pursuant to this Agreement.

1.5 Changes to Service Areas City may add, delete, or modify service locations during the term of this Agreement upon written notice to Contractor. Any resulting adjustment in

compensation shall be made by written amendment or by application of unit prices set forth in Exhibit B.

1.6 Standard of Performance Contractor shall perform all services in a skillful and competent manner, consistent with accepted landscape maintenance practices, the requirements of this Agreement, the task frequency standards in Exhibit F, and applicable laws.

1.7 Inspection and Correction All work shall be subject to City inspection. Contractor shall promptly correct defective, incomplete, or nonconforming work at Contractor's expense.

1.8 Personnel and Supervision Contractor shall assign only competent and properly trained personnel to perform the services. Contractor shall designate a superintendent or contract manager with authority to act on Contractor's behalf in all matters related to this Agreement.

1.9 Removal of Unsatisfactory Personnel City may require Contractor to remove and replace any unsatisfactory employee.

1.10 Time of Performance Time is of the essence. Contractor shall timely perform all routine services, corrective work, and emergency response obligations.

1.11 Response Times Contractor shall respond to urgent service requests within [WEEKDAY RESPONSE TIME] during regular workdays and within [WEEKEND/HOLIDAY RESPONSE TIME] on weekends and holidays. Contractor shall maintain a 24-hour emergency contact number.

1.12 Deficiency Notices and Cure Period City may issue written deficiency notices identifying locations requiring attention. Unless immediate action is required, Contractor shall complete corrective work within [CURE PERIOD] after notice, or within such other time stated by City.

1.13 Hazards and Vandalism Contractor shall immediately report hazards, unsafe conditions, vandalism, irrigation failures, fallen limbs, standing water, erosion, and other dangerous conditions to the Contract Administrator or designee. Contractor shall promptly address immediate hazards and complete other corrective work within the time directed by City.

1.14 Irrigation Management Contractor shall manage, inspect, adjust, and maintain all irrigation systems included within the service areas. Contractor shall perform monthly irrigation inspections, notify City in writing within 24 hours of identified irrigation problems, and complete routine repairs within 48 hours unless otherwise directed by City.

1.15 Public Works Compliance If and to the extent the services constitute public work or maintenance work under the California Labor Code, Contractor shall comply with all applicable prevailing wage, certified payroll, apprenticeship, registration, and labor compliance requirements set forth in Exhibit C.

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed [Spell out amount] _____, ($_____) notwithstanding any contrary indications that may be contained in Contractor's proposal for services to be performed and reimbursable costs incurred under this Agreement. Compensation shall be based on the monthly maintenance pricing and authorized extra work pricing set forth Exhibit 'B'. In the event of a conflict between this Agreement and Contractor's proposal, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's proposed costs of providing the services required hereunder, including wages, salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Monthly Maintenance Pricing Routine landscape maintenance services shall be compensated on a fixed monthly basis for each site, zone, route, or district identified in Exhibit B.

2.2 Included Costs The monthly price shall include all labor, supervision, equipment, transportation, management, and incidental materials necessary to perform the routine services.

2.3 Extra Work Extra work means work beyond the routine monthly maintenance obligations. Extra work shall be performed only when previously authorized in writing by City and shall be compensated in accordance with Exhibit B.

2.4 Invoices. Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs

incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the Contract Administrator:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- Purchase Order number to expedite payment;
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- The Contractor's signature;

2.7 Monthly Payment City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for preauthorized extra work satisfactorily performed. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.8 Withholding Payment City may withhold payment, in whole or in part, for incomplete work, defective work, missed service frequencies, uncorrected deficiencies, unrepaired damage caused by Contractor, or failure to submit required records or reports.

2.9 Final Payment Upon Termination Upon expiration or termination, City shall pay Contractor for satisfactory services performed through the effective date of termination, less any offsets, back-charges, liquidated damages, repair costs, or other recoverable amounts.

2.10 Authorization to Proceed Contractor shall not perform services or incur compensable costs until authorized by the Contract Administrator.

2.11 Payment of Taxes Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.12. Business License The Contractor is not authorized to perform services or incur costs whatsoever under the terms of this Agreement until Contractor applies for and has been issued a business license from the City pursuant to Title 5 of the Newark Municipal Code.

