MAINTENANCE AGREEMENT
City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620

AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND ECOLOGICAL CONCERNS INC.

THIS AGREEMENT made and entered into at Menlo Park, California, this 1 day of April, 2016, by and
between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and
ECOLOGICAL CONCERNS INC., hereinafter referred to as “FIRST PARTY.”

WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in
connection with that certain project called:

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby
undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND
CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

1. SCOPE OF WORK

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY
agrees to perform all the services as set forth in Exhibit "A", Scope of Services.

2. SCHEDULE FOR WORK

FIRST PARTY’s proposed schedule for the various services required pursuant to this agreement will be
as set forth in Exhibit "A", Scope of Services. CITY will be kept informed as to the progress of work by
written reports, to be submitted monthly or as otherwise required in Exhibit "A". Neither party shall hold
the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts,
accidents or other events beyond the control of the other, or the other's employees and agents.

FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The
"Notice to Proceed" date shall be considered the "effective date" of the Agreement, as used herein,
except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY
all project related files, records, and materials within one month after completion of all of FIRST PARTY’s
activities required under this Agreement.

3. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and
continuously and will complete the work in accordance with the schedule of work approved by the CITY.
(See Exhibit "A", Scope of Services).
4. COMPENSATION AND PAYMENT

A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed $32,137.50 as described in Exhibit "A", Scope of Services. This compensation shall be based on the rates described in Exhibit "A". All payments, including fixed hourly rates, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.

B. FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, a statement describing the services performed shall be submitted to CITY by the FIRST PARTY. This statement shall include, at a minimum, the project title, Agreement Number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

5. EQUAL EMPLOYMENT OPPORTUNITY

A. FIRST PARTY, with regard to the work performed by it under this Agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.

B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment, are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.

C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.

E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.

F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY's agreement with all sub-consultants.

6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST
A. FIRST PARTY shall not assign this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.

B. In the event there is a change of more than 30% of the stock ownership or ownership in FIRST PARTY from the date of this Agreement is executed, then CITY shall be notified prior to the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this Agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this Agreement.

7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this Agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this Agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY's work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Brian Henry
Public Works
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025
650-330-6780
bphenry@menlopark.org

Notices required to be given to FIRST PARTY shall be addressed as follows:

Josh Fodor
Ecological Concerns Incorporated
125 Walk Circle
Santa Cruz, CA 95060
831-459-0656
Jfodor@ecologicalconcerns.com

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.
10. HOLD HARMLESS

| The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this Agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code. |
11. INSURANCE

A. FIRST PARTY shall not commence work under this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.

B. There shall be a contractual liability endorsement extending the FIRST PARTY’s coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days’ notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.

1. Worker’s Compensation and Employer’s Liability Insurance:
The FIRST PARTY shall have in effect during the entire life of this Agreement Worker’s Compensation and Employer’s Liability Insurance providing full statutory coverage. In signing this Agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement” (not required if the FIRST PARTY is a Sole Proprietor).

2. General Liability Insurance:
The FIRST PARTY shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY’s operations under this Agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000), in aggregate or One Million Dollars ($1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this Agreement in an amount of not less than One Million Dollars ($1,000,000) for each accident combined single limit or not less than One Million Dollars ($1,000,000) for any one (1) person, and One Million Dollars ($1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, ($300,000) property damage.

3. Professional Liability Insurance:
FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this Agreement, in the amount of not less than One Million Dollars ($1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and Worker’s Compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

E. Prior to the execution of this Agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.
### 12. PAYMENT OF PERMITS/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

### 13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

### 14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall become the property of CITY. The reuse of FIRST PARTY’s work products by City for purposes other than intended by this Agreement shall be at no risk to FIRST PARTY.

### 15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A".

### 16. TERMINATION OF AGREEMENT

A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this Agreement in whole or in part at any time, either for CITY's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY’s change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
   1. Immediately discontinue all services affected (unless the notice directs otherwise); and
   2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this Agreement, whether completed or in process.

B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

C. If the termination is due to the failure of FIRST PARTY to fulfill its Agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.

D. If, after notice of termination for failure to fulfill Agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.

E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.
17. INSPECTION OF WORK

It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.

18. COMPLIANCE WITH LAWS

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this Agreement, including but not limited to compliance with prevailing wage laws, if applicable.

