

Olivehurst Public Utility District

Agenda Item Staff Report



Meeting Date: _03/21/2024_

Item description/summary:

Consider approving the Elite Landscape maintenance proposal for OPUD Parks.

Olivehurst Public Utility District has been working with New Creation for the past few years. With the Grand Opening of Dry Creek Park, 3 new Parks under construction, and the expansion of Bear River Park, the Park maintenance fees have increased. Proposal bids were offered by four landscape companies, New Creations Landscape, Elite Landscape, Cultivated Landscape, and TriScapes Landscape. The proposed plan of action is a three (3) year plan for the maintenance of the Parks department. These three years highlight the priority of the Park maintenance requirements for the CSA-66 and Historic Olivehurst Parks.

Fiscal Analysis:

Park Maintenance 7-month seasonal plan, \$28,970.00 per Month, \$202,800.00 per annual season, April 1 to October 31.

Sample Motion/Staff Recommendation:

Move to approve the Elite Landscape maintenance proposal.

Prepared by:

Jesus Velazquez, Parks Department Manager



OPUD

Olivehurst Public Utility District

*"Our mission is to provide high quality services to enhance
our community's quality of life"*

LANDSCAPE MAINTENANCE AGREEMENT



OPUD Park Maintenance

Introductory Letter:

Elite Service Experts, Inc. have one simple mission ... Focus on being the “Best” in delivering service, improve the lives and businesses of those we connect with and serve others the way we want to be served ... Matt 7:12

With over 20 years’ experience in the commercial facility service market, we have learned how to differentiate ourselves by how we deliver service. From beginning to end, every service performed whether contract or on demand starts with responsive scheduling of highly qualified technicians and ends with open communication back to our client. That communication includes information about the deficiencies identified, corrective actions taken to remedy deficiencies, time technicians spent on the job and before and after pictures related to the specific tasks being performed. We call this “Closing the Circle”. With feedback from clients and constant focus on improving processes, we strive to be the best in delivering service.

We are in business to improve the lives and businesses of those we connect with. Business should be about helping others achieve their goals within an area you specialize in. We work daily with building owners, property managers, facility managers, tenants, business owners and HOA’s to assist them in achieving their goals related to facility maintenance and repairs for their office buildings, retail centers, industrial complexes, financial institutions, communities and more. If we can help a client meet or beat their goals in these areas, they win. When our clients win, we win. Through partnership and continued commitment, we will improve the lives and business of those we connect with.

Our reward comes from serving others the way we want to be served. We all have experienced bad service and owners of ELITE have not been immune. They have recognized how much Great Service lacks in this industry and have vowed to build a company of service dedicated to achieving the highest levels of excellence and never stop improving. Our Golden Rule will always be to serve others the way we want to be served. MATT 7:12

Elites history started on April 1, 2000 with roots established by Innovative Maintenance Solutions, INC (IMS), Founded by Roy Hill Sr. Roy Sr. spent 18 hardworking years making IMS the best facility service provider in the Greater Sacramento Area. After his unexpected passing in February of 2017 his son’s Roy Hill Jr. and Ryan Petree stepped in. Both sons embraced the tragedy the family endured and create something positive, new, and exciting that would honor Roy Sr’s name. This would come in the form of an entire new company and brand. Elite Service Experts, INC. would take all the experience and knowledge it received from IMS and build upon it. The design of the logo which includes a Phoenix is symbolism based on Greek Mythology. A Phoenix is a long-lived bird that cyclically regenerated or is otherwise born again. The Legacy of Roy Hill Sr. does not end with IMS but is reborn with ELITE.

Our Core Values are part of everything we do at ELITE every day. If it doesn’t align with our Core Values, we don’t do it. These values are:

- RESPECT – No gossip, no bullying, paying close attention to detail in all communications and immediately resolve conflict of any kind.
- COMPASSION – Genuinely caring for others, seeing a need of others and acting before being asked and a desire to alleviate stress or frustration.

- RIGHTEOUS BEHAVIOR – Always doing the right thing even when nobody is watching, conduct business fairly, behave wisely and conduct ourselves in a proper manner at all times.
- FAITH – Believing in the unbelievable, firm belief in something without physical proof and knowing anything can happen.

Elite Service Experts, INC. is a California licensed contractor with several classifications. Those include B-General, C-27 – Landscape, C-36 – Plumbing, C-10 – Electrical and D-63 Project clean-up. We specialize in many services and self-perform 95% of our own work. Although focused on commercial building and property maintenance and repairs, our services range from anything related to General Maintenance and Repair services to Landscape Maintenance and much more. Some of those services include:

General Repair Services	Landscape Maintenance	Construction Clean-up
Scheduled Maintenance	Landscape Renovations	Pressure Washing
On-site Technicians	Field Mowing	Window Cleaning
Carpentry	Irrigation Repair	Property Clean-up
Plumbing & Jetting	Backflow Repair	Signage & Installation
Drain & Sewer Cameras	Backflow Certification	Window Frosting
Painting & Drywall	Lighting & Electrical	Concrete Stain & Seal
Door, Frame, Hardware	Parking Lot Light Audits	Tile Repair & Install

Please take a moment to visit us at WWW.ELITE.GS to learn more about our business, capabilities and general terms and conditions.