Section 3. LABOR, EQUIPMENT AND MATERIALS. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. If city elects, city may make available to Contractor only specified materials, those materials shall be identified in Exhibit A or Exhibit B and used only in accordance with City procedures.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its sole cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to City of

such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 Required Coverage. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

COVERAGE	TYPE OF INSURANCE	MINIMUM LIMITS
A	**Commercial General Liability** Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	$2,000,000 per occurrence; Bodily Injury and Property Damage $4,000,000 in the aggregate; Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis
B	**Commercial or Business Automobile Liability** All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	$1,000,000 per occurrence; Any Auto; Bodily Injury and Property Damage. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

C	**Workers' Compensation (WC) and Employers Liability (EL)** Required for all contractors with employees	WC: Statutory Limits EL: $100,000 per accident for bodily injury or disease. Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement
D	**Professional Liability/Errors & Omissions** Includes endorsements of contractual liability	$2,000,000 per occurrence $4,000,000 policy aggregate; Any deductible or self-insured retention shall not exceed $150,000 per claim

4.2 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until three (3) years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement

b. All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: City of Newark, its City Council, and all City officers, agents, employees, volunteers and representatives.

c. For any claims related to this Agreement or the work hereunder, the Contractor's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials,

employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

e. Certificates of Insurance**:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to City, evidencing that all required insurance coverage is in effect. The City reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies.

f. Subcontractors**:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

i. The retroactive date of the policy must be shown and must be before the date of the Agreement.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

iii. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Contractor must purchase an extended period coverage for a minimum of three (3) years after completion of work under this Agreement.

iv. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3 All Policies Requirements.

a. Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII. Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the City. Acceptance of Contractor's insurance by City shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.

b. Deductibles and Self-Insured Retentions. Contractor shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

c. Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

d. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Contractor, its employees, agents, and subcontractors.

4.4 Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and

determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONTRACTOR.

6.1 Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Contractor Not an Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an

agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 Nondiscrimination and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender, or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

7.6 Registering and Monitoring. Contractor shall be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as referenced in Labor Code section 1771.1(a). Additionally, Contractor is hereby notified that this project is subject to compliance

reporting and monitoring and enforcement by the Department of Industrial Relations. This Section shall only apply if the project set forth in this Agreement is a project for public work, as defined in Labor Code sections 1720 through 1720.6, inclusive.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Contractor. Contractor may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all work product, including, but not limited to documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement.

8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.4 Assignment and Subcontracting. City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

8.6 Options upon Breach by Contractor. If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;

8.6.3 Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor; or

8.6.4 Charge Contractor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

8.6.5 No remedy mentioned in this Agreement is intended to be exclusive of any other right, power, or remedy, permitted by law. Neither the failure nor the delay on the part of the City to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the City of any such right or remedy preclude any other or further exercise of any such right or remedy.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Contractor's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement and City may use, reuse or otherwise dispose of the documents without Contractor's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the city and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 Contractor's Books and Records. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement. All such records should be maintained in

accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 Use of Recycled Products. Contractor shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 Conflict of Interest. Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place

Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Contractor hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous twelve months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.8 Solicitation. Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by the City Manager, or his designee, identified as _____ ("Contract Administrator"). All correspondence, meeting documentation, invoices and project deliverables shall be directed to or through the Contract Administrator.

10.10 Notices. Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, (ii) delivery by reputable overnight delivery service (e.g. Federal Express) which provides a receipt showing date and time of delivery, (iii) certified United States mail, postage prepaid, return receipt requested, or (iv) by email transmission. Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Any written notice to Contractor shall be sent to:

Contractor Signatory
Contractor Company Name
Contractor Address
Contractor City, State, Zip Code

All other written notices to City shall be sent to:

Dan Cianciarulo Maintenance Supervisor City of Newark 37440 Filbert Street Newark, CA 94560	with a copy to	Kristopher J. Kokotaylo City Attorney City of Newark 37101 Newark Blvd. Newark, CA 94560

10.12 Professional Seal. Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

10.13 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, and C **[ENSURE THAT THE CORRECT EXHIBITS ARE LISTED]** represent the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A	Scope of Services
Exhibit B	Monthly Maintenance Compensation Schedule, Monthly Prices, and Unit Prices
Exhibit C	Public Works and Labor Compliance Requirements
Exhibit D	Bond Requirements
Exhibit E	Site List, Maps, and Maintenance Areas
Exhibit F	Task Frequency Standards, Inspection Forms, Work Authorization Forms, and Monthly Irrigation Report.