19. BREACH OF AGREEMENT

A. This Agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of the CITY.

B. The CITY reserves the right to waive any and all breaches of this Agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this Agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of Agreement.

20. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

21. CAPTIONS

The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this Agreement.

22. LITIGATION OR ARBITRATION

In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B", 'Dispute Resolution' attached hereto and by this reference incorporated herein.

23. RETENTION OF RECORDS

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the City, a federal agency, and the state of California.

24. TERM OF AGREEMENT

This Agreement shall remain in effect for the period of April 1, 2016 through June 30, 2016 unless extended, amended, or terminated in writing by CITY.
25. ENTIRE AGREEMENT

This document constitutes the sole Agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior Agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties to this Agreement.

26. STATEMENT OF ECONOMIC INTEREST

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract. Based upon review of the Consultant's Scope of Work and determination by the City Manager, it is determined that Consultant IS / IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk's office no later than 30 days after the execution of the Agreement.

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

FIRST PARTY:

Signature

Name

Tax ID#

APPROVED AS TO FORM:

Signature

Name

CITY OF MENLO PARK:

Signature

Name

ATTEST:

Pamela Aguilar, City Clerk, City of Menlo Park

Date

Title

Date

Title

Date
## A1. SCOPE OF WORK

FIRST PARTY agrees to provide consultant services for CITY’s Public Works. In the event of any discrepancy between any of the terms of the FIRST PARTY’s proposal and those of this Agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide general consultant services for projects as determined by the CITY. The detailed scope of work for each task the CITY assigns the consultant shall be referred to as Exhibit A-1 and Exhibit A-2, which will become part of this Agreement. A notice to proceed will be issued separately for each separate scope of work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY’s satisfaction.

## A2. COMPENSATION

CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1 and Exhibit A-2. The actual charges shall be based upon (a) FIRST PARTY’s standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the CITY and FIRST PARTY shall not exceed the amount shown in Exhibit A-1 and Exhibit A-2.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in Section A5 below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY prior to the commencement of the work.

## A3. SCHEDULE OF WORK

FIRST PARTY’S proposed schedule for the various services required will be set forth in Exhibit A-1 and Exhibit A-2.

## A4. CHANGES IN WORK -- EXTRA WORK

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY’s services prior to the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this Agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Department Head.
A5. BILLINGS

FIRST PARTY’s bills shall include the following information: A brief description of services performed, project title and the Agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount; Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this Agreement shall be incurred at the FIRST PARTY’s discretion. Such expenses shall be FIRST PARTY’s sole financial responsibility.
1/12/16

David Mooney
Parks and Trees Supervisor
City of Menlo Park

Re: RFQ Herbicide Free Parks

Dear Mr. Mooney,

Ecological Concerns Incorporated (ECI) is pleased to present a proposal for the one year pilot program of Herbicide Free Parks in the City of Menlo Park. We are excited about the prospect of participating in this exciting pilot project. Our proposal is based upon the RFQ documents provided and our best professional judgment as to the most cost effective ways to implement a successful project. Our proposed methods are defined in our Fee and Scope Proposal below.

Our firm has 25 years of experience performing this type of environmental work to great success and to the satisfaction of many clients and regulatory agencies over the years. We know how to accomplish weed removal and herbicide free maintenance goals in urban environments with high quality and cost effectiveness. We are experienced in quality control and adaptive management techniques to ensure the planned work accomplishes project goals in a timely and efficient manner. In particular, our team of ecological landscape technicians, biologists, and project managers has extensive experience in performing writing and implementing vegetation management plans. We have a proven track record of working within public spaces and parks.

Enclosed are our Fee and Scope Proposal, a selected list of applicable project experience, company profile, personnel resumes, references, and past performance questionnaires from previous clients. Please contact me with any questions, and we look forward to the opportunity to work with you on this important project.