I personally appreciate the opportunity to build upon our partnership and look forward to serving you.

Roy Hill Jr.



President & CEO

SCOPE OF SERVICE

Personnel:

1. Personnel will be selected on the basis of experience, professionalism, work ethic, and ability to follow assigned task(s).
2. Every Team Member goes through a detailed interview process before starting a position.
3. All Team Members go through a rigorous initial training and continuous training beyond OSHA requirements. This training as allowed us to achieve EMR Rates of 65 proving a safety record well above industry standard.

Uniforms and Equipment:

1. Elite's Team Member will be provided with a clearly identified uniform.
2. Elite will furnish proper machinery (new or in good operating condition) and equipment for satisfactory performance.
3. All necessary equipment to perform the service and meet expectations will be provided by Elite.
4. Specialty equipment such as lifts, jack hammers, etc. that are over and beyond typical hand tools will be charged additionally upon approval.

Schedule:

Option 1

Service will be executed 7 months of the year (April 1st through October 31st) Services will be conducted with a 5 man crew

Service operations will be 8 hours per service and performed during regular business hours between 7:00am and 4:00pm.

Scope of Work:

Lawn Areas:

1. Mow the turf weekly changing the directional pattern to assure ruts are not formed in the turf and edge all turf areas being mowed. During the dormant season turf maintenance will occur bi-weekly.
2. **Tree wells will be maintained and trimmed to surrounding grass height per OPUD.**
3. ~~Inspect and adjust tree ties and stakes as needed. If any tree ties and stakes are found to need replacement the client will be charged.~~ **To be completed by OPUD.**
4. Prune all shrubs and lower tree branches one inch in caliper or less for trees below 8 feet to specifications of property manager.
5. Remove all cuttings, trash and other landscape debris. Green waste will be dumped at Grow Bio Mass at OPUDS expense.

Ground Cover Areas and Planter Beds:

1. Edge ground cover and planter beds as needed 4 inches away from walkways, fixtures, plants, etc.

2. Keep the ground cover trimmed away from the sprinkler heads to allow proper water distribution.
3. Plant material, such as hypericum and "no-mow grasses", shall be mowed as needed.
4. Maintain areas clear of weeds all season and debris keeping areas clear of all trimmings and other landscaping materials.
5. Do not damage trees while using line trimmers around tree wells.

Shrub Care:

1. Shrubs shall be pruned as necessary to maintain the natural form of the plant, to maintain growth within space limitations, to eliminate damaged or diseased wood, and to maintain the health of the plant.
2. Well around trees and shrubs 18 inches from the trunk or as specified by the client.
3. ~~Snail and slug bait will be provided as needed. Problems exceeding these minor infestations will be evaluated and priced proposed.~~ Completed by OPUD.
4. All shrubs over 15 feet above ground will be handled as an enhancement service.

Fertilization Treatments: To be completed by OPUD

- ~~1. Special fertilization for tree and acid-loving plant material (i.e., azaleas, camellias, rhododendrons, roses, etc.) will be applied as required to maintain acceptable standards but will be treated as an enhancement, not included in this contract.~~
- ~~2. Deep root fertilizer applications will be treated as enhancements, not included in this contract.~~

Weed Control, Pesticide, and Herbicide Application:

1. General pest management, insecticides, fruit inhibitors, and soil injections are not included under the maintenance contract. The work will be performed according to the guidelines of Integrated Pest Management. All mechanical, cultural, and chemical options will be considered prior to treatment, then applied based on pest-load and potential for increased infection. The expense associated with assessment and treatment program will be proposed for approval prior to implementation.
2. Herbicides will be provided by OPUD.

Tree Care:

1. Height limitation for tree pruning covered in this specification is 12' feet. Pruning of lower branches, 3" caliper and less, will be done to the specification of the customer.
2. Trees under 12 feet in height are scheduled to be pruned in the winter months except safety-related pruning, which will be done at no additional cost to the client. Trees in excess of 12 feet are not the landscape contractor's responsibility.
3. ~~Any stakes or ties used will be billed to the client.~~ To be completed by OPUD
4. As necessary, removal of existing stakes and guy wires will be considered. If a mature tree is unstable at this time, the client should consider removal, replacement, and the cost to do so.

Parking Lot and Walkways:

1. Blow down walkways and curb lines weekly.

2. Clean curbs and corner build-up in parking lot areas.
3. Blow down entire parking lot as well as street parking.

Debris Removal:

1. All cuttings / clippings generated from maintenance work will be removed from the job-site, and disposed of legally, unless special arrangements have been made or mulching mowers are used. Dumped at Grow Bio Mass at OPUDs expense.

