

## **AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18<sup>th</sup> Street, Merced, California 95340, (hereinafter referred to as "City") and Yard Masters, Inc., a California Corporation, whose address of record is 1968 Business Parkway, Merced, California 95348, (hereinafter referred to as "Contractor").

WHEREAS, City desires to engage Contractor to render landscape maintenance services; and,

WHEREAS, Contractor represents that it possesses the required skills and any necessary licenses to provide landscape maintenance services required by the City pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Contractor shall furnish the following services: Contractor shall provide the landscape maintenance services, including all labor, materials, tools, equipment, services and any incidental or customary work necessary to provide landscape maintenance services as more particularly described in Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Director of Public Works or his or her designee. However, the means, methods and details by which the work is accomplished shall be the sole responsibility of the Contractor.

2. **TERM.** The term of this Agreement shall be for two (2) years from July 1, 2016, to June 30, 2018, unless earlier terminated as provided herein. Contractor shall complete all of the work outlined in the Scope of Services within the term of this Agreement and shall meet any other established schedules and deadlines. Upon expiration of this Agreement, and upon approval by City, Contractor shall have the option to renew this Agreement for an additional maximum period of three (3) years ending as of June 30, 2021.

3. **COMPENSATION.** Payments by the City to the Contractor shall be made monthly and in proportion to the services satisfactorily performed within each phase. For Contractor's services rendered under this Agreement, City shall pay Contractor the not to exceed sum of Forty-Six Thousand Four Hundred Thirty Dollars (\$46,430.00) per month for a total of Five Hundred Fifty-Seven Thousand One Hundred Sixty Dollars (\$557,160.00) annually in accordance with schedule set forth in Exhibit "B."

4. **METHOD OF PAYMENT.** Compensation to Contractor shall be paid by the City after submission by Contractor of an invoice delineating the services performed.

5. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Agreement shall be the property of the City, and Contractor hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

6. **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 for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement. Any records or documents required to be maintained 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.

7. **INDEPENDENT CONTRACTOR.** It is expressly understood that Contractor is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Contractor shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Contractor desire any insurance protection, the Contractor is to acquire same at its expense.

In the event 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 the City, Contractor shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf 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.

8. INDEMNITY. Contractor shall indemnify, protect, defend, save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Contractor or Contractor's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Contractor or its employees, subcontractors, or agents, or by the quality or character of Contractor's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused solely by the gross negligence of the City. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

9. INSURANCE. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's

Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Contractor shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Contractor shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Contractor.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Contractor shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Contractor shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respect to automobiles owned, leased, hired or borrowed by the Contractor.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Contractor shall carry professional liability insurance appropriate to Contractor's profession in the minimum amount of One Million Dollars (\$1,000,000).

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Contractor shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Contractor's insurance policies are not current.

10. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the City.

11. CONTRACTOR'S LICENSE. At all times during the term of this Agreement and any extension thereof, Contractor shall keep and possess a valid State Contractor's License type C-27 Landscaping Contractor as specified for this Agreement in City's Request for Proposals.

12. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

13. CONFORMANCE TO APPLICABLE LAWS. Contractor shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

14. WAIVER. In the event that either City or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation.

15. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Merced.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED  
A California Charter Municipal  
Corporation

BY: \_\_\_\_\_  
City Manager

ATTEST:  
STEVE CARRIGAN, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

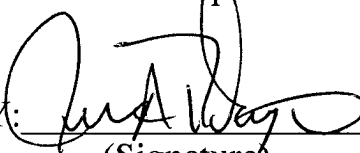
BY: Relly J. J. J. J. J. 6/21/16  
City Attorney Date

300134 PO# 133911  
ACCOUNT DATA:

BY: Rodley R. R. R.  
Verified by Finance Officer

12# 3/16/13  
Funds contingent up City Council approval  
of 16/17 budget 4/21/16 per [unclear]  
{Signatures continued on next page.}

CONTRACTOR:  
YARD MASTERS, INC.,  
A California Corporation

BY:   
(Signature)

Juan A. Pelayo  
(Typed Name)

Its: President  
(Title)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Title)

