



CITY OF DEL REY OAKS

650 CANYON DEL REY BLVD., DEL REY OAKS, CALIFORNIA 93940
PHONE (831) 394-8511 FAX (831) 394-6421

DATE: October 27, 2026

TO: Honorable Mayor and City Council

FROM: John Guertin, City Manager

SUBJECT: Award Landscape Maintenance Contract to K&D Landscaping, Inc. and
Authorize the City Manager to Execute the Agreement

CEQA: Routine maintenance of existing landscaping is eligible for the Class 1 exemption under CEQA Guidelines Section 15301(h), excluding pesticide use. Before execution, staff will confirm the applicable CEQA determination for the final scope, including proposed herbicide use and any exceptions to the exemption.

Discussion

The City solicited landscape maintenance proposals through an informal competitive bid process for maintenance of City landscaped areas and parks. Three proposals were received. The proposed base maintenance prices are listed below in ascending order:

Contractor	Monthly price	Annual price
K&D Landscaping, Inc.	\$1,158	\$13,896
Smith & Enright Landscaping	\$1,560	\$18,720
Cagwin & Dorward	\$2,631	\$31,567

Annual amounts for K&D and Smith & Enright reflect 12 monthly payments. Cagwin & Dorward's proposal states \$31,567 annually; its rounded monthly price totals \$31,572 over 12 months. Prices cover the respective base scopes and exclude separately billed services.

K&D is the lowest bidder by stated base price. Its annualized price is \$4,824 below Smith & Enright and \$17,671 below Cagwin & Dorward's stated annual price. Staff recommends approving a one-year base maintenance contract with K&D at \$1,158 per month, not to exceed \$13,896.

K&D's September 10, 2026, proposal provides weekly landscape maintenance, including mowing, trimming and edging, weed control, selective pruning, debris removal, and irrigation monitoring. K&D also identifies battery-powered maintenance equipment and municipal landscape maintenance experience.

The proposal permits separately billed irrigation repairs, certain pest control, tree work, and other services. The agreement requires prior written City approval for all extra work, including repairs below the proposal's \$500 approval threshold. No contingency, automatic price increase, or renewal is recommended as part of this award. Any change that increases the approved base contract amount or materially changes the scope will require separate authorization under the City's purchasing requirements.

Fiscal Impacts

The recommended base contract amount is \$1,158 per month, or \$13,896 for a 12-month term. Funding is included in the adopted FY 2026-27 budget in line item 100-411-63505-Maintenance. No additional appropriation is requested.

FY 2026-27 expenditures will depend on the commencement date and the number of service months through June 30, 2027. Payments for service after that date will be subject to appropriations in the succeeding fiscal year. Separately approved extra work must remain within available appropriations and applicable purchasing authority.

Recommendation

Adopt the resolution approving a one-year landscape maintenance contract with K&D Landscaping, Inc. at \$1,158 per month, not to exceed \$13,896 for base services, and authorizing the City Manager to finalize and execute the agreement, subject to the conditions stated in the resolution.

Attachments

1. Draft resolution
2. K&D Landscaping proposal and transmittal email
3. Smith & Enright Landscaping proposal
4. Cagwin & Dorward proposal

Respectfully submitted,

John Guertin
City Manager

RESOLUTION NO. 2026-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL REY OAKS APPROVING A LANDSCAPE MAINTENANCE CONTRACT WITH K&D LANDSCAPING, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City solicited landscape maintenance proposals through an informal competitive bid process and received proposals from K&D Landscaping, Inc., Smith & Enright Landscaping, and Cagwin & Dorward; and

WHEREAS, K&D Landscaping, Inc. submitted the lowest stated base price of \$1,158 per month, totaling \$13,896 for 12 months; and

WHEREAS, funding for these services is included in the adopted FY 2026-27 budget in line item 100-411-63505-Maintenance; and

WHEREAS, the City Council desires to approve the contract subject to confirmation of the required scope, procurement compliance, and applicable environmental and labor requirements;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Del Rey Oaks as follows:

SECTION I. The City Council approves a one-year contract with K&D Landscaping, Inc. for base landscape maintenance services at \$1,158 per month, not to exceed \$13,896 for the initial term, subject to the conditions below.

SECTION II. The City Manager is authorized to finalize and execute the agreement in a form approved by the City Attorney after confirming that K&D is responsive and responsible, and that applicable procurement, insurance, licensing, and labor requirements are satisfied.

SECTION III. All extra work requires prior written City authorization and available appropriations. This resolution does not authorize a contingency, automatic price escalation, renewal, or an increase above the approved base amount. Any material scope or price change requires separate authorization under the City's purchasing requirements.

SECTION IV. FY 2026-27 payments shall be charged to line item 100-411-63505-Maintenance. Obligations for services in a succeeding fiscal year are subject to appropriation of funds for that fiscal year.

PASSED AND APPROVED by City of Del Rey Oaks, this 27th day of October 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed:

Scott Donaldson, Mayor

Attest:

Karen Minami, City Clerk



SMITH & ENRIGHT

— Landscaping, Inc. —

Proposal #4302

Date: 9/29/2026

Customer:

Ron Fucci
Del Rey Oaks
650 Canyon Del Rey Rd
Del Rey Oaks, CA 93940

Property:

Del Rey Oaks Public Works
650 Canyon Del Rey Blvd
Del Rey Oaks , CA 93940

2026-2027 Landscape Maintenance

"Reliable Service. Quality Landscapes. Genuine Care."