10.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date.

CITY OF NEWARK **[CONTRACTOR]**

_____ _____

_____, CITY MANAGER

Title: _____

ATTEST:

_____

_____, CITY CLERK

APPROVED AS TO FORM:

_____

KRISTOPHER J. KOKOTAYLO

CITY ATTORNEY

5638309.1
Version 3.2.21

EXHIBIT A

SCOPE OF LANDSCAPE MAINTENACE SERVICES

A.1 General Scope

Contractor shall furnish all labor, supervision, tools, equipment, transportation, incidental materials, and services necessary to perform landscape maintenance services for the City-maintained sites identified in Exhibit E.

A.2 Included Services

Contractor shall perform the following services, as applicable:

a. Tree pruning
b. Shrub pruning
c. Groundcover and vine pruning
d. Groundcover edging
e. Tree staking and tie maintenance
f. Fertilization
g. Weed control
h. Litter and debris removal
i. Cuttings and trimmings removal
j. Irrigation inspection, adjustment, programming, maintenance, and repair
k. Trail maintenance, if applicable
l. Court maintenance, if applicable
m. Open space weed abatement, if applicable
n. Hazard and vandalism response
o. Emergency response
p. Authorized extra work

A.3 Standard of Performance

Contractor shall perform all work in a skillful and competent manner, consistent with accepted landscape maintenance practices.

A.4 Supervision

Contractor shall provide a superintendent or contract manager with authority to act on Contractor's behalf in all matters relating to the Agreement.

A.5 Irrigation

Contractor shall inspect, manage, adjust, and maintain all irrigation systems within the service areas.

A.6 Extra Work

Extra work shall be performed only when authorized in writing by City and shall be compensated in accordance with Exhibit B.

EXHIBIT B-1

MONTHLY MAINTENANCE COMPENSATION SCHEDULE

Item No.	Site/ Zone/ Route	Description of Service Area	Approximate Area (SQ. FT)	Monthly Price (In Numbers)	Annual Price (In Numbers)
1	L&L 1	Central Avenue medians and strip landscape along flood control channel between Filbert Street and Willow Street	22,000		
2	L&L 2	Jarvis Avenue medians between the UPRR tracks and Cardiff Street, and Newark Boulevard medians between Jarvis Avenue and State Route 84	27,825		
3	L&L 4	Stevenson Boulevard east medians between Interstate I880 and Cherry Street, Stevenson Boulevard west medians west of Cherry Street to Eureka Drive, and Cherry Street medians between 39201 Cherry Street and Stevenson Boulevard	44,000		
4	L&L 6	Cedar Boulevard medians between Balentine Drive and Stevenson Boulevard, one median on Balentine Drive at Stevenson Boulevard, and two medians at Cedar Boulevard	6,200		
5	L&L 7	Perimeter landscape at Rosemont Shopping Center on Newark Boulevard	22,700		
6	L&L 11	Twenty-four medians and six walls on Edgewater Drive between Cedar Boulevard and Lake Boulevard, and six medians on Parkshore Drive	23,575		
7	L&L 15	Greenbelt on Robertson Avenue on both sides of Iris Court	3,500		
8	L&L 16	Kiote Drive medians	10,700		
9	L&L 17	Newark Boulevard and Mayhews Landing Road greenbelt	17,700		
10	L&L 18	Cedar Boulevard medians and wall landscaping between Central Avenue and Smith Street	20,000		
11	L&L 19	Enterprise Drive medians between Aleppo Drive and Hickory Street, Willow Street medians between Enterprise Drive and Central Avenue, west-side frontage of A.C.F.C. Canal, three roundabouts on Willow Street, and one roundabout on Hickory Street	35,000		
12	A	Cedar Boulevard east medians between Newark Boulevard and Milani Avenue	36,000		

