

**CITY OF ALBANY
CITY COUNCIL AGENDA
STAFF REPORT**

Agenda Date: March 1, 2021

Reviewed by: NA

SUBJECT: Albany Creeks & Open Space Maintenance and Restoration Program –
Award of Contract No. C21-28

REPORT BY: Margot Cunningham, Natural Areas Coordinator
Mark Hurley, Public Works Director/City Engineer

SUMMARY

The issue before Council is approval of Contract No. C21-28, a 3-year contract with Urban Tilth (Contractor) to perform maintenance and restoration work for Albany Hill, Cerrito Creek, and Codornices Creek.

STAFF RECOMMENDATION

That the Council adopt Resolution No. 2021-24, authorizing the City Manager to award and execute Contract No. C21-28 with Urban Tilth to maintain and restore open spaces on Albany Hill, Cerrito Creek, and Codornices Creek, in the amount of \$293,651.93, using funds appropriated as part of the Public Works operating budget.

BACKGROUND

In 2012 the Council adopted the Albany Hill Creekside Park Master Plan, which outlines vegetation management actions for Albany Hill and the section of Cerrito Creek next to the hill.

Starting in 2017 the City has conducted increased vegetation and other maintenance on Albany Hill and Cerrito Creek, with Urban Tilth performing work on three projects on the hill in the past two years. And in 2018 the City initiated restoration and maintenance along the section of Cerrito Creek from San Pablo Ave. to Adams St. with Urban Tilth as the contractor.

Since 2019 the City has taken on vegetation maintenance along Codornices Creek per the MOU between the City of Albany, City of Berkeley, and University of California.

Parks, Recreation, and Open Space Commission reviews annual reports on vegetation management on Albany Hill, Cerrito Creek, and Codornices Creek.

DISCUSSION

The City has been maintaining vegetation on Albany Hill and Codornices Creek once or twice per year, but open spaces would benefit optimally from work performed all year long. Crews can work on different tasks and in different areas throughout the year. Plants flower and seed or go

dormant at different times and certain habitats are more vulnerable to work disturbance at different times of the year. Native plantings grow best if installed in the winter and get follow-up watering and care through the spring, summer, and fall months.

In addition, vegetation management tasks are not as effective if performed once a year. Keeping up a continuous maintenance schedule reduces the amount of time and work spent catching up with tasks that have reverted back towards their original state. Because invasive plants, for example, can produce large and/or long-lived seed banks or re-sprout continuously, multiple and frequent passes are usually needed to reduce or eliminate their populations. Working on them before they grow large again or seed and spread is easier and less time-consuming in the long term. As another example eucalyptus trees drop bark and branches all year round and picking them up continuously reduces fuel loads throughout the year.

This contract will benefit the City by providing year-round, long-term vegetation management in the noted open spaces. Urban Tilth has shown good effort on four projects on Albany Hill and Cerrito Creek since 2018, and staff is pleased with the quality and responsiveness of their work.

SUSTAINABILITY CONSIDERATIONS

The project on Albany Hill, Cerrito Creek, and Codornices Creek will benefit the environment and community of Albany by maintaining vegetation for access and fire safety and restoring native ecosystems.

The project is consistent with the goals, policies, and actions of the following plans:

City of Albany Climate Action and Adaptation Plan 2019, Goal 3: Increase resilience of natural lands and systems. Approach: Manage, restore, and partner to foster resilient natural landscapes.
Action 4.3.1 Continue to restore and maintain creeks to accommodate increased rain events
Action 4.3.2 Continue to manage wildfire risk by implementing vegetation management and fuel reduction programs.

Albany 2035 General Plan, Parks, Recreation, and Open Space Element:

Action PROS-1.B: Creekside Master Plan Implementation

Implement the open space management recommendations of the 2012 Creekside Master Plan, including vegetation management, trail improvements, signage and other park improvements

Policy PROS-3.7: Vegetation Management Ensure that park landscaping and maintenance practices are consistent with City policies to reduce wildfire hazards and manage vegetation. These practices should also reinforce City programs to conserve water, promote Bay-friendly landscaping such as native, non-invasive, drought- tolerant plants, and use reclaimed water for irrigation

Action PROS-3.H: Measure R Prior to the expiration of the Measure R Landscape and Lighting Assessment District (No. 1996-1) in 2020, utilize available funds to acquire additional open space and implement vegetation management programs on Albany Hill, and to undertake continued restoration of Cerrito and Codornices Creeks. If approved by voters, broaden use of Measure R funds to include additional open space projects.