Smith & Enright Landscaping has proudly served our community for over 40 years, providing professional landscape maintenance, irrigation, and construction services. Our team is committed to caring for landscapes while building strong relationships with the clients and communities we serve. We take pride in our work and are always available to answer questions and ensure the landscapes we maintain continue to thrive.

Fixed Payment Services

Description of Services	
Landscape Maintenance Services	
Weekly Maintenance Service	
Herbicide Application/Weed Management	
Seasonal Trimming	
Fertilization	
Irrigation Inspection	
Annual Maintenance Price	\$18,720.00

Services Billed Upon Completion

Description of Services
Landscape Maintenance Services
Gopher Control
Irrigation Repair as Needed. Billed T&M.

Services

Weekly Maintenance Service

Our crew provides consistent care each week, including mowing, edging, and debris clean-up, to maintain a well-groomed appearance. These visits keep your property looking professional and welcoming all year long.

Herbicide Application/Weed Management

Apply herbicide treatments to control unwanted weeds in landscaped and hardscape areas. Applications will be performed at appropriate intervals and in accordance with product label requirements and local regulations to maintain a clean, well-maintained appearance. While treatments significantly reduce weed growth, complete elimination cannot be guaranteed due to environmental conditions and seasonal germination cycles. Weed growth may increase following rain or irrigation events, and visible results typically occur within 7–14 days depending on weather and weed type.

Seasonal Trimming

Supplemental pruning and detail work provided during periods of rapid growth to maintain consistent appearance, clearance, and visibility throughout the property. Services may include selective trimming of shrubs, groundcovers, and low trees to enhance overall landscape presentation and support ongoing maintenance standards.

Fertilization

Fertilizer is applied to strengthen root systems, improve color, and encourage healthy growth. One scheduled application is included. Additional applications considered an extra.

Irrigation Inspection

Spring Irrigation Start Up: Our techs inspect your irrigation system to identify leaks, breaks, or misaligned heads. Any repairs are noted and a budget number is sent for repairs. Once system is repaired, seasonal programming is set.

Seasonal/Fall Irrigation Shut Off: In the fall, our team will shut down your irrigation system to match seasonal weather patterns. This prevents overwatering, protects your system, and helps conserve resources during the cooler months.

Gopher Control

If gopher activity is present, we can provide targeted control methods to protect turf, plants, and irrigation lines. This service is not included in the standard maintenance program and will be billed separately if requested at \$80 an hour.

Irrigation Repair as Needed. Billed T&M.

While the spring irrigation check is included, any necessary repairs to sprinklers, valves, mainlines, controllers, or wiring will be billed separately. We can provide estimates and obtain approval before completing repair work.

We kindly request a \$250 standing budget for minor extras, allowing us to handle small needs quickly without delay.

Payment Schedule

Schedule

Price

September	\$1,560.00
October	\$1,560.00
November	\$1,560.00
December	\$1,560.00
January	\$1,560.00
February	\$1,560.00
March	\$1,560.00
April	\$1,560.00
May	\$1,560.00
June	\$1,560.00
July	\$1,560.00
August	\$1,560.00
	\$18,720.00

Terms & Conditions

- **Billing & Payment** – Invoices will be issued monthly on the 15th and are due within 30 days of receipt. Late payments may be subject to additional charges.
- **Term & Renewal** – This agreement remains in effect unless terminated by either party with 30 days' written notice. Renewal terms will be provided annually.
- **Acceptance** – By signing below, the client agrees to the services, terms, and pricing outlined in this proposal.

Thank you for the opportunity to continue caring for your landscape. Our team truly values your partnership and we look forward to keeping your property healthy and beautiful throughout the year.

By _____

Rich Alcala

Date 9/29/2026

Smith & Enright Landscaping

By _____

Date _____

Del Rey Oaks Public Works



LANDSCAPING, INC.
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LANDSCAPE MAINTENANCE PROPOSAL FOR:

CITY OF DEL REY OAKS

DEL REY OAKS, CALIFORNIA

09/10/2026



A Letter To Management

Dear City of Del Rey Oaks,

Thank you for the opportunity to present a landscape maintenance proposal for the City of Del Rey Oaks. We would be honored to support your as a long-term landscape partner, delivering reliable service with a strong focus on sustainability and accountability.

K&D Landscaping is a family-owned, California-based company with nearly 40 years of experience managing commercial and institutional landscapes. Our approach is rooted in consistency, proactive care, and accountability, qualities we believe align well with environments that prioritize safety, calm, and reliability.

What sets K&D apart are three key differentiators:

100% Battery-Powered Equipment: Our maintenance crews operate fully battery-powered equipment, resulting in quieter service, reduced emissions, and a more comfortable on-site experience for staff, patients, and visitors.

Water Management Expertise: Our in-house water management team evaluates irrigation performance, identifies inefficiencies, and provides clear recommendations when improvements are needed. If a smart irrigation controller is appropriate for the site, we can discuss options that support better visibility, control, and water efficiency.

The K&D Way: Our teams are guided by a culture of professionalism, accountability, safety, and respect. We focus on clear communication, consistent staffing, and attention to detail to ensure the property is well cared for and well represented at all times.

Our goal is to deliver dependable service. Thank you for your time and consideration. We look forward to the possibility of working together.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jamie Clark', is written over a light gray circular background.

Jamie Clark
Business Developer
K&D Landscaping Inc.