Taxpayer I.D. No. 77-0566608

ADDRESS: 1968 Business Parkway  
Merced, CA 95348

TELEPHONE: (209) 722-3056

FAX: (209) 722-3080

E-MAIL: cristina.yardmasters  
@live.com



## EXHIBIT "A"

### SCOPE OF SERVICES

#### I. IRRIGATION - GENERAL

Irrigation shall be done with the use of automatic or manual sprinkler systems where available and operable. Failure of an existing system to provide full and adequate coverage shall not relieve the contractor of the responsibility to provide proper coverage of all areas. Providing any supplementary hoses, sprinklers, nozzles, etc., necessary to accomplish full coverage shall be the contractor's responsibility. Must comply with current City irrigation policies/regulations.

##### A. Maintenance

The contractor shall maintain all sprinkler systems in such a way as to give proper coverage and full working capacity, making whatever adjustments necessary to prevent excessive run-off time into streets or other areas not intended to be irrigated. Care shall be taken to prevent wasting water, causing soil erosion, or allowing seepage into existing underground improvements or structures.

The contractor shall, at no cost to the City, keep controller or valve boxes free of dirt and debris; repair, replace, clean, adjust, straighten, raise or lower the following sprinkler system components as it relates to maintenance of the landscape areas:

1. sprinkler heads;
2. sprinkler caps;
3. sprinkler head risers;
4. Valve covers;
5. Valve boxes;
6. Valve box lids, including electrical pull boxes and lids;
7. Valve sleeves;
8. Quick coupler valves and caps;
9. Hose bibs.

##### B. Inspection

The contractor shall, at least once a week, inspect all areas covered by an automatic irrigation system for any malfunction. Approximately thirty (30) days prior to the termination of the contract, a comprehensive test of all irrigation systems shall be made by a Public Works Department representative. Any repairs deemed the contractor's responsibility shall be made by the contractor prior to the end of the contract period.

If repairs made are not to the Director of Public Works or his designee's satisfaction, deductions shall be made in the final contract payment to cover the cost of eliminating the discrepancies determined by the Director of Public Works or his designee.

## EXHIBIT "A"

### SCOPE OF SERVICES

#### C. Repairs

Irrigation systems which are damaged or altered in any way as a result of work performed under this contract shall be repaired or replaced in kind and in an approved manner by the contractor.

Repairs shall be made immediately after damage or alteration occurs, by contractor unless otherwise directed. Repairs made as a result of theft, vandalism or an act of God shall be performed by the City.

Winterization – Contractor shall winterize all exposed piping and back flow prevention devices to prevent freeze damage. All damage to back flow devices caused by freezing will be the contractor responsibility to repair or replace.

Repairs not made, or not made to the satisfaction of the Director of Public Works or his designee, the work will be done by others and billed to the contractor.

#### D. Irrigation to be accomplished as follows:

Turf and Groundcover - Turf and groundcover areas to be watered, as required, to maintain horticulturally acceptable growth and color, as well as promote deep root growth. Daily shallow water applications should be avoided where possible in favor of deeper water applications. Water to turf and groundcover areas to generally be applied using current City regulations.

Banks and Slopes - Sloped landscape areas to be irrigated Monday through Friday as required to maintain horticulturally acceptable growth and color. Irrigation practice is to promote deep root growth with a minimum of run-off.

Shrubs and Trees - Shrubs and trees to be irrigated as needed to maintain horticulturally acceptable growth and color.

Irrigation rates to be adjusted according to shrubs or tree types and seasonal weather conditions. Deep watering for root growth is encouraged, and surface run-off to be kept at a minimum.

Newly Planted Trees, Shrubs, Groundcover, and Turf - All newly planted areas to receive special attention until plants are established. Adequate water to be applied to promote normal, healthy growth. Watering basins around newly planted shrubs and trees to be used during establishment period.

## EXHIBIT "A"

### SCOPE OF SERVICES

#### II. WEED CONTROL - GENERAL

For the purposes of this specification, a weed shall be considered to be any undesirable plant or plant growing out of place.