Policy PROS-6.7: Albany Hill: Maintain and expand the system of trails on Albany Hill, including connections between Creekside Park and the neighborhoods on the hill's perimeter.

Action PROS-6.E: Community-Based Creek Restoration: Continue to support the work of Friends of Albany Hill, Friends of Five Creeks, and other community based organizations to enhance the open space and trail potential of Codornices Creek, Cerrito Creek, Village Creek, and other natural areas in the city.

Albany 2035 General Plan, Conservation and Sustainability Element:

Policy CON-1.3: Conservation of Albany Hill: Protect and restore natural features, native vegetation, and wildlife on Albany Hill.

Policy CON-1.7: Creek Restoration: Enhance the natural characteristics of Albany's creeks and uncover and restore ("daylight") portions of creeks that have been placed in underground culverts and pipes where feasible.

Action CON-1.A: Codornices and Cerrito Creek Restoration Initiatives: Continue collaborative efforts with community organizations, resource agencies, and adjacent cities to restore natural conditions and stabilize banks along Albany's creeks, particularly Codornices and Cerrito Creeks.

Policy CON-2.5: Albany Hill Vegetation Management: Protect the remaining native plant communities on Albany Hill. Vegetation on the Hill should be managed in a way that gradually reduces the extent of the eucalyptus forest and encourages native plants to return.

Action CON-2.D: Creekside Master Plan Implementation: Implement the vegetation management prescriptions of the Albany Hill Creekside Master Plan, and periodically update the Plan as conditions change.

Action CON-2.G: Native Plant Restoration: Preserve and enhance native plant communities in the city while encouraging the control or removal of invasive and non-native species.

Policy CON-5.3: Monarch Butterfly Roosting: Consider potential impacts to Monarch butterfly roosting sites on Albany Hill in any future applications for development, park expansion, trail construction, and fuel reduction on the Hill.

Action CON-5.D: Monarch Butterfly Surveys: For construction projects that would affect eucalyptus, pine, and cypress groves during the period between September and March, require pre-construction surveys by a qualified biologist to determine if roosting Monarch butterflies are present. In the event winter colonies are identified, require appropriate measures to avoid impacts, such as postponing tree removal until butterflies have left or by designating buffer areas around the affected trees.

SOCIAL EQUITY AND INCLUSIVITY CONSIDERATIONS

The project encourages equal access to opportunities and resources by providing gainful long-term employment to young adults living in Richmond and surrounding communities through the

Watershed Stewardship Restoration Field Crew of Urban Tilth, a 501(c)-3 non-profit founded in 2005. Urban Tilth teaches local residents about the relationships between natural ecosystems, food, health, and justice, and directly engages community members in activities to improve urban environments.

Urban Tilth's Basins of Relations Watershed Stewardship Program has been empowering young adults as they restore critical riparian and watershed habitat in collaboration with local agencies and landowners. Since the program's creation in 2015 over thirty young adults have graduated from the 15-week-long hands-on program. Exceptional students from the program earn permanent employment in the Stewardship Field Crew. They have learned a diverse array of knowledge and skills to steward and restore ecosystems within their communities, including native plant identification and propagation, invasive species removal, wildland weed control, erosion control, trail maintenance and stewardship, soil bioengineering, green infrastructure construction and maintenance, creek restoration, and more.

CITY COUNCIL STRATEGIC PLAN INITIATIVES

This project is consistent with the City's Strategic Plan Goal 3 Maximize and Improve Parks and Open Space, Objective 2 Enhance Open Space, Item 3 Program and implement final Measure R projects and provide final accounting for that Measure.

FINANCIAL SUMMARY

The City's Public Works operating budget includes funding for maintenance of the City's creeks and open spaces.