Items NOT included in the monthly maintenance service: **Completed by OPUD**

- ~~1. Requested repairs for sprinklers. Client is billed for time and materials up to \$500.00 for incidental and high priority repairs. Any work exceeding \$500.00 will be proposed.~~
- ~~2. All major irrigation repairs (i.e., PVC pipe, valve and controller repairs, backflows, wire and line tracing and troubleshooting) shall have approval from client prior to proceeding.~~
- ~~3. Plant material replacement due to damages from regulatory water restrictions. Replacement will be provided on a proposed basis~~

Notes to Contract:

1. **RAIN DAYS** – Crews will not operate equipment that may be damaged by rain or mow any grass during rainy days. Crews are available to provide other operations if it is within a safe environment. OPUD provides service to the parks during and after rain.
2. **STORM CONDITIONS** – An on-call crew, for after hours, will be available for storm damage. Crews during normal operating hours will be available for storm cleanup.
- ~~3. **VANDALISM** – Work performed to repair acts of vandalism, damage done by others or extreme conditions beyond the landscaper contractor’s control will be borne by the client. OPUD~~
- ~~4. **EMERGENCY SERVICES** – Provided 24 hours per day, seven days per week. Emergency services are billed at time and a half for non-working hours, with a two-hour minimum. Truck charge will apply. OPUD~~
5. **INSURANCE** – Insurance showing OPUD as additional insured **MUST** be provided with contract before starting on April 1st and as requested along with policy renewal.
6. **ENHANCEMENT SERVICE BILLINGS** – All work not covered in the monthly maintenance service contract will be billed as work is completed – terms net 30 days.
7. **SPECIAL EVENT SERVICES** – Can be provided and a minimum of 24 hours notice is required. Work shall be performed on a Time and Materials basis.
8. **HOLIDAYS** – Service will not be performed or only limited service on the following holidays:

New Year’s Day	Labor Day	Independence Day
President’s Day	Thanksgiving Week	
Memorial Day	Christmas Week	

PRICING SUMMARY

Landscape Maintenance Services

Service Pricing

3 year contract 2024 - 2027

7-month contract (April through October) with a 5 man crew

\$28,970.00 per month (7 months)

\$202,800.00 annually

Elite has a commitment to serving our customers and their properties. Elite offers emergency services available during or after business hours (7:00a.m to 4:00p.m.). In case of emergency, please call (916) 568-1400. Response to emergency calls will be billed at \$150.00 per hour and include an emergency mobilization fee. A minimum of 2 hours is billed for all service calls. Please visit our web site at WWW.ELITE.GS for details and definitions outlined in our General Terms and Conditions

Payment Terms:

- Billing cycles will be the first of each month and due within 45 days of receipt unless otherwise noted within the service contract.
 - 1.5% "Early-pay" discount applied for payments received Net 15.
- Credit card payments are accepted for an administration fee of 3.5% of the invoiced amount.
- Accounts not paid within 45 days of the date of the invoice are subject to a 1.5% monthly finance charge (18% APR).

In the event Elite is legally mandated to increase the staff's wage or benefits through legislative action by the federal, state, or local government or through union collective bargaining agreements, unknown to Elite at the time of this agreement, the owner or it's agent understands a price adjustment may be required. The terms of this agreement are transferable by either party to this agreement and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

Please refer to www.elite.gs/terms for all terms that may apply.

SERVICE CONTRACT

THIS Service Contract, dated as of the Date of Contract in Article I.a. below, is made by and between Owner and Contractor as defined in Article I.

I. GENERAL

- a. Date of Contract: 03/14/2024 b. Service Start Date: 04/01/2024
- c. Owner: _____
- d. Manager: _____
Billing Address: _____
Phone and E-mail Contact: _____
- e. Property Name: _____
Property Address: _____
- f. Contractor: Elite Service Experts, Inc
- g. Services: Services based on Scope of Services outlined herein
- h. Consideration: Fees based on Pricing Summary outlined herein

IN WITNESS WHEREOF, the parties hereto have caused this Service Contract to be executed by their duly authorized representatives as of the date first herein above written. Articles I through XIX and Exhibits as attached are incorporated herein.

OWNER:

CONTRACTOR:
Elite Service Experts
Contractor's License # 1028975

By: _____
Agent for Owner

By: _____
Agent for Contractor

Title: _____

Title: _____

Date: _____

Date: _____

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises, terms, covenants, conditions and agreements as hereinafter set forth, the parties hereto agree as follows:

II. Term of Agreement. The term of this Agreement shall be for one year commencing on date shown in Article 1.b, and is automatically renewed, thereafter, for the successive periods each, unless notified by Owner of intention for termination, by providing notice to Contractor of its intention sixty (60) days prior to the expiration of this Agreement. Compensation for any renewal term after the initial term will increase a minimum of 3.5% per year. **This will be negotiated by both parties towards the end of the contract. Increase is based off CPI at the time of renewal.**

III. Scope of Services. Contractor shall perform the following duties as directed by Owner or its assigned Managing Agent. Contractor will implement, manage, maintain, and perform all contractual services according to typical industry standards and in a professional, courteous manner at all times as specified under Article I.g.

IV. General Conditions. Contractor shall furnish all labor, materials, equipment and supplies to perform the services outlined on the work authorization, attached proposal, or contract, unless otherwise specified within the contract (attached hereto and hereby incorporated herein).