Sincerely,
Michael Friedman
Ecological Concerns Incorporated
Project Manager | Ecological Landscaper
831.750.2362 direct
mfriedman@ecologicalconcerns.com
www.ecologicalconcerns.com

Proposal Enclosures:
1. Company Information
2. Similar Projects and References
3. Proposed Project Cost
4. Description of Methods
5. Company Organization
1. **Company Contact Information**

Ecological Concerns Incorporated  
Michael Friedman  
831-750-2362  
mfriedman@ecologicalconcerns.com

2. **Similar Projects with References**

<table>
<thead>
<tr>
<th>Year</th>
<th>Project Details</th>
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</table>
| 2011-15 | Rosicrucian Egyptian Park Landscape Maintenance  
Owner: AMROC  
Contractor: Ecological Concerns Incorporated  
ECI Personnel: Josh Fodor, Jon Laslett, Michael Friedman, Garrick Hansen  
Scope: Ecological landscape maintenance, native plant installation, **manual removal of invasive weeds**, hand pruning shrubs for natural look, 3 acres of turf replacement with sheet mulching and recycled wood chips. The Rosicrucian Park is an herbicide free facility. |
| 2011-15 | Navy Monterey Endangered Species Management  
Owner: US Navy  
Contractor: Ecological Concerns Incorporated  
ECI Personnel: Josh Fodor, Jon Laslett, Michael Friedman, Garrick Hansen  
Scope: Multiple activities supporting endangered species habitat on Navy property in Monterey, including plant propagation, revegetation, test plot installation, fencing, special status species surveys, and invasive species control. Project included GIS/GPS mapping to support invasive control activities, and **manual removal of invasive trees and grasses** in sensitive plant species habitat. |
| 2010-13 | Glenwood Preserve Invasive Species Management  
Owner: Land Trust of Santa Cruz County  
Contractor: Ecological Concerns Incorporated  
ECI Personnel: Josh Fodor, Jon Laslett, Michael Friedman, Garrick Hansen  
Scope: GPS/GIS mapping and treatment of invasive plant species on a preserve in Scott’s Valley, California, containing multiple rare and endangered plants and insects. Project included mapping and treatment (**chemical and mechanical**) of a **diverse list of invasive plants, including invasive grasses and Acacia**, as well as **avoidance of sensitive species**. |
| 2013-15 | Vegetation Management on Three Preserves  
Owner: Mid-Peninsula Regional Open Space District  
Contractor: Ecological Concerns Incorporated  
ECI Personnel: Josh Fodor, Jon Laslett, Michael Friedman, Garrick Hansen  
Scope: Project included pre survey, mapping, and treatment (**chemical and mechanical**) of a **diverse list of invasive plants, including invasive grasses**, as well as **avoidance of sensitive species and native grasses**. Project also included a familiarity with and adherence to MROSD’s BMPs and procedures. |
2015  El Corte de Madera Invasive Plant Control
Owner: Mid-Peninsula Regional Open Space District
Contractor: Ecological Concerns Incorporated
ECI Personnel: Josh Fodor, Jon Laslett, Michael Friedman, Garrick Hansen
Scope: Project included **planning, mapping, and removal for multiple invasive species**, Including Acacia, slender false brome, and montbretia. **ECI submitted all data to Califlora's Weed Mapper** on behalf of MROSD.

(Project Sample Sheets Attached)

**References**

**Cindy Roessler**
Senior Resource Management Specialist
Mid-Peninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022-1404
650.691.1200

**Gail Seeds**
Park Restoration and Improvements Manager
City of Cupertino
10300 Torre Ave, Cupertino, CA 95014
408.777.1334

**Ramona Arechiga**
Natural Resource Manager
San Mateo County Parks Department
455 County Center, 4th Floor
Redwood City, CA 94063-1646
650.599.1375
2. Estimated Project Cost, Hourly Cost Rates and Cost Breakdown

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<th>Estimated Labor Hrs</th>
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Time and Materials will be tracked by ECI’s project manager, and invoiced for per the rates in the following table:

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</tbody>
</table>

### Time and Materials Provisions

All work above is proposed to be performed on a time and materials basis. The following are ECI’s provisions for Time and Materials work:

- Pricing in the cost table above should be considered an initial “estimated cost” for the work.
- Every effort will be made to keep costs under this “estimated cost” limit. However, actual time and materials incurred may be greater than (or less than) the “estimated costs.” Invoicing will be based upon actual time and materials incurred.
- Hourly rates are based off Santa Clara Valley living wage rates which are higher than the prevailing wage rates.
- Hourly rates for personnel include travel time for full 8 hour days on site. For partial days on site, one way travel time from our home office in Santa Cruz will be billed. It will be unusual for partial days to be performed by the Restoration Technician classification. Partial days will be more common for the Project Manager / Biologist classification.
- Hourly rates are inclusive of safety equipment (PPE) and hand tools (chainsaws, weed whips, shovels, etc.)
- Time spent offsite dedicated to the project (e.g. equipment mobilization, materials ordering and procurement) will be considered billable.
- Every effort will be made to work with the client in advance to set a schedule that avoids the need for overtime and weekend work. In the event that overtime or weekend work become necessary, hours beyond 8 in a weekday will be billed at the cost below +50%, all Saturday hours will be billed at the cost below +50%, and all Sunday hours will be billed at the cost below +100%.
4. Description of Methods

1a. **The initial clean up at Willow Oaks** will be performed by two of our senior crew members, both certified by the Monterey Bay Friendly Landscape Program and experienced in professional ecological landscape maintenance. We will be using a variety of manual weeding tools to accomplish our goal of having the park look clean and well maintained. ECI’s Ecological Landscape Technicians have extensive experience implementing these tools and techniques on sensitive habitat sites and commercial landscapes where herbicides are disallowed. We are estimating that the initial cleanup of the park will take two days with two crew members. There are two hours built in to account for green waste removal and dumping.

1b. **The initial clean up at Fremont Park** will be performed by two of our senior crew members, both certified by the Monterey Bay Friendly Landscape Program and experienced in professional ecological landscape maintenance. We will be using a variety of manual weeding tools to accomplish our goal of having the park look clean and well maintained. ECI’s Ecological Landscape Technicians have extensive experience implementing these tools and techniques on sensitive habitat sites and commercial landscapes where herbicides are disallowed. We are estimating that the initial clean-up of the park will take one day with two crew members. There is one hour built in to account for green waste removal and dumping.

1c. **The initial clean up at Stanford Hills Park** will be performed by two of our senior crew members, both certified by the Monterey Bay Friendly Landscape Program and experienced in professional ecological landscape maintenance. We will be using a variety of manual weeding tools to accomplish our goal of having the park look clean and well maintained. ECI’s Ecological Landscape Technicians have extensive experience implementing these tools and techniques on sensitive habitat sites and commercial landscapes where herbicides are disallowed. We are estimating that the initial cleanup of the park will take four days with two crew members. There is a significant area of weeds and invasive species in the northern end of the park with a few trails leading to Sand Hill Road. This area will take a few days to gain control again. There are two hours built in to account for green waste removal and dumping.

2a. **Mulching at Willow Oaks Park** will take approximately 300 cubic yards of mulch. This estimate is based on our calculations that there are approximately 16,000 square feet of landscape that needs 4 inches of cover. It takes approximately one hour of labor to spread one yard of mulch based off industry standards and our observations. It is always better to lay a thicker mulch cover for controlling weeds naturally. ECI will be using recycled arbor mulch from the surrounding areas and guarantee the materials are clean of debris and disease.

2b. **Mulching at Fremont Park** will take approximately 150 cubic yards of mulch. This estimate is based on our calculations that there are approximately 8,000 square feet of landscape that needs 4 inches of cover. It takes approximately one hour of labor to spread one yard of mulch based off industry standards and our observations. It is always better to lay a thicker mulch cover for controlling weeds naturally. ECI will be using recycled arbor mulch from the surrounding areas and guarantee the materials are clean of debris and disease.
2c. **Mulching at Stanford Hills** will take approximately 500 cubic yards of mulch. This estimate is based on our calculations that there are approximately 45,000 square feet of landscape that needs 4 inches of cover. It takes approximately one hour of labor to spread one yard of mulch based off industry standards and our observations. It is always better to lay a thicker mulch cover for controlling weeds naturally. ECI will be using recycled arbor mulch from the surrounding areas and guarantee the materials are clean of debris and disease.

3a. **Monthly maintenance at Willow Oaks** After the initial clean up, the amounts of weeds will fluctuate and the manual removal could take between 6 and 16 labor hours per visit. ECI will be visiting the park once a month. During these once a month visits, ECI will be surveying the park for weeds in planting beds, cracks in right of ways, and broadleafs in turf. ECI will then remove all undesirable weeds. The goal of our teams will be keeping the park looking clean and weed free. ECI’s Ecological Landscape Technicians will also be informing any curious community members of the Herbicide Free pilot program. ECI will be reporting the efforts before and after with records of date of service, cubic mulch spread, green-waste removed per cubic yardage, and our specific methods for removal. These reports will be included in our invoices and a secondary copy will remain in our ongoing maintenance records.

