

PROFESSIONAL SERVICE AGREEMENT BETWEEN
ALAMEDA COUNTY WASTE MANAGEMENT AUTHORITY
AND
DANNA PIERCE

This Agreement, made and entered into this into this _____ day of _____, by and between **Danna Pierce** hereinafter referred to as "Contractor," and the Alameda County Waste Management Authority, hereinafter referred to as "Authority."

W I T N E S S E T H

WHEREAS, Authority requires the services of a qualified contractor to perform certain services described in Appendix B of this Agreement, and

WHEREAS, Authority lacks the qualified personnel to perform these services, and

WHEREAS, Contractor is duly qualified to provide the required services, and

WHEREAS, Contractor is agreeable to the rendering of such services on the terms and conditions hereinafter set forth.

NOW THEREFORE, the parties hereto agree as follows:

1. Term.

The term of this Agreement commences on July 1, 2013 and extends through June 30, 2014. The total amount of compensation tendered by Authority to Contractor pursuant to this Agreement shall not exceed \$10,050.

2. Scope of Contractor Services.

Contractor shall furnish services as described in Appendix B of this Agreement attached hereto and hereby incorporated into this Agreement. In signing this Agreement, Authority grants Contractor specific authorization to proceed with work described in Appendix B. All work authorized by this Agreement shall be completed in accordance with the established project schedule as set forth in Appendix B. Contractor shall:

a. Perform Contractor's duties to the best of Contractor's ability and in accordance with the generally accepted professional and ethical standards of Contractor's profession and community. Contractor agrees to perform Contractor's duties at all times in strict accordance with currently approved methods and practices in Contractor's field and in accordance with the standards required by the Authority. All duties shall be performed and rendered in a competent, efficient, timely and satisfactory manner.

b. Observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations.

The Authority recognizes that Contractor's ability to complete the scope of work within the budget and timelines established in this Agreement is necessarily dependent on receiving reasonable, timely and adequate input and review from the Authority. The Agreement also assumes that the Authority's policies, goals, objectives, actions or alternatives will not change in a manner which alters the Scope of Work once it has been initially defined and accepted by the Authority. Should the Scope of Work defined by this Agreement be expanded or contracted or the schedule be changed, Contractor's compensation shall be adjusted to reflect any additional work or costs. The Authority and Contractor shall negotiate in good faith to determine the adjustment in compensation.

Revised January 2013

3. Payment.

Terms and conditions for payment are described in Appendix C attached hereto and hereby incorporated herein.

4. Independent Contractor.

No relationship of employer and employee is created by this Agreement, it being understood that Contractor shall act hereunder as an independent contractor performing the work set forth in Appendix B at all times in strict accordance with currently approved methods and practices in Contractor's field and that the sole interest of Authority is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards of the Authority and those set forth in this Agreement between the Authority and any subcontractor or employee of Contractor.

5. Benefits and Taxes.

Except as set forth in Appendix C, Contractor shall not have any claim under this Agreement or otherwise against Authority for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Except as specified in Appendix C, Contractor shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, federal and state income taxes, and in connection therewith Contractor shall indemnify and hold Authority harmless from any and all liability that Authority may incur because of Contractor's failure to pay such taxes.

6. Authority Representative.

Authority shall appoint a representative or representatives with respect to work to be performed under this Agreement. Authority's representative(s) shall have complete authority to transmit instructions, receive information, and interpret and define Authority's policies consistent with this Agreement. Contractor shall be entitled to rely on representations made by Authority's representative(s) unless otherwise directed in writing by Authority.

7. Responsibility of Authority.

The Authority shall provide at its expense such services of its officers and employees and such use of its premises, facilities, supplies and equipment as the Authority reasonably determines is necessary for performance of this Agreement. Contractor shall not use such services, premises, facilities, supplies or equipment for any purpose other than in the performance of Contractor's obligations under this Agreement.

8. Travel Expenses.

Contractor shall not be allowed or paid travel expenses except to the extent authorized in Appendix C.

9. Services to Others.

Nothing contained in this Agreement shall be construed as limiting the right of Contractor to engage in Contractor's profession separate and apart from this Agreement so long as such activities do not interfere or conflict with the performance by Contractor of the obligations set forth herein and in Appendix B. Interference or conflict will be determined at the sole discretion of the Authority.