Contractor shall not be liable for damage from faulty operation of equipment, nor for injury to persons thereof or damages to property except that which is directly due to the negligence of Contractor. In any event, Contractor liabilities shall not include consequential damages, but instead shall be limited to the reasonable value of the repair or the replacement of the equipment, or part thereof. **If damages are caused by faulty operation of equipment or damages to property, Elite will repair or replace.**

Contractor shall be excused for delay in completion of the contract, and shall not be liable for the loss of, or damage to buildings, and grounds caused by natural disasters, acts of the owner or the owner's agent, employee or independent contractor, inclement weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, transportation conditions, material shortages, or damages attributable to additions, alterations, adjustments, or repairs made by other contingencies unforeseen by Contractor and beyond the reasonable control of Contractor.

V. Compensation. Owner shall compensate Contractor for the performance of Contract Duties in the amounts and rates established as specified under Article I.h.

VI. Payment and Terms. Contractor shall provide a monthly and detailed invoice to Owner for the Contract Duties due upon receipt. A finance charge of 1½% may be assessed if payments are received thirty (30) calendar days or more from the date of invoice. Contractor shall have the right to stop any work, if any payment shall not be made to Contractor under this agreement, on a timely basis.

VII. Other Reimbursable Costs. All other reimbursable costs associated with the delivery of the Contract Duties will be invoiced and due upon receipt.

~~**VIII. Additional Work.** Should the owner, or his representative, direct any modification or addition to the work covered by this contract, the costs shall be adjusted accordingly. Owner may request Contractor to perform services or provide materials that are not set forth within the Contract Duties.~~

~~Contractor agrees to perform such additional work so long as, immediately before the performance of such additional work, Owner shall authorize in writing the scope of such additional work and compensation payable to Contractor for the full performance of said additional work. Contractor shall invoice Owner for such additional work, as authorized and performed, upon completion of service and due upon receipt.~~

IX. Holidays. The following holidays shall be observed per the Contractor employee benefit programs: Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Week, Christmas Week and New Year's.

X. Early Termination. Either party may, at any time and for any or no reason, by giving not less than 30 days advance written notice of same to the other party, which shall specify the effective date of early termination.

XI. Contractual Relationship of Parties. Contractor is retained as an independent contractor by only Owner for the purpose and to extent set forth in this Agreement. This agreement cannot be assigned to another part without the express consent of the parties Contractor and Owner.

XII. Insurance. At all times during this contract, Contractor shall maintain in effect insurance in the amounts of \$1,000,000/\$1,000,000/\$2,000,000 for commercial general liability, property damage and personal injury respectively. In addition, Contractor shall maintain in effect Workers Compensation as required by law. Contractor shall provide to Owner a certificate or certificates of insurance.

XIII. Confidentiality. Each of the Parties, in their sole discretion, shall determine what Confidential Information shall be disclosed to the other under this Agreement. To the extent one of the Parties elects to disclose Confidential Information to the other Party, this will be done at a time and in a manner agreed upon by the Parties.

For purposes of this Agreement "Confidential Information" shall mean any and all tangible and intangible information, whether oral or in writing or in any other medium, relating to the finances, management, operations, products or inventions of each of the Parties, including, without limitation any and all trade secrets, know-how, designs, concepts, formulations, processes, control and service performance, information, data, manuals, supplier lists, customer lists, marketing information, computer programs and computer databases, whether developed by the Parties, or furnished to one of the Parties by the other Party, all information which relates to either of the Parties' analysis of the Confidential Information and all derivatives of the Confidential Information. The Confidential Information includes all or any portion thereof.

XIV. Indemnity. To the fullest extent permitted by law, each of the Parties agree to indemnify, defend and hold harmless the other party on account of any liability, loss, injury, damage, lawsuits, acts or claim and costs of whatever nature that may result from a breach of this Agreement.

XV. Dispute Resolution. If the owner should default in any of his obligations under this contract, Contractor shall have the right to recover, as damages, the reasonable value of work performed by Contractor or the balance of the contract price plus any other damages sustained, as a result of the owners' default. Title to and ownership of all equipment and materials, installed by Contractor, is expressly agreed to be, and remain Contractor' until payment in full, for any and all equipment and materials, has been received by Contractor. In the event of default hereunder, Contractor shall have the

right, without notice, to enter at any time the premises of the contracting party wherein any materials or equipment of Contractor' is located, and to take possession and removal of the same, without recourse, to any legal proceedings for that purpose, or without any liability, whatsoever, arising there from.

If either party becomes involved in litigation, arising out of this contract, or the performance hereof, the court or arbitration panel shall award reasonable costs and expenses, including attorney's fees, to the party entitled thereto. In awarding attorney's fees, the court or arbitration panel, will not be bound by any court fee scheduled, but shall, if it is in the interest of justice to do so, award full amount of costs, expenses and attorney's fees paid or incurred in good faith.