<u>Work Area</u>	<u>Annual Cost</u>
Codornices Creek	\$24,561.45
Cerrito Creek	\$16,842.50
Albany Hill	\$56,480.03
Total Annual Cost:	\$97,883.98
Total Contract Cost (3 year term):	\$293,651.93

This contract is within the appropriated operating budget for the Public Works' Creeks & Open Space maintenance program, and no budget adjustments are needed at this time. Codornices Creek maintenance work specifically is supported by funds allocated as part of the MOU with the City of Albany, City of Berkeley, and University of California.

Attachments

1. Resolution No. 2021-24
2. Contract No. C21-28

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WHEREAS, Urban Tilth has provided a proposal for stewardship and restoration services on Albany Hill, Cerrito Creek, and Codornices Creek for a term of three years, which Staff has deemed to be worthwhile in light of the benefits and opportunities that will accrue to local young adults and the valuable work that will be performed in the community.

NOW, THEREFORE, BE IT RESOLVED, that the Albany City Council hereby authorizes the City Manager to execute Contract No. C21-28 with Urban Tilth in the amount of \$293,651.93 for the Albany Creeks & Open Space Maintenance and Restoration Program, using funds appropriated as part of the Public Works operating budget.

GE'NELL GARY, MAYOR

CITY OF ALBANY
MAINTENANCE SERVICES AGREEMENT
OPEN SPACES MAINTENANCE & RESTORATION PROJECT
CONTRACT NO. C21-28

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____ 2021 by and between the City of Albany, a California charter city (“City”) and Urban Tilth, a 501(c)-3 non-profit with its principal place of business at 323 Brookside Dr, Richmond, CA 94801 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing vegetation maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the City of Albany Open Spaces Maintenance and Restoration Project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional vegetation maintenance services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from March 2, 2021 to March 2, 2024 unless earlier terminated as provided herein. City may in its sole discretion extend the term of this Agreement for an additional two years by providing notice of its decision to exercise this option to extend to Contractor. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates the Natural Areas Coordinator, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates the Executive Director, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his or her best skill and

attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage..

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor

performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2);

or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing Services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section,

unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 combined single limit per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the

State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City of Albany, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Albany, its officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership,

operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under

the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference,

Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Two Hundred Ninety-Three Thousand, Six Hundred Fifty-One Dollars and Ninety-Three Cents (\$293,651.93) without written approval of City's Natural Areas Coordinator. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.3.5 California Labor Code Requirements

a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Urban Tilth
323 Brookside Dr.
Richmond, CA 94801
Attn: Doria Robinson, Executive Director

City:

City of Albany
1000 San Pablo Avenue
Albany, California 94706
Attn: Nicole Almaguer
City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials,

officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Alameda County, California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

3.5.16 City to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF ALBANY
AND URBAN TILTH**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the _____ day of _____ 2021.

CITY OF ALBANY

URBAN TILTH

Nicole Almaguer
City Manager

Doria Robinson
Executive Director

Date

Date

Approved as to form:

Albany Business License No./Exp. Date:

Malathy Subramanian, City Attorney

Date

Attest:

Anne Hsu, City Clerk

Date

EXHIBIT “A”
SCOPE OF SERVICES
City of Albany Open Spaces
Maintenance and Restoration Project

The City of Albany maintains open spaces along portions of Codornices Creek, Cerrito Creek and Middle Creek, and on Albany Hill.

Objective:

Along creeks the City aims to protect and restore native riparian plant communities and safeguard public and private property in the floodplain by controlling invasive plants, planting natives, and working on erosion control. On Albany Hill the City endeavors to preserve and restore native plant communities, lessen fire hazards, and increase safety and access by reducing invasive plant populations, planting natives, and cutting back vegetation from fire roads and trails.

Scope of Work by Areas:

1. Codornices Creek, from 8th St west to railroad tracks (see Map 1)

Maintenance and restoration work consist of:

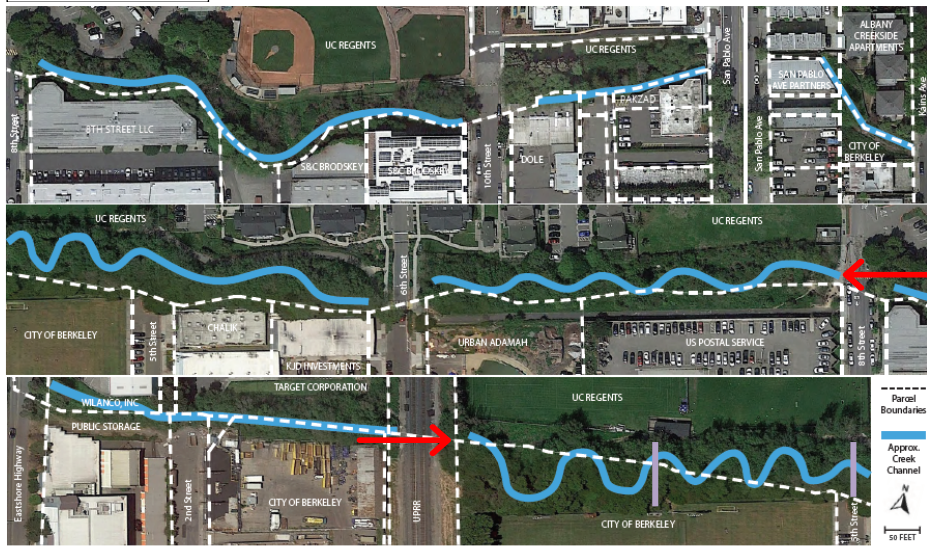
- A. Maintenance of vegetation along the creek corridor, along the pathway near the creek, around seating areas at 8th St, 6th St, 5th St, over bridges at 5th and 4th Streets, and along the ballfield fence line south of the creek from 5th St to the railroad tracks.
- B. Protection of creek banks from erosion.
- C. Care for current native plantings and plant more as needed.
- D. Tasks, tools, equipment, and supplies include, but are not limited to:
 - a. Manually weed around native plantings near 8th St., N side of creek between 5th St and 4th St, and in select other areas identified by Natural Areas Coordinator.
 - b. Line trim invasive grasses and other weeds for a distance of up to 4 ft from sides of path from 8th St to railroad tracks. Manually weed around clusters of native plants, as identified by Natural Areas Coordinator.
 - c. Prune limbs back from pathway and bridges.
 - d. Remove bindweed from trees and shrubs and dig up their roots from ground.
 - e. Dig up fennel, Himalaya berry, and other perennial invasive plants, as marked by Natural Areas Coordinator.
 - f. Plant natives and water as needed.
 - g. Apply erosion control cloth, sediment barriers, and mulch as needed.

Exhibit A

- h. Apply tarps and check current tarps over invasive perennials and stumps to prevent re-sprouting
- i. Assist in the removal and disposal of green waste debris.
- j. Tools and equipment: hand tools for cutting, digging, and extracting, such as pruning saws, loppers, pruners, pole saws, pole pruners, shovels, soil knives, mattocks, and weed wrenches; string trimmers; mallets; containers for watering; tarps for hauling; safety equipment
- k. Supplies: Native plants, erosion control cloth, sediment barriers, plastic tarping, weed control barriers, mulch, staples