10. Assignment and Subcontracts.

Nothing contained in this Agreement shall be construed to permit assignment or transfer by Contractor of any rights under this Agreement and such assignment or transfer is expressly prohibited and void. However, with the consent of the Authority given in writing, Contractor is entitled to subcontract such portions of the work to be performed under this Agreement as may

be specified by the Authority. Failure to comply with this section shall constitute a material breach of this Agreement.

11. Retention of Records.

Until the expiration of five years after the furnishing of any services pursuant to this Agreement, Contractor shall make available to the Authority or any party designated by the Authority, upon written request by Authority, this Agreement, and such books, documents and records of Contractor (and any books, documents, and records of any subcontractor(s)) that are necessary to certify the nature and extent of the reasonable cost of services to Authority.

12. Conflict of Interest.

a. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest, or that the Contractor has already disclosed all such relevant information.

b. The Contractor agrees that if an actual or potential conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Authority. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Authority to avoid, mitigate, or neutralize the actual or potential conflict. Within 45 days, the Contractor shall have taken all necessary steps to avoid, mitigate, or neutralize the conflict of interest to the satisfaction of the Authority.

c. No officer, member or employee of Authority and no member of the Authority governing body shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. Neither Contractor nor any member of any Contractor's family shall serve on any Authority board or committee or hold any such position which either by rule, practice or action nominates, recommends, or supervises Contractor's operations or authorizes funding to Contractor.

d. Failure to comply with this section shall constitute a material breach of this Agreement.

13. Discrimination Prohibited.

Contractor assures that Contractor will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era veteran's status, political affiliation, or any other non-merit factors be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement. Failure to comply with this section shall constitute a material breach of this Agreement.

14. Rights to Material Produced.

Authority shall have a royalty-free, exclusive, and irrevocable license to reproduce, publish, use, and to authorize others to do so, all original writings, sound recordings, pictorial reproductions, drawings, computer programs, and other works of similar nature produced in the course of or under this Agreement. Contractor agrees to deliver a reproducible copy of such documents and materials to the Authority on completion of the services required in this Agreement and in accordance with Appendix B. Contractor shall have the right to keep copies of all documents and materials developed under this Agreement. The Contractor shall not be prevented from disclosing or using the documents and materials, or any portion thereof, which: (a) has been previously made available to the public or which is made available by Authority hereafter, or (b) which was already in the Contractor's possession prior to services performed under this Agreement. The Authority recognizes Contractor's need to make reference to this project as a part of the experience qualifications for future work of a similar nature. The Authority, therefore, agrees to allow Contractor to describe this project in its statements of qualifications and related materials. Contractor shall not publish any such material without prior written consent of Authority.

15. Confidential Information.

Contractor will hold any confidential information received from Authority and its member agencies in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, Contractor will return materials which contain any confidential information to Authority. Contractor may keep one copy for its confidential file. For purposes of this paragraph, confidential information is defined as all information disclosed to Contractor which relates to Authority's and its member agencies' past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Failure to comply with this section shall constitute a material breach of this Agreement.

16. Insurance.

See Appendix A

17. Indemnification.

Contractor shall indemnify and hold harmless the Authority, its officers, employees, and agents from and against any and all loss, liability, expense, claim costs (including costs of defense), fines, penalties, consequences, and suits and damages of every kind, nature and description directly or indirectly arising from the negligent or intentional acts, errors, or omissions of Contractor in the performance of this Agreement and Contractor shall pay all claims, damages, judgments, legal costs, adjustors' fees and attorneys' fees and attorneys' fees related thereto.

18. Drug-Free Workplace.

Contractor and Contractor's employees shall comply with the Authority's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any facility, premises or work-site used in any manner in connection with performing services pursuant to this Agreement. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at such a facility, premises, or work-site, the Contractor, within five days thereafter, shall notify the Authority. Failure to comply with this section shall constitute a material breach of this Agreement.

19. Environmentally Preferable Purchasing

Contractor and Contractor's employees shall comply with the Authority's Environmentally Preferable Purchasing Policy of instituting practices that reduce waste and purchasing products that include recycled content, are durable and long-lasting, conserve energy and water, and otherwise minimize environmental impacts, toxics, pollution and hazards to worker and community safety to the greatest extent practicable. At a minimum, this shall include all of the following for services and products purchased and used on behalf of the Authority:

- a. All products for which the U.S. Environmental Protection Agency (EPA) has established minimum recycled content standard guidelines (such as paper and non-paper office products) shall contain the highest postconsumer content practicable, but no less than the minimum recycled content standards established by the U.S. EPA Guidelines.
- b. Paper products that are unbleached or that are processed without chlorine or chlorine derivatives, shall be purchased whenever possible. To the greatest extent practicable, recycled content shall be included in products that also meet this specification.
- c. All photocopying and printing shall be double-sided.
- d. All pre-printed recycled content materials intended for distribution that are purchased or produced shall include a statement that the material is recycled content.