Our Mission

K&D Landscaping began in 1986 with a pickup truck, a lawn mower, and a vision shared by a husband-and-wife team determined to build something meaningful. Through grit, heart, and a commitment to quality, the company has grown into one of **the Central Coast's** most respected landscape providers, serving communities from Carmel Valley to Scotts Valley, and from Hollister to South San Jose.

K&D is now in its second generation of leadership, still proudly family-owned and community-focused. The next generation continues to help lead the company with fresh ideas and the same pride and dedication that built its foundation.

Our growth is grounded in six core values: Professionalism, Teamwork, Humility, Hunger, Safety, and Respect. These aren't just words, they shape how we serve our clients, develop our team, and give back to our region through partnerships with schools, nonprofits, and local organizations.

As we evolve, we remain committed to innovation:

- 100% electric maintenance crews reduce noise and emissions, elevating the experience for residents and tenants
- Strategic water conservation partnerships help clients save on long-term costs and support sustainability
- A culture-first philosophy ensures our team is empowered, engaged, and delivering best-in-class service

At K&D, we don't just maintain landscapes - we build trust, elevate spaces, and invest in the communities we serve.



Site Maps

City of Del Rey Oaks

650 Canyon del Rey Blvd,
Monterey, CA 93940-5505, United States

City of Del Rey Oaks

other ⓘ

City of Del Rey Oaks

7.18 acres





Landscape Maintenance Pricing

Landscape Maintenance

\$1,158.00/mo

What to Expect in the First 90 Days

- On-site kickoff walkthrough to review priorities, access points, irrigation controllers, and site-specific considerations across all service areas
- Turf mowing on the established schedule, with consistent, clean cuts across grounds
- Weekly trimming and edging to keep walkways, stairs, and hardscape edges clean and clear
- Removal of existing and recurring weeds along walkways, planter areas, and baseball field zones
- Selective pruning of planter areas to establish clean lines, control growth, and support long-term plant health
- Ongoing debris removal and parking lot blow-off
- Visual monitoring of turf, plant health, irrigation performance, and seasonal site conditions
- Documentation of observations and identification of areas needing future attention, including irrigation and controller needs
- Proactive identification of maintenance needs or improvement opportunities as the site stabilizes, including recommendations for plant replacements where dieback is observed
- Clear, ongoing communication regarding site performance, concerns, and recommended adjustments

Service Notes & Clarifications

- Service Frequency: Weekly; fertilization once per year; herbicide/weed control twice per year
- Any changes to chemical usage will alter the cost
- Services are adjusted seasonally and based on site conditions

Monterey County K&D Success Team

KATIE HSU - MONTEREY AREA MANAGER



Drawing on over 20 years of management experience, Katie leads maintenance operations with a focus on quality, communication, and long-term client satisfaction. Her organizational skills and leadership help maintain the performance and reliability expected of K&D Landscaping.

JORGE RAZO - SITE SUPERVISOR

Jorge Razo brings a lifetime of landscape experience, having started in his family's business before stepping into a leadership role at K&D as a Landscape Maintenance Supervisor two years ago. His deep knowledge of landscape care and field operations, combined with his strong work ethic, has allowed him to consistently exceed expectations. Jorge's dedication and industry roots make him a valued and integral member of our team.



FORREST WALLACE - IRRIGATION MANAGER



Forrest is an integral part of K&D's irrigation and water management division. A **Certified Irrigation Technician (CIT)**, **Certified Landscape Irrigation Auditor (CLIA)**, and **CLCA Certified Water Manager**, he focuses on each property's unique needs and delivers efficient, sustainable solutions that save water, reduce costs, and support long-term landscape health.

Partner References

East Garrison Community

Our dedicated team maintains the vast East Garrison Community, saving over 5 million gallons of water and installing 600,000 sqft of landscaping, making us the preferred vendor for this vibrant community and resulting in the receipt of a NALP award.



Seascape Resort - Aptos

Since 2021, K&D has been focused on improved quality and enhanced landscaping at Seascape Resort. The positive feedback from the resort staff and Homeowners Association attests to our success in fulfilling this commitment.

Municipality Partner References

City of Watsonville

City of Watsonville: Since 2012, we have partnered with the City of Watsonville, providing seasonal enhancements for a variety of government buildings, streetscapes, medians, and roadways. Initially, our contract involved maintaining a select number of buildings. However, as our partnership has grown, the City of Watsonville has continued to entrust us with an expanding portfolio of properties, reflecting their confidence in our ability to deliver consistent, high-quality landscape maintenance services.

City of Scotts Valley

Since 2022, we have provided maintenance services for the City of Scotts Valley, managing a diverse range of properties, including roadways, medians, the senior center, and the library. Although our partnership is newer compared to other municipalities, we have quickly established a strong presence, enhancing community spaces through our dedicated landscape maintenance services.



County of Santa Cruz

We have worked with the County of Santa Cruz for six years, managing high-visibility public spaces. These range from enhancements, irrigation, and ongoing commercial maintenance while providing transparent reporting and proactive maintenance solutions.





Licensing and Affiliation

Description Number

- C-27 Contractor's License # 664584
- I.A. Certified Irrigation Technician # 115137
- Pesticide Control Business License # 36845
- Pesticide Qualified Applicators License # 136021
- Dept. of Industrial Relations #1000003902
- Dun & Bradstreet #611534405

We proudly support and are members of the following associations:

- National Association of Landscape Professionals NALP
- Building Owners and Managers Association BOMA
- Educational Community of Homeowners ECHO
- Pesticide Applicators Professional Association PAPA
- Irrigation Association IA
- Employee - Employer Assistance Program. EEAP Safety



Maintenance Specifications

K&D LANDSCAPING, Inc. will provide all equipment, materials, and labor necessary to deliver a comprehensive landscape maintenance program as specified below:

LAWN CARE

All lawns will be mowed once a week during the active growing season and as needed during the winter months. Lawns will be fertilized four (4) times per year to promote healthy growth and maintain a lush, green appearance. Weeds will be controlled regularly, and all clippings shall either be removed from the property, mulched, or placed in a designated on-site area if approved by the Contracting Party's Representative.