All landscaping within the specified maintenance areas including lawns, shrubs, and groundcover beds, planters, and tree wells shall be kept free of all weeds at all times. Complete removal of all weed growth is to be accomplished every thirty (30) days on a continuing basis, not just once each thirty (30) days. Weeds may be controlled by mechanical methods, or chemical methods at the discretion of the contractor.

##### A. Use of Chemical Pesticides for Weed Control

The contractor shall abide by all Federal, State, County and City rules and regulations regarding the safe application of herbicides under this contract. Care shall be taken to ensure the safety of the public and contractor's employees during chemical weed control operations. All posting regulations shall be followed in accordance with current Federal, State, County and City regulations in regards to re-entry times.

Great care shall be taken by the contractor to avoid herbicide drift onto non-target plants.

#### III. DISEASE AND PEST CONTROL

The contractor shall regularly inspect all landscaped areas for the presence of disease, insect, or rodent infestation.

Upon approval of the Director or his designee, the contractor shall implement the approved control measures utilizing all safeguards necessary to protect the public and contractor's employees.

##### A. Use of Chemical Pesticides

All Federal, State, County and City rules and regulations regarding safe application of pesticides under this contract shall be observed.

Great care shall be taken to avoid pesticide drift onto non-target organisms.

#### IV. PRUNING – GENERAL

All shrubs, trees, and groundcover, plant growing in the work areas shall be pruned as required to maintain plants in a healthy growing condition. Pruning is to be done in a manner which promotes the plant's natural growth characteristics. Hedging, shearing, or other sever pruning will not be allowed except with prior approval.

## EXHIBIT "A"

### SCOPE OF SERVICES

Plant growth is to be kept within reasonable bounds to prevent its encroachment into walks, passageways, and streets. Clear view of traffic signs and intersections is to be maintained at all times.

All dead, dying, or damaged branches shall be removed immediately. All cuts shall be made cleanly with no stubs or projections remaining.

#### A. Trees

The contractor shall be responsible for all pruning that can be reached with a 12-foot pole-saw by a man standing on the ground. All trees are to be maintained in their natural shape.

Newly planted trees are to be staked, pruned and shaped to promote their eventual development into strong, healthy representatives of their species. Until young trees are strong enough to stand alone, they shall be flex-tied between two approved 2-inch by 2-inch by 8-foot treated tree stakes.

The contractor shall bring to the Director or his designee's attention within 24 hours any tree which shows signs of root heaving, leaning, having hanger limbs, or in some manner constituting a safety hazard.

#### V. FERTILIZATION - GENERAL

Contractor will use a complete fertilizer (nitrogen, phosphorus, and potassium) equal to or better than Turf Gold 22-5-5. The contractor will put on fertilizer at the following times and rates:

First application in early spring, second application in early fall. The rate will be one pound of nitrogen per thousand square feet, per application.

#### VI. REPLACEMENT OF PLANT MATERIAL

- A. The contractor shall notify the Director or his designee within four (4) days of the loss of plant material due to any cause.
- B. The contractor shall supply all labor and materials to replace any tree, shrub, turf, or groundcover damaged or lost through the contractor's faulty maintenance or negligence.
- C. The size and species of replacement plant material shall be determined by the Director or his designee.
- D. Where there is a difference in value between the tree lost and the replacement tree, the difference will be deducted from the contract payment.

## EXHIBIT "A"

### SCOPE OF SERVICES

The value will be deducted from the contract payment. The value will be determined using the latest International Society of Arboriculture guidelines.

Any plant damaged or lost through theft, vehicular damage, act of God, or other unknown sources not the responsibility of the contractor, shall be replaced by the City.

#### VII. TURF MAINTENANCE

##### A. Mowing

All Lawn areas in this contract shall be mowed with power-propelled reel or rotary-type mowers. Mowers shall be maintained to provide a smooth, even cut without tearing. Blade adjustment to provide uniform cut with no ridges or depressions.

All mowers are to be cleaned prior to each mowing to avoid possible weed invasion. All grass clippings and leaves shall be kept out of the waterways and street. Litter clean up shall be done by contractor before mowing.

Mowing to be performed so that no more than one-third of the grass blade is removed in returning the grass to acceptable height for the species being mowed.

All turf areas are to be mowed once a week on a preset day. Any changes to this schedule are to be approved in advance by the Director or his designee for the City of Merced.