3b. **Monthly maintenance at Fremont Park** After the initial clean up, the amounts of weeds will fluctuate and the manual removal could take between 6 and 16 labor hours per visit. ECI will be visiting the park once a month. During these once a month visits, ECI will be surveying the park for weeds in planting beds, cracks in right of ways, and broadleafs in turf. ECI will then removal all undesirable weeds. The goal of our teams will be keeping the park looking clean and weed free. ECI’s Ecological Landscape Technicians will also be informing any curious community members of the Herbicide Free pilot program. ECI will be reporting the efforts before and after with records of date of service, cubic mulch spread, green-waste removed per cubic yardage, and our specific methods for removal. These reports will be included in our invoices and a secondary copy will remain in our ongoing maintenance records.

3c. **Monthly maintenance at Stanford Hills Park** After the initial clean up, the amounts of weeds will fluctuate and the manual removal could take between 6 and 16 labor hours per visit. ECI will be visiting the park once a month. During these once a month visits, ECI will be surveying the park for weeds in planting beds, cracks in right of ways, and broadleafs in turf. ECI will then removal all undesirable weeds. The goal of our teams will be keeping the park looking clean and weed free. ECI’s Ecological Landscape Technicians will also be informing any curious community members of the Herbicide Free pilot program. ECI will be reporting the efforts before and after with records of date of service, cubic mulch spread, green-waste removed per cubic yardage, and our specific methods for removal. These reports will be included in our invoices and a secondary copy will remain in our ongoing maintenance records.
Other Suggestions Based on ECI's Experience in Herbicide Free Weed Control:

- **Sheet Mulching at Stanford Hills Park along Path to Sand Hill Road**
Based on the amount of weeds and invasive species found in the small oak grove along the path to Sand Hill Road, ECI would like to recommend using a sheet mulching method for better controlling weeds in that area. ECI has used the sheet mulching technique to control weeds and remove turf from acres of landscape over the past decade. In this specific area, ECI would recommend using 45 rolls of flute cardboard rolls to cover approximately 20,000 square feet of wild landscape in the area in the photo below. The cardboard will be double layered and recommended to be covered by at least 6 inches of mulch. The estimated cost for this is only for purchasing, cutting and laying of cardboard. Actual mulch costs were previously accounted for in the above mulching estimates. These areas can later be planted with California natives that would provide habitat enhancement to the surrounding Oak Woodland habitat.

**Estimated Cost for Purchasing, Cutting and Laying Cardboard Rolls for Sheet Mulching:**
$9,850

![Stanford Hills Sheet Mulch Area](image)

- **Dog Park Mulching at Willow Oaks Park**
The dog park at Willow Oaks Park would be a great candidate for spreading mulch instead of trying to care for turf in these areas. The cost to install and maintain turf would far exceed the cost installing mulch in these high traffic areas. Most of the dog parks installed and maintained across California benefit from having mulch instead of turf and ECI believes it would be best to practice this method along with the herbicide free pilot program.

**Estimated Cost of Mulching Dog Park:** $8,500

![Mulched Dog Park Samples](image)
5. Company Organization

Joshua T. Fodor
Project Principal, QAL, CPESC

Mr. Fodor is the President and founder of Ecological Concerns Incorporated, a landscape contractor with an expertise in ecological landscaping and habitat restoration. He has written and implemented restoration plans, vegetation management plans, mitigation and monitoring plans, and habitat conservation plans throughout California, particularly in the San Francisco and Monterey Bay areas. Mr. Fodor has oversees all aspects of project implementation, including erosion control, soil and plant salvage, exotic pest plant removal, maintenance, reporting, site-specific seed collection, plant propagation, and planting operations.