GROUND COVER & SHRUBBERY

Trimming and edging of all ground cover and shrubbery will be performed as needed to maintain a uniform appearance and encourage the natural shape of plant material. Fertilizing will include two (2) applications of balanced, slow-release fertilizer per year, depending on plant type and seasonal conditions. Dead or dying plants will be brought to the Contracting Party's Representative's attention immediately, along with a proposal for replacement.

WEED CONTROL

Bedding areas will be maintained reasonably free of weeds, as needed. This may include the use of approved herbicides. K&D implements best management practices and follows an integrated pest management (IPM) program to reduce herbicide use based on site-specific conditions.

TREE CARE

Trees up to 12 feet in height will be pruned to promote their natural form and maintain healthy growth. Fertilization will be performed on an as-needed basis. Trees over 12 feet in height are not included in this proposal but will be assessed annually by our ISA Certified Arborist to identify any high-risk conditions. Recommendations will be presented to the Contracting Party's Representative along with a detailed proposal to mitigate any risks. A full property tree assessment may be requested by the Contracting Party's Representative at any time for an additional fee.

IRRIGATION SYSTEM

Automatic controllers will be programmed in accordance with seasonal requirements and scheduled to operate during nighttime or early morning hours. The irrigation system will be routinely inspected, and any issues will be promptly reported to the Contracting Party's Representative.

For minor repairs under \$500.00, K&D will perform the work and include the cost on the monthly invoice. Repairs of \$500.00 or more will require prior approval from the Contracting Party's Representative before work begins. A full irrigation audit can be conducted by our Certified Landscape Irrigation Auditor upon the Contracting Party's Representative's request for an additional fee.

WATER MANAGEMENT

Initial

Asset mapping, and initial site programming performed at start of contract.

Monthly

Irrigation check-ups, preventative inspections and adjustments performed monthly during the irrigation season, with results shared with the Contracting Party's Representative.

Yearly

Annual water budget, with baseline tracking and usage reviewed with the Contracting Party's Representative (only if usage data is provided or access is granted).

Ongoing

Daily programming adjustments and regulatory liaison (including compliance, paperwork, and reporting) performed throughout the life of the contract.



Maintenance Specifications

PEST CONTROL

Minor pest infestations treatable by the on-site crew will be addressed using approved foliar insecticides. All other pest-related issues, including gophers, will be evaluated on a case-by-case basis and billed separately.

SIDEWALKS AND CURBS

Weeds, litter, leaves, and other debris that accumulate adjacent to landscaped areas, sidewalks, and parking lot corners will be removed during each service visit.

DEBRIS AND CLIPPING REMOVAL

All debris and clippings generated by K&D will be removed from the site on the day of service. Incidental man-made litter will also be collected and placed in an on-site receptacle.

MONTHLY BILLING

Invoices will be issued monthly and are due by the 5th of the following month.

ANNUAL INCREASE

To account for inflation and rising operational costs, an annual adjustment may be applied to the contract amount.

The K&D Way

The K&D Way is the foundation of who we are. It began with our six core values: **Safety, Teamwork, Professionalism, Respect, Humility, Hunger.**

These principles have guided K&D Landscaping since day one, and has evolved into 30 Fundamentals that define how we work, lead, and serve every day.

These fundamentals turn our values into action. They shape how we communicate, make decisions, and uphold our commitments to our clients and each other. From safety and accountability to teamwork and follow-through, the K&D Way ensures that every crew member lives our culture in the field, not just talks about it.



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The K&D Way

The K&D Way

We're not just another company in the landscaping industry; we're here to Raise the Bar. Our core values guide us, but these *30 Fundamentals* define us.

From extraordinary performance to unique culture, it's

The K&D Way that sets us apart and drives our success.





K&D Way

1. PRACTICE SAFETY FIRST.

Think safe and be safe — all the time! Take responsibility for yourself and everyone on the K&D Team. Think prevention, follow all safety rules, and speak up if things are unsafe.

2. ACT WITH INTEGRITY.

Always do what's right. Commit to doing the right thing in every action and decision you make, especially when no one's looking. Be honest and trustworthy.

3. BE POSITIVE.

You have the power to choose your attitude. Choose to be upbeat, optimistic, and enthusiastic.

4. HAVE A GROWTH MINDSET.

Look for opportunities to grow the business. Even day-to-day interactions can lead to new referrals

and business. Look for opportunities for us to improve the way we work and operate. Embrace technology to support our growth.

5. BE ADAPTABLE.

Things change, and we need to be flexible. When things don't go as expected, be willing to adjust. Embrace change instead of hanging on to old ways of doing things. Be excited by the possibilities that change and growth bring.

6. HAVE A "CAN DO" ATTITUDE.

Look for ways we *can* rather than explaining why we can't. Be resourceful and show initiative. Don't make excuses or wait for others to solve the problem. Take responsibility for making things happen.

7. CONTRIBUTE TO THE COMMUNITY.

Be an active part of your city or town. Contribute your time and effort to make your community better. Help make a difference for others.