- e. Elimination of packaging or use of the minimum amount necessary for product protection is requested, to the greatest extent practicable. Packaging that is reusable, recyclable or compostable is preferred, when suitable uses and programs exist. Take back and reuse of packaging materials by the Contractor is encouraged.

Upon request, Contractor shall submit to the Authority written certification documenting that the requirements above have been satisfied. A copy of the Authority's Environmentally Preferable Purchasing Policy may be obtained from the Authority representative.

20. Employment Eligibility.

Persons providing services under this Agreement shall be required to provide the necessary documentation to establish identity and employment eligibility as required by the Immigration Reform and Control Act of 1986. Failure to provide the necessary documentation shall constitute a material breach of this Agreement and will result in the termination of the Agreement as required by the Immigration Reform and Control Act of 1986.

21. Dispute Resolution

The parties shall make a good faith effort to settle any dispute or claim arising under this Agreement. If the parties fail to resolve such disputes or claims, they may, with the consent of both parties, submit them to non-binding mediation in California. If mediation does not arrive at a satisfactory result, arbitration, if agreed to by all parties, or litigation may be pursued. In the event any of these dispute resolution processes are involved, each party shall bear its own costs and attorneys fees.

22. Jurisdiction and Severability.

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

23. Notice of Non-Renewal.

Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Agreement will be retained by Authority from Contractor under a new agreement following expiration or termination of this Agreement. Contractor waives all rights or claims to notice or hearing respecting any failure by Authority to continue to retain all or any such services from Contractor following the expiration or termination of this Agreement.

24. Termination.

Either party may terminate this Agreement with or without cause by providing 30 days notice in writing to the other party. The Authority may terminate this Agreement at any time without prior notice in the event that Contractor commits a material breach of the terms of this Agreement. Upon termination, this Agreement shall become of no further force or effect whatsoever and each of the parties hereto shall be relieved and discharged herefrom, subject to payment for acceptable services rendered prior to the expiration of the notice of termination. Notwithstanding the foregoing, the provisions of this Agreement concerning Retention of Records, Rights to Material Produced, Confidential Information, Indemnification, and Jurisdiction and Severability shall survive termination of this Agreement.

25. Default and Remedies.

- a. Each of the following shall constitute an event of Contractor Default hereunder:

1. Failure to perform any obligation under this Agreement and failure to cure such breach immediately upon receiving notice of such breach, if the breach is such that the Authority determines the health, welfare, or safety of the public is immediately endangered;
 2. Failure to perform any obligation under this Agreement and failure to cure such breach within fifteen (15) days of receiving notice of such breach, if the breach is such that the Authority determines that the health, welfare, or safety of the public is not immediately endangered, provided that if the nature of the breach is such that the Authority determines it will reasonably require more than fifteen (15) days to cure, Contractor shall not be in default if Contractor promptly commences the cure and diligently proceeds to completion of the cure; or
 3. Without limiting the generality of the foregoing, any Material Breach of any term of this Agreement ("Material Breach" as used in this Agreement shall include, but not be limited to, any failure to comply with the provisions of any section of this Agreement stating that failure to comply with that section shall constitute a material breach of this Agreement).
- b. Upon any Contractor Default, Authority shall have the right to immediately suspend or terminate the Agreement, seek specific performance, and/or seek damages including incidental, consequential and/or special damages to the full extent allowed by law.
26. Litigation.
If any litigation is commenced between parties to this Agreement concerning any provision hereof or the rights and duties of any person in relation thereto, each party shall bear its own attorneys' fees and costs.
27. Parties in Interest.
This Agreement is entered only for the benefit of the parties executing this Agreement and not for the benefit of any other individual, entity or person.
28. Amendments Not Valid Without Additional Written Agreement.
No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties.
29. Entire Agreement.
This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Authority and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.
AUTHORITY:

By: _____ DATE _____
Gary Wolff, Executive Director
Alameda County Waste
Management Authority