During periods of heavy growth, more than one mowing per week may be required in high maintenance areas.

- B. All turf to be edged adjacent to improved surfaces. If no improved surface exists, turf edges shall be maintained where the turf abuts a shrub bed or property line, or to maintain turf delineation.

Edging to be performed at least after every second turf mowing.

#### VIII. GROUND COVER MAINTENANCE

- A. All areas planted in groundcovers shall be adequately irrigated and fertilized to maintain vigorous growth.

Groundcover beds shall be periodically edged to keep them in their intended space.

## EXHIBIT "A"

### SCOPE OF SERVICES

Groundcovers shall not be allowed to encroach into lawns, shrub beds, or other areas deemed as undesirable by the Director or his designee.

- B. Groundcover plantings shall be periodically thinned and pruned for vigorous growth and overall appearance of the site. The spaces between plants shall be regularly cultivated.
- C. Litter clean up shall be done by contractor during the maintenance interval.

**LANDSCAPE MAINTENANCE LOCATIONS**

**Maintenance Districts**

100 Quail Creek

- A. Landscape north side of Yosemite Avenue between the block wall and the park strip, west of Quail Avenue to Paulson Drive.
- B. Park strip across from 3735 White Dove on the east side of road. Area planted with Asian Jasmine.
- C. Landscape along Cormorant Drive from Tanager Court to under crossing. Starting on the bike path at the end of Tanager Court from curb line to Cottonwood Creek banks. Includes under crossing landscape.
- D. Landscape along west side of Paulson Road between Cormorant Drive and Robin Drive.
- E. Gardner Drive & Yosemite Avenue, north to cottonwood creek west side of road
- F. Yosemite Avenue between Gardener Drive and Paulson.
- G. Bike path Cormorant Drive east of Paulson to Avocet Avenue north and south sides of Cormorant.
- H. Paulson east side of road from Kinglet to Cormorant bridge

101 Westcreek Homes

- A. Landscape area on the north side of Hwy 140 and west of Sydney Lane starting at the property line of Westcreek Homes subdivision, west to the mail box at 1957 Hwy 140 between curb and block wall.
- B. East of Sydney to end of block wall (north side of road).

102 Silverado

- A. All park strip landscaping along the west side of McKee Road from Yosemite Avenue to Black Rascal Creek between McKee and Parsons.
- B. Bike path landscape along Black Rascal Creek behind the Camelot Subdivision (between McKee & Parsons).
- C. Center median on Silverado Avenue at McKee.
- D. Landscape along south side of Yosemite Avenue from McKee Road to Parsons Avenue.
- E. Center median on Chaparral Drive between Yosemite Avenue and Pebble Beach Drive.
- F. Landscape along east side of Parsons Avenue between Yosemite Avenue and Black Rascal Creek, and small section inside of fence at the west end of Pebble Beach Drive.
- G. East side of Paulson Road starting at Kinglet Court to Cormorant bridge.

## EXHIBIT "A"

### *Landscape Maintenance Locations December 11, 2015*

- 103    Oakmont #3
  - A. Landscape along south side of Yosemite Avenue. One hundred feet east of Joerg Avenue west to Church property. Park strip east of Jorge to 1302 Yosemite Avenue.
  - B. Bike path starting at Joerg Avenue east to storm lift station.
  - C. Landscaping from curb to block wall along Parsons Avenue west side of road-El Portal to end of wall to the south.
- 104    Northwood Village
  - A. Landscape area between curb and fence starting at Yosemite Avenue on the west side of G Street, and extending south to the end of block wall at the El Portal Plaza.
- 105    Village Landing
  - A. Landscape area along San Jose Avenue between Yosemite Avenue and Rensselaer Drive on the east side of San Jose Avenue between curb and block wall.
- 108    Sunset West
  - A. Landscape area along La Mirada Drive block wall. The complete length of block wall (both sides).
  - B. Carol Gabriault park perimeter fence and wall starting at Willowbrook Drive, north and west along railroad tracks and wall.
- 115    Pleasanton Park
  - A. Landscape area along south side of Childs Avenue between Canal Street and N Street from curb to fence.
  - B. Landscape areas on east and west side of M Street between Seville Drive and Childs Avenue
- 117    Merced Auto Center
  - A. Center median on Auto Center Drive from V Street to the end of Auto Center Drive.
- 120    Downtown Maintenance
  - A. 16<sup>th</sup> Street planters starting at Bear Creek Bridge east to G Street curb side planting area and center median east of M Street (2ft park strip).