PROFESSIONAL EXPERIENCE
1992-2013 President, Ecological Concerns Inc. & Central Coast Wilds Nursery

EDUCATION
1990 BA Biology (Plant Ecology), U.C. Santa Cruz
1993 BA Environmental Studies (Restoration Ecology), U.C. Santa Cruz

PROFESSIONAL LICENSES, CERTIFICATES
Certified Professional in Erosion and Sediment Control, CPESC No. 5000 (Exp 12/31/2013)
California Landscape Contractor License No. 778397 (Exp 05/31/2014)
Qualified Applicators License, QAL 118387 (Exp 12/31/2014)
California Nursery Stock Certificate. B2893.001
Certificate in California Water Management and Ecosystem Restoration, UCB Extension

PROFESSIONAL TRAINING
2011 Arc GIS Training, Elkhorn Slough Coastal Training Program / UCSC - CISR
2010 Qualified SWPPP Practitioner / Designer, ETS
2009 Right of Way Weed Management, Continuing Education, CA-DPR
2008 IPM Wildland Weed Management, Continuing Education, CA-DPR
2006 Water Quality Planning, U.C. ANR
2006 Legal and Regulatory Foundation for Managing Aquatic Ecosystems, U.C. Berkeley Extension
2005 Constructed Wetlands for Waste Water Management, U.C. Berkeley Extension
2003 Ecology and Management of Wetlands in California, U.C. Berkeley Extension
2002 Watershed Assessment: Effects on Urbanization on Streams and Lakes, U.C. Berkeley Extension
2002 Certified Professional in Erosion and Sediment Control Training, Int. Erosion Control Association
Mr. Laslett is a ecological landscape project manager with over a decade of experience removing unwanted weeds from various project sites. He is a trained ecologist with specialty training in landscape maintenance and construction. He manages GIS and mapping projects for ECI including rare plant and invasive species populations on project sites. He is also a certified professional in erosion and sediment control, certified natural resources professional, and certified irrigation technician with extensive experience in irrigation water management for large-scale restoration projects. Mr. Laslett is highly experienced in the design, management and implementation of landscape projects and he will oversee the day-to-day operations of project scheduling and implementation.

EDUCATION
2003 BS Ecology and Evolutionary Biology, U.C. Santa Cruz
2003 BS Marine Biology, U.C. Santa Cruz

PROFESSIONAL EXPERIENCE
2006 Present – Sr. Project Manager, Ecological Concerns Incorporated
2005 Biological Technician – Oregon State University
2004 Oceanographic Technician – Monterey Bay Aquarium Research Institute
2003-4 Bioassay Technician – Toxscan Inc.
2003 Biological Technician – US Fish and Wildlife Service
2001 Restoration Technician – Moss Landing Marine Labs

PROFESSIONAL TRAINING AND CERTIFICATION
2015 Certified Professional in Erosion and Sediment Control (CPESC) #8143
2015 Qualified SWPPP Practitioner and Designer #25487
2013 Certified Natural Resources Professional, NREP (Exp 6/31/15)
2013 California Native Grass Identification, CNGA
2011-2014 Arc GIS Training, Elkhorn Slough Coastal Training Program / UCSC - CISR
2010 Qualified SWPPP Practitioner / Designer, ETS
2010 Biology and Conservation of the California Red Legged Frog, ESCTP
2009 Biology and Conservation of the Santa Cruz Long-Toed Salamander, ESCTP
2009 Biology and Conservation of the Tiger Salamander, ESCTP
2009 Landscape Irrigation Auditor, Irrigation Association
2008 Certified Irrigation Technician, Ewing Educational Services
2007 Defining and Delineating Maritime Chaparral, ESCTP
2007 Monitoring Grasslands for Native Perennial Grasses, ESCTP
Michael Friedman  
Project Manager, Horticultural Consultant

Michael Friedman is a project manager. He oversees various types of ecological projects with a focus on sustainable landscape maintenance. He has a BS degree from Texas State University in Mass Communication and Horticulture. He has continued his training in horticulture through various professional certificate programs including CLCA’s Certified Water Manager program and Ecology Action’s Grow Biointensive training. He has also attended various forums on sustainable design offered through UC Berkeley. Before joining ECI, Michael was a project manager for a large commercial landscape company, Gachina Landscape Management, in Silicon Valley where he oversaw quality control on multiple project sites.