In the event of any dispute of the parties hereto, whether involving a claim in tort, contract or otherwise, the same shall be submitted to arbitration. Within a reasonable period of time, after receipt of notice of demand for arbitration, the parties to the dispute, shall each appoint a party arbitrator and give notice of such appointment to the other. Within a reasonable period of time after the appointment of the party arbitrators, the two arbitrators, so selected, shall select a neutral arbitrator, and give notice of the selection, thereof, to the Parties. The arbitrators shall hold a hearing, within a reasonable period of time, from the date of notice of selection of the neutral arbitrator. Arbitration shall be compulsory and binding, and except as provided herein, shall be conducted and governed by the provision of the California Code of Civil Procedure pertaining to arbitration. Either party is entitled to utilize attachment and mechanic's lien proceedings, concurrently with arbitration proceedings, and neither party will be held to have waived the right to arbitrate, by virtue of levy of attachment, or recording, and perfecting a mechanic's lien.

XVI. Change Notices. Any information or notices to be adjusted under this Agreement shall be in writing and shall be delivered 1) by email, 2) by personal delivery, 3) by fax, or 4) by federal mail with receipt acknowledged in writing. All notices shall be addressed to party specified in Article I.c, and delivered to address specified in Article I.d., as agent for owner, and party specified in Article I.f., as contractor.

XVII. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the contract duties and supersedes all prior negotiations, representations or agreements relating to the same, either written or oral, except to the extent that they are expressly incorporated into this Agreement. Unless otherwise provided in this Agreement, no changes may be made to it unless in writing and signed by the respective parties or their duly authorized agents. The individual executing this Agreement on behalf of Owner personally certifies and warrants that by his or her execution of the Agreement, it shall be legally binding and enforceable.

XVIII. Disclosure Agreement. Due to the current market cost fluctuations in products used to compile our pricing, Contractor will honor this price for a period of fifteen (15) days from the date of submittal or until fully executed. If an executed contract is not submitted to Contractor within 15 days, labor rates and associated overhead costs on management will be honored for 90 days, but products such as (PVC piping, liner bags, chemicals, cement, copper wire, lumber, steel, and gypsum products, etc.) are subject to change if suppliers pass along price changes to Contractor.

XIX. EEO Employer: Contractor is an EEO Employer and its Affirmative Action Policy is available upon request, but it is Contractor's intent to comply fully with the obligations and prohibitions listed in 41

C.F.R. § 60-250.5(a), which is fully incorporated herein by this reference and to comply with the provisions of 29 CFR part 470 (Executive Order 13201).

List of current Parks to be Serviced

1. Deputy Park – Chalice Creek Dr.
2. Feather River Park – Sugar Stick Dr.
3. Prairie Trails Park – Feather River Dr.
4. Kule Loklo Park – Atherton Way
5. Bear River Park – Monterey way
6. Riverside Meadows Park – Cimarron Way
7. Dry Creek Park – Minorities Dr.
8. Veterans Park – Kensington Dr.
9. Brown Park – Zanes Dr.
10. Eufay Woods Park
11. Bill Pinkerton Park – Knights Ferry Dr.
12. Orchard Glen Park – Bidwell Bar Dr.
13. Rolling Hills Park – Wilcox Ranch Way
14. River Park – Missouri Bar Rd.
15. Wheeler Ranch Park – Links Pkwy
16. Joanne Ailo Park – Snowy Egret St.
17. Donohue Park – Links Pkwy
18. Smith Park – Links Pkwy
19. Tahiti Park – Biglow Dr.
20. Lindhurst Park – McGowan
21. River Glen Park – Kartikeya St.
22. Becker Park – Olivehurst / Near Roundabout
23. Olivehurst Community Park – OPUD office
 - 23a. Pool at Olivehurst Community Park – Mow before 10 am – Collect grass clippings. Only use a mower with bag.
24. Johnson Park – Evelyn Dr.
25. Bus Stop – McGowan Pkwy & Deaton Drive N/A
 - 25a. Both sections of Deaton Drive – Weeds and Trees

**Mow height will be set according to OPUD standards. We will determine that prior to the start of the contract. Elite does not use John Deere mowers.



P.O. Box 2998
Granite Bay, CA 95746
916-621-3522
Contractor License #1000196

DATE: December 20, 2023
PROJECT: OPUD Parks
SCOPE OF WORK: Landscape Maintenance for Parks – Beginning of April to End of October.

MAINTENANCE:

1. **TURF AREA:** Mow, edge and keep free of weeds on a weekly basis unless otherwise stated. During dormant winter months, November through March, service will not be scheduled. Fertilization to be done by OPUD.
2. **SHRUB AREA:** Weed on a weekly basis unless otherwise stated. Usage of Roundup to be supplied by OPUD. Fertilization to be done by OPUD. Deadline (or comparable) for snail & slug control and Merit (or comparable) for aphid control all excluded.
3. **IRRIGATION:** Adjust timer clocks as needed throughout the year. Clean & adjust as needed to maintain optimum running condition. Irrigation technician, repairs, and/or materials are all excluded.
4. **ALL WALKWAYS:** Blow all areas clean of debris.
5. **REMOVAL OF DEBRIS:** Remove all related debris generated at the job site by maintenance crew to OPUD site for disposal. Dump fees are excluded from bid.
6. **CHECK INS:** With OPUD representative via email on a weekly basis for any new work or related repair work.
7. **VISUAL INSPECTION:** Check all work before leaving the job site to ensure professional images for all.
8. **EQUIPMENT & LABOR:** Usage of lawnmowers (21", 36", 72"), weed trimmers, backpack blowers, maintenance truck & trailer. 5-man crew during April-October.

