

**AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
NEW IMAGE LANDSCAPE COMPANY**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and New Image Landscape Company, a California Corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

Exhibit E – Notice of Exercise Option to Extend Agreement

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

## **2. TERM OF AGREEMENT**

- A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on February 1, 2022 and terminate on January 31, 2023.
- B. After the Initial Term, the City reserves the right, at its own sole discretion, to extend the term of this Agreement for up to four (4) additional one-year terms ("Option Periods") based on the same terms and conditions, subject annual appropriation of funds. City shall provide Contractor with no less than thirty (30) days prior written notice of its intention to exercise its option to extend the term of this Agreement. See Exhibit E for Notice of Exercise Option to Extend Agreement.

## **3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

## **4. WARRANTY**

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

## **5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE**

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

## 6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is set forth in Section 1 of Exhibit B, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

## 7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

## 8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

## 9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

**10. INDEPENDENT CONTRACTOR**

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

**11. CONFIDENTIALITY OF MATERIAL**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

**12. OWNERSHIP OF MATERIAL**

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

**13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees

to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

#### **14. HOLD HARMLESS/INDEMNIFICATION**

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

#### **15. INSURANCE REQUIREMENTS**

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

#### **16. WAIVER**

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement

shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

## 17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara  
Attention: Department of Public Works  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [cmobeck@santaclaraca.gov](mailto:cmobeck@santaclaraca.gov) and  
[cfazzi@santaclaraca.gov](mailto:cfazzi@santaclaraca.gov)

And to Contractor addressed as follows:

New Image Landscape Company  
3250 Darby Common  
Fremont, CA 94539  
and by e-mail at [btakehara@newimagelandscape.com](mailto:btakehara@newimagelandscape.com)

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

## 18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

## 19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

**20. FAIR EMPLOYMENT**

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

**21. NO USE OF CITY NAME OR EMBLEM**

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

**22. GOVERNING LAW AND VENUE**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

**23. SEVERABILITY CLAUSE**

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

**24. AMENDMENTS**

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

**25. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Office of the City Attorney  
City of Santa Clara

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**NEW IMAGE LANDSCAPE COMPANY**  
a California corporation

Dated: Jun 12 2022

By (Signature): [Signature]

Name: Brian Takehara

Title: Chief Executive Officer

Principal Place of Business Address: 3250 Darby Common  
Fremont, CA 94539

Email Address: btakehara@newimagelandscape.com

Telephone: (510) 226-9191

Fax: ( )

"CONTRACTOR"

## **EXHIBIT A SCOPE OF SERVICES**

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

### **1. INTRODUCTION**

- 1.1.** Contractor shall provide all labor, materials, tools, disposal fees, equipment, and vehicles to provide landscape maintenance services for sites managed by the Department of Public Works. The work to be done, in general, consists of providing routine landscape maintenance services. The landscape areas for Silicon Valley Power (SVP), which also managed by the Public Works Department, have special provisions as described in Section 10.
- 1.2.** To the extent not inconsistent with this Agreement between the City and Contractor including this Scope of Services, the City's RFB# DPW-58 (including subsequent updates) is hereby incorporated by reference herein, and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement.

### **2. DOCUMENTS**

This Attachment contains the following Appendices:

- 2.1.** Appendix A-1: Landscape Maintenance Sites
- 2.2.** Appendix A-2: Landscape Maintenance Sites (SVP)
- 2.3.** Appendix A-3: Mowing Sites
- 2.4.** Appendix A-4: Solid Waste Collection
- 2.5.** Appendix A-5: Integrated Pest Management

### **3. SITES**

- 3.1.** The landscape areas, including the schedule/frequency of the services, are listed in Exhibit B.
- 3.2.** The City reserves the right add and delete sites as may be required.

### **4. GENERAL REQUIREMENTS**

#### **4.1. Project Manager or On-Site Supervisor**

- 4.1.1.** Contractor must designate one (1) Project Manager or On-Site Supervisor to communicate with the City during normal business hours. The Project Manager is responsible for managing all aspects of the contract including staff, equipment and scheduling work. The Project Manager is the designated point of contact for the City to communicate work tasks and receive feedback. The Project Manager must be capable of communicating

effectively with City staff.

- 4.1.2. City staff will conduct inspections from time to time to determine the Contractor's conformity with the adequacy of the work being performed. Contractor shall be available for consultation and site visits with City staff as needed.

#### **4.2. Time of Operations**

- 4.2.1. Contractor shall conduct the work required in such a manner as to cause the least amount of interference to the public. Contractor shall conduct weekday operation between the hours of 7:00 a.m. and 4:00 p.m. Pacific Standard Time. Weekend operation is by written approval only.

#### **4.3. Equipment, Tools, and Materials**

- 4.3.1. Contractor shall furnish at its expense all tools, equipment, and materials required to perform the work under the contract.
- 4.3.2. The City encourages the use of electric landscape tools and equipment. These tools and equipment should be used whenever possible to reduce emissions and noise pollution.

#### **4.4. Contractor Employee Supervision**

Contractor shall ensure that the conduct and activities of its employees will not be detrimental to the interest of the public using City facilities or reflect poorly on the City. Upon written notification by the City that such conduct, in the opinion of the City, has occurred, Contractor shall promptly use reasonable measures to address the situation and prevent any recurrence.

#### **4.5. Laws to be Observed**

Contractor shall keep itself fully informed of all existing and future state and federal laws, including O.S.H.A. standards, Santa Clara County regulations, and all municipal ordinances and regulations of the City of Santa Clara which in any manner affect those engaged or employed in the provision of the services or the equipment and materials used, or which in any way affect the conduct of the services and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

#### **4.6. Public Convenience and Safety**

- 4.6.1. When working in the public right-of-way and operating equipment on public streets, Contractor shall comply with California State Vehicle Codes. Contractor is required to provide all safety cones, sign boards, and other appropriate measures and equipment as prescribed by the California Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD) for traffic control.
- 4.6.2. At no time shall Contractor drive vehicles on turf, courts or other landscape

or hardscape area(s) unless necessary to perform the work required and written permission is supplied by the City.

**4.7. Permits and Licenses**

Contractor shall procure all permits and licenses, pay all charges and fees, give all notices necessary and incidental to the due and lawful prosecution of the provision of services.

**4.8. Preservation of Property**

Due care shall be exercised to avoid injury to existing improvements or facilities, adjacent property and real or personal property that is not to be removed. Contractor shall be entirely responsible for any damage to the City's or adjacent property due to hauling materials or other causes attributable to the conduct of the work, and all such damage will be repaired by Contractor when and as directed by the City's representative, and as required to place the property in as good condition as before the commencement of the work.

**4.9. Identification**

**4.9.1.** All personnel who work under this contract shall wear clothing, which bears the Contractor's company name.

**4.9.2.** All vehicles used in performance of the work shall be clearly marked with the Contractor's name, insignia, or other identifying emblem. Such markings shall be provided at the Contractor's sole expense.

**4.10. Storage Areas**

Contractor is responsible for making its own storage arrangements for equipment, material, etc. Stockpiling material on the streets or in the public right-of-way is not allowed at any time. Materials and debris will be removed from the job sites by the end of the working day. Failure to do so will cause the City to remove the material or debris from the site and deduct the cost of said work from the Contractor's maintenance payment.

**5. MONTHLY SCHEDULE**

**5.1.** The frequency of maintenance services shall be pursuant to the schedule set forth in Exhibit B. Service days shall be determined by the City prior to start of service.

**5.2.** Contractor shall submit a monthly schedule to the City five (5) business days prior to the beginning of the next month. Changes to the schedule shall be received by the City at least twelve (12) hours prior to the scheduled time for the work. Contractor shall adjust all schedules to compensate for all holidays.

**5.3.** Failure to notify the City of a change and/or failure to perform an item of work on a scheduled day may result in deduction of payment for that date or work even though the work is performed on a subsequent day.

- 5.4. During periods when inclement weather hinders normal operations, Contractor shall adjust its work force in order to accomplish those activities that are not affected by weather.

## **6. SAFETY PROGRAM AND TRAINING**

- 6.1. Safety must be the highest priority for the Contractor's employees and for any person near the site where work is being performed. Contractor's employees shall wear a vest or uniform for easy identification. Contractor shall follow all California Department of Pesticide Regulations when applying pesticides on City property. Contractor shall wear all proper Personal Protective Equipment (PPE) while performing work on City property.
- 6.2. All services and materials must comply with the California State Division of Industrial Safety Orders and OSHA.
- 6.3. Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take the precautions required by applicable regulations of the State department of Industrial Relations and any other applicable Federal or State regulation.
- 6.4. Contractor shall have in place an Injury and Illness Prevention Program (IIPP) as required by law and provide the City with appropriate evidence within thirty (30) days of contract award.

## **7. LANDSCAPE MAINTENANCE SERVICES**

- 7.1. Landscape services shall include entire site cleanup to include but not limited to: litter cleanup, trash removal, leaf removal, and miscellaneous debris removal.
- 7.2. All litter and debris will be removed from the landscape areas which include concrete curbs, gutters, sidewalks and lanes adjacent to the median islands. All landscape debris shall be removed and disposed of by the Contractor.
- 7.3. Qualified professional personnel shall perform all pruning. Only recognized and approved methods, techniques and standards shall be used. Plants or trees pruned improperly or damaged will be replaced by Contractor with plants or trees of the same appropriate size as determined by the City.
- 7.4. Weed eaters shall not be allowed to come into contact with shrubs or trees. Damaged plant material shall be immediately replaced at Contractor's cost.
- 7.5. Excessive pruning or stubbing back will not be permitted.
- 7.6. All dead or damaged branches/plant material shall be removed.
- 7.7. Pruning cuts shall be made cleanly and with no tearing of the bark.
- 7.8. All brush is to be removed from the site. No stockpiling of debris will be allowed.
- 7.9. Pruning of shrubs and plant material shall be done for the following conditions:

- 7.9.1. To maintain clearance from hardscape, vehicles, or facilities.
- 7.9.2. To provide visibility of pedestrians and motorists.
- 7.9.3. To maintain walkways and maintenance bands free from obstructions and/or safety issues.
- 7.9.4. To improve or enhance plant growth, e.g., pruning roses in the winter, cutting back ornamental grasses and some groundcovers annually or bi-annually or as directed.
- 7.9.5. To eliminate or reduce potentially unsafe conditions.
- 7.9.6. To correct shape, particularly for wind disfigurements.
- 7.10. Landscape areas shall be kept free of weeds. Weeding may be done manually or by the use of selective weed killers with specific recommendations by a licensed Pest Control Advisor. Extreme caution shall be observed if applying selective weed killers so as not to damage any other plants. Spraying shall only be done at times when there is no wind and only in compliance with Section 12 (Integrated Pest Management).
- 7.11. Contractor shall provide after photos of landscape service sites after each service visit to the City's Project Manager via email.
- 7.12. All trees located in these designated sites shall be maintained by Contractor for roadway clearance of fourteen (14) feet and sidewalk clearances of twelve (12) feet. All sucker/water sprouts up to twelve (12) feet shall be maintained by the contractor.

## **8. MOWING SERVICES**

- 8.1. The City desires to have a well-groomed appearance after mowing with no visible debris, straight lines and all turf trimmed to the same height as the mowing. Lawns shall be cut to a height as specified by the City.
- 8.2. All debris shall be removed by the Contractor prior to mowing. All grass clippings shall be gathered and removed from site.
- 8.3. Blowing of all hardscape surfaces around turf areas and cleanup of clippings.
- 8.4. Landscape areas shall be kept free of weeds. Weeding may be done manually or by the use of selective weed killers with specific recommendations by a licensed Pest Control Advisor. Spraying shall only be done at times when there is no wind and only in compliance with Section 12 (Integrated Pest Management).
- 8.5. Mowing is not recommended during wet weather; the determination not to mow in any given week will be made with the City.
- 8.6. The cutting edges of all mowing equipment shall be kept in a sharp condition. If reel type mowers are used, they shall be kept in proper adjustment. Bruising, scalping or rough cutting of lawn will not be permitted.

- 8.7. All edges shall be trimmed after each mowing or as necessary to maintain a neat, trim appearance.

## **9. SOLID WASTE COLLECTION**

- 9.1. Contractor shall empty all trash cans and pickup/remove all litter, debris, and solid waste within 20' radius around the trash cans.
- 9.2. Contractor shall provide new durable 2.0 mil plastic liners for all trash cans at Contractor's expense.

## **10. CLOSED LANDFILL LANDSCAPE SERVICES**

At City's request, Contractor shall provide as-needed landscape services, to include but not limited to fallen tree branch removal, shrubbery removal, turf mowing and distribution of mulch and/or compost. Contractor shall prepare and submit a written description of the work with an estimate of labor, materials, tools, equipment and time to complete. Contractor must receive written authorization from the City prior to commencing any work under this section.

## **11. SPECIAL PROVISIONS FOR SVP SITES**

### **11.1. Escort**

Work will include landscape areas in exterior and interior of SVP facilities. Interior work consists of work inside a secure fenced area and requires SVP escort.

### **11.2. Personal Protective Equipment (PPE)**

Contractor shall be responsible for providing all personal protective equipment (PPE) for its employees working in the interior area. PPE to include FR (Flame Resistant) clothing at a rating determined by SVP, hardhat, safety glasses, working boots and safety vests as required.

### **11.3. Pre-/Post-Emergent Herbicide Applications**

- 11.3.1. Contractor shall apply pre/post emergent herbicides at designated SVP sites as listed in Exhibit B.
- 11.3.2. Contractor shall coordinate the entire application process with SVP. These applications shall be made during the months of November and April, to take advantage for the rain window to activate the material. Contractor shall also provide two spot treatment applications during the months of December and May (weather dependent).
- 11.3.3. Contractor shall obtain prior approval from the City for all products to be used. The selected material shall have a dye tracer.

## **12. INTEGRATED PEST MANAGEMENT**

- 12.1. Contractor shall comply with all federal, state and local rules and regulations that govern the use of pesticides including the City's Integrated Pest Management (IPM) policy (attached as Appendix A-1). Contractor shall apply all pesticides with extreme

care to avoid any hazard to persons, pets, property and the environment.

- 12.2.** Contractor shall apply pesticides, herbicides or other growth regulators as weather and turf conditions dictate, and only upon specific approval by the City's Pest Control Advisor (PCA). All pesticide use on City property shall be subject to advance approval by the City.
- 12.3.** Qualified Applicator Certificate (QAC) or Qualified Applicator License (QAL) shall be required for Contractor's employees approved to apply herbicides or growth regulators in the specific category of the pest being controlled.