PROFESSIONAL EXPERIENCE
2012-2015 – Project Manager, Ecological Concerns Incorporated
2010-2012 – Account Manager, Gachina Landscape Management

PROFESSIONAL TRAINING AND CONTINUING EDUCATION
2015 CPR and AED certification
2015 UC Berkeley River Restoration Symposium
2014 Monterey Bay Friendly Certification Program
2014 UC Berkeley River Restoration Symposium
2013 15th Annual Central California Invasive Weed Symposium
2013 UC Berkeley River Restoration Symposium
2012 14th Annual Central California Invasive Weed Symposium
2011 CLCA Water Management Program

PROFESSIONAL AFFILIATIONS
California Native Plant Society
California Landscape Contractors Association
Ecological Landscape Association
Monterey Bay Friendly Program
Save Our Shores
Society for Ecological Restoration
West Cliff Restoration Group
Garrick Hansen
Landscape Foreman, QAL

Garrick Hansen, Landscape Foreman, Landscape Technician, is a UCSC Alum with a B.A. in Environmental Studies and a minor in Earth Sciences. He has worked at ECI for over years and has worked his way to the top of the team. With experience in landscape construction, habitat restoration, and rainwater harvesting, he is a valued crew leader. He has a bounty of certifications and training including an American Rainwater Catchment System Association (ARCSA) certification, Green Gardener certification, holder of a Qualified Applicator License (QAL), Mine Safety and Health Administration (MSHA) certification, and an Occupational Safety and Health Administration (OSHA) certification.

PROFESSIONAL EXPERIENCE
2010-Current: Restoration Foreman, QAL #138279, Ecological Concerns Incorporated

PROFESSIONAL TRAINING AND CONTINUING EDUCATION
2015 - Qualified Applicator License #138279 (QAL)
2013 - Green Gardener Certification
2012 - American Rainwater Catchment System Association (ARCSA) Certification
2012 - Mine Safety and Health Administration (MSHA) Certification
2012 - Occupational Safety and Health Administration (OSHA) certification.

PROFESSIONAL AFFILIATIONS
California Society for Ecological Restoration (SERCAL)
California Landscape Contractors Association (CLCA)
Notes:
1. Proposal is based on living wage rates for Santa Clara Valley which are higher than prevailing wage rates of Landscape Maintenance Labor. Please notify ECI if different wage rates apply as this may necessitate an adjustment in costs.
2. Any contract initiated based upon this proposal shall include this proposal as the contract scope.

Exclusions:
1. All work not specified above,
2. Traffic control.
3. Site security or fencing of any kind.
4. Permits.
5. Liquidated damages.
6. Site furnishings or signs.
8. Liability for damage due to vandalism, fire, flooding, or other unforeseen events beyond our control.
9. Bonds excluded, can be added for an additional 3% of project cost.
PROJECT GOALS:
Removal of Invasive Species, Monitoring and Data Collection, Public Outreach, Community Awareness

OWNER:
IFC International

CONTRACTOR:
Ecological Concerns Inc

ENVIRONMENTAL PLANNER & LANDSCAPE ARCHITECT:
Ecological Concerns Inc.

PROJECT VALUE:
$41,500

The Navy had two primary objectives for this project: removal of invasive exotic plant species within the Dunes Research Area and conducting a threatened plant study for Monterey gilia (Gilia tenuiflora ssp. arenaria) and Monterey spineflower (Chorizanthe pungens var. pungens) habitats to determine if habitat can be made more conducive to seed germination by addition of sand and/or removal of perennial plants. The project included the construction of endangered species protection, including additional weed control and two fences. There were revegetation plantings for effort of increasing populations. ECI will be conducting the study through 2013 and continues to perform invasive plant management.

ECI SERVICES
Invasive species control, threatened plant species study, install fences, display boxes and educational signs

RELATED PROJECTS:

Skyline Tree Farm Restoration
Invasive Species Removal, Plant Installation, Installation of Plant Protection Cages, Installation and Maintenance of Irrigation Systems, Project Management, Maintenance and Monitoring

Alba Triple M Ranch Restoration
Erosion wetland Design, Site Specific Seed Collection, Plant Propagation, Revegetation Plans Preparation Wetland Plant Installation, Project Oversight and Management

Star Creek Ranch Weed Mapping
GIS Invasive Weed Mapping; Invasive Species Control; Invasive Weed Management
GLENWOOD PRESERVE WEED MAPPING
SCOTTS VALLEY, CA

PROJECT GOALS:
GIS Mapping; Alternative Weed Control Study; Invasive Species Control