8. ACT LIKE IT'S YOURS.

When making decisions, ask yourself, "Will this help make K&D better? What would I do if this were my company? What would I do if this were my truck? How would I treat the tools and equipment if they were mine?"

9. MAKE IT HAPPEN.

Be passionate and engaged. Approach every task with energy, focus, purpose, and enthusiasm. Come to work ready to hit the ground running and work with a sense of urgency to get things done.

Proudly serving the C

10. MAKE QUALITY PERSONAL.

Show a passion for excellence and take pride in the quality of everything you do. Strive for greatness every day and raise the bar. Always ask yourself, "Is this my best work?"

11. BE WELCOMING.

Keep an eye out for new team members and make them feel like they're part of our family. We have special relationships here at K&D and we're all responsible for helping new team members understand what's special about us and that we're happy to have them.

12. LISTEN GENEROUSLY.

Listening is more than simply "not speaking." Give others your complete attention. Be present and engaged. Minimize distractions and let go of

the need to agree or disagree with the other person. Suspend your judgment and be curious to know more, rather than jumping to conclusions. Above all, listen to *understand*.

13. SPEAK STRAIGHT.

Speak honestly in a way that helps to make progress. Address issues directly with those who are involved or affected. Say what you mean, and be willing to ask questions, share ideas, or raise issues that may cause conflict when it's necessary for team success. Be courageous enough to say what needs to be said.

14. DELIVER LEGENDARY SERVICE.

It's all about the experience. With every experience, do the little things, as well as the big things, that surprise people. Make every interaction stand

out for its helpfulness. Create the "WOW" factor that turns customers into raving fans. This includes both internal and external customers.

15. CELEBRATE SUCCESS.

Recognizing people doing things right is more effective than pointing out when they do things wrong. Regularly extend *meaningful* acknowledgment and appreciation — in all directions throughout our company. When someone raises the bar, call it out!

16. IF YOU SEE IT, DO IT.

Be willing to do the simple and ordinary things necessary to get the job done. Nothing is beneath any of us. Pitch in wherever necessary.

The K&D Way

tral Coast since 1986

The K&D Way

17. WALK IN OUR CUSTOMERS' SHOES.

Understand our customers' world. Know their challenges and frustrations. See the world from their perspective. The better you understand them, the more effectively you can anticipate and meet their needs.

18. FIND A WAY TO OVERCOME.

Problems and mistakes don't define us — how we handle them does. Our best chance to "WOW" is when a teammate or customer is upset and frustrated. Seize the moment and attack the problem. The bigger the problem, the greater our chance to show them what we're made of.

19. BE A FANATIC ABOUT RESPONSE TIME.

Respond to questions and concerns quickly, whether it's in person, on the phone, by email, or by text. This includes simply acknowledging that you got the question and you're "on it," and keeping those involved continuously updated on the status of outstanding issues.

20. HONOR COMMITMENTS.

Do what you say you're going to do when you say you're going to do it. This includes being on time for work, appointments, meetings, and promises. If a commitment can't be fulfilled, notify others early and agree on a new deliverable to be honored.

21. PRACTICE BLAMELESS PROBLEM-SOLVING.

Focus on solutions, rather than pointing fingers or dwelling on problems. Don't make the same mistake twice. Get smarter with every mistake and learn from every experience.

22. BE PROCESS DRIVEN.

Create systems and processes that will help us perform with consistency. Strong processes are the foundation of great companies.

23. BE CURIOUS.

In the search for the best solutions, respectfully challenge and question what you don't understand. Don't accept anything at "face value" if it doesn't make sense to you. Be curious, ask thoughtful questions, and listen intently to the answers.

Proudly serving the Coastal Coast since 1986

24. LEAD BY EXAMPLE.

The best way to influence others is through your own example. Walk the talk. Take responsibility, both formally and informally, to coach, guide, teach, and mentor others. *Be the change you want to see.*

25. PAY ATTENTION TO THE DETAILS.

Missing just one detail can have an enormous impact on a job. Be a fanatic about accuracy and precision. The goal is to get things *right*, not simply to get them done. Double-check your work. Get the details right the first time.

26. TAKE PRIDE IN OUR APPEARANCE.

Your appearance and the appearance of our job sites make a strong statement about the pride

you take in your performance. Dress neatly and wear your safety vest. The appearance of our trucks and equipment makes a similar statement about the quality of our work. Take responsibility to see that you and we look clean, neat, and professional.

27. WORK SMART.

Be organized and plan your work for maximum efficiency. Have all the tools necessary before starting your work. Be thoughtful about your schedule, and have a game plan for your calls, your tasks, and your workday. Know the priorities and work on them first.

28. CREATE A GREAT IMPRESSION.

Every conversation, customer interaction, phone call, email, and even voicemail, sets a tone and creates an impression. Pay attention to every interaction and be

sure you're setting a tone that's friendly, warm, and helpful.

29. HAVE EACH OTHER'S BACKS.

Be humble. Don't let what you want get in the way of doing what's best for the team. Step into another role, cover for a co-worker, and do whatever's required for each member of the team to succeed. Ask for and accept help when you need it. Make others look good, and don't worry about getting credit.

30. KEEP THINGS FUN.

While our passion for excellence and service is real, remember that the world has bigger problems than the daily challenges that make up our work. Stuff happens. Keep perspective. Don't take things personally or take yourself too seriously. Laugh every day.