13	B	Cherry Street backup and wall between the southeast corner of Central Avenue and Mowry Avenue, and Cherry Street median facing Fire Station No. 3 and Sportsfields Park	87,600		
14	C	Jarvis Avenue medians between Spruce Street and the railroad right-of-way, backup wall landscape between Spruce Street and Haley Street, one median on Fircrest Street at Jarvis Avenue, and one median on Haley Street at Jarvis Avenue	57,000		
15	D	Thornton Avenue east medians and backup areas between Interstate I880 and Dairy Avenue	90,400		
16	E	Four Thornton Avenue backup walls between Interstate I880 and Newark Boulevard	15,500		
17	F	Cedar Boulevard west medians and wall between Willow Street and Bridgepointe Drive	13,120		
18	G	Mel Nunes Sportsfields Park, Skate Park, and Cherry Street parking lot	112,000		
19	H	Thornton Avenue west medians between Willow Street and unincorporated Cedar Boulevard	9,050		
20	I	Magnolia Plaza patio area between Magnolia Street and Thornton Avenue	2,500		
21	J	George M. Silliman Activity Center	25,240		
22	K	Civic Center, David W. Smith City Hall, Alan L. Nagy Library, and Newark Police Department	167,000		
23	L	Cedar Boulevard medians and sidewalks between Moores Avenue and Mowry Avenue	75,230		
24	M	Cedar Boulevard medians between Mowry Avenue and Balentine Drive	49,500		
25	N	Cedar Boulevard medians and west-side sidewalk from the bus stop to Thornton Avenue between Musick Avenue and Thornton Avenue	29,700		
26	O	Cedar Boulevard medians between Newark Boulevard and Haley Street	69,300		
27	P	Lido Boulevard medians between Cedar Boulevard and Jarvis Avenue	28,500		
28	Q	Newark Boulevard medians between Jarvis Avenue and Ruschin Drive	39,600		
29	R	Newark Boulevard medians between Thornton Avenue and Ruschin Drive	69,300		
30	S	Mowry Avenue medians between Interstate I880 and Cherry Street	66,000		

31	T	Mowry Avenue sidewalks between Alpenrose Court and Cherry Street	20,800		
32	U	Cherry Street medians between Mowry Avenue and Golden State Lumber	7,920		
33	V	Cherry Street east sidewalk between Mowry Avenue and the Alameda County Flood Control channel	26,400		
34	W	Jarvis Avenue from Cardiff Street to Lake Boulevard, south sidewalk ivy planter, and north-side pork chop island	18,075		
35	X	Musick Avenue median	250		
36	Y	Port Sailwood Drive median	250		
37	Z	Newark Boulevard overpass landscape, medians, and sidewalks between Central Avenue and Thornton Avenue	112,300		
38	AA	Central Avenue medians between Sycamore Street and Interstate I880	9,600		
39	AB	Central Avenue sidewalks between Newark Boulevard and Cedar Boulevard	6,600		
40	AC	Newark Resource Center	13,500		
41	AD	Clark W. Redeker Newark Senior Center	32,000		
42	AE	Darvon Street wall between 36818 and 36910 Darvon Street	2,200		
43	AF	Cedar Boulevard wall between Lido Street and the parking lot	3,400		
44	AG	Mayhews Landing Road wall between 6201 Mayhews Landing Road and 36523 Dijon Drive	3,200		
45	AH	Saint Paul Drive wall between Baine Avenue and 5967 Saint Paul Drive	3,300		
46	AI	Birch Street wall between Cedar Boulevard and Moores Avenue	9,800		
47	AJ	Stevenson Boulevard pork chops, three total, off Balentine Drive, Cedar Boulevard, and Cherry Street	600		
48	AK	Mowry Avenue pork chop off Cherry Street	200		
49	AL	Cherry Street pork chops, two total, off Central Avenue	400		
50	AM	Thornton pork chops, one off Cedar Boulevard and two off Cherry Street	600		
51	AN	Newark Boulevard pork chops, two total, off Mayhews Landing Road	400		
52	AO	Lake Boulevard pork chop off Chapman Drive	200		
53	AP	Enterprise Drive pork chops, two total, off Filbert Street	400		