### **13. ADDITIONAL SERVICES**

- 13.1.** The City may require additional services within the areas covered by the resulting contract. Additional services include but are not limited to additional mowing services, weed abatement, aeration, fertilization, and other related landscape maintenance services.
- 13.2.** Prior to performing any additional services, Contractor shall prepare and submit a written description of the work with an estimate of labor, materials, tools, equipment and time to complete. The only exception shall be when a condition exists wherein there is imminent danger of injury to the public or damage to property, in which case verbal estimate and authorization may be used. Within twenty-four (24) hours after verbal authorization, Contractor shall prepare a written estimate for the City's approval.

## APPENDIX A-1 LANDSCAPE MAINTENANCE SITES

### 1. EDWARDS (PG &E TOWERS)

Along Edwards Avenue between Nelo Street and Laurelwood Road, there are three (3) high-voltage towers in the center of the road. Each tower has a small landscape area at its base that needs to be maintained.

#### 1.1. General Location



#### 1.2. Picture of PG&E Tower 1



1.3. Picture of PG&E Tower 2



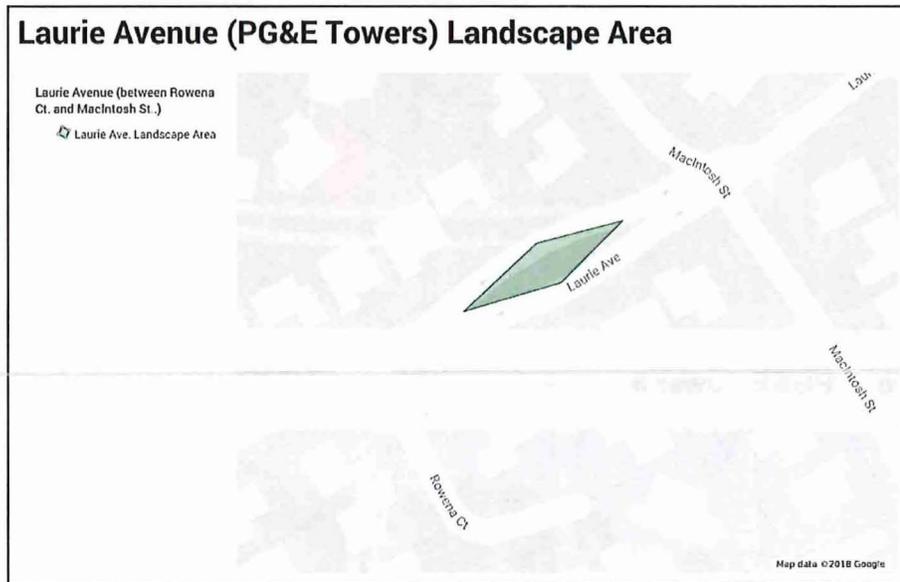
1.4. Picture of PG&E Tower 3



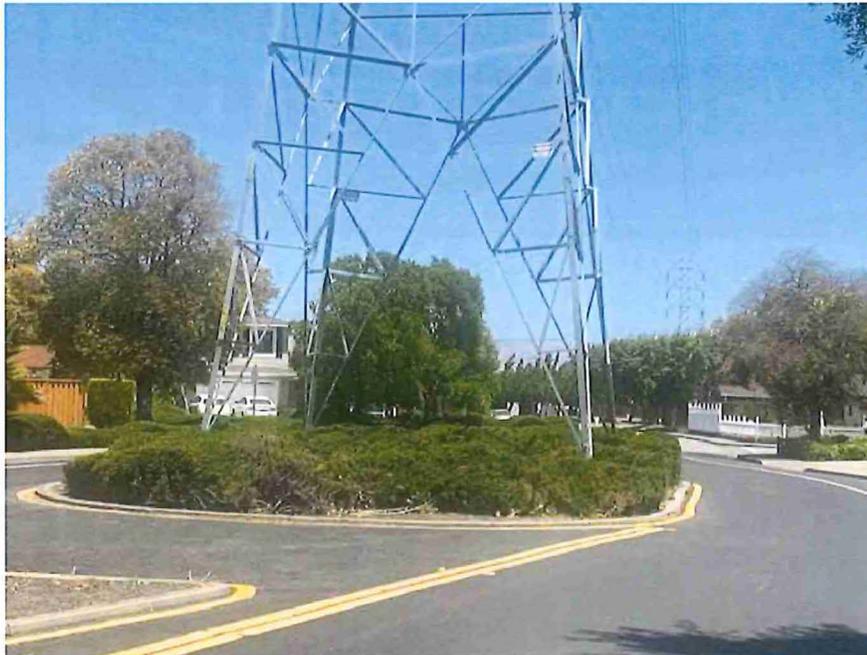
## 2. LAURIE AVENUE (PG & E TOWER)

Laurie Avenue between Rowena Court and MacIntosh Street, there is a high-voltage tower in the center of the road. This tower has a small landscape area at its base that needs to be maintained for vehicular site line clearance, trash, and weed control.

### 2.1. General Location of PG&E Tower (Laurie Avenue)



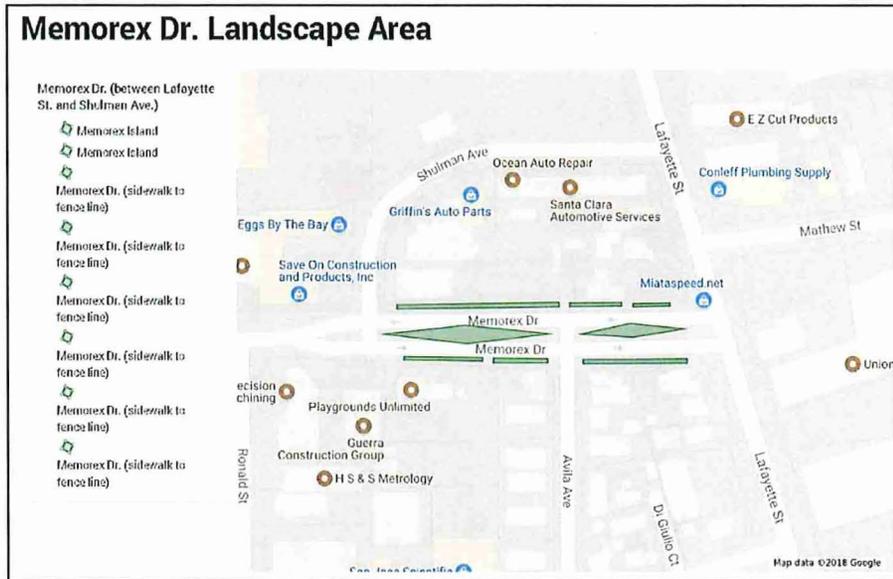
### 2.2. Picture of PG&E Tower (Laurie Avenue)



### 3. MEMOREX

Memorex Avenue between Lafayette Street and Shulman Avenue has landscaping in the center median and behind the sidewalk to fence line on both the north and south side of Memorex Avenue.

#### 3.1. General Location of Maintenance Site (Memorex Avenue)



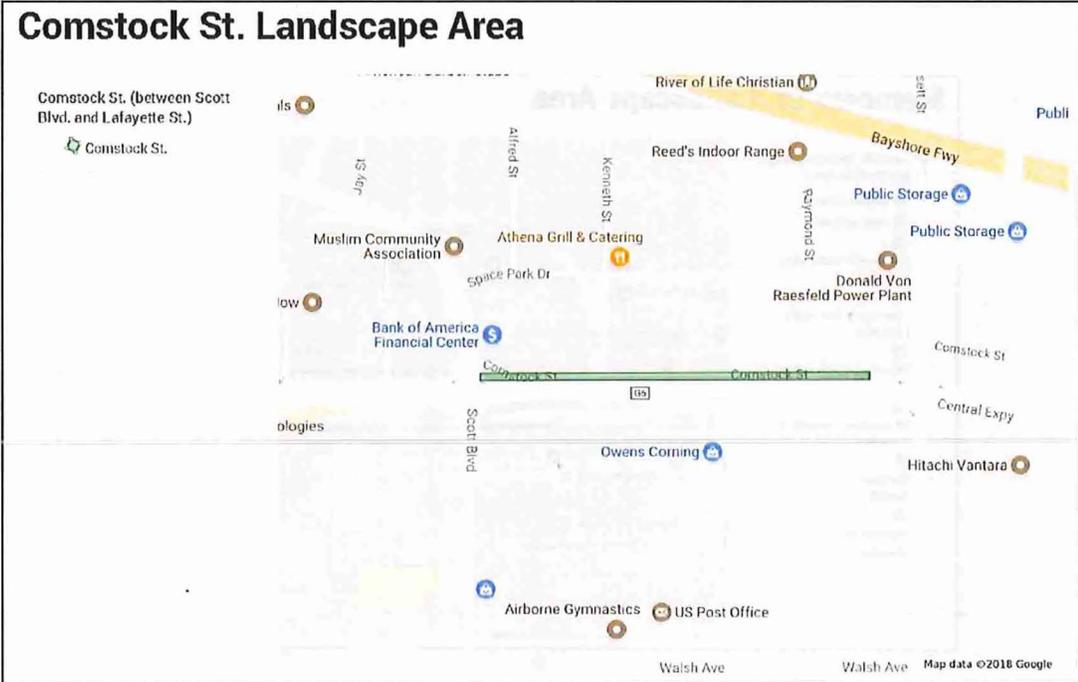
#### 3.2. Picture of Center Median (Memorex Avenue)



**4. COMSTOCK**

Comstock St. between Scott Blvd. and Lafayette St. (Central Expressway fence line).

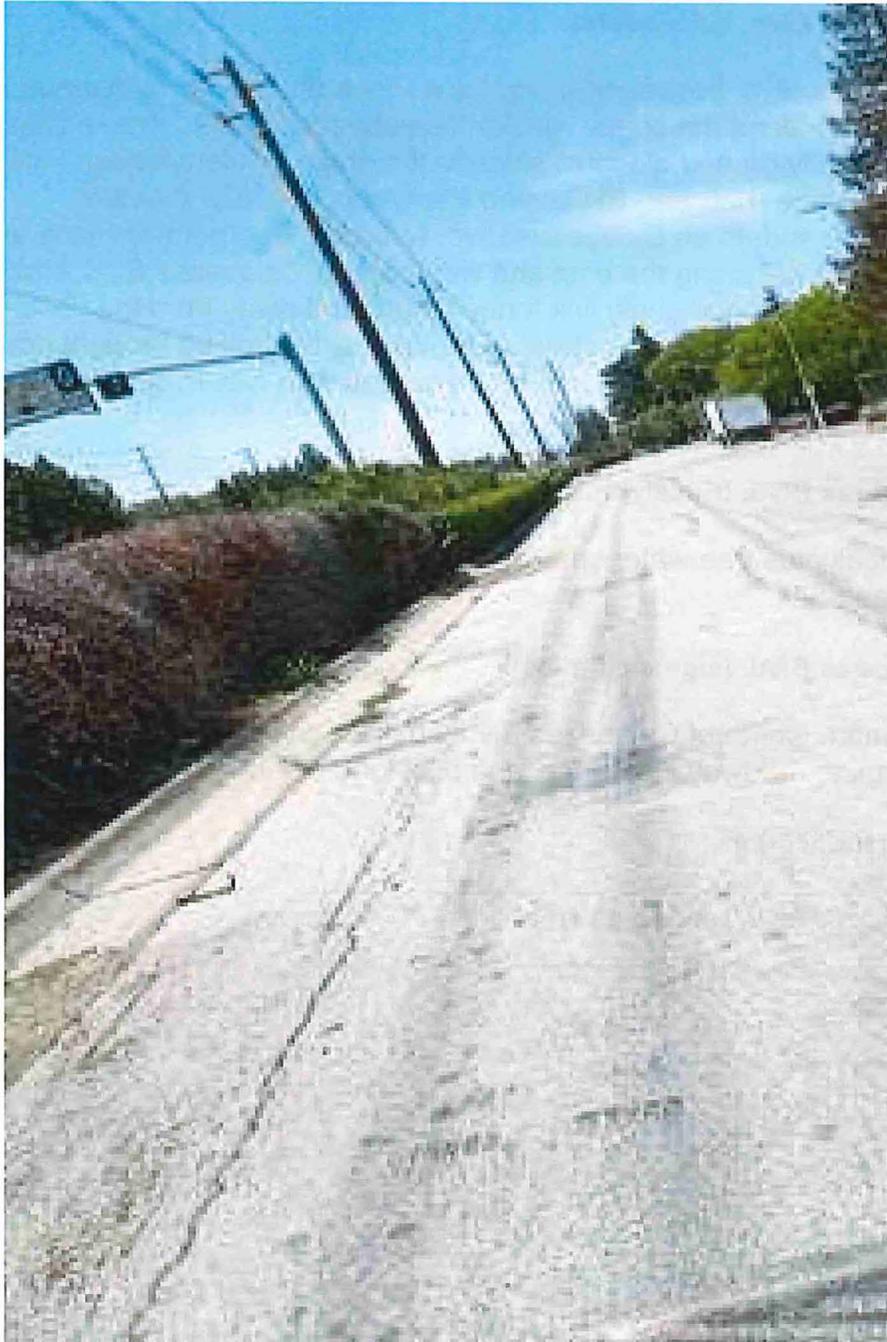
**4.1. General Location**



**4.2. Picture 1**



4.3. Picture 2



## 5. CALABAZAS BLVD.

### 5.1. Calabazas Blvd. (Oleanders)

Calabazas Blvd. between Georgetown Place and Pomeroy Avenue has Oleanders along the center median (Calabazas Creek). These Oleanders shall be fully pruned along all sides to the chain link fence height and along the back side (between El Camino Real and San Juan Avenue). These Oleanders on Calabazas Blvd. between Georgetown Place and Monroe Street along the east and west side of Calabazas Blvd. shall be pruned down to the chain link fence height and away from the chain link fence along the east side of the street. The west side shall be brought down to previous trim points which can be discussed with City Project Manager prior to pruning.

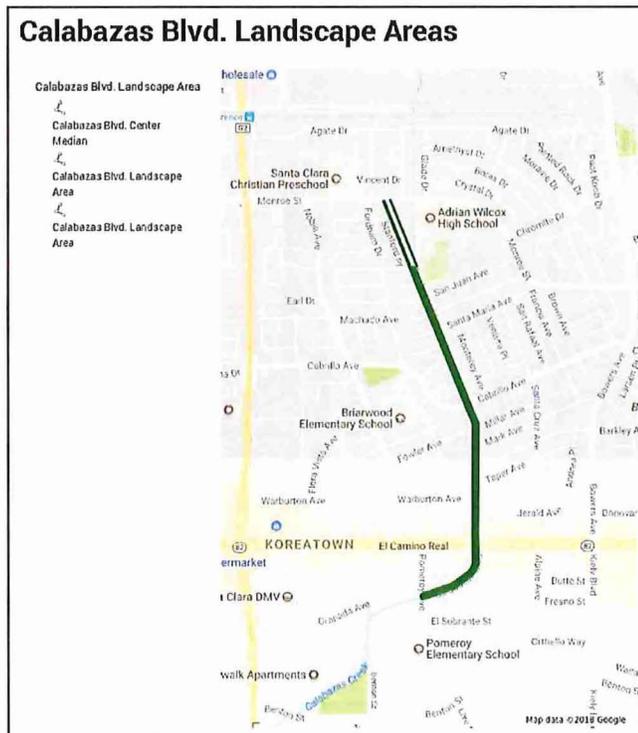
### 5.2. Calabazas Blvd. (Eucalyptus)

All Eucalyptus tree water sprouts up to 12 feet high shall be pruned back to the tree trunk.