## EXHIBIT "A"

### *Landscape Maintenance Locations December 11, 2015*

- 121    Ridgeview Meadows
  - A. Park strip along south side of Childs Avenue between Parsons Avenue east to street light pole # C1930.
  - B. The north side of Gerard Avenue at the entrance to Starlight Avenue along block wall on the east and west sides of Starlight Avenue.
  
- 122    Fahrens Park
  - A. Landscape area along the west side of R Street starting at Simply Space Self-Storage to Buena Vista Drive, west along north side of Buena Vista Drive to the end of block wall adjacent to street light pole # C4144.
  - B. Storm basins at the end of Estrella Court, La Playa Court, Tres Logos Court, Ensenada Court, Logo Court, and Sueno Court.
  
- 124    Olivewood
  - A. Landscape median on Loughborough Drive between Olive Avenue and Olivewood Drive.
  
- 127    Hansen Park
  - A. On Hansen Avenue landscape in front of storm pump station # 20.
  
- 132    Cypress Terrace
  - A. "N" Street from Carmel south along block wall
  - B. "M" Street from Brittany south to end of turf
  - C. "M" Street on Gerard south to end of block wall Landscape on west side of street.
  - D. On "M" Street between Cartmell and Gerard, east & west sides
  
- 136    Las Brisas
  - A. Landscape area on Cone Avenue beginning at Ray Flanagan park west property line to Rios Street on the south side
  - B. Park strip north side of Gerard Avenue along the block wall.
  - C. Park strip along basin frontage- On Gerard Avenue west of "G" Street
  - D. Park strip on "G" east and west sides between Cone and Gerard

EXHIBIT "A"

*Landscape Maintenance Locations*

*December 11, 2015*

- 139    Paulson Place
  - A. Century Drive along block wall east of street.
  
- 141    Fahrens Park II
  - A. Across from 3431 San Francisco Street-landscape area
  - B. End of Los Altos Ct
  - C. End of San Lorenzo Way
  - D. End of San Bruno Ct
  - E. End of San Anselmo Ct
  - F. End of San Martin Ct
  - G. End of San Carlos Ct
  - H. End of San Gregrio Ct
  - I. End of San Jauquin Ct
  - J. Benua Vista starting at San Francisco north side of road ending at block wall and well site #5.
  - K. South side of Yosemite Avenue between Hwy 59 and Fahrens Creek bridge
  - L. 1440 El Redondo south side of road to Santa Monica Court
  - M. Fahrens Creek overflow basin, bike path, and service road
  
- 142    LaBella Vista
  - A. Gerard Avenue along south block wall between pump station #26 and approximately 300 feet east of Amy Street
  
- 143    Davenport Ranch
  - A. Dunn Road east and west of Crescendo Avenue, north side of road
  - B. Round about at Pheasant Ct and Crescendo Avenue
  - C. Round about at Breezeway Ct and Crescendo Avenue
  - D. Destiny Way, east and west along wall south side of road
  - E. West side of Gardener Road between White Dove and Destiny)
  - F. White Dove along road wall from Favier Ct to Cottonwood Creek east side
  - G. Bike path along cottonwood creek between Gardner and Avocet
  - H. From Gardner Road to Cormorant Road
  - I. Block wall along Dunn Road south side of street
  - K. Block wall along Gardner road west side
  - L. Dunn Road to cottonwood creek on Dunn Road north and south sides excluding park
  - M. On Providence Avenue between Dunn and Pheasant (east side of road)

EXHIBIT "A"

*Landscape Maintenance Locations*  
*December 11, 2015*

144    Sequoia Hill

- A. Storm pump station #11 on Dinky Creek frontage and entrance to subdivision on Childs Ave at Manzanita.
- B. On Childs Avenue at Manzanita west to street light pole # C1930 and east to pole # C5373.