The Million Gallon Case Study

We understand you are focused on sustainability and conservation. We are humbled to share with you one of our recent accomplishments in water conservation.

In June 2023, K&D Landscaping landed on the front cover of Irrigation and Lighting Magazine. Our team was highlighted for implementing a smart irrigation system at the Seascapes Resort in Santa Cruz, California, which resulted in significant water savings. Over the course of 12 months, K&D reduced the clients water usage by 1 million gallons. This initiative not only demonstrates our commitment to sustainability but also helped the resort achieve approximately 30% cost savings, equating to \$35,000 on their water bills.

This achievement underscores the effectiveness of using smart irrigation controllers, which are designed to optimize water usage by adjusting irrigation schedules based on weather conditions and soil moisture levels. These upgrades help clients save both water and money, while promoting responsible water management practices.

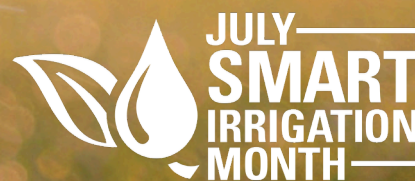
Irrigation & Lighting

Vol. 2, Issue 2
June 2023

The business magazine for
irrigation & lighting contractors

A million-gallon **UPGRADE**

K&D Landscaping used
smart irrigation to save clients
1 million gallons of water.



INSIDE

Kansas pros deal with drought, p. 16

Check your lighting toolkit, p. 20

View smart controller comparison charts, p. 36



Learn business-building tips from the Watch
Us Grow: 2023 Industry Standouts on p. 30.

BY KATIE NAVARRA

Upgrading an irrigation system to use smart con-
usage by 1 million gallons. That generated nearly 30%
cost savings or about \$35,000 in water bills in one year,
according to Justin White, CEO of K&D Landscaping.

“It’s hard to put an exact number on the dollar savings
because of fines the resort was paying, but it was clear the
reduction in water usage offset the budget of the entire
project,” White says. “It was pretty exciting to provide
that report to the ownership team.”

The resort spans 40 acres, watered with a nearly 30-year-
old irrigation system operated and maintained by the resort
maintenance staff. In 2021, K&D Landscaping secured the
resort as a new maintenance client and pitched their newly
established water management services.

“The resort’s aesthetic is very important to the owner-
ship group as well as being stewards of the environment
through conservation,” White says. “So, the project had to
balance those two goals.”

As commercial properties look for cost savings amid
inflation and increasing conservation legislation, smart
irrigation controllers offer a viable solution. But more
than being an option for solving these challenges, smart
controllers offer equal benefits to those who install
them, according to White.

“Smart controllers have been around for a long time
and are maybe a bit intimidating for people to start with,”
he says. “But they are probably one of the best tools we
have as irrigators to save our clients money and water and
also reduce our drive time and labor hours.”

Selling the upgrade

White could see the potential benefits, and the resort
management team was on board too, but it took a solid
sales process to seal the deal. Resorts, like most commer-
cial properties, are cost-sensitive. White says selling the
services started with preparing a financial analysis show-
ing a projected return on investment for the proposed
conversion of 16 traditional controllers to Wi-Fi-enabled
smart controllers.

“I THINK SMART CONTROLLERS ARE AN UNDERUTILIZED PART OF OUR TOOL BELT THAT WE CAN ALL USE A LITTLE MORE, INCLUDING MY TEAM.” – Justin White, K&D Landscaping

“We wanted a controller where we could remotely monitor water usage and the facilities manager could access water usage reports,” he explains.

The next step was conducting a full assessment of the existing irrigation system and plantings. The system had multiple meters, points of connection and controllers across 210 zones. In some zones, only half the valves worked. Other valves only operated manually.

That meant the project would not be a quick controller swap out. Instead, it was a complete irrigation infrastructure upgrade that required installing new wiring, repairing wire splices, changing spray head nozzles and transitioning some zones to low-volume drip irrigation.

“There were some curveballs throughout the project, and we were able to get everything up and running,” White says. “Everything is working great now, but there were some challenges we didn’t expect.”

One of the biggest challenges was making valves functional that hadn’t worked in three or four years. In addition,

the system had countless leaks that required repairs and upgrades. White says it took nearly four weeks to unwind what White described as a hodgepodge to get the system functioning properly.

“Once we got everything up and running, we realized that the Wi-Fi connectivity was not great all over the property,” he says. “Some controllers were not receiving the resort’s Wi-Fi signal.”

They chose to use wireless hotspots for the controllers out of the Wi-Fi range. While this client is accustomed to having tourists access their internet service, some commercial properties are concerned about cybersecurity. So, the hotspots can also be an alternative for clients with stricter internet security protocols as it is not linked to the internet connection used for business operations.

Once the system was fully functional, the team discovered that the fixes created the opposite impact they were striving for.

“We quickly realized that some areas were not really getting a lot of water that should have gotten water. So, (with the repairs) we were actually putting more water out as far as the volume of square footage because we fixed things,” White says. “That quickly became a challenge around the promise to save water.”

The team was forced to get technical on programming the controller to ensure they could water a greater square footage area while reducing total water usage. First, White’s team used the newly installed weather system to measure the site’s evapotranspiration rates and determine precisely how much water was necessary. Then, they used the data to make weekly scheduling adjustments on the controller.

“In previous years, the controllers operated on a seasonal basis where they would be turned on in the spring and maybe adjusted once or twice throughout the summer. But basically, they ran for a set rate of time all year,” he says.