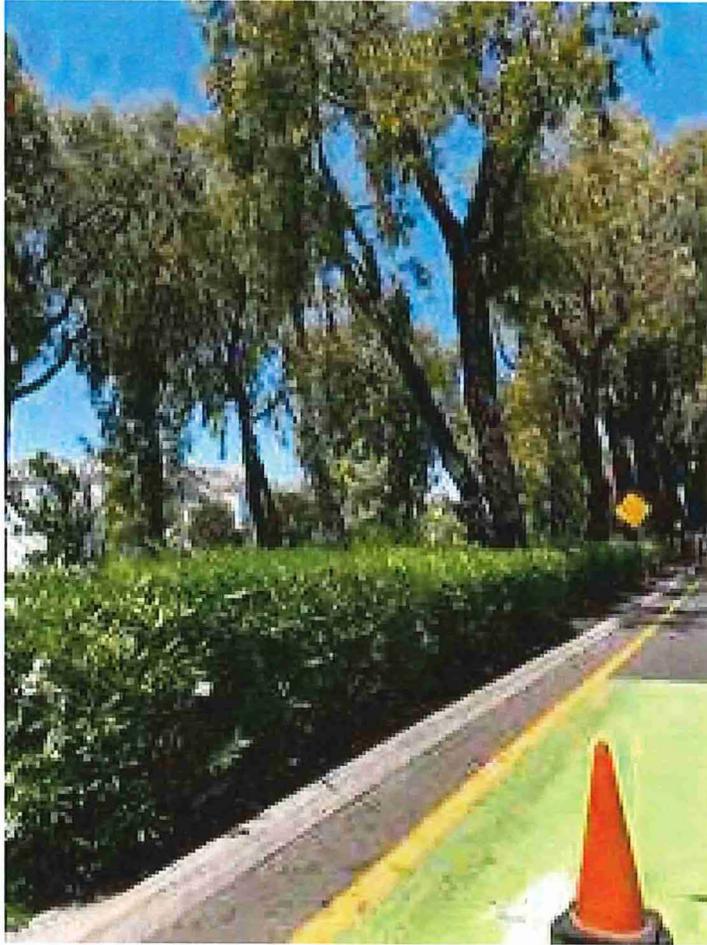
### 5.3. Calabazas Blvd. (sign clearance)

The entire length of Calabazas Blvd. shall be checked and pruned for sign clearance, roadway clearance, and bike lane clearance.

### 5.4. General Location



5.5. Picture 1



5.6. Picture 2

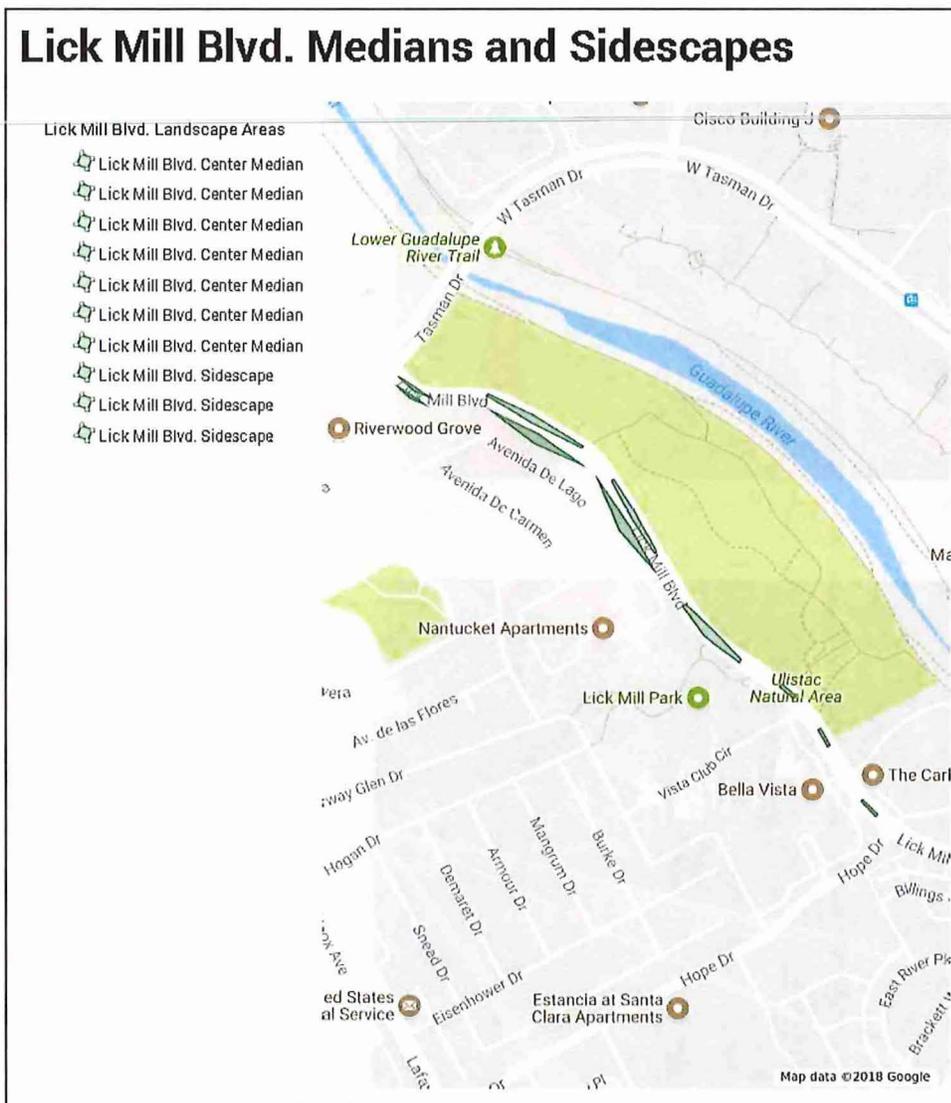


## 6. LICKMILL CENTER MEDIANS

Lickmill Blvd. center median between Hope Drive and Tasman Drive— Contractor shall trim shrubbery, as needed, to keep the material inbounds and not interfere with traffic. Area shall be kept litter and weed free.

## 7. LICKMILL SIDESCAPE

Lickmill Blvd. sidescape - westside of Lickmill Blvd. approximately 500 feet south of Tasman Drive, area begins and runs south to the Nantucket Apartment complex. The sound wall is covered with fig vine and shall be kept tight to the wall so as not to separate from the wall surface. Contractor shall be responsible for any graffiti on any section of the wall that was allowed to become overgrown thus separating from the sound wall. Area shall be kept litter and weed free.



**7.1. Picture 1**



**7.2. Picture 2**



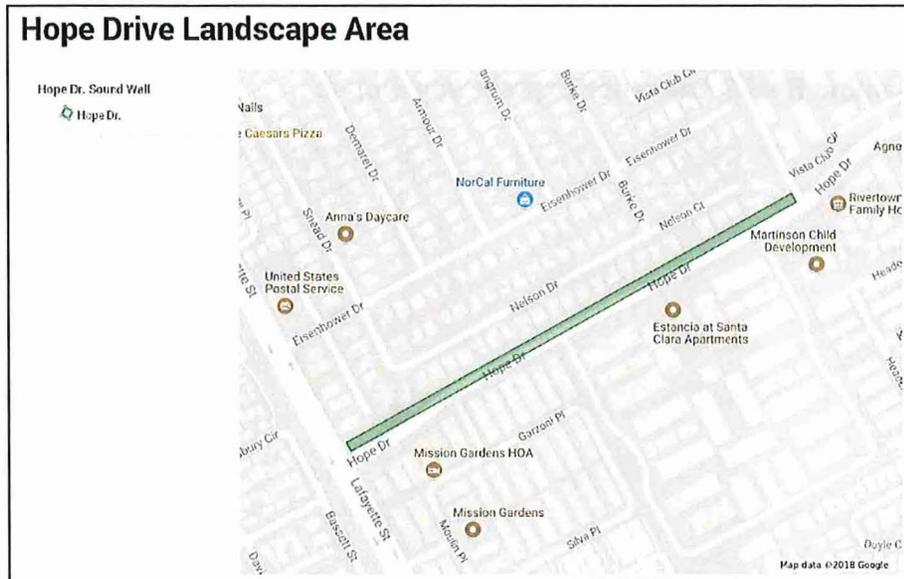
7.3. Picture 3



## 8. HOPE DRIVE

Hope Drive sound wall is located between Lafayette and Lickmill Blvd. Along the northern sound wall, fig vine has been established and allowed to cover the entire wall. Contractor shall be responsible for any graffiti on any section of the wall that was allowed to become overgrown thus separating from the sound wall.

### 8.1. General Location



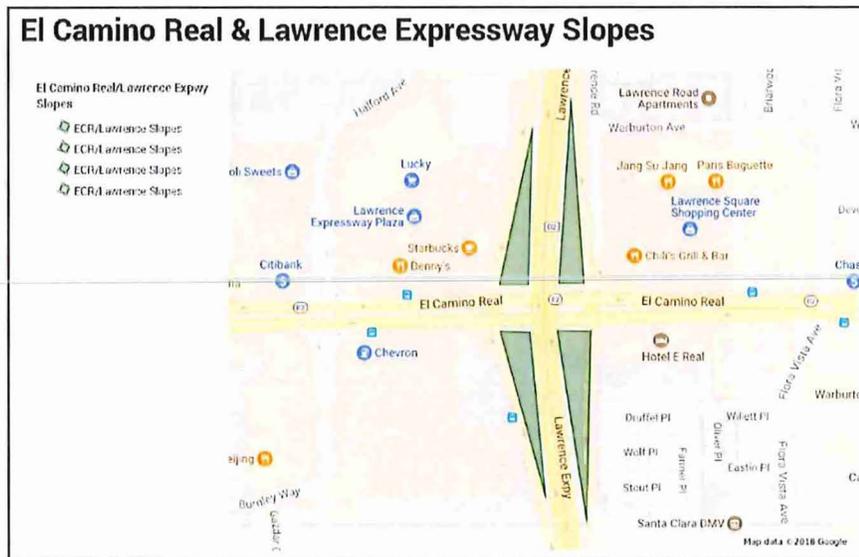
### 8.2. Pictures 1 and 2



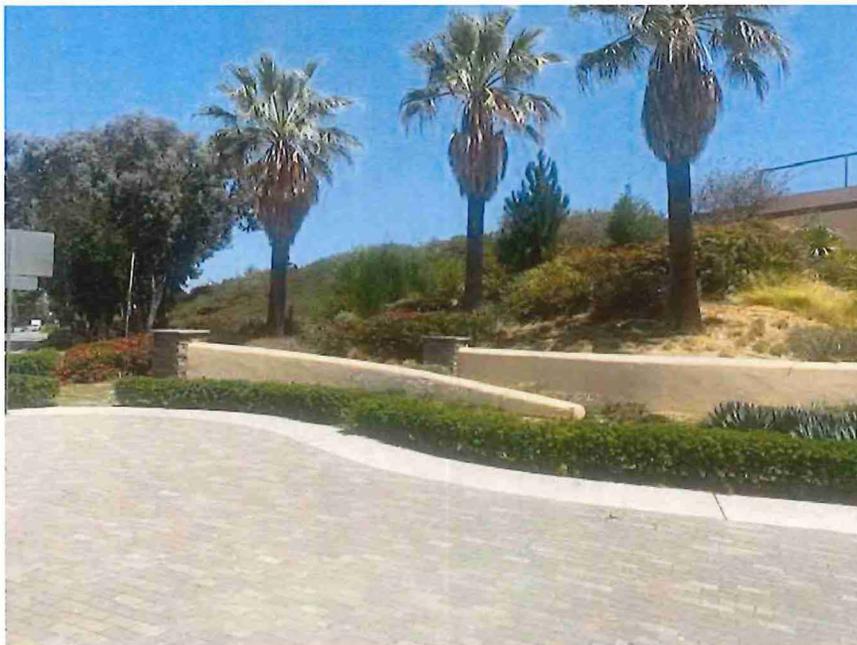
## 9. EL CAMINO REAL AND LAWRENCE EXPRESSWAY

On/off ramps from ECR and Lawrence Expressway – these are the side slope areas off of Lawrence Expressway.