Total Monthly Base Maintenance Bid: $_____

Total Annual Base Maintenance Bid: $_____

EXHIBIT B-2

OPTIONAL RENEWAL PRICING

RENEWAL TERM	EFFECTIVE DATES	Total Monthly Price (In Numbers)	Total Annual Price (In Numbers)
Option Year 1 (Fiscal Year 2028-2029)	7/1/28-6/30/29		
Option Year 2 (Fiscal Year 2028-2029)	7/1/29-6/30/30		
Option Year 3 (Fiscal Year 2028-2029)	7/1/30-6/30/31		
Option Year 4 (Fiscal Year 2028-2029)	7/1/31-6/30/32		

EXHIBIT B-3

EXTRA WORK UNIT PRICING

ITEM NO.	DESCRIPTION	Unit	Unit Price (In Numbers)
1	Additional maintenance area	Sq. Ft. / Mo.	
2	Lead labor	Hour	
3	Crew labor	Hour	
4	Irrigation technician labor	Hour	
5	Fifteen-gallon tree replacement, including labor	EA	
6	Five-gallon tree replacement, including labor	EA	
7	Five-gallon shrub replacement, including labor	EA	
8	One-gallon shrub / groundcover / vine replacement, including labor	EA	
9	One flat of groundcover, including labor	EA	
10	Sod installation	Sq. Ft.	
11	Shredded bark mulch	Cu. Yd.	
12	Decomposed granite	Cu. Yd.	
13	Tree stakes and ties	Set	
14	On-call tree pruning	Hour	
15	Valve replacement labor	Hour	
16	Mainline irrigation repair labor	Hour	
17	Lateral line repair labor	Hour	
18	Emergency call-out labor	Hour	

EXHIBIT C

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS

PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

HOURS OF WORK:

A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.

B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

C. The Contractor and its subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Contractor and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.

B. In accordance with Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the services described in Exhibit A shall comply Labor Code Section 1775, which establishes a penalty of up to $50 per day for each worker engaged in the performance of the services described in Exhibit A that the Contractor or any

subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of their obligations under the California Labor Code. The Contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

2. The Contractor shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.

4. Prior to making final payment to the subcontractor, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

C. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, 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 performance of the

services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.

2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

D. In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

E. In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

DIR REGISTRATION

Contractor shall be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as set forth in Labor Code section 1771.1. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code Section 1725.5. Contractor agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

EXHIBIT D-1

DETAILED SITE LIST

Item No.	Site/Zone/ Route/District	Description of Service Area	Approximate Area (SQ. FT)	Map Reference
1	L&L 1	Central Avenue medians and strip landscape along flood control channel between Filbert Street and Willow Street	22,000	1-1, 1-2, 1-3
2	L&L 2	Jarvis Avenue medians between the UPRR tracks and Cardiff Street, and Newark Boulevard medians between Jarvis Avenue and State Route 84	27,825	2-1, 2-2
3	L&L 4	Stevenson Boulevard east medians between Interstate I880 and Cherry Street, Stevenson Boulevard west medians west of Cherry Street to Eureka Drive, and Cherry Street medians between 39201 Cherry Street and Stevenson Boulevard	44,000	3
4	L&L 6	Cedar Boulevard medians between Balentine Drive and Stevenson Boulevard, one median on Balentine Drive at Stevenson Boulevard, and two medians at Cedar Boulevard	6,200	4
5	L&L 7	Perimeter landscape at Rosemont Shopping Center on Newark Boulevard	22,700	5
6	L&L 11	Twenty-four medians and five walls on Edgewater Drive between Cedar Boulevard and Lake Boulevard, and six medians on Parkshore Drive. Landscape area along Edgewater Drive between 36272 Cedar Blvd and 36361 Tudor Pl. Landscape area along Edgewater Drive between 36258 Exeter Ct and 36259 Enfield Drive	23,575	6
7	L&L 15	Greenbelt on Robertson Avenue on both sides of Iris Court	3,500	7
8	L&L 16	Kiote Drive medians	10,700	8
9	L&L 17	Landscape on the Mayhews Landing Dr. side of 36526 and 36523 Dijon Dr., and landscape on both sides of sidewalk from the Newark Blvd side of 5972 Bellhaven Ave. south to the empty lot on the corner of Newark Blvd. and Mayhews Landing Rd.	17,700	9
10	L&L 18	Cedar Boulevard medians and wall landscaping between Central Avenue and Smith Street	20,000	10
11	L&L 19	Enterprise Drive medians between Aleppo Drive and Hickory Street, Willow Street medians between Enterprise Drive and Central Avenue, roundabout at intersection of Enterprise and Hickory, three roundabouts on Willow and corresponding pork chops, landscape along Enterprise Dr side of 37445 Willow Street to intersection of Willow Street and Seawind	35,000	11