APPROVED AS TO FORM:

By: _____ DATE _____
Richard Taylor
Authority Counsel

CONTRACTOR:

By: _____ DATE _____
Danna Pierce

Attachments

Appendix A – Insurance Requirements

Appendix B – Scope of Work

Appendix C -- Contract Payment and Reporting Schedule

**Appendix A
Insurance Requirements:**

- a. During the life of this Agreement, Contractor shall maintain the following minimum insurance:
 - 1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability, and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
 - 2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
 - 3. Statutory workers' compensation and employer's liability insurance as required by state law. Neither Contractor nor its carrier shall be entitled to recover any costs, settlements, or expenses of workers' compensation claims arising out of this Agreement.
 - 4. Professional Liability Insurance. The limit of liability shall be not less than \$1,000,000

Upon request, Contractor shall submit to the Authority Board certificates of insurance for the policies listed above. Contractor shall not cancel, assign, or change any policy of insurance required by this Contract or engage in any act or omission that will cause its insurer to cancel any insurance policy required by this Contract except after providing 30 days prior written notice to the Authority Board. If an insurance policy required by this Contract is unilaterally cancelled or changed by the insurer, the Contractor shall immediately provide written notice to the Authority Board and obtain substitute insurance meeting the requirements of this Contract. Nothing in this subsection relieves Contractor of its obligation to maintain all insurance required by this Contract at all times during the term of the Contract.

- b. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify Authority by telephone. Contractor shall promptly submit to Authority a written report, in such form as may be required by Authority of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) names and address of Contractor's subcontractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of accident and whether any of Authority's equipment, tools, materials or staff were involved. Failure to comply with this section shall constitute a material breach of this Agreement.

All Insurance modifications must be approved by the Agency's Contract Administrator

Insurance Modification Approved ___ (YES) ___ (No) Date Approved _____ (CAS Initials) _____

Type of Insurance Waived _____ (Auto) _____ (Worker's Comp) _____ (PL) _____

Revised January 2013

Appendix B
Scope of Work
Maintenance for Lakeside Park Demonstration Garden &
Bay-Friendly Landscape SWO Agency

Key Personnel

1. The primary contractor will be Danna Pierce, who will also be the primary contact person with the Authority.

Contractor

Danna Pierce
584 Kenilworth Ave.
San Leandro, CA 94577
510.569.0227
dannajpierce@sbcglobal.net

Maintenance staff (employed by Contractor and assisting with demo garden maintenance) and Bay-Friendly Qualified Maintenance Professionals: Allyn Robles and Mario Baires.

2. If the Contractor proposes any change in key Primary Staff personnel or a Subcontractor, a written notice must be sent to the Authority and the change must be approved by the Authority.
3. The Authority's designated contacts are Jeanne Nader, project manager. Invoices should be submitted to Jeanne Nader.

Project Manager

Jeanne Nader
StopWaste
1537 Webster St.
Oakland, CA 94612
510.891.6542
jnader@stopwaste.org

Project Description

The Alameda County Waste Management Authority provides public education on sustainable gardening practices to the residents of Alameda County as identified in the adopted Alameda County Source Reduction and Recycling Plan (January 2003). The primary objective of the Authority's public education project is to provide residents with information on how make and/or use compost and recycled mulch to build healthy soil and use as few resources – from water to fertilizer – as possible. The StopWaste Demonstration Garden in Oakland serves as a model for Bay-Friendly Gardening practices, as well space for interactive residential workshops, landscaper trainings and partner meetings.

Revised January 2013

The Demonstration Garden at StopWaste's office is a small garden of 550 sq. feet and 2 street trees in downtown Oakland. Garden features permeable pavers, native and Mediterranean plants adapted to dry summers and shade, (attached plant palette). Irrigation is drip and features roof water from a cistern and is controlled by a self-adjusting weather-based controller (weathermatic). Plant debris is kept on-site as mulch or composted on site.

Danna Pierce will provide the following maintenance services for both the demonstration gardens at Lakeside Park and StopWaste Agency offices.