- 9.1. El Camino Real and Lawrence Expressway (litter & weed service only)
- 9.2. El Camino Real and Lawrence Expressway (landscape services)
- 9.3. General Location



### 9.4. Picture 1



9.5. Picture 2



9.6. Picture 3



**11. HARRIS-LASS HOUSE**

**11.1. Picture 1**



**11.2. Picture 2**



11.3. Picture 3



13. 1021 / 1031 EL CAMINO REAL LOT

13.1. Picture 1



13.2. Picture 2



**APPENDIX A-2  
LANDSCAPE MAINTENANCE SITES (SVP)**

**1. AGNEW SUBSTATION**

1.1. Picture 1

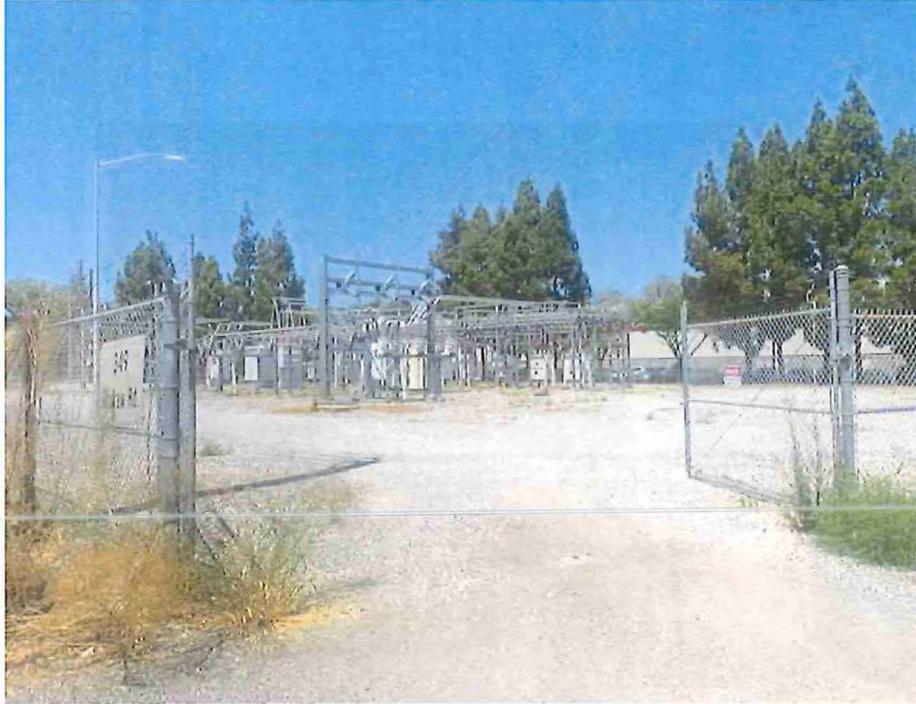


1.2. Picture 2



### 3. BROKAW SUBSTATION & LAYDOWN YARD

#### 3.1. Picture 1



#### 3.2. Picture 2



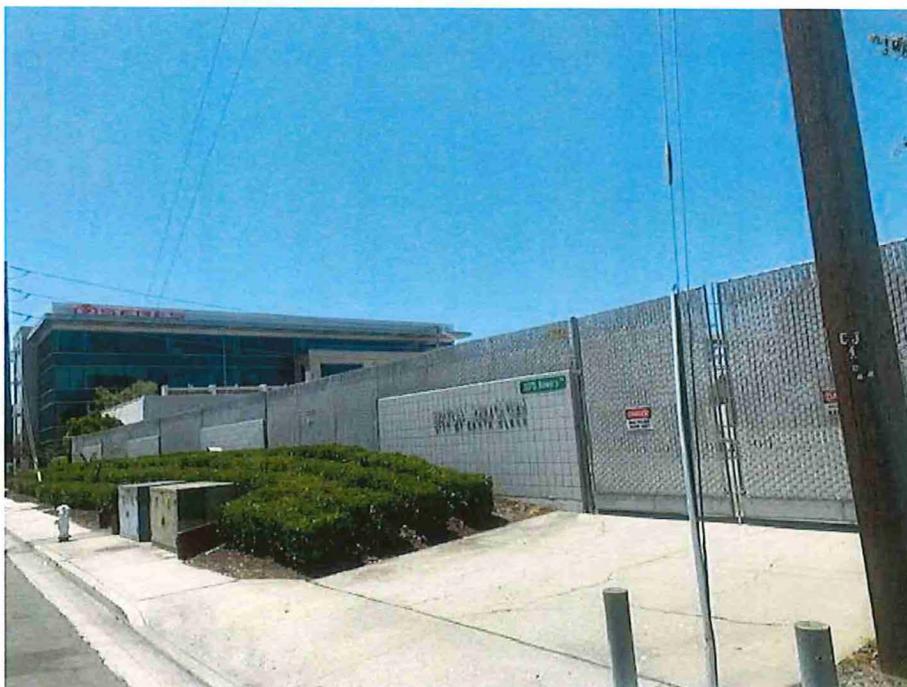
#### 4. CCA SUBSTATION

##### 4.1. Picture 1



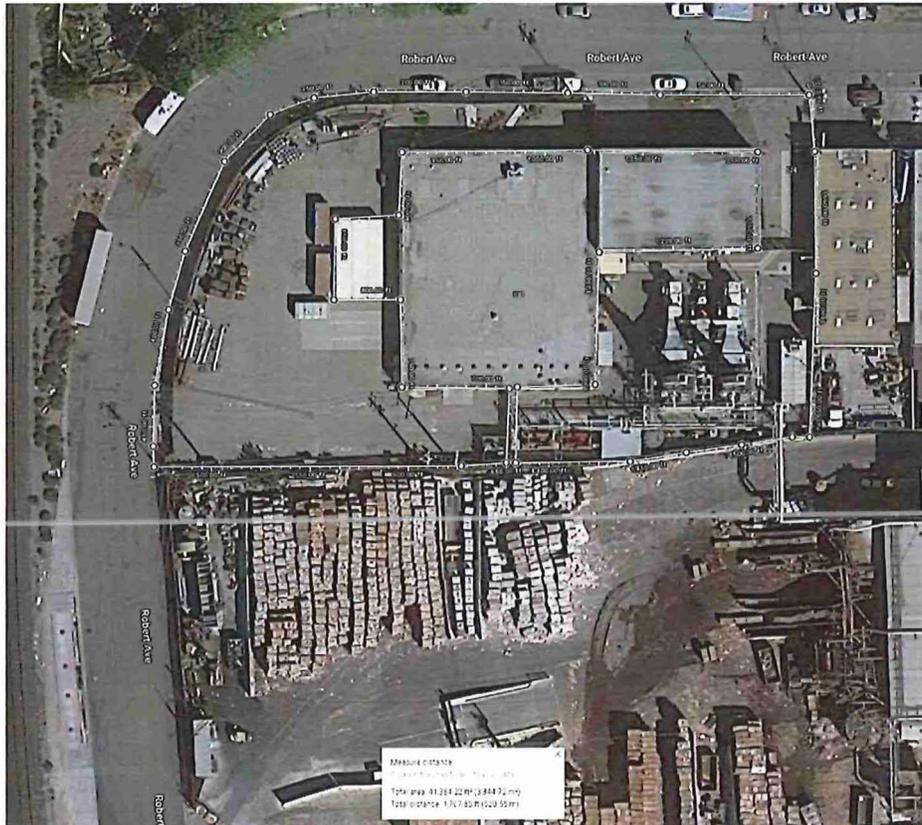
#### 5. CENTRAL SUBSTATION

##### 5.1. Picture 1



## 6. COGEN POWER STATION

### 6.1. Picture 1

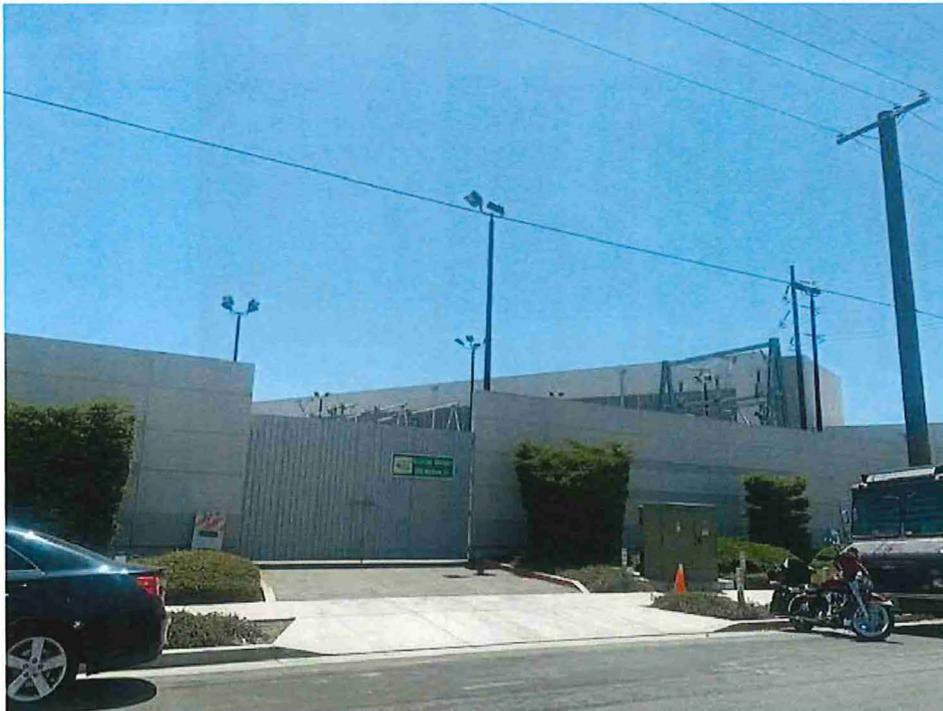


## 7. DE LA CRUZ LOOP JUNCTION

### 7.1. Picture 1



### 7.2. Picture 2

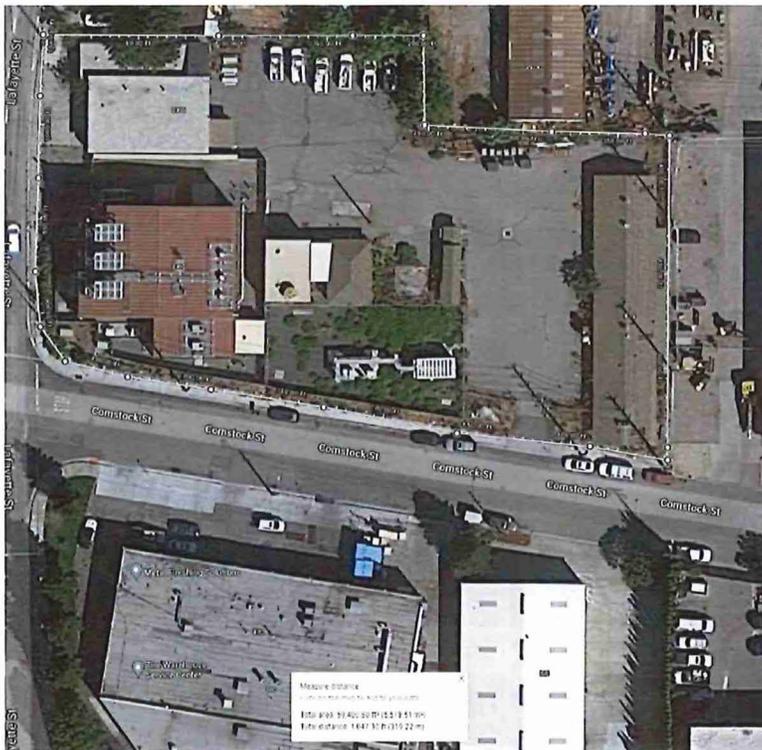


## 8. DVR GAS COMPRESSOR BUILDING

### 8.1. Picture 1



### 8.2. Picture 2



**9. DVR GAS PIPELINE**

**9.1. Picture 1**

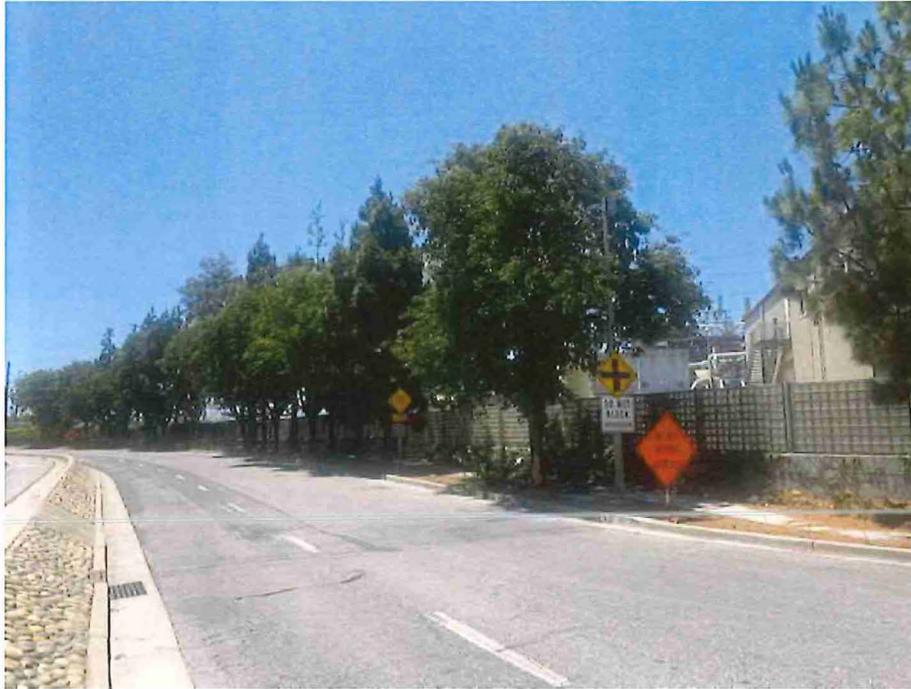