		Way, landscape along west side of Willow Street A.C.F.C Canal.		
12	A	Cedar Boulevard east medians between Newark Boulevard and Milani Avenue	36,000	12-1, 12-2
13	B	Cherry Street backup and wall between the southeast corner of Central Avenue and Mowry Avenue, and Cherry Street median facing Fire Station No. 3 and Sportsfields Park	87,600	13
14	C	Jarvis Avenue medians between Spruce Street and the railroad right-of-way, backup wall landscape between Spruce Street and Haley Street, one median on Fircrest Street at Jarvis Avenue, and one median on Haley Street at Jarvis Avenue	57,000	14
15	D	Thornton Avenue east medians and backup areas between Interstate I880 and Dairy Avenue	90,400	15-1, 15-2, 15-3
16	E	Four Thornton Avenue backup walls between Interstate I880 and Newark Boulevard, and one median on Ruschin Drive at Thornton Avenue	15,500	16
17	F	Cedar Boulevard west medians and wall between Willow Street and Bridgepointe Drive	13,120	17
18	G	Mel Nunes Sportsfields Park, Skate Park, and Cherry Street parking lot	112,000	18
19	H	Thornton Avenue west medians between Willow Street and unincorporated Cedar Boulevard	9,050	19
20	I	Magnolia Plaza patio area between Magnolia Street and Thornton Avenue	2,500	20
21	J	George M. Silliman Activity Center	25,240	21
22	K	Civic Center, David W. Smith City Hall, Alan L. Nagy Library, and Newark Police Department	167,000	22
23	L	Cedar Boulevard medians and sidewalks between Moores Avenue and Mowry Avenue	75,230	23
24	M	Cedar Boulevard medians between Mowry Avenue and Balentine Drive	49,500	24
25	N	West-side sidewalk from the bus stop to Thornton Avenue between Musick Avenue and Thornton Avenue	29,700	25
26	O	Cedar Boulevard medians between Newark Boulevard and Haley Street	69,300	26-1, 26-2
27	P	Lido Boulevard medians between Cedar Boulevard and Jarvis Avenue	28,500	27
28	Q	Newark Boulevard medians between Jarvis Avenue and Ruschin Drive	39,600	28
29	R	Newark Boulevard medians between Thornton Avenue and Ruschin Drive	69,300	29
30	S	Mowry Avenue medians between Interstate I880 and Cherry Street	66,000	30
31	T	Mowry Avenue sidewalks between Alpenrose Court and Cherry Street	20,800	31