Exhibit A

Map 1



arrows show area of work: between 8th St and RR tracks



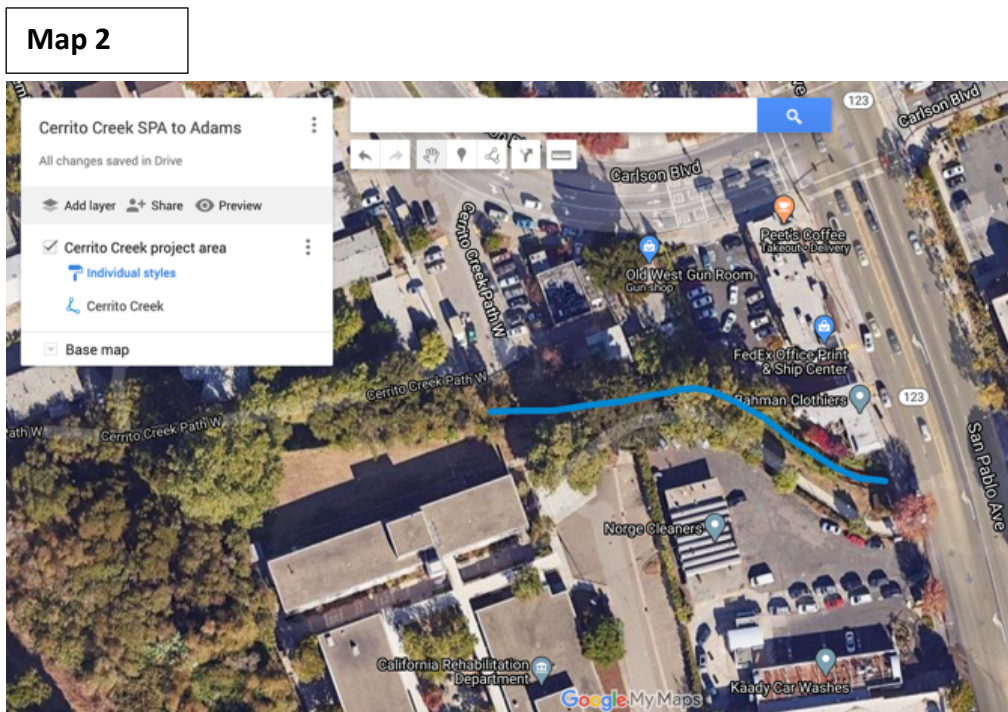
pedestrian bridges

2. Cerrito Creek East, 300 linear feet from San Pablo Ave. west to Adams St (see Map 2)

Continue with maintenance and restoration work started in 2018:

- A. Maintenance of vegetation along the creek corridor, from toe of bank to fence line on the south side and from toe of bank to fence line or curb on the north side.
- B. Protection of creek banks from erosion.
- C. Care for current native plantings and planting more as needed.
- D. Tasks, tools, equipment, and supplies include, but are not limited to:
 - a. Manually weed around native plants.
 - b. Dig out invasive plants, especially thornless blackberry.
 - c. Replace plant losses.
 - d. Water native plantings.
 - e. Apply erosion control cloth, sediment barriers, weed control barriers, and mulch as needed.
 - f. Prune shrubs and trees to maintain spacing between plants.
 - g. Provide protection for plants from damage caused by animals.
 - h. Apply tarps and check current tarps over invasive perennial grasses and stumps to prevent re-sprouting.
 - i. Assist in the removal and disposal of green waste debris.
 - j. Tools and equipment: hand tools for cutting, digging, and extracting, such as pruning saws, loppers, pruners, shovels, soil knives, and mattocks; mallets; containers for watering; tarps for hauling; safety equipment
 - k. Supplies: Native plants, erosion control cloth, sediment barriers, plastic tarping, weed control barriers, mulch, staples, protective caging for plants

Exhibit A



3. Albany Hill/Cerrito Creek West/Middle Creek, including Albany Hill Park (crest and E side), Creekside Park (N and E sides), Cerrito Creek from OCB west to Pierce St, Middle Creek from area NE of N end of Madison St. to Cerrito Creek, and fire roads on the S and W sides of the Hill (see Map 3)

Maintenance and restoration work consist of:

- A. Maintenance of vegetation along fire roads on the north side, crest, south, and west sides and along trails on the east side.
- B. Maintenance of vegetation within all vegetation units on the hill (see Map 3), including creek corridors.
- C. Protection of creek banks from erosion.
- D. Care for current native plantings and plant more as needed.
- E. Tasks, tools, equipment, and supplies include, but are not limited to:
 - a. Line trim invasive grasses and other weeds in the spring before their seed ripens in areas directed by Natural Areas Coordinator.
 - b. Line trim invasive grasses and other weeds in late spring or early summer on fire roads, 30 feet on either side of fire roads, around benches, along trail on the E side, and other areas as directed by Natural Areas Coordinator. Ensure all dry grasses on fire access roads are no greater than 2 inches (bare earth is recommended). Fire roads should be a minimum of 15 feet in width (see Illustration 1). On sides of fire roads mow to leave height of 4 to 6 inches.
 - c. Manually weed around native plants near fire roads and trails.
 - d. Prune shrubs and trees next to fire roads so that no brush or tree limbs are less than 15 ft from the ground (see Illustration 1 below).
 - e. Within 30 ft of fire roads limb up to 8 ft trees that are greater than 24 feet tall or 1/3 their maximum height for trees that are less than 24 feet tall (see Illustration 2 below).
 - f. Remove vines from trees within 30 feet of fire roads.
 - g. Remove excessive bark and dead wood along and near fire roads.
 - h. Remove invasive shrubs, trees, and vines, and other non-native plants, especially those posing fire hazards and/or threatening native plant communities.
 - i. Prune shrubs and trees next to meadows to reduce ladder fuels.
 - j. Remove encroaching small shrubs and trees from meadows to maintain current sizes of meadows.
 - k. Thin young oak thickets to select for best trees.
 - l. Keep concrete pathway on crest clean by sweeping and removing bark, dead wood, and leaves.
 - m. Remove re-sprouts from eucalyptus stumps.
 - n. Collect propagules from native plants and grow for future planting.
 - o. Plant natives and water as needed.
 - p. Provide protection for native plantings from damage caused by animals.

