

**NAPA COUNTY AGREEMENT NO. 230000B
AMENDMENT NO. 3**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 3 OF NAPA COUNTY AGREEMENT NO. 230000B is made and entered into as of this _____ day of _____, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and BRIGHTVIEW LANDSCAPE SERVICES, INC., a Pennsylvania corporation, whose business address is 4100 Paoli Loop Road, American Canyon, CA 94503 hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, by Napa County Agreement No. 230000B entered into as of April 5, 2022, and effective July 1, 2022 (hereafter referred to as “Agreement”), CONTRACTOR agreed to provide landscape maintenance and on-call services at various owned or operated properties and vegetated roadside strips; and

WHEREAS, on September 12, 2023, COUNTY and CONTRACTOR entered into Amendment No. 1 to the Agreement to remove landscape maintenance in CSA No. 3 from the scope of services after August 31, 2023, and reduce maximum compensation for routine services due to this reduction in services; and

WHEREAS, on October 10, 2023, COUNTY and CONTRACTOR entered into Amendment No. 2 to the Agreement effective September 13, 2023, to increase maximum compensation for non-routine services to accommodate the need for additional non-routine services at various County locations; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to remove Devlin Road Segment E Stormwater Treatment Facilities from the scope of work, reduce maximum compensation for routine services due to this reduction in services, and increase maximum compensation for non-routine services to accommodate the anticipated need for additional non-routine services at the Replacement Detention Center facility and other County locations.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR agree to amend the Agreement in accordance with the terms and conditions set forth herein as follows:

1. Exhibits “A” and “B” of the Agreement are rescinded and replaced in full by those documents entitled Exhibit “A-1” and “B-1”, respectively, incorporated herein, and all references in the Agreement to Exhibit “A” and “B” shall mean Exhibit “A-1” and “B-1”, respectively.
2. Paragraph 2, “**Scope of Services**” is hereby amended to read in full as follows:

2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A-1”, attached hereto, in addition to the RFP and CONTRACTOR’s proposal, incorporated by reference herein.

3. Paragraph 3, “**Compensation**” is hereby amended to read in full as follows:

3. Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit “B-1”, attached hereto and incorporated by reference herein.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be as follows; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered:

Fiscal Year	Routine Maintenance	Non-Routine/Special On-Call Maintenance	Annual Total
FY22/23	\$137,784	\$25,000	\$162,784
FY23/24	\$131,304	\$60,000	\$191,304
FY24/25	\$128,922	\$75,000	\$203,922
FY25/26	\$126,540	\$75,000	\$201,540
FY26/27	\$126,540	\$75,000	\$201,540

4. **Counterparts.** This Amendment No. 3 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

5. **Electronic Signatures.** This Amendment No. 3 may be executed by electronic signature(s) and transmitted in a portable document format (“PDF”) version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment No. 3 and shall have the same force and effect as a manually executed original.

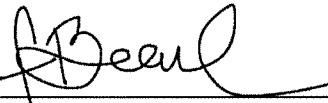
6. This Amendment No. 3 shall be effective as of January 1, 2025.


7. Except as provided in paragraphs 1 through 6 above, the terms and provisions of the Agreement shall remain in full force and effect.

[Remainder of page left blank intentionally; signature page follows.]

IN WITNESS WHEREOF, this Amendment No. 3 was executed by the parties hereto as of the date first above written.

BRIGHTVIEW LANDSCAPE SERVICES, INC.

By 
FAIRLIGHT BEARD, Vice President/General Manager

By 
SUSAN DESANTIS, Assistant Secretary

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By _____
JOELLE GALLAGHER, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>Jason M. Dooley</u> Deputy County Counsel Date: <u>November 15, 2024</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT "A-1"

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

Task 1. Routine Landscape Maintenance Services

SOUTH CAMPUS

Lawn Care:

- Mowing:
 - March 1-November 1: Weekly.
 - November 2-February 28: Every other week.
 - Utilize "grasscycling" techniques.
- Edging:
 - Alternating bi-weekly lawn and planters/tree wells.
- Fertilization:
 - Lawn: Fertilize five to nine pounds of nitrogen/five to six times per year to achieve a vigorous turf, promote healthy growth, root development, drought tolerance, and color.
- Weed Control: Use of hand removal or other non-herbicide means should be employed whenever possible. Otherwise, apply post emergent weed control with OMRI listed Organic herbicides such as Miramichi applications to prevent infestation of lawn weeds.