32	U	Cherry Street medians between Mowry Avenue and Golden State Lumber	7,920	32
33	V	Cherry Street east sidewalk between Mowry Avenue and the Alameda County Flood Control channel	26,400	33
34	W	Jarvis Avenue from Cardiff Street to Lake Boulevard, south sidewalk ivy planter, and north-side pork chop island	18,075	34
35	X	Musick Avenue median	250	35
36	Y	Port Sailwood Drive median	250	36
37	Z	Newark Boulevard overpass landscape, medians, and sidewalks between Central Avenue and Thornton Avenue	112,300	37
38	AA	Central Avenue medians between Sycamore Street and Interstate I880 including triangle island.	9,600	38-1, 38-2
39	AB	Central Avenue sidewalks between Newark Boulevard and Cedar Boulevard	6,600	39
40	AC	Newark Resource Center	13,500	40
41	AD	Clark W. Redeker Newark Senior Center	32,000	41
42	AE	Darvon Street wall between 36818 and 36910 Darvon Street	2,200	42
43	AF	Cedar Boulevard wall between Lido Street and the parking lot	3,400	43
44	AG	Mayhews Landing Road wall between 6201 Mayhews Landing Road and 36523 Dijon Drive	3,200	44
45	AH	Saint Paul Drive wall between Baine Avenue and 5967 Saint Paul Drive	3,300	45
46	AI	Birch Street wall between Cedar Boulevard and Moores Avenue	9,800	46
47	AJ	Stevenson Boulevard pork chops, three total, off Balentine Drive, Cedar Boulevard, and Cherry Street	600	47-1, 47-2, 47-3
48	AK	Mowry Avenue pork chop off Cherry Street	200	48
49	AL	Cherry Street pork chops, two total, off Central Avenue	400	49
50	AM	Thornton pork chops, one off Cedar Boulevard and two off Cherry Street	600	50-1, 50-2
51	AN	Newark Boulevard pork chops, two total, off Mayhews Landing Road	400	51
52	AO	Lake Boulevard pork chop off Chapman Drive	200	52
53	AP	Enterprise Drive pork chops, two total, off Filbert Street	400	53

EXHIBIT D-2

SITE TYPE SUMMARY

Site Type	Included Site Codes	No. of Sites	Approximate Total Area (SQ. FT)	Notes
Corridor medians, rights-of-way, mixed streetscape, and roundabouts	L&L 1; L&L 2; L&L 4; L&L 6; L&L 11; L&L 16; L&L 18; L&L 19; A; B; C; D; F; H; L; M; N; O; P; Q; R; S; U; W; Z; AA	26	1,027,335	Largest category; includes most medians, corridor planting, and mixed street-edge landscaping
Perimeter commercial landscape	L&L 7	1	22,700	Rosemont Shopping Center perimeter landscape
Greenbelts	L&L 15; L&L 17	2	21,200	Distinct greenbelt areas
Walls and backup walls	E; AE; AF; AG; AH; AI	6	37,400	Includes wall-only and backup wall landscapes
Civic, facility, and building landscapes	J; K; AC; AD	4	237,740	Activity center, Civic Center complex, Resource Center, and Senior Center
Parks, recreation, and plaza areas	G; I	2	114,500	Mel Nunes Sportsfields / Skate Park / parking lot, and Magnolia Plaza patio
Sidewalk-dominant areas	T; V; AB	3	53,800	Sidewalk landscape corridors
Pork chops, traffic islands, and micro-medians	X; Y; AJ; AK; AL; AM; AN; AO; AP	9	3,300	Very small, isolated islands and pork chops
Total	All listed areas	53	1,517,975	Matches current RFP total

EXHIBIT D-3

TASK FREQUENCY STANDARDS

Task Category	Task Description	Frequency	Standard
Trees and Shrubs	Tree pruning	As needed	Maintain clearance remove dead or damaged limbs
Trees and Shrubs	Shrub pruning	Three times per year and as needed	Maintain health shape and visibility
Trees and Shrubs	Tree staking	As needed	Maintain stakes and ties until no longer needed
Planting Areas	Fertilization	Three times per year	[INSERT months]
Planting Areas	Weed control	At all times	Keep areas free of weeds
Groundcover and Vines	Pruning	One time per year	Control spread and maintain health
Groundcover and Vines	Edging	Two times per month	Maintain clean edges
Grounds	Litter and debris removal	Two times per month or as needed	Keep areas clean and presentable
Grounds	Cuttings and trimmings removal	Daily as needed	Remove same day generated
Grounds	Weed control in hardscape / DG / rock areas	At all times	Keep hardscape areas free of weeds
Irrigation	System inspection and testing	Monthly	Inspect all stations valves heads controllers
Irrigation	Programming adjustments	As needed	Adjust for season and prevent runoff
Irrigation	Routine repairs	As encountered or directed	Complete within required response period
Trails if applicable	Shrub and tree trimming	Two times per year	Maintain access and visibility
Trails if applicable	Weed control	At all times	Maintain shoulders and trail edges
Open Space if applicable	Weed abatement	One time per year or as directed	[INSERT month]
Courts if applicable	Tree and shrub pruning	As needed	Maintain health safety and appearance