**9.2. Picture 2**



## 10. DVR POWER STATION

### 10.1. Picture 1



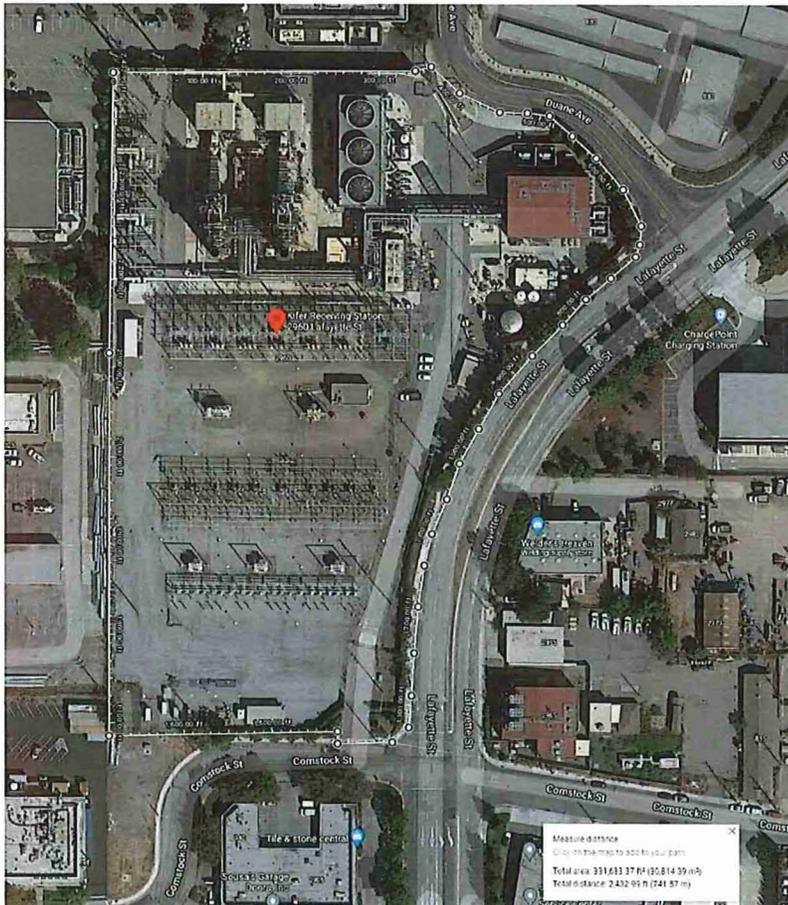
### 10.2. Picture 2



10.4. Picture 3

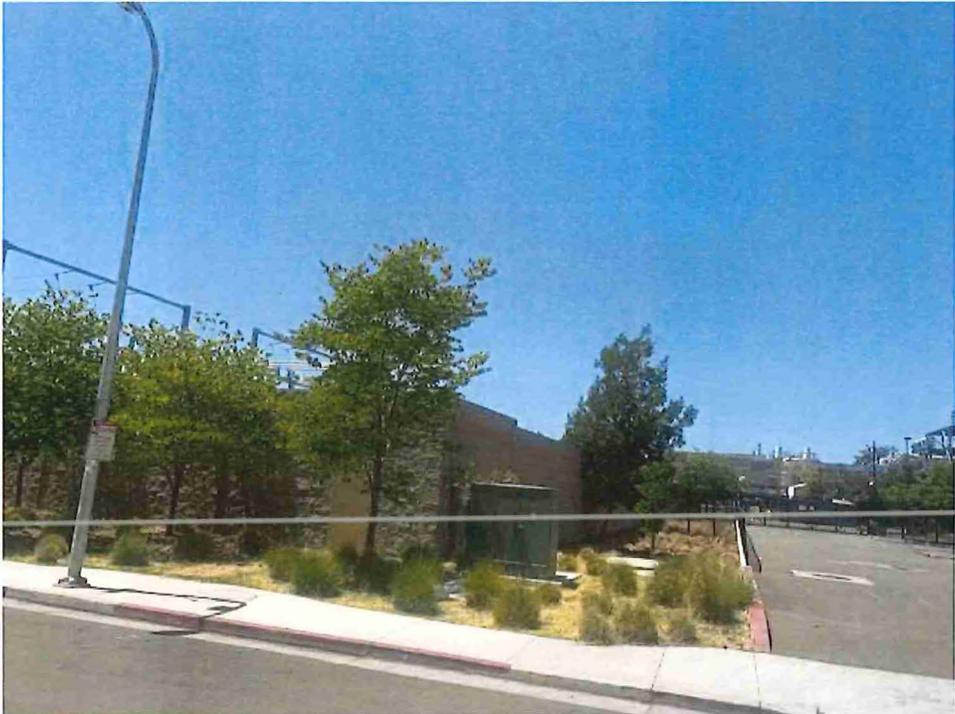


10.5. Picture 4

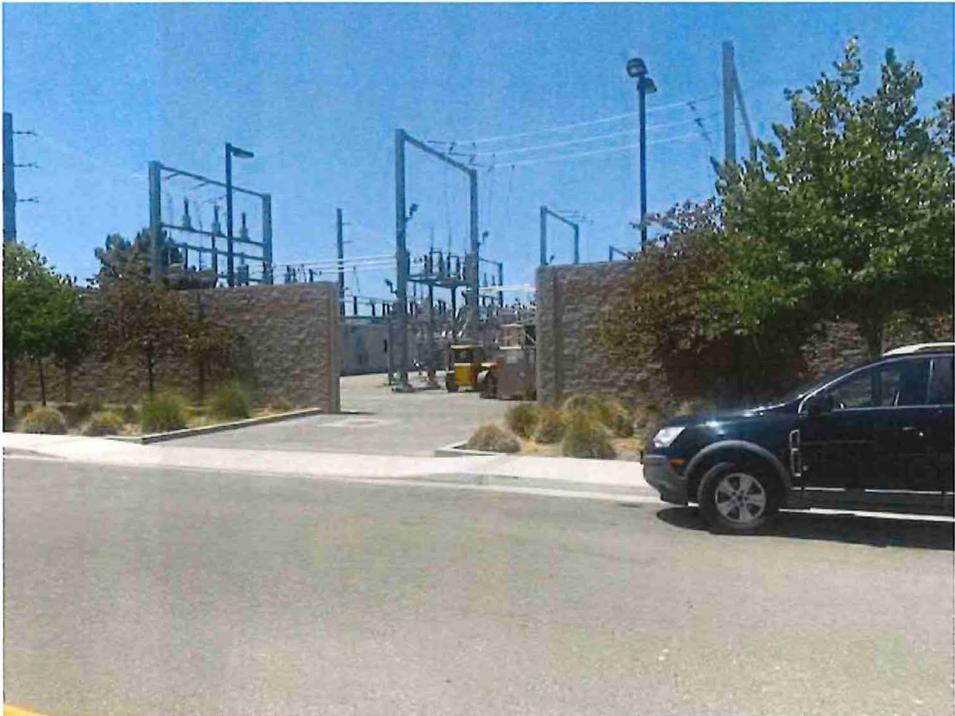


**11. FAIRVIEW SUBSTATION**

**11.1.** Picture 1



**11.2.** Picture 2



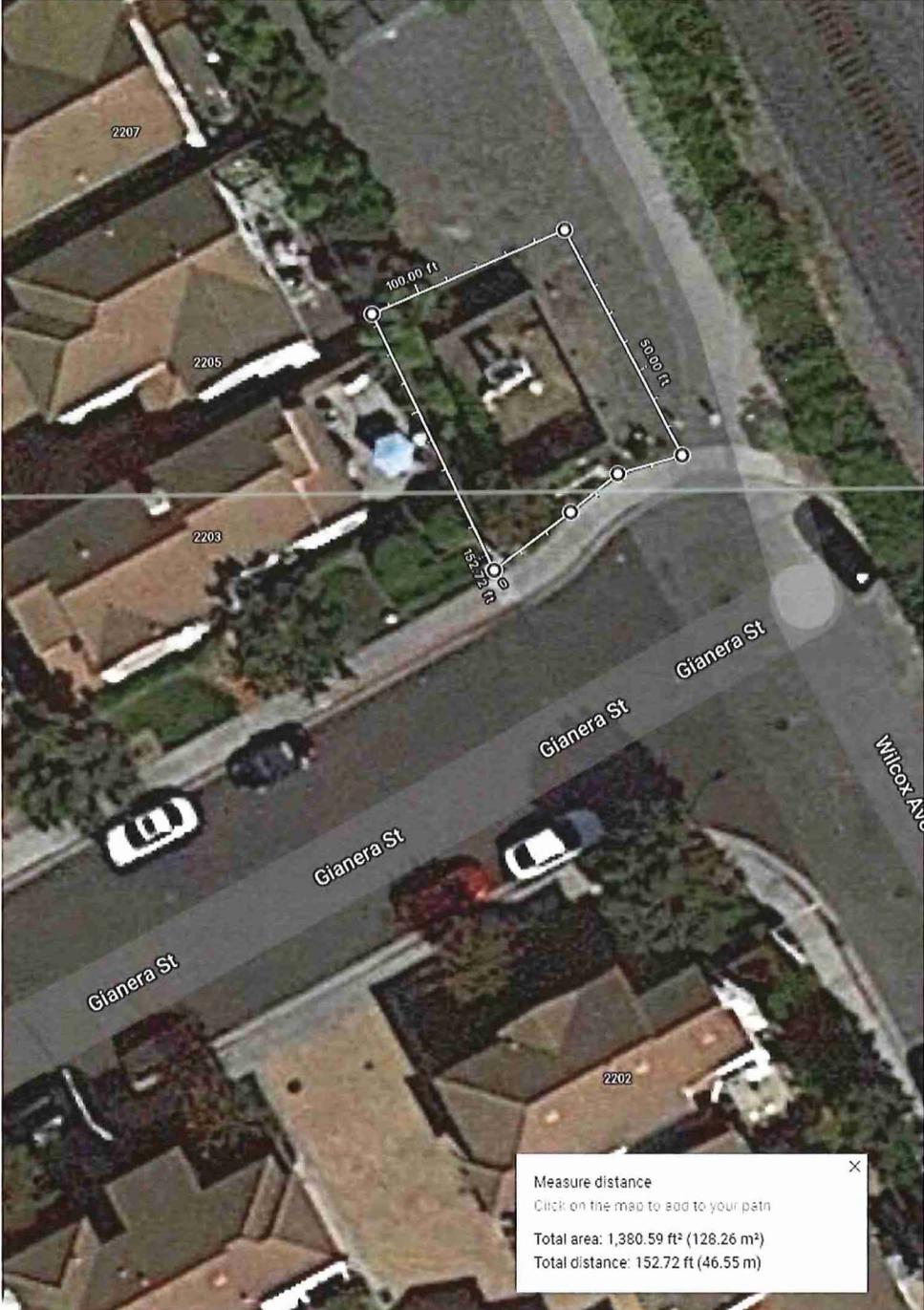
## 12. FIBERGLASS LOOP JUNCTION

### 12.1. Picture 1



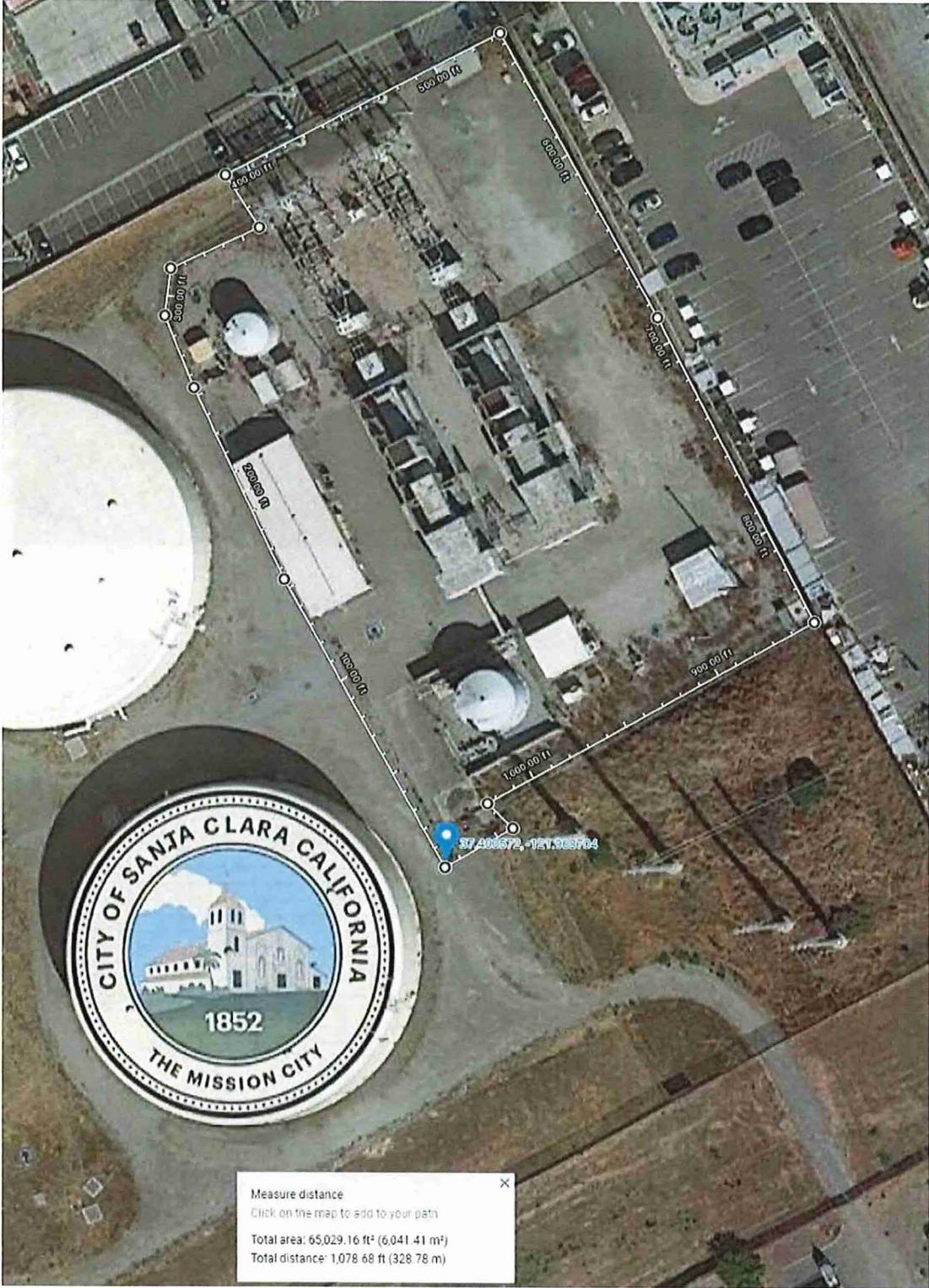
13. GIANERA/DVR METERING STATION

13.1. Picture 1

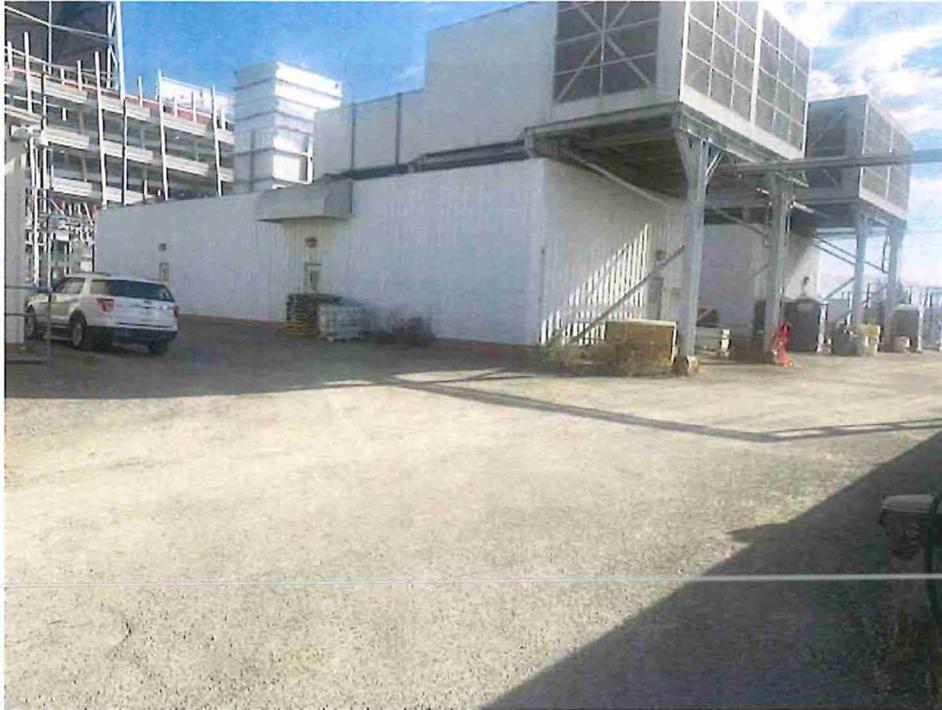


14. GIANERA POWER STATION

14.1. Picture 1



14.2. Picture 2



14.3. Picture 3



14.4. Picture 4



**16. HOMESTEAD SUBSTATION**

**16.1. Picture 1**



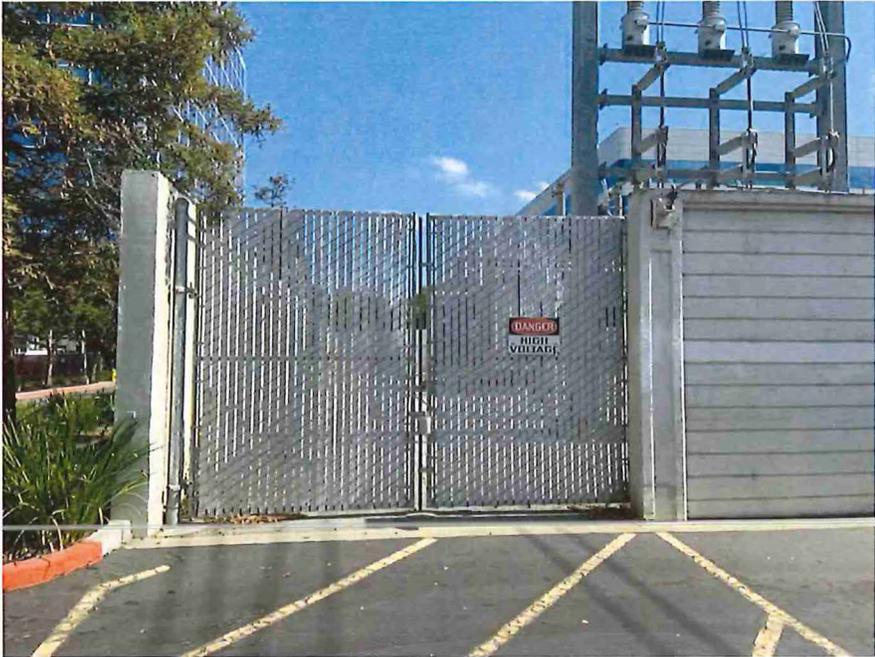
## 18. JENNY STRAND SOLAR

### 18.1. Picture 1



**19. JULIETTE SUBSTATION**

**19.1. Picture 1**



**19.2. Picture 2**



## 20. KENNETH SUBSTATION

### 20.1. Picture 1



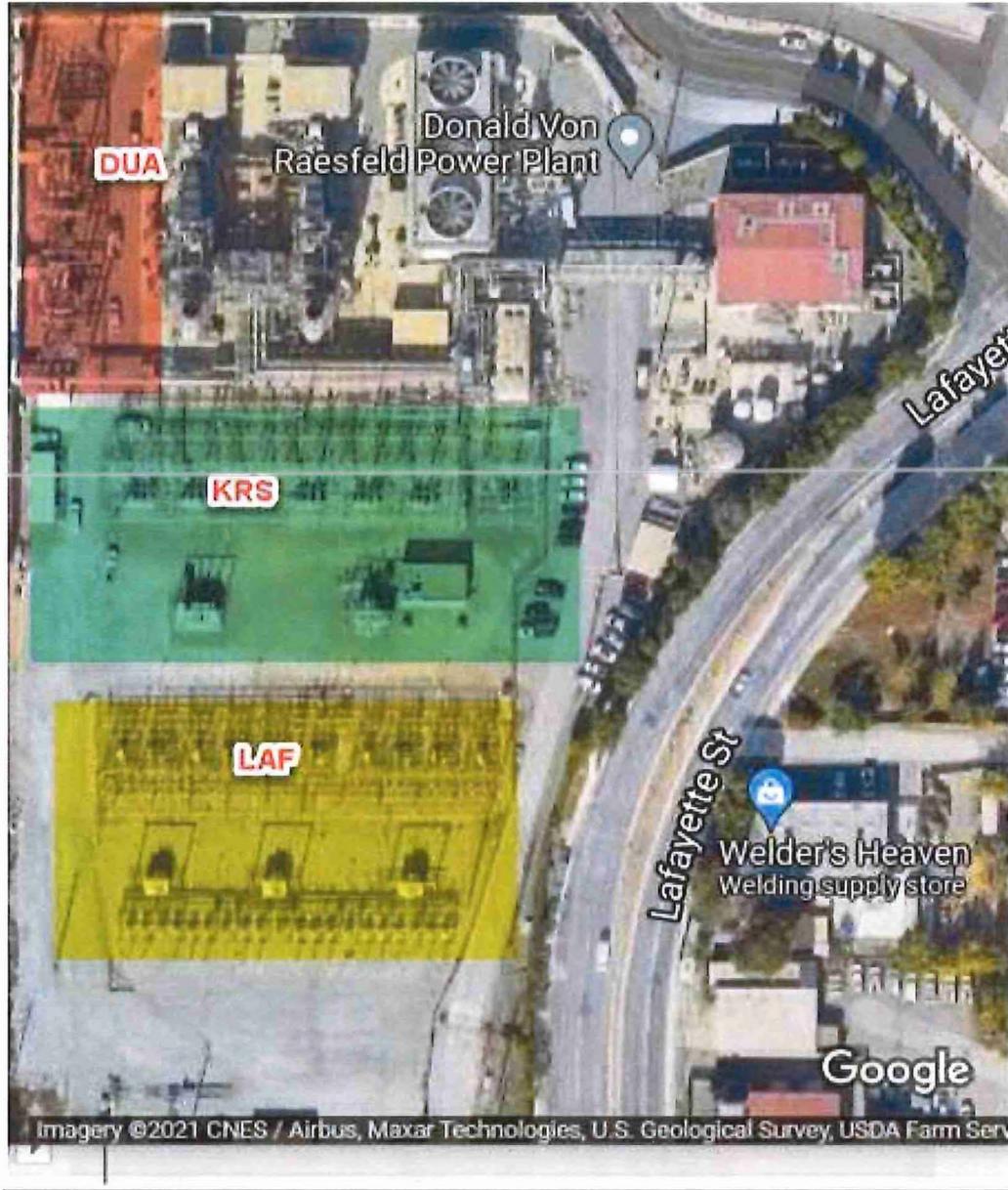
## 21. LAFAYETTE SUBSTATION / KIFER RECEIVING STATION / DUANE SUBSTATION (ENTRANCE)