Exhibit A

- q. Apply erosion control cloth, sediment barriers, weed control barriers, and mulch as needed.
- r. Apply tarps and check current tarps over invasive perennials and stumps to prevent re-sprouting.
- s. Maintain trails by cutting back poison oak and repairing damaged areas.
- t. Assist in the removal and disposal of green waste debris.
- u. Tools and equipment: hand tools for cutting, digging, and extracting, such as pruning saws, loppers, pruners, pole saws, pole pruners, shovels, soil knives, mattocks, and weed wrenches; string trimmers; mallets; containers for watering; tarps for hauling; safety equipment
- v. Supplies: Native plants, erosion control cloth, sediment barriers, plastic tarping, weed control barriers, mulch, staples, protective caging for plants

Map 3



area of work

Illustration 1

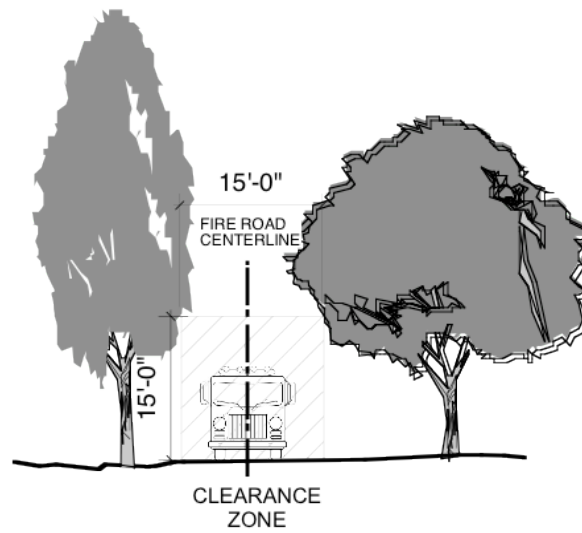
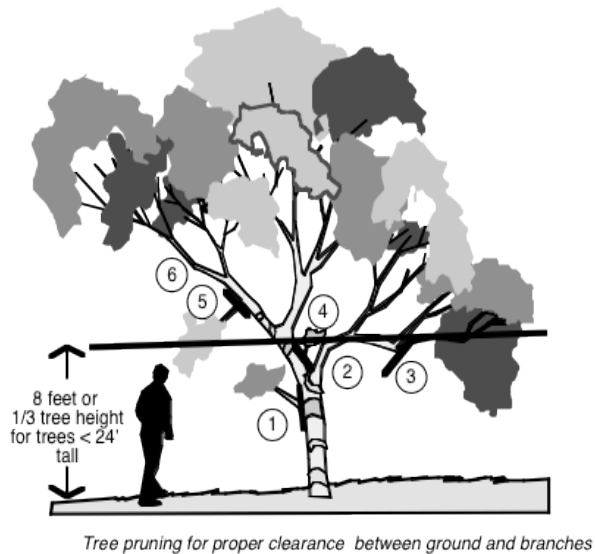


Illustration 2



Key to Pruning Diagram

- ① The stem with foliage attached is below 8 feet so would be cut at the junction with the tree trunk.
- ② The branch even though it is under 8 foot in height, does not have any foliage directly attached below the 8 foot height, so would be left.
- ③ ④ These stems with foliage are under 8 feet, so would be cut at the junction with the tree.
- ⑤ The branch bends below 8 feet in height and so would be cut.
- ⑥ This stem is higher than 8 feet and so would be left.