Lakeside Park Demonstration Garden

Conduct two maintenance visits per month and complete the following maintenance checks:

- 1. WATER AND/OR IRRIGATION** –Check irrigation once monthly for leaks, lack of water. Alert Authority Garden Manager of any problems.
 - a. Automatic irrigation systems shall be scheduled by contractor in quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. Manual irrigation shall be the owner's responsibility. Any damage to system caused by contractor's equipment or carelessness while carrying out maintenance operations shall be repaired without charge. Vandalism or accidental damage caused by others shall be reported to owner. Cost of labor and material to perform repair is an extra and shall be paid for by owner upon authorization. Additional work may be charged on a time and material basis if the cost is minimal, or if the job is an urgent repair.
 - b. The irrigation system will be inspected by performing a thorough operational check on or before August 31, 2013 and will be subsequently tested annually each spring before it is turned on. Any recommendations after performing the initial inspection will be sent to owner within 14 days. The irrigation system will be inspected visually on a routine basis. Components of the existing irrigation system will be adjusted to improve coverage if applicable. The owner will be advised of areas that don't have adequate irrigation coverage.
- 2. Hand watering of landscaped areas not covered by either manual or automatic sprinkler systems shall be the sole responsibility of the owner, and contractor does not assume responsibility for any loss or damage to plant material because of lack of or excess watering by owner.**
- 3. TREES, SHRUBS AND VINES** – Prune, thin and trim shrubs and trees, and training and trimming of vines shall be accomplished on a regular basis to promote structural strength and accentuate the plant's natural forms and features within limitations of space. Dead, diseased and damaged wood or plant parts shall be removed. Boxing, balling, or formal shaping of shrubs shall be avoided unless required by the design.

- a. Perennials will be pruned typically in the winter as necessary depending on plant type. In the summer months, additional pruning may be needed to allow sprinklers to function properly, maintain separation between plants, and remove dead, diseased or damaged plant material.
 - b. Ground covers will be trimmed as needed to keep them from spreading over walks or up walls and to provide a cleared circle 18” – 24” in diameter at the base of trees or shrubs.
 - c. Hedges and screens of 15 feet in height and less will be pruned to the same dimensions that they were pruned in the past. If owners have preferences regarding the pruning of hedges or other plants, they must advise contractor before work starts.
 - d. Trees and shrubs of 15 feet in height and less will be thinned out and shaped only when necessary to minimize wind and storm damage. Tree stakes will be removed from young trees after the trunks are mature and can withstand the site wind conditions. Deciduous trees, including fruit trees are pruned once every other year, usually in the winter. Only low-hanging branches that prevent a hazard to people walking around will be removed on trees over 15 feet in height.
 - e. Vines will be trained and trimmed as necessary in accordance with the intent of the landscape architect.
- 3. LEAF AND DEBRIS CLEAN UP** – The cullet (ground glass) will be kept free of weeds – either by hula hoe or controlled burn. Beds will be raked periodically to prevent accumulation of leaves. Beds that surround entrances and highly visible areas will be maintained clean in appearance and free from debris build up. All debris generated in the process of completing services will be added to the compost bins on site.
- 4. COMPOST BINS** –
- Feed the worm bin with trimmings and add newspaper bedding as needed.
 - Turn the biostack monthly – add water if needed. Use plant debris, excluding pervasive weeds, from the garden as feedstock.
 - Turn the three-bin monthly – add water if needed. Use plant debris, excluding pervasive weeds, as feedstock.
 - Harvest compost from bins as needed – every 3 months and use as topdressing in the garden.
- 5. MULCH** – Check on mulch and alert garden manager when additional mulch layers are needed. Spread mulch in central area and around plants, as needed.
- 6. HARDSCAPED AREAS** shall be left clean on days of service.
- 7. FERTILIZATION** – Finished compost will be spread in the beds as a soil amendment. Synthetic fertilizers will not be used.

8. **WEEDS** – Grass and weeds in paved joints adjacent to landscaped areas shall be controlled mechanically. Beds will be maintained reasonably free of weeds. Frequent soil cultivation will be avoided to maintain root health and to discourage the sprouting of new weed seeds. Weeds will be hand pulled in the areas that are within the vicinity of plants. Herbicides will not be an option for control.
9. **INSECTS, DISEASE, FUNGUS AND OTHER PEST** problems occur when the plant's habitat requirements are not being met. In controlling pests, the owner and contractor set a tolerance level based on the plant's function. The contractor may consider changing the amount of water applied to the plant or modify other conditions, or suggest a more appropriate type of plant. Pesticides will be applied only as a last resort and will not be applied to trees greater than 15 feet in height. Any preexisting conditions that are detrimental to plant growth are not the responsibility of the contractor, and correction of this condition shall be treated as additional work.
10. **EXCLUSIONS** – The contractor shall not be responsible for vandalism, theft, adverse natural conditions or anything beyond the reasonable control of the contractor. Owner will provide Contractor a copy of the key to the gate so that Contractor can access work area.
11. **REPLACEMENT OF PLANTS** - Plants that are in a state of decline or dead shall be brought to the owner's attention. Replacement plants shall be of size, condition, and variety acceptable to owner. Soil shall be thoroughly prepared prior to planting. Cost of labor and materials to be paid for by owner upon authorization.
12. **WORKING DAYS AND SCHEDULE** –Regular service will take place the twice monthly.