OWNER:
Land Trust of Santa Cruz County

ECOLOGICAL CONSULTANT:
Ecological Concerns Incorporated

VEGETATION MANAGEMENT PLAN:
Land Trust of Santa Cruz County

The Glenwood Preserve, located in Scotts Valley, consists of approximately 160 acres of various habitat types, including non-native annual grassland, wetland, riparian, native grassland, coyote bush scrub, and mixed evergreen forest. The Preserve is being managed by the Land Trust of Santa Cruz County to preserve sensitive habitats and suitable conditions for the continued population viability of a number of special status insect and plant species on site. As invasive plant species have the potential to interfere with these goals, Ecological Concerns Incorporated (ECI) was contracted to map populations of invasive plant species on the preserve. The map above was produced from data to aid in invasive plant management efforts on the preserve.

PROJECT SERVICES:
Invasive species removal; Vegetation Management; GIS Mapping and Reporting; Maintenance and Monitoring

RELATED PROJECTS:

Star Creek Ranch Weed Mapping
GIS Invasive Weed Mapping; Invasive Species Control; Invasive Weed Management

Naval Postgraduate School Restoration
Invasive Species Control, Threatened Plant Species Study; Install Fences; Display Boxes and Educational Signs.

Skyline Tree Farm Restoration
Invasive Species Removal; Plant Installation; Installation of Plant Protection Cages; Installation and Maintenance of Irrigation Systems; Project Management; Maintenance and Monitoring
PROJECT GOALS:
Invasive Weed Control; Invasive Weed Reduction; Methods and Training; Monitor and Reporting

OWNER:
Midpeninsula Regional Open Space District

VEGETATION MANAGEMENT PLAN:
Midpeninsula Regional Open Space District

ECI preformed treatment by prescribed methods at designated sites on three preserves within 300 acres of grasslands and oak woodland. The specified treatment periods were in 2013 and 2014. The pre-treatment surveys were conducted before starting to confirm site conditions and finalize treatment method and timing. Posting and removing herbicide notification signs during herbicide treatment as directed by District was critical for public awareness and safety. ECI also assisted with informing the public on their efforts and why invasive weed control in open spaces is critical to habitat management. ECI also used GIS for mapping and reporting work after each treatment period.

PROJECT SERVICES:
Chemical and Manual Removal of Invasive Species;

RELATED PROJECTS:

Star Creek Ranch Weed Mapping
GIS Invasive Weed Mapping; Invasive Species Control; Invasive Weed Management

Naval Postgraduate School Restoration
Invasive Species Control, Threatened Plant Species Study; Install Fences; Display Boxes and Educational Signs.

Skyline Tree Farm Restoration
Invasive Species Removal; Plant Installation; Installation of Plant Protection Cages; Installation and Maintenance of Irrigation Systems; Project Management; Maintenance and Monitoring
The City of Menlo Park has selected the following items for the Agreement between the City and Ecology Concerns Inc., which are highlighted below. The City intends to pay time and materials for the items below up to an amount not to exceed the agreement total of $32,137.50 for City Fiscal Year 2015-2016, and $96,412.50 for City Fiscal Year 2016-2017.

<table>
<thead>
<tr>
<th>Item</th>
<th>Proposal Units</th>
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<td>1a</td>
<td>Initial Clean Up Willow Oaks Park</td>
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<td>$3,130</td>
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<td>1b</td>
<td>Initial Clean Up Fremont Park</td>
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<td>1c</td>
<td>Initial Clean Up Stanford Hills Park</td>
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<td>Mulching</td>
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<td>Mulching at Fremont Park</td>
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Total Selected From Proposal | $128,550

Monthly Cost | (12 monthly payment plan) | $124,922.50

Agreement Totals
| FY 2015-2016 | (April 1-June 30, 2016) | $37,477.50 |
| FY 2016-2017 | (July 1, 2016 to March 31, 2017) | $112,432.50 |
EXHIBIT “B” - DISPUTE RESOLUTION

B1.0 All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:

B2.0 Mediation
B2.1 The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator’s fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.

B3.0 Arbitration
B3.1 Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the Agreement.

B3.2 The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:

B3.3 Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.

B3.4 The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years’ experience in construction litigation.

B3.5 All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.

B3.6 The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.

B3.7 Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.

B3.8 The prevailing party shall be awarded reasonable attorneys’ fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.9 Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.10 The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.