### 21.1. Picture 1



22. DUANE SUBSTATION (RED) / KIFER RECEIVING STATION (GREEN) / LAFAYETTE SUBSTATION (YELLOW)

22.1. Picture 1



## 23. MATHEW SUBSTATION

### 23.1. Picture 1



### 23.2. Picture 2



## 24. MISSION SUBSTATION

24.1. Picture 1



24.2. Picture 2



24.3. Picture 3

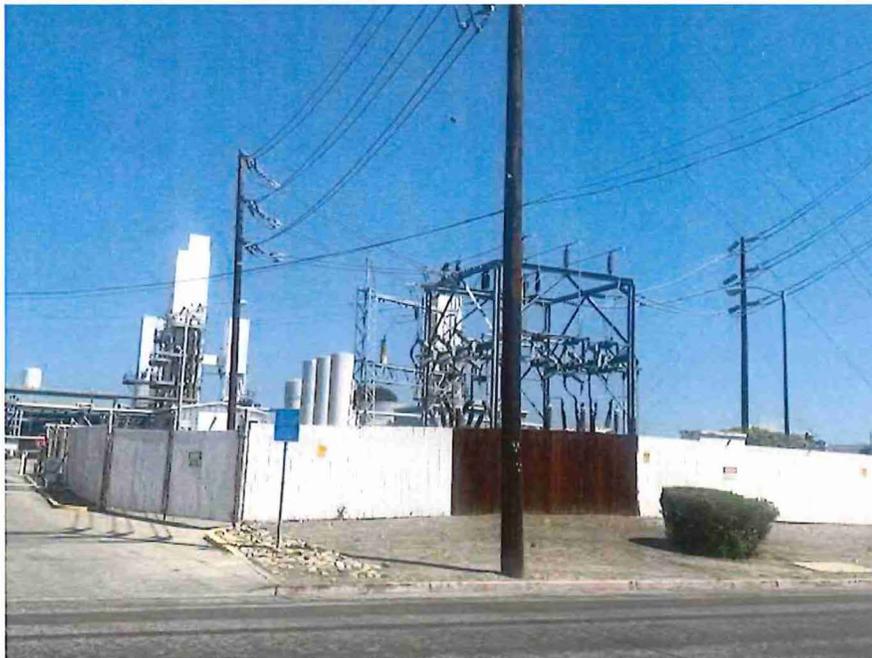


## 25. NORMAN AVE LOOP JUNCTION

25.1. Picture 1



25.2. Picture 2



**26. NORTHERN RECEIVING STATION**

**26.1. Picture 1**

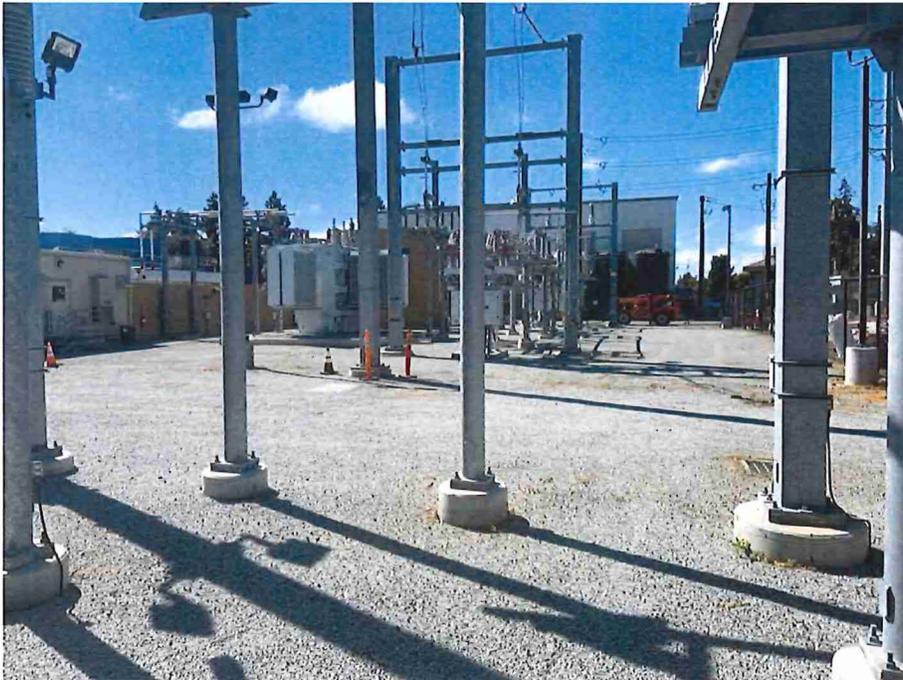


## 27. NORTHWESTERN SUBSTATION

27.1. Picture 1



27.2. Picture 2



**28. OAK JUNCTION SUBSTATION**

28.1. Picture 1



**29. PALM SUBSTATION**

29.1. Picture 1

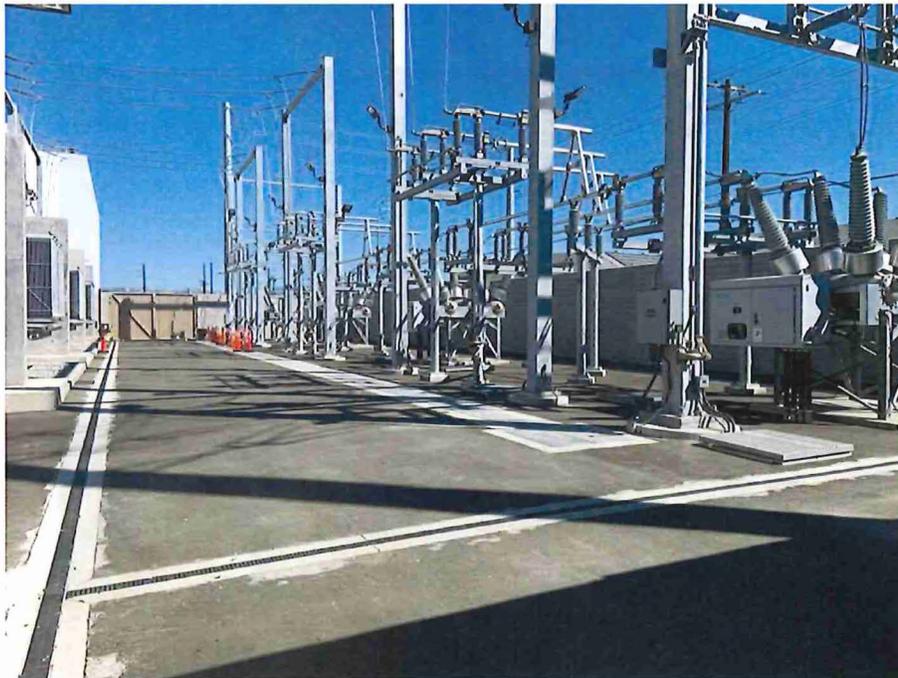


## 30. PARKER SUBSTATION

### 30.1. Picture 1



### 30.2. Picture 2



**31. RAYMOND SUBSTATION / SCOTT RECEIVING STATION**

**31.1. Picture 1**



## 32. SERRA SUBSTATION

### 32.1. Picture 1



### 32.2. Picture 2



### 33. SSS SUBSTATION

33.1. Picture 1

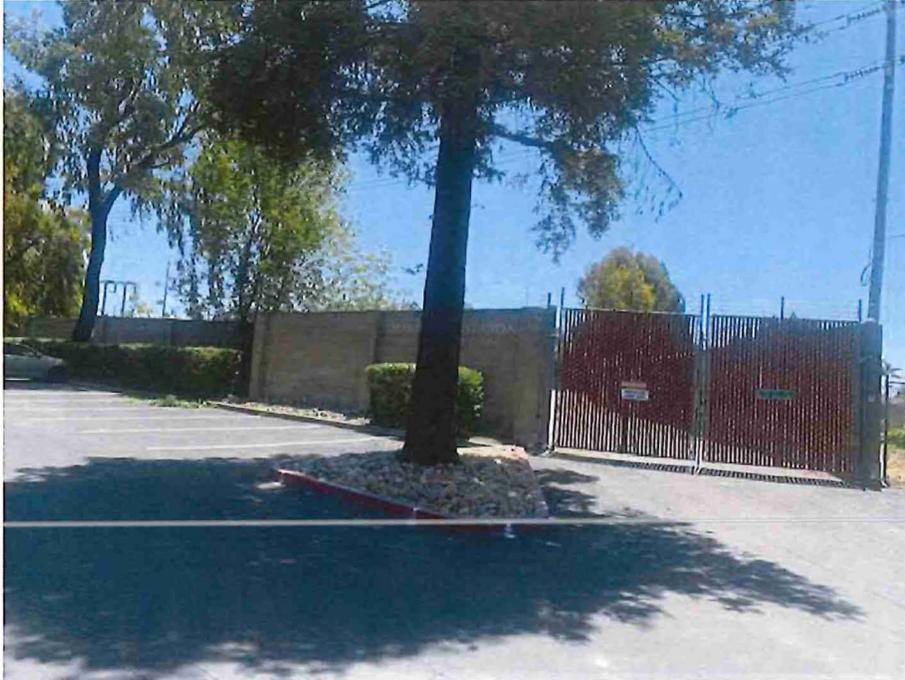


33.2. Picture 2



## 34. URANIUM SUBSTATION

### 34.1. Picture 1



## 36. UTILITY CENTER

### 36.1. Picture 1



### 36.2. Picture 2



36.4. Picture 3

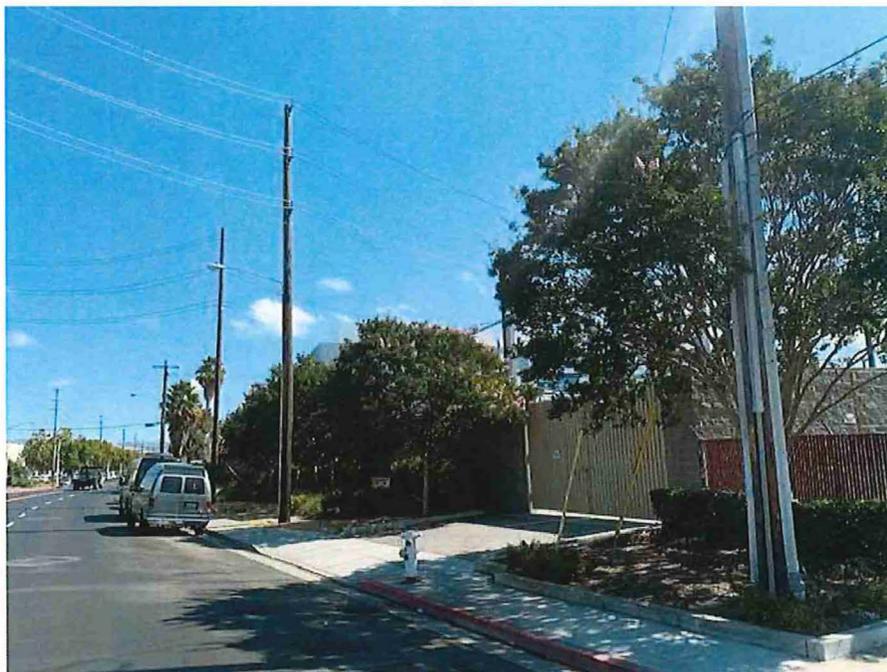


## 37. WALSH SUBSTATION

37.1. Picture 1



37.2. Picture 2



## 38. ZENO SUBSTATION

### 38.1. Picture 1



**APPENDIX A-3  
MOWING SITES**

**1. CITY HALL**

1.1. Picture 1



1.2. Picture 2



1.4. Picture 3



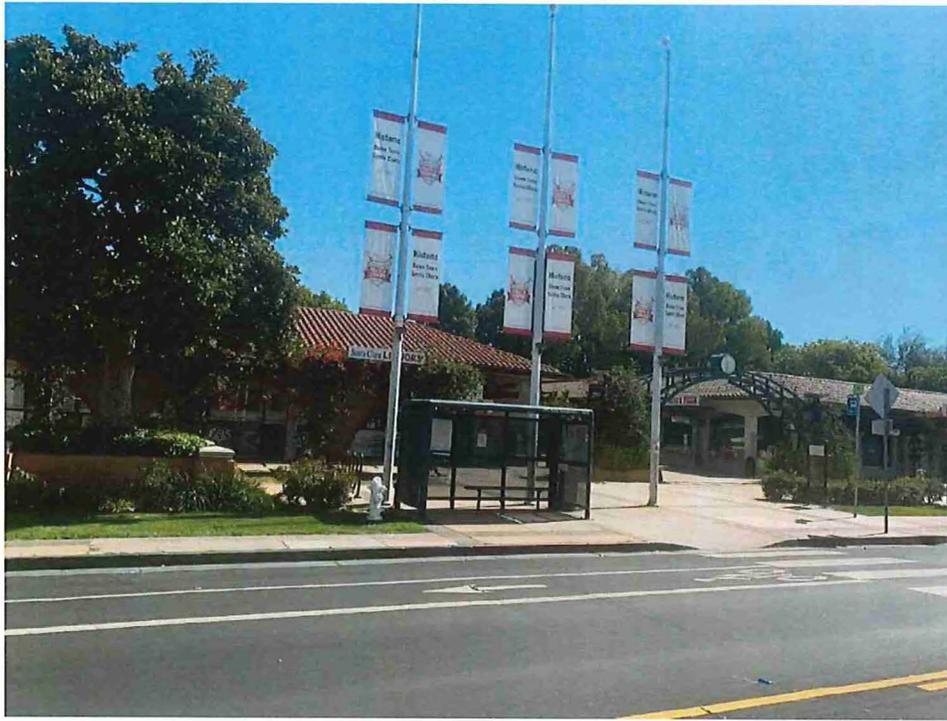
2. FIRE DEPARTMENT ANNEX

2.1. Picture 1

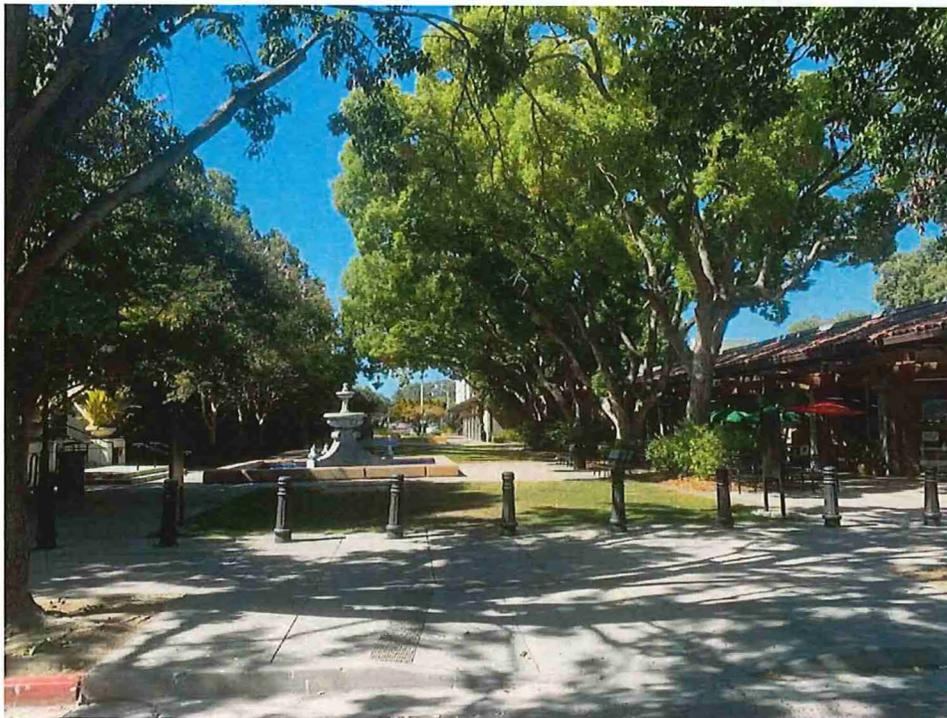


### 3. FRANKLIN SQUARE

#### 3.1. Picture 1



#### 3.2. Picture 2



#### 4. JEFF GOODFELLOW PARK

##### 4.1. Picture 1



##### 4.2. Picture 2

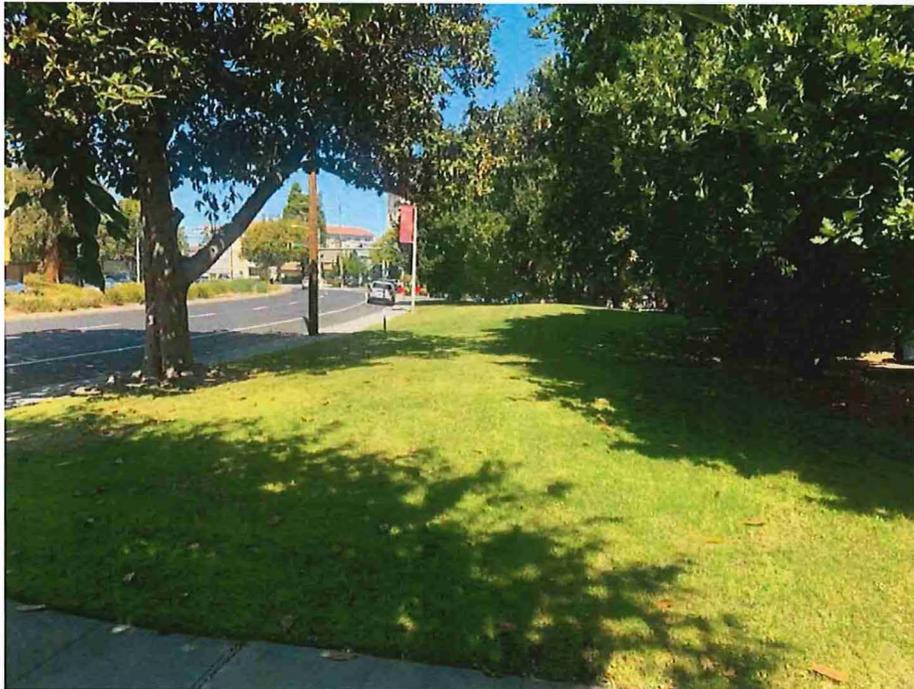


**6. LAFAYETTE CUT THROUGH**

**6.1. Picture 1**



**6.2. Picture 2**



## 8. POLICE DEPARTMENT

### 8.1. Picture 1



### 8.2. Picture 2



8.3. Picture 3



9. STREET CORPORATION YARD

9.1. Picture 1



**11. TRITON MUSEUM**

11.1. Picture 1



**12. WILSON HOUSE**

12.1. Picture 1



APPENDIX A-4  
SOLID WASTE COLLECTION

1. VTA TRASH CANS

1.1. Standard photo of a VTA trash can



*See next page.*

## 2. PUBLIC LITTER CANS

### 2.1. Maps indicating the locations of thirteen (13) public litter cans.





2.2. Standard photo of a public litter can



**APPENDIX A-5  
POLICY TO REQUIRE AN INTEGRATED PEST MANAGEMENT  
APPROACH TO PEST CONTROL AT ALL CITY OWNED PROPERTIES**

The City of Santa Clara will carry out its pest management operations, at city-owned facilities, and on property where the City is responsible to provide facility and landscape maintenance, using Integrated Pest Management (IPM) techniques. The City will use best management practices for pest prevention to limit the amount of chemical applications needed for pest suppression. The City, recognizing that some pesticides may be potentially hazardous to human health and the environment, shall give preference to reasonably available non-pesticide alternatives, and reduced-risk pesticides, when performing pest control activities. The least toxic solution shall be selected whenever possible.

No products containing Clopyralid, Diazinon, Chlorpyrifos (Dursban), Chloradane, DDT, Dieldrin or other organophosphates may be used on City property. Fipronil and pyrethroids including, but not limited to Deltamethrin and Bifenthrin, may be used by City staff or a City contractor on City property or property maintained by the City only after all other IPM methods have been attempted and with the written approval of the designated City staff person.

Staff in departments that are responsible for implementing pest management techniques using City staff and/or contractors, or manage construction projects on City property that may need to implement pest management techniques, will be trained using the "Integrated Pest Management Guide for Facility Managers, Understanding IPM for Facilities, Landscape and Grounds Management", authored by the County of Santa Clara. Parks Department Maintenance Division, Parkways & Boulevards Division, Building Maintenance Division, and Public Works Inspection Division staff must attend annual IPM training and shall implement IPM techniques.