ACWMA will provide:

- Key to fenced garden entrance.
- Access to the tool shed and tools within.
- Additional recycled mulch for the garden.
- Irrigation map and manual.
- Plant list.
- Original maintenance manual by the landscape architect/designer.
- Replacement plants, as needed after determination by project manager.

StopWaste - Agency Demonstration Garden

Conduct a site visit one time per month. All management of pests and soil and plant health is organic. There should be no use of synthetic fertilizers or pesticides. Hand tools only, no gas powered tools, such as gas blowers or shears. The Bay-Friendly Model Landscape Maintenance Specifications and the Bay-Friendly Landscape Guidelines should be official reference document for this contract and all maintenance practices should be consistent to the practices listed in these publications. Copies of both are available at www.BayFriendly.org

In addition, the firm must have at least one Bay-Friendly Qualified Landscaper on staff.

Front

- Hand water 2 ginkgo street trees during months of no or little rainfall.
- Prune any broken branches off of street trees and rinse soot off of leaves.
- Remove any trash or litter in tree well and in front of building or in street gutter.
- Keep mulch in tree wells at a 2 in. or more level.
- Clean sidewalk of any debris.
- Apply organic based fertilizers and soil amendments as needed.

Back garden

- Pick up trash, recycle materials that are recyclable.
- Leave leaf litter in garden beds or add to on-site compost bin.
- Check on the worm bin – add bedding and food, if needed.
- Check soil moisture with a soil probe and check irrigation system to see that it is functioning optimally.
- In spring, switch the source of irrigation water to the cistern and turn off EBMUD water source for irrigation.
- During dry months, check on each visit that there is cistern water available for irrigation. If not, switch back to EBMUD source.
- Train vines along fence, prune vines as needed, to keep a neat appearance and to avoid spreading into neighboring property.
- Hand prune all plants, as needed. No shearing of any plants is allowed.
- Replace plants that are dead and dying as needed with same variety of plants or make a suggestion with approval of StopWaste.Org contract manager. All plant replacements must be approved in advance by StopWaste.Org contract manager.
- Clean out and fill bird bath.
- Hand weed as needed. Keep weed seeds or weeds that can spread by rhizomes out of the compost bin and the mulch layer.
- Sweep off patio and walkways.
- Wipe off table and chairs.
- Leave in a neat and clean appearance.
- Report any larger concerns with maintenance to the contract manager.

Appendix C

Contract Payment and Reporting Schedule

Contractor will furnish services under a time and materials contract. Contractor will charge at a monthly rate of \$500 for the Lakeside Garden and \$275 for the SWO garden.

The following schedule of payment and activities is agreed to by the Alameda County Waste Management Authority (Authority) and Danna Pierce (Contractor).

1. Initial payment is due and payable by the Authority to the Contractor when all of the following have been completed:
 - a. The Agreement to which this Appendix B is attached has been fully executed by all parties and approved by Authority Counsel as to form.
 - b. All insurance information required by Section 16 of the agreement to which this Appendix B is attached has been provided and approved by the Authority.
 - c. Contractor's IRS form W-9 has been submitted to the Agency.
 - d. Contractor submits a signed invoice for payment based on the Appendix A scope of work and the payment schedule listed below. Invoice will provide a description of work completed during the billing period.
2. Subsequent invoices and detail of expenses will be submitted not more often than once per month for payment. Contractor will provide receipts for expenses charged to the contract.
3. Contractor will submit an accounting of dates, amount of time worked and materials completed. Invoices will not be approved for payment until the required accounting of dates, time and materials produced is submitted.
4. Business and Travel expenses will be reimbursed up to \$500. Mileage reimbursement will reflect the agency's internal reimbursement rate.