The smart controllers were central to decreasing water consumption, but the project included several changes. For example,



Inside one year, K&D Landscaping’s upgrade and redesign of the irrigation system and landscaping at the Seaside Resort saved the client 1 million gallons of water for a 30% cost savings. Photos: K&D Landscaping



Repairing the original system was one step toward the goal, which included smart irrigation upgrades and rethinking plant choices to select native options instead.

rotator nozzles replaced traditional spray nozzles. In addition, spray heads with check valves took the place of standard spray heads, and drip irrigation replaced several spray areas. While there are 1,000 to 2,000 heads currently on the property, White says that number will continue to fluctuate as more areas are swapped out with low-volume irrigation.

Additionally, select turf areas and planting beds with high water use plants were removed and transitioned to native plantings. White notes that the management team liked these alterations, given that the resort sits on the ocean coast and fits into the native scene of the area.

“The weekly adjustment, along with the added efficiencies in the system, really made for an overall water savings,” says White. “The landscaping ended up being a lot happier because it had the right amount of water instead of what would have typically been overwatered. As a result, things greened up nicely and plant health improved overall.”

White adds scheduling as an additional noteworthy challenge to consider when working on a property with public access, especially a busy one. Crews had to be invisible around guests and work had to be completed within specific hours to avoid disturbing them.

“It is a very active resort, and we needed to be there and get the work done without being seen,” he says. “We had to work different hours and maybe not as long of days as we like to get the work done.”

Breaking into water management

K&D Landscaping is a \$15 million company with about 110 employees all dispatched out of one location. The company has offered irrigation services for years and is a nearly \$2.5 million operation staffed by eight employees, and it added water management services in 2020. White emphasizes the importance of establishing the service as a separate division that features a new logo that retained the company brand while differentiating water management through smart irrigation practices.

“One of the biggest benefits is the savings to the contractor,” he says. “Whether you’re the maintenance con-



tractor or the water manager for the property, you save a lot of money in time and fuel by not having to send your technicians out to the property to address the controller, whether it rained or something happened.”

With the proper programming, smart controllers will adjust the watering schedule based on those events. Not only does that save the client a lot of water, but White says the biggest cost savings are in labor.

“With the labor shortage, it’s a huge benefit,” he says. “We’ve actually started offering free upgrades to some of our clients because it’s cheaper for us to put in a smart controller for free than to manage a conventional controller. That’s been really impressive for us to see.”

White also sees the upgrades as a way to retain customers in a competitive market. Providing clients with the newest, latest and greatest technology demonstrates that you are looking out for their best interests.

“It just gives them a good feeling that they’ve got the right partner on board,” he adds. “They’re probably less apt to go out and shop your number, whether for maintenance, irrigation or water management, when you’re providing them with ongoing proactive solutions, versus just waiting for a sprinkler to break so you can go get a billable hour.”

THE CREW HAD TO WORK AROUND RESORT GUESTS AND UPGRADE IRRIGATION SYSTEMS WITHOUT DISTURBING BUSINESS .

The company sees this as such a strong benefit that they were willing to take a hit on the project's renovation price. It was an opportunity to demonstrate value through extensive cost savings and conservation solutions to a new maintenance client.

"We didn't need to make much money on this project. We were more concerned about covering our costs and upgrading the system so it'd be easier for us to manage," he says. "But if you're doing a one-time install that you don't maintain, or you just don't offer the maintenance services, you want to make sure that you bid these projects carefully. Let the client know upfront it may cost more than expected." For example, he suggests adding a buffer to proposed budgets, as much as 20%-30% because without fail, you will encounter unexpected issues that impact the price. He also recommends building the quote around time and materials as well.

"When you go in with a higher-than-expected number and come in under budget and can tell them they have a credit coming back, it is a lot better than trying to convince them you need to get an extra \$10,000 or \$15,000 to cover the costs," he says.

White says the combined water reduction and cost savings at Seascapes resort solidified his company's relationship with the new client not just as their water manager but as

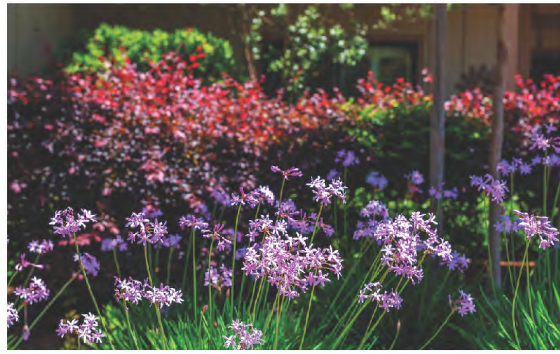
their maintenance provider as well. For other contractors out there, he says these scenarios, where irrigation systems are managed in-house, are the ideal properties to target with water management initiatives.

"Historically, the maintenance staff has so much on their plate that irrigation programming is quite low on their priority list," he says. "If you're able to get in and convince them to take over their water management or to do a smart controller upgrade there is a lot of meat on the bones on those type of properties."

Since K&D Landscaping's big push on water management in 2021, only about 10% of their clients have opted in. But White is undeterred and is experimenting with different payment plans and options in 2023 to try and increase that number. His goal is to have 80% of clients utilizing the water management services by 2025.

"I think smart controllers are an underutilized part of our tool belt that we can all use a little more, including my team. We're going to audit all of our maintenance contractors right now," White says. "We're just basically offering free smart controllers for them because it's going to save us that much money this summer in programming costs."

Katie Navarra is a freelance writer in Mechanicville, New York, and can be reached at ktnavarra@gmail.com.



