

**MAINTENANCE AND TRADE SERVICES AGREEMENT
FOR MISCELLANEOUS LANDSCAPE SERVICES
(STREET MEDIANS, FIRE STATIONS, TRANSPORTATION
CORRIDOR & MAIN STREET)
PWD 26.301**

THIS AGREEMENT is made and entered into this ____ day of September 2026 between _____ ("Contractor") a _____ (*insert one: California corporation, partnership, sole proprietor, individual*), whose address is _____ and the **CITY OF PLEASANTON**, a municipal corporation ("City").

RECITALS

A. Contractor has submitted a proposal in response to the City of Pleasanton's Request for Proposals (**RFP PWD 26.301**) and is qualified and experienced in providing the work or services set forth in **Exhibit A**.

B. City finds it necessary and advisable to obtain work or services from Contractor on both a scheduled basis as set forth in **RFP PWD 26.301**, as well as on an as-needed basis for potential unscheduled work on a time and materials basis as set forth in **Exhibit B**, including but not limited to urgent requests by the City or a declaration of an emergency by local or state officials, described therein.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1. **Term**. The term of this Agreement commences on the date written above and will expire three years from that date. The parties may extend this Agreement, by Amendment, for an additional two (2) one-year terms, not to exceed five (5) years for the total Agreement.
2. **Services to be Performed**. Contractor shall perform, or cause to be performed, the type of work that will consist of Miscellaneous Landscape Services for Street Medians, Fire Stations #1, #2, #3, #4, and #5, Transportation Corridor, and Maintenance of Main Street on both a scheduled and non-scheduled as-needed basis for maintenance and repair services for City infrastructures and locations as identified in RFP PWD 26.301, in **Exhibit A**, and **Attachments III-VII**.
3. **Compensation**. Total compensation under this Agreement for all work of this Agreement shall not exceed \$ _____, of which, the total for each year shall not exceed \$ _____ for Fiscal Year 2026/27, \$ _____ for Fiscal Year 2027/28, and \$ _____ for Fiscal Year 2027/28. City shall pay the contractor for all work performed based on the bid proposal, from **RFP PWD 26.301**, in **Exhibit B**. Each year includes a 15% contingency for unforeseen circumstances and related extra services as determined necessary by the City. Payment of such contingency funds is not guaranteed to Contractor unless the City requests such extra services. If extended by Amendment, the cost of each one-year term for rates may increase only by the change in the consumer price index for the San Francisco-Oakland-San Jose Metropolitan Area

(all items index; all urban consumers) for the twelve (12) month period ending in August each year as published by the Bureau of Labor Statistics, U.S. Department of Labor.

- a. Payment shall be made within (30) days of receipt of Contractor's invoice and approval/acceptance by City staff.
- b. If the prevailing wage for crafts or classifications subject to this Agreement changes during the term of this Agreement, the City will accept corresponding increases in Contractor's hourly rates when sufficient documentation is received from the Contractor and verified with the Department of Industrial Relations.

4. **Indemnification.** Contractor shall hold harmless, defend, and indemnify the City, its officers, agents and employees ("Indemnitees"), against any and all claims, costs, demands, causes of action, suits, losses, expenses, attorney's fees, or liability, arising from or in any manner related to Contractor's (includes Contractor's employees, agents, or subcontractors) negligent act or omission, whether alleged or actual, regarding the work or services performed or caused to be performed pursuant to this Agreement and any amendments thereto. Contractor shall not, however, be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used, constitutes an infringement of any patent issued by the United States. This indemnification provision shall survive termination or cancellation of the Agreement.

5. **Insurance.** During the term of this Agreement, Consultant shall maintain in full force and effect, at its own cost and expense, insurance coverages with insurers with an A.M. Best's rating of no less than A:VII. Contractor shall have the obligation to furnish City, as additional insured, the minimum coverages identified below, or such greater or broader coverage for City, if available in the Contractor's policies:

- a. **Commercial General Liability Insurance.** Commercial general liability insurance at least as broad as Insurance Services Office (ISO) CG 00 01 for at least \$2,000,000 per occurrence, \$4,000,000 general aggregate, and \$2,000,000 products and completed operation aggregate for bodily injury and property damage. The policy shall include a per project or per location general aggregate endorsement. If a per project/location endorsement is not available, the limit for the general aggregate shall be doubled. The policy shall provide that the City, its officials, officers, employees, agents, and volunteers are named additional insureds as evidenced by an additional insured endorsement using ISO form CG 20 10 (or equivalent) for ongoing operations and satisfactory to the City Attorney. The policy shall allow and be endorsed primary insurance for work performed by Contractor and its subcontractors, and that no other insurance or self-insurance effected by City or other additional insured will be called on to contribute to or cover a loss covered thereunder. Coverage shall provide and be endorsed to include a waiver of subrogation in favor of the City and its officials, officers, employees, agents, and volunteers.

b. Automobile Liability Insurance. Automobile liability insurance coverage for owned, non-owned, and hired autos using ISO Business Automobile Coverage form CA 00 01 (or equivalent) in an amount not less than \$2,000,000 each accident. If the Contractor's business/company does not own any automobiles, coverage for hired and non-owned autos shall be provided. The policy shall provide and be endorsed that the City, its officials, officers, employees, agents, and volunteers are included or named as additional insureds. The policy shall provide and be endorsed to include a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers.

c. Workers' Compensation and Employer's Liability Insurance. Statutory Workers' Compensation and Employer's Liability Insurance shall be provided for all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 each accident, \$1,000,000 by disease-policy limit, and \$1,000,000 by disease-each employee. No proprietor, partner, executive officer, or member shall be excluded. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of City. The insurer, if insurance is provided, or Contractor, if a program of self-insurance is provided, shall allow, and be endorsed to waive all rights of subrogation against City and its officers, officials, employees, agents, and volunteers. The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Contractor does not have any employees.

d. Certificate of Insurance and Endorsements. Contractor shall file a certificate of insurance and all required endorsements with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

e. Adequacy of Coverage. City reserves the right to modify these insurance requirements/coverages based on the nature of the risk, prior experience, insurer, or other special circumstances.

f. Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

g. Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against the City, its officers, employees and agents.

h. Defense Costs. Coverage shall be provided on a “pay on behalf of” basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusions.