Pesticide applications must have a written recommendation by a Pest Control Advisor (PCA). City personnel and contractors must possess a Qualified Applicator Certificate (QAC) to apply pesticides. Annual pesticide usage reports shall be prepared by all departments responsible for managing City properties where pesticides are used. The quantities and types of pesticides used by both City personnel and contractors shall be tracked and summarized in a report covering July 1 – June 30. Annual reports shall be submitted to the Project Manager by July 31<sup>st</sup> each year.

Contracting Pesticide Applicators for the City of Santa Clara will sign this form to acknowledge that they have been advised of the City's Integrated Pest Management policy and agree to abide by it. Contracting Pesticide Applicators also agree to provide the City with summaries of quantities and types of chemicals applied for reporting purposes.

Contracting City Department Name: \_\_\_\_\_

Contracting City Department Contact Person: \_\_\_\_\_

Contractor Company Name: New Image Landscape Company

Company Representative Name/Title: Jeffrey Suzuki, Regional Manager

Address: 3250 Darby Common, Fremont, CA 94539

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B  
SCHEDULE OF FEES**

**1. MAXIMUM COMPENSATION**

The maximum compensation payable for all materials and services provided under this Agreement shall not exceed **Two Hundred Eighty-Six Thousand Three Hundred Ten Dollars and Twenty Cents (\$286,310.20)** during the Initial Term of the Agreement ("Maximum Compensation"). Any additional services or materials requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement.

<b>Description</b>	<b>Amount</b>
Landscaping sites as listed in Appendix B-1	\$238,310.20
Additional Services (as may be authorized by the City)	\$48,000.00
<b>Maximum Compensation</b>	<b>\$286,310.20</b>

**2. FEE SCHEDULE**

Appendix B-1 sets forth the detailed fee schedule including the schedule of performance.

**3. ADDITIONAL SERVICES**

In the event the City requires additional landscape services, Contractor shall provide a written quotation that includes all costs to complete the additional work requested. Contractor shall obtain prior written approval from the City before starting work.

<b>Description</b>	<b>Rate</b>
Laborer	\$70 per hour
Foreman	\$85 per hour
Irrigation Technician	\$110 per hour
Supervisor	\$130 per hour
Material Markup Percentage	19%

**4. OPTION PERIODS**

Pursuant to Section 2.B of the Agreement after the initial one-year term, the City reserves the right to exercise four (4) additional one-year period extensions for a total of five (5) years. Prices shall remain fixed for the one-year initial term. In the event the City elects to exercise options after the initial term, price adjustments may be considered by the City. The contractor must demonstrate to the satisfaction to the City that a price increase is justified.

**5. INVOICING**

All Payments are based upon City's acceptance of Contractor's performance of landscape services per the scope of services and schedule of performance. City shall have no obligation to

pay unless Contractor has successfully completed and City has approved the services for which payment is due.

Contractor shall submit to City a monthly invoice within fifteen (15) working days of the last day of each month, in arrears, for payment for services performed pursuant to this Agreement. The City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

**APPENDIX B-1  
DETAILED FEE / SERVICE SCHEDULE**

This Appendix B-1 provides the rates that Contractor may charge the City for services. The City may modify this Appendix to add/delete sites as may be required. Such changes shall require no modification of the Agreement if the Total Maximum Compensation is not exceeded.