145    Skymoss

- A. Landscape park strip on Lopes Avenue between Alexis Drive and Marian Court.

148    Lowes

- A. Turf and planting area at corner of Devonwood and Austin Avenue.
- B. South side of Devonwood extending through frontage of storm basin and west and south basin walls.
- C. South side of Devonwood extending through frontage of storm basin
- D. Traffic calming bubbles at 1374 and 1296 Devonwood and 2974 Meadows Avenue (3-sets)

151    Yosemite Gateway

- A. West side of San Augustine Avenue between Yosemite to Pacific
- B. Center Median power tower
- C. South side of Pacific, San Augustine to Compass Point
- D. Park site corner of Morning Dove Avenue and Sunrise
- E. Walk through Sunrise Drive to Pacific and Brightday Drive to commercial area
- F. East side of El Redondo commercial area to Pacific and return on Aurora to Morningside Drive
- G. Center round about and two nose area at Pacific
- H. West side of El Redondo between Yosemite Avenue to Pacific

153    Vista Del Sol

- Park strip on "M" Street, south of Gerard Avenue, west side end of turf

## EXHIBIT "A"

*Landscape Maintenance Locations  
December 11, 2015*

### **Community Facilities Districts (CFD)**

- 164 Bellevue Ranch East
- a. West side of Bancroft from Noble to Arrowwood Drive
  - b. South side ArrowWood between "M" Street to Bancroft excluding Elmer Murchie park
  - c. North and south side of Foothill from Bancroft to "G" Street
  - d. East side of Bancroft from Arrowwood to Barclay Way
  - e. West side of Bancroft from Jacobs to Barclay
  - f. South side of Mandeville from Barclay to Tolman
  - g. Barclay between Bellevue and Mandeville
  - h. South and north side of Mandeville from Barclay to "G" include street median
  - i. "G" Street between Bellevue and Cardella Roads west side
- 165 Compass Pointe
- a. On San Augustine from Pacific north to streetlight pole # 8512
  - b. Pacific Drive north wall east to "R" Street, to include the mini park, round about at Lehigh & El Redondo and Horizon & Pacific
  - c. Horizon east and west sides north to Lehigh Drive
  - d. Lehigh west from San Augustine to "R" Street dead-end
  - e. "R" Street west side from Lehigh to Pacific.
- 166 Sandcastle
- A. Gerard Avenue east of Pluim to end of block wall, north on Pluim to Dinkey Creek
  - B. Coffee Road down Childs Avenue to Pluim on west side of road
- 167 Bright Development
- A. Block wall on east side of McKee Road
  - B. Center median at entrance of subdivision to Creekview
  - C. Creekview Drive from Silverstone to Mariner
  - D. Storm Drain basin along Creekview drive
- 169 Big Valley
- A. 3613 Gardner Drive in front of bridge

## EXHIBIT "A"

### *Landscape Maintenance Locations December 11, 2015*

#### 170 Bellevue Ranch West

- A. "M" Street center median between Arrowwood and Ironstone Drive
- B. Park strip and wall on "M" Street between Lehigh and Heitz Court (west side of road)
- C. Cardella center median between "G" Street to Freemark Avenue to include south block wall
- D. Park strip and wall on "M" Street to Freemark, north & south of side road
- E. Community park, Bancroft Drive and Cardella
- F. "G" Street south of Cardella to cottonwood creek to include parkstrip behind houses west of Bankcroft

#### 172 University

- A. South and east perimeter landscape area along block wall and round-about at El Redondo and San Augustine Drives

#### 173 Tuscany

- A. Childs Ave at Tuscany entrance gate 100 feet east of Brimmer and to end of block
- B. 100 feet east and west of Brimmer Avenue entrance gate

#### 174 Provance

- A. Block wall on the north side of Lehigh, from El Redondo to Horizon
- B. West block wall on Horizon
- C. East and west block walls on El Redondo north of Lehigh to Monoco Drive (40' west of Dylan Court)

#### 177 Franco

- A. Frontage of sewer lift station on Merced Avenue

#### 178 Cottages

- A. San Augustine east block wall from Yosemite to Huntington
- B. Yosemite between San Augustine and El Redondo
- C. El Redondo between Yosemite and Jenner Drive
- D. Mini-park on Newport Avenue and Huntington Drive