PLEASE NOTE BELOW EXCLUSIONS:

1. **DAMAGE BY ACTS OF GOD SUCH AS BUT NOT LIMITED TO TYPES OF WEATHER.**
2. **DAMAGE BY GOPHERS/VOLES/RODENTS**
3. **PRUNING OF NATIVE TREES OR TREES HIGHER THAN 8'.**
4. **SPRAYING OF TREES DONE BY OTHERS.**

3 Year Maintenance Bid (7^{-month} service): **\$940,500.00**

- **2024 year – April-October: \$304,355.00**
- **2025 year – April-October: \$314,795.00**
- **2026 year – April-October: \$321,350.00**

APPROVED SIGNATURE REQUIRED BEFORE STARTING WORK.

ACCEPTED BY _____ DATE _____

New Creations Landscape Inc.

Everyone needs a New Creation

P.O. Box 2218 Lic#1049265
Marysville, Ca. 95901
Phone (530)632-9715

ESTIMATE

FEBRUARY 18TH, 2023
INVOICE#

TO: OPUD

FOR: 2024 REOCCURRING PARK MAINTENANCE
Vendor#6031924

Attention: Jesus Velazquez

DESCRIPTION	AMOUNT
<p>2024 Reoccurring Landscape Maintenance 3YR Contract</p> <p>Edge, Mow, Blow of all parks. Weed abatement manually and with the use of roundup. Tree trimming with 8ft canopy. Hauling away all debris to green waste facility paid for by OPUD.</p> <p>Start time is April 1st to October 31st. Seasonal Contract.</p> <p>Monday through Friday 40hrs per week.</p> <p>First Half=7AM-12PM Lunch=12PM-1PM Second Half=1PM-4PM</p> <p>5 Men with one truck and trailer. And 3 John Deere 997R Commercial Mowers.</p> <p>\$552 Per Acre</p> <p>\$552@62 Acres=\$34,224.00 Monthly Service Cost</p>	
TOTAL	\$34,224.00

Make all checks payable to New Creations

If you have any questions concerning this invoice, contact Leon Whiteley,(530) 632-9715 NewCreationsjg@comcast.net

Thank you for your business!

Triscapes Commercial Landscaping LLC
534 Vernon Street, STE 2, Roseville CA, 95678
triscapeslandscaping.com
916-787-0101
December 1, 2023

Jesus Velazquez
Parks Department Manager
Olivehurst Public Utility District
1970 9th Ave, Olivehurst, CA 95961

Dear Parks Department Manager,

Thank you for considering Triscapes Commercial Landscaping LLC for the landscape maintenance of your parks. We like your confidence and passion for making the parks a better place for the Olivehurst community, so we hope to be able to work with you at achieving your goals. I believe we addressed all of your landscape concerns in the attached proposal.

However, after careful consideration, we believe that a seven-month contract, spanning April through October, may not be the most beneficial option for your parks or our company. Here's why:

Plant Health:

Seasonal Transitions: April and October are critical transition months for plant life. Proper care during these periods is crucial for ensuring healthy growth and resilience throughout the year. A short-term contract might not allow us to adequately address the specific needs of plants during these delicate times.

Building Long-Term Relationships: Plants thrive under consistent care from knowledgeable professionals who understand their individual requirements. A full-year commitment allows our team to develop familiarity with each park's unique ecosystem, resulting in better plant health and proactive solutions to potential problems.

Staffing Challenges:

Seasonal Hiring: Finding and retaining skilled workers for a short-term project can be challenging. This can lead to inconsistent service quality and potential disruptions to your park maintenance schedule.

Training and Development: Investing in training a temporary workforce requires significant time and resources. With a full-year contract, our permanent staff can develop specialized knowledge about your parks and continuously refine their skills, ultimately delivering a higher standard of service.

Long-Term Benefits:

Continuity and Consistency: A year-round partnership fosters a deeper understanding of your needs and preferences. This allows us to proactively anticipate challenges, optimize resource allocation, and deliver consistently high-quality maintenance throughout the year.

Cost-Efficiency: Hiring and training seasonal workers can be expensive. A full-year contract allows us to leverage our existing team and resources, potentially resulting in cost savings for both parties.

We understand your need for seasonal maintenance, and we are happy to discuss alternative solutions that better align with your budget and long-term goals. Perhaps a shorter contract focused on critical periods like spring and fall, or a phased approach where we start with a few key parks and expand based on your satisfaction, could be mutually beneficial.

We are confident that we can create a maintenance plan that prioritizes plant health, ensures consistent service, and delivers long-term value for your parks. We are committed to finding a solution that works for both of us. Please read our proposal and let us know if we missed anything or if I misunderstood anything from our meeting.

It is our goal and passion to help you create beautiful, healthy, and functional parks that the community can enjoy.

Sincerely,

John Javidan,
Triscapes Commercial Landscaping LLC.
CA 1077103

Triscapes Commercial Landscaping LLC

References

Client References for our three biggest maintenance clients,

Palladio Folsom, 50 acre premium outdoor shopping center that we maintain all of the landscaping.