<b>"X" indicates weekly services on the months indicated.</b>															
<b>"O" indicates bi-monthly (twice per month) services on the months indicated.</b>															
<b>A. Landscape Maintenance Sites</b>															
	<b>Location</b>	<b>Address</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Yearly Cost</b>
1	Edwards (PG&E Towers)		X			X			X			X			\$1,650.00
2	Laurie Avenue (PG &E Tower)		X			X			X			X			\$1,650.00
3	Memorex		X	X	X	X	X	X	X	X	X	X	X	X	\$5,280.00
4	Comstock		X			X			X			X			\$5,280.00
5	Calabazas Blvd. (Oleanders)								X						\$3,300.00
6	Calabazas Blvd. (Eucalyptus)					X					X				\$1,188.00
7	Calabazas Blvd. (sign clearance)					X									\$400.00
8	Lickmill Center Medians and Sidescapes		X			X			X			X			\$3,300.00
9	Hope Drive (litter & weed service)		X	X	X	X	X	X	X	X	X	X	X	X	\$4,224.00
10	Hope Drive (landscape services)		X			X			X			X			\$5,280.00
11	El Camino Real and Lawrence Expressway (litter & weed service)		X	X	X	X	X	X	X	X	X	X	X	X	\$9,570.00
12	El Camino Real and Lawrence Expressway (landscape services)		X			X			X			X			\$6,930.00
13	Harris-Lass House	1889 Market St			X	X	X	X	X	X	X	X	X		\$3,168.00
<b>Subtotal</b>															<b>\$51,220.00</b>

**B. Landscape Maintenance Sites (Silicon Valley Power)**

	Location	Address	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Yearly Cost
1	Agnew Substation	2375 Agnew Rd.		X			X			X			X		\$2,200.00
2	Brokaw Substation	349 Brokaw Rd.		X			X			X			X		\$1,320.00
3	CCA Substation	2700 De La Cruz	X	X	X	X	X	X	X	X	X	X	X	X	\$10,560.00
4	Central Substation	3370 Bowers Ave.	X	X	X	X	X	X	X	X	X	X	X	X	\$3,300.00
5	Cogen Power Station	540 Robert Ave.	X	X	X	X	X	X	X	X	X	X	X	X	\$3,300.00
6	De La Cruz Loop Junction	510 Mathew St.	X	X	X	X	X	X	X	X	X	X	X	X	\$6,600.00
7	DVR Gas Compressor Building	2965 Lafayette St.	X	X	X	X	X	X	X	X	X	X	X	X	\$5,280.00
8	DVR Gas Pipeline	Corner of Gianera/Wilcox St.		X			X			X			X		\$1,320.00
9	DVR Power Station	850 Duane Ave.	X	X	X	X	X	X	X	X	X	X	X	X	\$7,920.00
10	Fairview Substation	2930 Coronado	X	X	X	X	X	X	X	X	X	X	X	X	\$5,280.00
11	Fiberglass Loop Junction	2850 Lafayette St.		X			X			X			X		\$1,760.00
12	Gianera/DVR Metering Station	2339 Gianera St.		X			X			X			X		\$2,200.00
13	Gianera Power Station	2339 Gianera St.		X			X			X			X		\$2,200.00
14	Homestead Substation	2831 Homestead Rd.	X	X	X	X	X	X	X	X	X	X	X	X	\$6,600.00
15	Jenny Strand Solar	250 Howard Drive		X			X			X			X		\$8,250.00
16	Juliette Substation	3750 Juliette Lane	X	X	X	X	X	X	X	X	X	X	X	X	\$2,200.00
17	Kenneth Substation	1234 Space Park Dr.	X	X	X	X	X	X	X	X	X	X	X	X	\$3,300.00
18	Kifer Receiving Station	2970 Lafayette St.	X	X	X	X	X	X	X	X	X	X	X	X	\$2,200.00
19	Lafayette	2960 Lafayette St.	X	X	X	X	X	X	X	X	X	X	X	X	\$2,200.00
20	Lafayette Substation	901 Comstock St.	X	X	X	X	X	X	X	X	X	X	X	X	\$2,200.00
21	Mathew Substation	600 Mathew St.	X	X	X	X	X	X	X	X	X	X	X	X	\$4,620.00
22	Mission Substation	2929 Mission College Blvd.	X	X	X	X	X	X	X	X	X	X	X	X	\$4,620.00

23	Norman Ave. Loop Junction	1515 Norman Ave.	X	X	X	X	X	X	X	X	X	X	X	X	X	\$9,240.00
24	Northern Receiving Station	4952 Bill Walsh Way	X	X	X	X	X	X	X	X	X	X	X	X	X	\$6,600.00
25	Northwestern Substation	2690 Condenza	X	X	X	X	X	X	X	X	X	X	X	X	X	\$4,620.00
26	Palm Substation	4211 Lafayette St.		X			X			X			X			\$3,080.00
27	Parker Substation	737 Mathew	X	X	X	X	X	X	X	X	X	X	X	X	X	\$3,300.00
28	Raymond Substation	1255 Space Park	X	X	X	X	X	X	X	X	X	X	X	X	X	\$3,960.00
29	Serra Substation	5301 Stevens Creek	X	X	X	X	X	X	X	X	X	X	X	X	X	\$4,400.00
30	Scott Receiving Station	1205 Space Park Dr.	X	X	X	X	X	X	X	X	X	X	X	X	X	\$3,960.00
31	SSS Substation	810 Thomas Foon Chew Way	X	X	X	X	X	X	X	X	X	X	X	X	X	\$8,800.00
32	Uranium Substation	2705 Bowers Ave.	X	X	X	X	X	X	X	X	X	X	X	X	X	\$6,600.00
33	Utility Center	1705 Martin Ave.	X	X	X	X	X	X	X	X	X	X	X	X	X	\$3,300.00
34	Walsh Substation	1600 Walsh	X	X	X	X	X	X	X	X	X	X	X	X	X	\$3,300.00
35	Zeno Substation	3050 Semiconductor Dr.	X	X	X	X	X	X	X	X	X	X	X	X	X	\$4,620.00
<b>Subtotal</b>															<b>\$155,210.00</b>	

C. Mowing Services															
	Location	Address	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Yearly Cost
1	City Hall	1500 Warburton Ave	○	○	X	X	X	X	X	X	X	X	X	○	\$2,500.00
2	Fire Department Annex	1177 Alviso St	○	○	X	X	X	X	X	X	X	X	X	○	\$650.00
3	Franklin Square	987 Monroe St	○	○	X	X	X	X	X	X	X	X	X	○	\$650.00
4	Harris-Lass House	1889 Market St	○	○	X	X	X	X	X	X	X	X	X	○	\$650.00
5	Jeff Goodfellow Park	1590 El Camino Real	○	○	X	X	X	X	X	X	X	X	X	○	\$350.00
6	Lafayette Cut Through	475 Lafayette St	○	○	X	X	X	X	X	X	X	X	X	○	\$650.00
7	Police Department	601 El Camino Real	○	○	X	X	X	X	X	X	X	X	X	○	\$650.00
8	Street Corporation Yard	1700 Walsh Ave	○	○	X	X	X	X	X	X	X	X	X	○	\$350.00
9	Triton Museum	1505 Warburton Ave	○	○	X	X	X	X	X	X	X	X	X	○	\$1,250.00
10	Wilson House	884 Lafayette St	○	○	X	X	X	X	X	X	X	X	X	○	\$350.00
<b>Subtotal</b>															<b>\$8,050.00</b>

D. Silicon Valley Power (SVP) Herbicide Application															
	Location	Address	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Yearly Cost
1	Agnew Substation	2375 Agnew Rd.				X	X						X	X	\$340.00
2	Brokaw Substation	349 Brokaw Rd.				X	X						X	X	\$340.00
3	Central Substation	3370 Bowers Ave.				X	X						X	X	\$340.00
4	Cogen Power Station	540 Robert Ave.				X	X						X	X	\$340.00
5	De La Cruz Loop Junction	510 Mathew St.				X	X						X	X	\$340.00
6	DVR Gas Compressor Building	2965 Lafayette St.				X	X						X	X	\$340.00
7	DVR Gas Pipeline	Corner of Gianera/Wilcox St.				X	X						X	X	\$340.00
8	DVR Power Station	850 Duane Ave.				X	X						X	X	\$340.00
9	Fairview Substation	2930 Coronado				X	X						X	X	\$340.00
10	Fiberglass Loop Junction	2850 Lafayette St.				X	X						X	X	\$340.00
11	Gianera Power Station	2339 Gianera St.				X	X						X	X	\$340.00

12	Homestead Substation	2831 Homestead Rd.				X	X						X	X	\$340.00
13	Jenny Strand Solar	250 Howard Drive		X			X			X			X		\$340.00
14	Juliette Substation	3750 Juliette Lane				X	X						X	X	\$340.00
15	Kenneth Substation	1234 Space Park Dr.				X	X						X	X	\$340.00
16	Kifer Receiving Station	2970 Lafayette St.				X	X						X	X	\$340.00
17	Lafayette	2960 Lafayette St				X	X						X	X	\$340.00
18	Lafayette Substation	901 Comstock St.				X	X						X	X	\$340.00
19	Mathew Substation	600 Mathew St.				X	X						X	X	\$340.00
20	Mission Substation	2929 Mission College Blvd.				X	X						X	X	\$340.00
21	Norman Ave. Loop Junction	1515 Norman Ave.				X	X						X	X	\$340.00
22	Northern Receiving Station	4952 Bill Walsh Way				X	X						X	X	\$340.00
23	Northwestern Substation	2690 Condenza				X	X						X	X	\$340.00
24	Palm Substation	4211 Lafayette St.				X	X						X	X	\$340.00
25	Parker Substation	737 Mathew				X	X						X	X	\$340.00
26	Raymond Substation	1255 Space Park				X	X						X	X	\$340.00
27	Serra Substation	5301 Stevens Creek				X	X						X	X	\$340.00
28	Scott Receiving Station	1205 Space Park Dr.				X	X						X	X	\$340.00
29	SSS Substation	810 Thomas Foon Chew Way				X	X						X	X	\$340.00
30	Uranium Substation	2705 Bowers Ave.				X	X						X	X	\$340.00
31	Utility Center	1705 Martin Ave.				X	X						X	X	\$340.00
32	Walsh Substation	1600 Walsh				X	X						X	X	\$340.00

33	Zeno Substation	3050 Semiconductor Dr.				X	X							X	X	\$340.00
<b>Subtotal</b>															<b>\$11,220.00</b>	

**E. Solid Waste Collection - VTA Trash Cans**

	Location	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Yearly Cost	
1	West Bound El Camino Real @ Monroe (1375 ECR - KFC)													Every Friday	\$290.00
2	West Bound El Camino Real @ Lincoln (1655 ECR)													Every Friday	\$290.00
3	West Bound El Camino Real @ Los Padres (2325 ECR)													Every Friday	\$290.00
4	West Bound El Camino Real @ San Tomas (2455 ECR)													Every Friday	\$290.00
5	West Bound El Camino Real @ Calabasas (3161 ECR)													Every Friday	\$290.00
6	West Bound El Camino Real @ Pomeroy (3305 ECR)													Every Friday	\$290.00
7	East Bound El Camino Real @ Calabasas (3284 ECR)													Every Friday	\$290.00
8	East Bound El Camino Real @ Alpine (3000 ECR)													Every Friday	\$290.00
9	East Bound El Camino Real @ San Tomas (2400 ECR)													Every Friday	\$290.00
10	East Bound El Camino Real @ Los Padres (2280 ECR)													Every Friday	\$290.00
11	East Bound El Camino Real @ Monroe (1212 ECR)													Every Friday	\$290.00
12	East Bound El Camino Real @ Jefferson													Every Friday	\$290.00
13	East Bound El Camino Real @ Main St.													Every Friday	\$290.00
14	East Bound El Camino Real @ Park													Every Friday	\$290.00
15	East Bound El Camino Real @ SCU (Hilmar 2323)													Every Friday	\$290.00
16	North Bound Monroe @ ECR													Every Friday	\$290.00
17	North Bound Monroe @ Bellomy (527 Monroe)													Every Friday	\$290.00
18	South Bound Monroe @ Bellomy (490 Monroe)													Every Friday	\$290.00

19	West Bound Stevens Creek @ Winchester (3149 Stevens Creek)	Every Friday	\$290.00
20	West Bound Stevens Creek @ Saratoga (3939 Stevens Creek)	Every Friday	\$290.00
21	West Bound Stevens Creek @ Woodhams (4585 Stevens Creek)	Every Friday	\$290.00
22	West Bound Stevens Creek @ Cronin	Every Friday	\$290.00
23	West Bound Stevens Creek @ Chabot	Every Friday	\$290.00
24	North Bound Kiely @ Pruneridge (429 Kiely)	Every Friday	\$290.00
25	East Bound Homestead @ Princeton (3480 Homestead)	Every Friday	\$290.00
26	East Bound Homestead @ Pomeroy (3760 Homestead)	Every Friday	\$290.00
27	South Bound Kiely @ Homestead (770 Kiely – Gas Station)	Every Friday	\$290.00
28	North Bound Kiely @ Homestead (805 Homestead)	Every Friday	\$290.00
29	Benton @ Sonoma (2642 Benton)	Every Friday	\$290.00
<b>Subtotal</b>			<b>\$8,410.00</b>

<b>F. Solid Waste Collection - Public Litter Cans</b>														
	Location	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Yearly Cost
1	13 Locations as specified in Appendix A4	Every Friday												\$4,200.00
<b>Subtotal</b>													<b>\$4,200.00</b>	

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
  - \$2,000,000 Each occurrence
  - \$2,000,000 General aggregate
  - \$2,000,000 Products/Completed Operations aggregate
  - \$2,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

**B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated

wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

#### C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

#### D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. General Aggregate. The general aggregate limits shall apply separately to Contractor's work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL);
4. Cancellation.
  - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
  - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
5. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to

City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

#### F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

#### G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be e-mailed to [ctsantaclara@ebix.com](mailto:ctsantaclara@ebix.com).

Or by mail to:

EBIX Inc.  
City of Santa Clara – Department of Public Works  
P.O. Box 100085 – S2  
Duluth, GA 30096  
Telephone number: 951-766-2280  
Fax number: 770-325-0409

#### H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

**EXHIBIT D**  
**LABOR COMPLIANCE ADDENDUM**

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

**I. Prevailing Wage Requirements**

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at [www.dir.ca.gov](http://www.dir.ca.gov) and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at [www.dir.ca.gov](http://www.dir.ca.gov).
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. 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 Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

#### J. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

K. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

**EXHIBIT E  
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT**

<b>AGREEMENT TITLE:</b>	
<b>CONTRACTOR:</b>	
<b>DATE:</b>	

Pursuant to Section \_\_\_ of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

<b>OPTION NO.</b>	<b># of #</b>
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**NEW OPTION TERM**

Begin date:	
End date:	

**CHANGES IN RATE OF COMPENSATION**

Percentage change in CPI upon which adjustment is based:	
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Pursuant to Section \_\_\_ of the Agreement the rates of compensation are hereby adjusted as follows:  
(use attachment if necessary)

<b>MAXIMUM COMPENSATION for New Option Term:</b>	
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For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

Dated: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_

\_\_\_\_\_  
Office of the City Attorney  
City of Santa Clara

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771