## EXHIBIT "A"

### *Landscape Maintenance Locations December 11, 2015*

- 184    University Park II  
West side of San Augustine Drive, Between Pacific Drive and end of pump station #48 at block wall
- 185    Moraga  
A. Street center-median on Yosemite between McKee and Via Moraga  
B. Park strip & wall on Yosemite from McKee, 100' east of Via Moraga  
C. Park strip on Via Moraga, east and west sides of road  
D. Fence line west side of Whitewater Way, Pacheco to Yosemite Avenue
- 194    Mercy Hospital  
A. "G" Street center median between Mercy Avenue and bike path  
B. Bike path between "G" Street and Dominican Court

### **Well Sites**

- #1      477 St. Lawrence Drive  
#5      1632 "R" Street  
#7      3362 McKee Road  
#3      511 W. 12<sup>th</sup> Streets  
#10R2 4250 E. Gerard Avenue  
#15     1855 Buena Vista Drive  
#16     125 Cardella Road

### **Other City Owned Landscape Maintenance Areas**

- 022    Yosemite Avenue and "M" Street  
"M" Street north of Buena Vista, southeast side of road
- 671    Senior Center - 755 W. 15<sup>TH</sup> Street
- 022    Olive Avenue Center Street Median, Hwy 59 to "G" Street
- 022    "G" Street center median, from Bear Creek Dr to El Portal
- 022    "R" Street center median, from Olive to Yosemite Avenue
- 022    Yosemite Avenue center median, between El Redondo & San Jose
- 022    Olive Avenue park strip, between Meadows and Austin Avenue
- 022    Park Place center median, from Park Avenue to Bear Creek Drive

## EXHIBIT "A"

### *Landscape Maintenance Locations December 11, 2015*

- 022 "R" Street center median, between Donna Drive and Yosemite
- 022 "R" Street center median, between Yosemite Avenue and Lehigh Drive
- 022 Hwy 140 center median between "X" Street and Virginia
- 022 "Martin Luther King Jr. Way, between 14<sup>th</sup> & 15<sup>th</sup> Streets, center median
- 022 "G" Street Bridge from W. 22<sup>nd</sup> to 27<sup>th</sup> Street

### **Wastewater Treatment Plant Landscape Maintenance**

- 553 WWTP-10260 Gove Road, landscaped areas around administration building and other facilities