Horticultural Care:

- Prune and maintain trees below 12' feet high to avoid obstruction of lighting fixtures and pedestrian walkways. Tree pruning shall be performed in winter to prevent diseases and pests.
- Prune shrubs to ensure growth and development as well as shape and structures. Prune shrubs to be free of dead blossoms and remove seasonal die back.
- Monitor trees and shrubs for pests and disease. Presence of pests or disease shall be reported and shall be treated at the request and authorization of the County's Director of Public Works or their designee.
- Maintain campus walkways, parking, driveways, and landscape free of litter and leaves. Note that large amounts of litter caused by the carelessness of others will be considered extra work.
- Maintain ground cover materials away from fences, walls, sidewalks, and curbs.
- Maintain shrub beds weed and litter free.
- Conduct weed abatement in landscaped areas on western portion of the South Campus.
- Apply organic mulch to landscaped areas (not lawn areas) at least annually and periodically as needed to maintain a moisture-retentive and weed-preventive barrier 2 to 3 inches thick.

- Remove and dispose of all leaves, pruning material and organic matter. Disposal shall be at a composting facility, not as landfill trash.
- Incorporate drought-tolerant or California native plants and trees whenever plants require replacement.

Fertilization:

- Fertilize all plants once per year using non-synthetic fertilizers.

Irrigation System Services:

- All landscape areas must be irrigated to maintain healthy growth and vigor, minimizing runoff. Irrigation schedule shall not interfere with day-to-day operations of the facility.
- Perform periodic inspections of the irrigation system. Problems with the irrigation system shall be reported and repaired at the request and authorization of the County’s Director of Public Works or their designee.
- Monitor to ensure that recycled water does not pond or run-off into storm drains or waterways.

RE-ENTRY CAMPUS

Horticultural Care:

- Monitor trees and shrubs for pests and disease. Presence of pests or disease shall be reported and shall be treated at the request and authorization of the County’s Director of Public Works or their designee.
- Maintain campus walkways, parking, driveways, and landscape areas free of litter and leaves. Note that large amounts of litter caused by the carelessness of others will be considered extra work.
- Maintain ground cover materials away from fences, walls, sidewalks, and curbs.
- Maintain shrub beds weed and litter free.
- Remove and dispose of all leaves, pruning material, and organic matter. Disposal shall be at a composting facility (not as landfill trash).
- Apply organic mulch to landscaped areas at least annually and periodically as needed to maintain a moisture-retentive and weed-preventive barrier that is at minimum 3 inches thick.

Irrigation System Services:

- All landscape areas must be irrigated to maintain healthy growth and vigor, minimizing runoff. Irrigation schedule shall not interfere with day-to-day operations of the facility.
- Perform periodic inspections of the irrigation system. Problems with the irrigation system shall be reported and repaired at the request and authorization of the County’s Director of Public Works or their designee.
- Monitor to ensure that recycled water does not pond or run-off into storm drains or waterways.

Bioretention Facility Operation and Maintenance:

- Attend bioretention maintenance overview with Napa County Stormwater Program Manager or equivalent.
- Monthly, maintain facilities free of trash and manage vegetation and debris so that inlets are not blocked. Weedy perennial vegetation shall be string cut (with weed eater) or pulled before seeds have matured.
 - Synthetic pesticides and fertilizers shall not be applied, nor shall any soil amendments, other than aged compost mulch or sand/compost mix.
 - Maintain top soil surface at or near the design elevation.
 - If plants are not thriving, compost tea may be applied at a recommended rate of 5 gallons mixed with 15 gallons of water per acre, up to once per year between March and June. Compost tea shall not be applied when temperatures are below 50°F or above 90°F or when rain is forecast within the next 48 hours.
 - Notify Napa County Property Management when there are dead plants that should be replaced.
- Within 24 hours after the conclusion of a significant rain event, which is considered an event that produces approximately a half-inch or more of rainfall in a 24-hour period, conduct the following:
 - Observe the surface of the bioretention facility to ensure there is no ponding.
 - Observe facility to confirm that it drains rapidly and completely.
 - Inspect inlets and outlets and remove any trash or debris.
 - Inspect surface mulch layer for movement of material, replace mulch and/or rake smooth, if needed.
- Between the months of December and February, perform an annual inspection of bioretention basins and complete “Bioretention Maintenance Inspection Checklist” provided by County, illustrated in Exhibit D.”

SHERIFF’S DEPARTMENT

Horticultural Care:

- Maintain campus walkways, parking, driveways, and landscape areas free of litter and leaves. Note that large amounts of litter caused by the carelessness of others will be considered extra work.
- Maintain ground cover materials away from fences, walls, sidewalks, and curbs.
- Maintain shrub and landscaped areas weed and litter free.
- Monitor trees and shrubs for pests and disease. Presence of pests or disease shall be reported and shall be treated at the request and authorization of the County’s Director of Public Works or their designee.
- Remove and dispose of all leaves, pruning material, and organic matter. Disposal shall be at a composting facility (not as landfill trash).
- Apply organic mulch to landscaped areas at least annually and periodically as needed to maintain a moisture-retentive and weed-preventive barrier that is at minimum 3 inches thick.