6. **Independent Contractor**. The Contractor is an independent contractor retained by the City. All personnel employed by the Contractor, including subcontractors, and personnel of subcontractors, are not and shall not be employees of the City.

7. **Contractor’s Warranty**. Contractor shall bear the risk of loss or damage to any goods associated with the services until delivered to and accepted by City. Contractor further warrants that all work done, and goods provided under this Agreement shall: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within the 12 months following acceptance, Contractor shall be solely responsible for the correction of those defects.

8. **Labor Code/Prevailing Wages**. The services performed under this Agreement are a “public work” and prevailing wage laws shall apply. No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to perform the services under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the services by the Contractor or any subcontractor doing or contracting to do any part of the services. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages.

To the extent applicable, Contractor shall comply with all requirements of the California Labor Code, including but not limited to, Labor Code sections: 1773.2 (regarding posting wage determinations at each job site); section 1776 (regarding the certification, maintenance, and availability for inspection of payroll records); section 1777.5 (regarding employment of apprentices); section 1810 (regarding a legal day’s work as 8 hours of labor); and section 1775 (regarding penalties for violations). The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

9. **Notices**. All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid,

registered or certified, addressed as hereinafter provided.

To Contractor: _____

To City: City Manager
City of Pleasanton
P.O. Box 520
Pleasanton, CA 94566

10. **Conflict of Interest.** In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any person having such an interest. Contractor certifies that 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 agrees to advise City if any conflicts arise.

11. **Campaign Contribution Disclosure.** Consultant has complied with the campaign contribution disclosure provisions of the California Levine Act (Govt. Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit C.

12. **Miscellaneous Provisions.**

- a. City may terminate this Agreement at any time by mailing a notice to Contractor. Contractor shall be paid for that portion of work or services already completed by Contractor as approved by City.
- b. Contractor acknowledges that time is of the essence regarding the performance of this Agreement.
- c. Contractor shall not assign or transfer this Agreement.
- d. If either City or Contractor waives a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.
- e. This Agreement constitutes the entire understanding of the parties.
- f. This Agreement may only be modified by a writing signed by the authorized representative of both parties.
- g. Contractor covenants that it has obtained and will keep in effect during the term of the Agreement all certificates, licenses, including a City Business License, permits or the like required by any federal, state or local regulatory agency in order to perform the work under this Agreement.
- h. Contractor shall comply with all federal, state and local laws, regulations and rules, including but not limited to applicable safety and environmental laws. Contractor shall bear full and

exclusive responsibility for any release of hazardous or non-hazardous substances and disposal of hazardous wastes.

i. The Contractor will permit the City to audit, examine and make copies of all contracts, invoices, payrolls and other documents or data relating to this Agreement. Such records shall be maintained for (3) three years from the date of final payment under this Agreement.

j. This Agreement shall be governed by the laws of the State of California, with venue for any action under this Agreement in Alameda County, California.

k. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF PLEASANTON

CONTRACTOR

Joseph Calabrigo, Interim City Manager
ATTEST:

By:

Signature

Print Name

Jocelyn Kwong, City Clerk

Its:

Title

Approved as to form:

By:

Signature

Daniel G. Sodergren, City Attorney

Print name

Its:

Title

[If Consultant is a corporation, signatures must comply with California Corporations Code §313]

Rev. 5/22

EXHIBIT C
LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” prohibits any officer of a local government agency from participating in the consideration or action related to a proceeding, including the award of a contract, if he or she receives political contribution(s) totaling more than \$500 within the preceding 12 months while the proceeding is pending, and for 12 months following the date of the final decision in a proceeding or award of a contract. This prohibition applies when an officer accepts, solicits, or directs contributions on the officer’s own behalf, on behalf of another officer, on behalf of any candidate for office, or on behalf of any committee.

A list of the members of the City Council can be located at:

<https://www.cityofpleasantonca.gov/our-government/mayor-city-council/>

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to any City officer in the 12 months preceding the date of the submission of your proposals or the anticipated date of any Council action related to this contract?

☐ YES ☐ NO

If YES, please identify the person(s) or agent(s) making the contribution:

If YES, please identify the officer receiving the contribution:

2. Do you, or your company, or any agent on behalf of you or you company, anticipate or plan to make any political contributions of more than \$500 to any City officer in the 12 months following any Council action related to this contract?

☐ YES ☐ NO

If YES, please identify the person(s) or agent(s) making the contribution:

If YES, please identify the officer receiving the contribution:

Answering YES does not preclude the City of Pleasanton from awarding a contract or taking subsequent action related to the item. It does, however, preclude the identified City officer from participating in any actions related to such an item.

By signing below, you certify you also agree to disclose to the City any future contributions made to a City officer by you or your agent(s) after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signed: _____ Date: _____

Print Name: _____ Title: _____

Company: _____