Paul Elkin,
916-410-8000,
PElkin@tri-pm.com

TRI Property Management, we manage landscaping maintenance at 4 large shopping centers for her.

Jody Boris
916-960-5774
jbooras@tri-pm.com

Quality Group of Companies, 30 acre campus in Roseville that we maintain landscaping

Stephen Blynn
408-234-2902
stephen.blynn@qualitygc.com

Professional References

Siteone Landscape Supply, our biggest parts supplier

Dave Huber
650-207-3206
dhuber@siteone.com

Rock Pros Landscape Supply, our biggest materials supplier

John Mehalakis
916-223-4681
rockprosoffice@gmail.com

Bar-Hein Company, our biggest equipment supplier

John Mysicka
916-482-1722
jmysicka@aol.com

Proposal to perform professional landscape maintenance at
Olivehurst Public Utility District's ≈ 62 acres of parks, by



This proposal (in the form of a contract) is made on December 1, 2023, for, Olivehurst Public Utility District (OPUD) by Triscapes Commercial Landscaping LLC, (the "Contractor") in Yuba County, California. The Contractor requires two months advance notice to start the performance of this proposal.

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

Contract to perform professional landscape maintenance at approximately 62 acres of parks at,

1. Eufay Wood Sr. Memorial Park at Zanes Drive & River Oaks
2. Rolling Hills Park at Wilcox Ranch & Lidenmeir
3. Orchard Glen Park at Bridgeport Wy & Golden Gate Dr
4. Veteran's Park at Churchill Wy & Kensington Dr
5. Donald F. Brown Memorial Park at Zanes Drive & Darkhorse
6. Bill Pinkerton Memorial Park at Hidden Creek Wy & Knights Ferry
7. Bear River Park at Monterey Way and Santa Barbara
8. River Park at Independence Tril & Missouri Br
9. Olivehurst Community Park and around building at Powerline Road
10. Lindhurst Memorial Park at McGowan Parkway
11. Johnson Park at Evelyn Drive
12. Tahiti Village Park at Biglow Drive
13. Smith Memorial Park at Wheeler Ranch Dr & Links Pwy
14. JoAnne Aiello Memorial Park at Links Pwy & Snowy Egret
15. Richard Doug Donahue Park at Wheeler Ranch Drive
16. River Glen Park at Kartikeya Drive
17. Wheeler Ranch Park at Wheeler Ranch Dr
18. Becker Park at Chestnut Rd & Olivehurst Ave
19. Feather River East Park at 1037 Sugarstick Dr & Abbeylane Wy
20. Riverside Meadows Park 1701 Cimarron Drive
21. Bus Stop at McGowan Pkwy and Daeton Dr
22. Across from Bus Stop at McGowan Pkwy and Daeton Dr
23. Prairie Trails Park at Feather Ridge Drive and Hennessey Way
24. Deputy B. Meilbeck Memorial Park at Chalice Creek Rd and Feather River BLVD
25. New park at Atherton Way and Rutherford Way

OPUD contact: Jesus Velazquez, Olivehurst Public Utility District, 1970 9th Ave, Olivehurst, CA 95961,
jvelazquez@opud.org (530) 743-4657

Contractor contact: John Javidan, TriScapes Commercial Landscaping LLC, 534 Vernon Street #2, Roseville, CA 95678,
john@triscapeslandscaping.com (916) 787-0101

Scope of Work,

The Contractor agrees to provide the following landscape maintenance services to OPUD:

1. Pruning and Shaping of plants such as shrubs, ground cover, and native grasses
 - Prune and shape plants to prevent growth over play areas, sidewalks, walkways and parking areas weekly or as needed.
 - Prune and shape plants as required for proper plant health and appearance at least twice annually.
2. Tree Branch Trimming
 - Prune low-hanging tree branch growth around signs or over play areas, sidewalks, walkways and parking areas weekly or as needed, up to 7 to 8 feet to ensure safety and clear access.
 - Prune low-hanging tree branches on trees that are in planters once per year to maintain the health and appearance of the trees.