**YARD MASTERS, INC.**  
**AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES**  
**FISCAL YEAR 2016-2017**

	<b>Account Number:</b>	<b>Description:</b>	<b>Monthly Amount:</b>	<b>Annual Amount:</b>
1	100-1165-532.17-00	Quail Creek	2,100.00	\$25,200.00 ✓
2	101-1165-532.17-00	Westcreek Homes	400.00	\$4,800.00 ✓
3	102-1165-532.17-00	Silverado	2,200.00	\$26,400.00 ✓
4	103-1165-532.17-00	Oakmont	1,300.00	\$15,600.00 ✓
5	104-1165-532.17-00	Northwood Village	500.00	\$6,000.00 ✓
6	105-1165-532.17-00	Village Landing	250.00	\$3,000.00 ✓
7	108-1165-532.17-00	Sunset West	750.00	\$9,000.00 ✓
8	117-1165-532.17-00	Auto Center	175.00	\$2,100.00 ✓
9	120-1165-532.17-00	Downtown Maintenance	750.00	\$9,000.00 ✓
10	121-1165-532.17-00	Ridgeview Meadows	425.00	\$5,100.00 ✓
11	122-1165-532.17-00	Fahrens Park	1,000.00	\$12,000.00 ✓
12	124-1165-532.17-00	Olivewood	30.00	\$360.00 ✓
13	127-1165-532.17-00	Hansen Park	70.00	\$840.00 ✓
14	132-1165-532.17-00	Cypress Terrace	875.00	\$10,500.00 ✓
15	136-1165-532.17-00	Las Brisas	1,050.00	\$12,600.00 ✓
16	139-1165-532.17-00	Paulson Place	225.00	\$2,700.00 ✓
17	141-1165-532.17-00	Fahrens Park 2	4,600.00	\$55,200.00 ✓
18	142-1165-532.17-00	LaBella Vista	525.00	\$6,300.00 ✓
19	143-1165-532.17-00	Davenport Ranch	2,400.00	\$28,800.00 ✓
20	144-1165-532.17-00	Sequoia Hill	290.00	\$3,480.00 ✓
21	145-1165-532.17-00	Skymoss	200.00	\$2,400.00 ✓
22	148-1165-532.17-00	Lowes	425.00	\$5,100.00 ✓
23	151-1165-532.17-00	Yosemite Gateway	1,950.00	\$23,400.00 ✓
24	153-1165-532.17-00	Vista Del Sol	300.00	\$3,600.00 ✓
25	164-1166-532.17-00	Bellevue Ranch East	3,600.00	\$43,200.00 ✓
26	165-1166-532.17-00	Compass Pointe	2,200.00	\$26,400.00 ✓
27	166-1166-532.17-00	Sandcastle	1,200.00	\$14,400.00 ✓
28	167-1166-532.17-00	Bright Development	1,100.00	\$13,200.00 ✓
29	170-1166-532.17-00	Bellevue Ranch West	2,200.00	\$26,400.00 ✓
30	172-1166-532.17-00	University	550.00	\$6,600.00 ✓
31	173-1166-532.17-00	Tuscany	250.00	\$3,000.00 ✓
32	174-1166-532.17-00	Provance	2,000.00	\$24,000.00 ✓
33	177-1166-532.17-00	Franco	140.00	\$1,680.00 ✓
34	178-1166-532.17-00	Cottages	500.00	\$6,000.00 ✓
35	184-1166-532.17-00	University Park II	500.00	\$6,000.00 ✓
36	185-1166-532.17-00	Moraga	550.00	\$6,600.00 ✓



**YARD MASTERS, INC.**  
**AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES**  
**FISCAL YEAR 2016-2017**

	<b>Account Number:</b>	<b>Description:</b>	<b>Monthly Amount:</b>	<b>Annual Amount:</b>
37	194-1166-532.17-00	Mercy Hospital	500.00	\$6,000.00 ✓
38	557-1106-532.17-00	Well Site #1	175.00	\$2,100.00 ✓
39	557-1106-532.17-00	Well Site #5	150.00	\$1,800.00 ✓
40	557-1106-532.17-00	Well Site #7	175.00	\$2,100.00 ✓
41	557-1106-532.17-00	Well Site #3	175.00	\$2,100.00 ✓
42	557-1106-532.17-00	Well Site #10R2	175.00	\$2,100.00 ✓
43	557-1106-532.17-00	Well Site #15	200.00	\$2,400.00 ✓
44	022-1104-532.17-00	Yosemite & "M" Street	400.00	\$4,800.00 ✓
45	671-1119-532.17-00	Senior Center	700.00	\$8,400.00 ✓
46	022-1104-532.17-00	Olive Ave street median	900.00	\$10,800.00 ✓
47	022-1104-532.17-00	"G" Street center median	800.00	\$9,600.00 ✓
48	022-1104-532.17-00	"R" Street center median	450.00	\$5,400.00 ✓
49	022-1104-532.17-00	Yosemite center median	800.00	\$9,600.00 ✓
50	022-1104-532.17-00	Olive park strip, Austin	300.00	\$3,600.00 ✓
51	022-1104-532.17-00	Park Place center median	175.00	\$2,100.00 ✓
52	022-1104-532.17-00	"R" Street median addition	350.00	\$4,200.00 ✓
53	022-1104-532.17-00	"R" Street median addition	700.00	\$8,400.00 ✓
54	022-1104-532.17-00	Hwy 140 center median	450.00	\$5,400.00 ✓
55	022-1104-532.17-00	"MLK" between 14th & 15th	275.00	\$3,300.00 ✓
56	553-1108-532.17-00	Wastewater Treatment Plant	1,000.00	\$12,000.00 ✓
	<b>Grand Totals:</b>		<b>\$46,430.00</b>	<b>\$557,160.00</b>