Irrigation System Services:

- All landscape areas must be irrigated to maintain healthy growth and vigor, minimizing runoff. Irrigation schedule shall not interfere with day-to-day operations of the facility.
- Perform periodic inspections of the irrigation system. Problems with the irrigation system shall be reported and repaired at the request and authorization of the County’s Director of Public Works or their designee.
- Monitor to ensure that recycled water does not pond or run-off into stormdrains or waterways.

ANNUAL REPORT OF HERBICIDE AND PESTICIDE APPLICATIONS

Contractor will prepare and submit an annual report in a format provided by the County recording all herbicide and pesticide applications including information on the type, quantity of active ingredient, and date of applications by location. Reports will also include documentation of proper storage and disposal of any unused chemicals. Reports should be submitted to the County by June 30th of each calendar year for the preceding 12-months.

Ensure that any reports, and any deliverable to the County be delivered in a manner to ensure non-discrimination and equal access to County services and digital properties such as websites, documents, and applications by persons with a disability under the Americans with Disabilities Act (ADA) and under Section 508 of the Rehabilitation Act of 1973. Successful respondent shall ensure that any deliverable, including but not limited to, reports, documents, videos, multimedia productions, live broadcasts and any and all other web content and information communications technology are fully accessible and in compliance with federal accessibility standards and laws and with the COUNTY’s Web Content Accessibility Standards. Examples of accessibility measures include, but are not limited to, providing closed captions, video descriptions, and 508 compliant players.

Task 2. Non-Routine/Special Services

CONTRACTOR shall provide COUNTY with the following other non-routine or special on-call services at various County owned or operated properties at the request and authorization of the County’s Director of Public Works or their designee. Compensation for these projects would be based on time/materials.

OTHER REQUIREMENTS AND SPECIFICATIONS

Minimum Certifications/Licenses:

- Contractor must be trained in “Qualified Water Efficient Landscaping” or “Bay-Friendly Landscape” techniques.
- Contractor must hold a Pesticide Applicator’s Certificate issued by the California Department of Pesticide Regulation.
- Contractor must be registered as a licensed maintenance gardener through the Napa County Agricultural Commissioner’s Office
- Contractor must be trained in Integrated Pest Management

- Contractor must be certified by EcoWise, Green Shield, or their equivalent by the time of the start of contract.

Other Pesticide, Herbicide and Fertilizer related specifications:

- Limit or replace herbicide and pesticide use by conducting manual removal or other non-chemical means whenever possible.
- Contractor shall evaluate the types of pesticides, herbicides and fertilizers used and determine if less-toxic products can be substituted.
- Contractor shall not apply pesticides, herbicides and fertilizers during irrigation or within 48 hours of predicted rainfall with greater than 50% probability as predicted by the National Oceanic and Atmospheric Administration (NOAA).
- Contractor shall apply pesticides, herbicides and fertilizers in a manner consistent with California Department of Pesticide Regulation's "DPR 11-004 Prevention of Surface Water Contamination by Pesticides."
- Contractor shall not use glyphosate-based herbicides.
- Contractor shall perform post emergent weed control with OMRI listed Organic herbicides, such as Miramichi or by means of mechanical or manual removal.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT "B-1"

COMPENSATION

Routine Landscape Maintenance Services	Monthly Rate	Yearly Cost
South Campus	\$7,124	\$85,488
Re-Entry Campus	\$1,312	\$15,744
Sheriff's Department	\$2,109	\$25,308

Total Annual Cost for Routine Services: \$126,540

Non-Routine/Special Services:

Authorized other non-routine or special on-call landscape maintenance services as requested by COUNTY'S Director of Public Works or designee at the following rates:

Position Title	Hourly Rate
Irrigation Technician – standard repairs and diagnostics (sprinkler, valves, drip)	\$65 / hour
Irrigation Technician – controller installation, two wire investigation, advanced diagnostics	\$85 / hour
Enhancement Crew	\$55 / hour

C-27 License Number	266211
D.I.R Number	1000005364

Payment of California Prevailing Wage is required. In accordance with Section 1774 of the Labor Code, the prevailing wage rates for classifications of labor to be employed in the work have been determined and copies of the applicable determinations are on file at the Public Works Office and may be reviewed upon request. Workers must be paid at the rates at least equal to the prevailing wage.