- Contractor is not a licensed arborist. Contractor will not trim anything over 12 feet high. Contractor's feet will never leave the ground to trim trees. Pole saws and pole loppers will be used to trim trees. No ladders will be used to trim trees.
3. Pine Tree Management
 - Allow pine trees that are not in play areas or near walkways to grow naturally from the ground up.
 4. Sucker Removal
 - Remove suckers, which are small shoots that grow from the base of trees, weekly or as needed to prevent them from taking away nutrients from the main tree.
 5. Lawn Mowing and Maintenance
 - Mow lawns with 30" walk-behind Toro mowers, 32" Wright Stand-behind mowers, and 72" John Deere diesel Z900, weekly or as needed.
 - Manicure sidewalks, edges, mow curbs, corners, around trees, around valve and utility lids, and around poles or posts with an edger or weed eater.
 - Leave lawn clippings on the lawns to mulch.
 6. Weed Control
 - Maintain weeds in planters, walkways, sidewalks, non-irrigated areas, and around pump enclosures.
 - Hand-pull weeds in planters over 3 inches and treat small weeds with a non-selective systemic herbicide provided by OPUD.
 - Apply pre-emergent herbicide at least once per year.
 - Use weed eaters or mowers to knock down weeds in non-irrigated areas as needed.
 - Olivehurst park has Non irrigated knock down areas that will be mowed at level 3
 7. Organic Debris Removal
 - Collect organic debris such as fallen leaves, sticks, pine cones and branches and haul them away to be recycled.
 - Clean storm drain inlet grates of debris.
 - Recycle hauled-away green waste.
 8. Irrigation System Management
 - Manage the watering system timing as needed and with the weather to maintain moisture requirements of plants.
 - Observe weather and moisture in shrubs and lawns to advise when to turn irrigation on in the Spring and off in the Fall. (Usually on around May and off the end of October)
 9. Reporting
 - dry planter beds, or dry patches in lawns
 - removal of dead plants
 - graffiti
 - broken sprinklers, noticeable irrigation leaks
 - fungus, disease, or infections on plants or trees
 10. Plant Replacement
 - Install replacement plants such as shrubs, ground cover, or native grasses provided by OPUD.
 11. Management Visits
 - The Contractor's manager will visit the parks once per week and write tasks for the maintenance crews.
 - The Contractor's horticulturist will visit the parks once per quarter and write a report which will be used by the manager to write tasks for the crews.

OPUD agrees to apply pre-emergent at least once per year, to be performed by OPUD staff with pre-emergent supplied by OPUD. Nonselective systemic herbicide will be applied by OPUD at least once per year. OPUD will provide the Contractor with nonselective systemic herbicides as needed for application by contractor.

Contractor's exclusions,

- Bark installation
- Decomposed granite installation
- Deep root injections and/or dredging for fertilization or pest control
- Fertilization of lawns, shrubs, and trees
- Fungus treatments
- Irrigation repairs
- Lawn aeration
- Lawn amendments
- Lawn dethatching
- Lawn overseeding
- Lawn treatments for pests
- Refuge removal (except for on lawns before mowing).
- Sick or fallen tree removal
- Storm drain flushing
- Stump removal
- Tree planting
- Tree staking maintenance
- Weed control in lawns
- Willow ranch park, Between street and sidewalk are county not OPUD
- Veterans Park lawn in baseball Feilds excluded. Trees and shrubs in baseball park are contractors responsibility.

All of these exclusions are available at additional costs to OPUD. (Hourly costs detailed below in General Conditions)

Contractor's employees will not be scheduled to work on these days,

- Weekends
- New Year's Day (January 1)
- Birthday of Martin Luther King Jr. (Third Monday in January)
- Washington's Birthday (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25)

Annual Budget for services \$379,200 (\$31,600 per month)

The term of this Agreement shall be three (3) years commencing on the Effective Date and shall automatically renew for successive one (1) year periods thereafter unless either party provides the other party with written notice of its intention not to renew this Agreement at least three (3) months prior to the expiration of the initial term or any renewal term of this Agreement.

OPUD agrees to pay the Contractor within thirty (30) days of the date of each invoice. Monthly maintenance will be billed on the first of each month for that's months service and is due by the end of the month. Other services will be billed after the service is complete.

Cancellation,

OPUD may cancel this contract at any time by providing the Contractor with written notice at least ninety (90) days in advance. The Contractor will be entitled to reimbursement for all services performed prior to the date of cancellation.

Dispute Resolution,

Any disputes arising out of this contract will be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

Governing Law,

This contract will be governed by and construed in accordance with the laws of the State of California.

General Conditions,

Landscape personnel shall be trained in the methods and techniques necessary to maintain the landscape to the highest standard. Landscape personnel shall wear uniforms and conduct themselves in a professional manner. All practices and materials shall be in accordance with the standards of the trade. All work shall be subject to the general supervision and satisfaction of OPUD or agent. Maintenance labor is billed at \$60 per hour. Repair/Install labor at \$100 per hour for skilled landscape technician. \$119 per hour for Landscape horticulturist. Emergency or after-hours repairs are \$125 per hour. All nonscheduled service calls shall be billed at a two (2) hour minimum charge. Parts and materials marked up 15% above retail to cover ordering and delivery costs. Contractor reserves the right to place a preliminary lien on the property. All damage to, or theft from landscaping or irrigation installation not caused by the contractor shall be corrected by OPUD or the contractor at OPUD's expense upon receipt of authorization to proceed.

Entire Agreement,

This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

Severability,

If any provision of this contract is held to be invalid or unenforceable, such provision will be struck from this contract and the remaining provisions will remain in full force and effect.

Waiver,

The failure of either party to enforce any provision of this contract will not be construed as a waiver of such provision.

Notices,

All notices and other communications hereunder will be in writing and will be deemed to have been duly given when delivered by email, in person, upon the first business day following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

If to OPUD: 1970 9th Ave, Olivehurst, CA 95961

If to the Contractor: 534 Vernon Street, STE 2, Roseville, CA 95678

Either party may change its address for notice by giving email notice to the other party as provided above.

(client legal)

(signature page)

(end)