Schedule:

The City's open spaces would benefit optimally from work performed all year long instead of once or twice a year. Crews can work on different tasks and in different areas throughout the year. Plants flower and seed or go dormant at different times and certain habitats are more vulnerable to work disturbance at different times of the year. Native plantings grow best if installed in the winter and get follow-up watering and care through the spring, summer, and fall months. Animals overwinter or breed in certain areas and at certain times of the year and work can be arranged to avoid conflicts with them.

In addition, vegetation management tasks are not as effective if performed once a year. Keeping up a continuous maintenance schedule reduces the amount of time and work spent catching up with tasks that have reverted back towards their original state. Because invasive plants, for example, can produce large and/or long-lived seed banks or re-sprout continuously, multiple and frequent passes are usually needed to reduce or eliminate their populations. Working on them before they grow large again or seed and spread is easier and less time-consuming in the long term. As another example eucalyptus trees drop bark and branches all year round and picking them up continuously reduces fuel loads throughout the year.

Work will be performed on one to two (1-2) workdays per week average (average of 7.5 hrs per week per crew member) with four (4) crew members and one (1) Program Assistant, with oversight by a program manager for four to eight (4-8) hours each workday.

The work schedule will be maintained for a 36-month period.

High Level Schedule:

Higher levels of work will be needed from March - early July to reduce annual grasses and weeds and from late October - February to plant natives. The Fire Department requests that dry grasses and weeds along fire roads and trails should be cut before July 4.

Schedule Restrictions:

Certain blooming and fruiting native plants are more vulnerable to damage in the spring and summer and should be avoided. Natural Areas Coordinator will flag natives and conduct walk-throughs with crews before work starts.

Nesting and breeding activity may affect the timing of tasks during certain times of the year, as noted below:

1. Birds: January - August.
2. Reptiles and amphibians: November - August.
3. Bats: May - July.
4. Deer: June - July.

Natural Areas Coordinator or qualified biologist will check for breeding and nesting activity in areas before work starts and mark off areas to avoid.

A qualified biologist may be consulted before work to check for Special Status Species.

Exhibit A

Monarchs overwinter on Albany Hill from September to March. Natural Areas Coordinator may consult with a qualified biologist before working in areas where they cluster, and tasks may be modified so as not to affect their habitat.

Codornices Creek has a population of steelhead/rainbow trout, a Special Status Species. A qualified biologist will be consulted before work along this creek.

Terms:

This scope may be updated at the end of one (1) year from start of work and annually after that. After three years there will be an option to extend the contract another two (2) years.

Albany Open Spaces Annual Schedule of Tasks 2021-2024

[illegible]

EXHIBIT "C"

COMPENSATION

Exhibit C

City of Albany - Urban Tilth comprehensive contract				
Winter 2021-2024				
Includes work on: Cerrito Creek, Middle Creek, Codonices Creek, Albany Hill				
Prepared October 2020				
Personnel expenses				
	hours/week	weeks/year	rate	Annual Cost
Project Manager	4	50	\$27.00	\$5,400.00
Field Crew Manager	9	50	\$27.00	\$12,150.00
Field Crew (4 staff)	30	50	\$22.00	\$33,000.00
			Subtotal	\$50,550.00
			Employer taxes @ 11%	\$5,560.50
			Crew Benefits	\$14,893.50
			Personnel Subtotal	\$71,004.00
Non-personnel expenses				
			Transportation expenses	\$862.50 .575 cents/mile, 20 miles/workday, appx 75 workday
			Safety equipment for Crew	\$450.00
			Erosion control fabric and supplies	\$9,600.00
			Tools (weed wrenches, replacement tools, weed eaters)	\$3,200.00
			Sub-total non-personnel	\$14,112.50
			Total personel & direct expenses	\$85,116.50
			Admin @ 15%	\$12,767.48
			Total Annual Cost	\$97,883.98
			Total 3-year Cost:	\$293,651.93
Aggregate format				
	Annual Sum			
Labor	\$50,550.00	375 annual crew hours		
Supplies and Materials (short term)	\$10,050.00			
Overhead (Admin, benefits, taxes, large equipment replacement, transporation)	\$37,283.98	61.5% overhead		
Total Annual Cost	\$97,883.98			

PERFORMANCE/PAYMENT BONDS NOT REQUIRED