Proposal for:
Del Rey Oaks

Presented to:
Ron Fucci

Presented by:
Mindy Blundell

September 28, 2026

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Introduction

Board of Directors
Del Rey Oaks
c/o Ron Fucci

Dear Ron,

Thank you for the opportunity to provide a landscape maintenance proposal for Del Rey Oaks. We appreciate the chance to learn about the property and present a plan to support its appearance, health, and long-term care.

At Cagwin & Dorward, we believe reliable service starts with a team that knows your property. You will have a dedicated Account Manager for clear communication and timely responses, supported by crews trained to deliver consistent care. We will also conduct monthly site walks or review meetings to discuss completed work, address concerns, and recommend improvements.

Our approach includes proactive landscape care and irrigation management. We will conduct a full irrigation analysis twice a year to identify potential leaks and help ensure each area receives the appropriate amount of water. Where improvements could reduce water use or maintenance costs, we will bring those opportunities to your attention.

We would be honored to partner with you at Del Rey Oaks. Thank you again for considering Cagwin & Dorward. We look forward to the opportunity to care for your landscape.

Creating Great Cagwin & Dorward Communities,

Mindy Blundell

Mindy Blundell
Business Developer





About Cagwin & Dorward

Rooted in Excellence

Crafting Beautiful and Sustainable Landscapes

Who We Are

Cagwin & Dorward is a landscape company built by gardeners. Locally operated in Northern California since 1955, we strive to be the area's premier landscape company by working closely with our clients to improve their properties.

We strive to bring innovations into our work, honor our customers and employees and enhance our communities and the environment safely.

What We Do

When partnering with Cagwin & Dorward, you're not just hiring a service provider, you're receiving and experience. Our vision is to provide an extraordinary customer experience, created by outstanding people. Our goal is to make your job easier while taking care of your all your landscaping needs.

The Cagwin & Dorward Difference includes:

- Align with Customer Needs
- Extraordinary Customer Service
- Experience & Services
- 12 Locations of Resources & Skilled Staff
- Outstanding People
- Eco Friendly
- Focus on Safety

Our Services

- LANDSCAPE MAINTENANCE
- LANDSCAPE DESIGN & INSTALL
- LANDSCAPE CONSTRUCTION
- ENHANCEMENTS
- WATER MANAGEMENT
- TREE SERVICES
- EROSION CONTROL
- ENVIRONMENTAL RESTORATION
- SUSTAINABLE LANDSCAPING
- MASTER PLANNING
- LANDSCAPE IMPROVEMENT PROGRAMS
- SINGLE POINT OF CONTACT
- EMERGENCY RESPONSE
- REGULAR SITE WALKS
- COMMENCEMENT OF SERVICES PLAN (30,60,90)

“Good work - good price - available for emergencies - quality arborists - responsive and dedicated staff. I wish I had heard of them 10 years ago”



Solutions that Bring New Life



IVY GROWING ONTO BUILDINGS - Ivy growing on buildings may add a charming, natural aesthetic, but it can cause significant structural and maintenance issues over time. As ivy climbs, its roots can penetrate cracks and crevices in walls, leading to moisture retention, which accelerates deterioration and encourages mold growth. It can also dislodge bricks, damage mortar, and block drainage systems, resulting in costly repairs. While ivy can be an attractive feature when properly managed, unchecked growth poses risks to the building's integrity and longevity. Regular maintenance is essential to balance beauty with protection.

WATER MANAGEMENT ISSUES & LAWNS

- Dead lawns are often a clear sign of underlying irrigation issues, such as inadequate watering, leaks, or uneven distribution of water. When irrigation systems fail to deliver the right amount of water to all areas, grass can dry out and die, leaving unsightly brown patches and barren spots. These problems not only harm the appearance of your lawn but can also lead to increased weed growth and soil erosion. Addressing irrigation issues through system checks, repairs, and adjustments is essential for reviving dead lawns and maintaining a healthy, vibrant landscape.



Cagwin & Dorward has been so communicative . . . they have done a great job getting inside early in the morning after the storm responding to the weather conditions situation so the flexibility and responsiveness to our feedback and comments are highly appreciated”

~ Glenbrook East HOA



CONSISTENCY IN QUALITY EFFICIENTLY DELIVERED

Our goal is to consistently offer the best value in the marketplace by providing unmatched service, a customized approach focused on your specific priorities and a well maintained landscape you and the community are proud of – all while meeting your predetermined budget parameters. Doing this requires operational excellence. The operational practices that allow us to consistently meet our customers' expectations include:

The industry's top talent – When selecting teams for each property, we match the specific landscape needs with our most appropriately experienced talent. At Cagwin & Dorward, we have a deep pool of talent. We recruit from the top horticultural and landscape schools in the country and have an all-encompassing training program that ensures our crews perform at their peak year round.

•State-of-the-art equipment – Our crews operate high quality and well maintained equipment and are trained to use the most effective tool for each task on your property. The result – a better end product achieved with greater efficiency and fewer injuries.

•Horticultural excellence – Plant material looks and performs its best when maintained properly. Our horticultural experts understand the science of landscape maintenance and will ensure the plant material on your property receives the proper care for each season and as unexpected circumstances arise.

•Innovation – Lead or follow; we choose to lead. ValleyCrest seeks out and tests the latest technology so we can help our customers reduce operating costs, benefit from greater efficiencies and have all around healthier and higher performing plant material.

•Systematic operations – We deploy Cagwin & Dorwards' Production System (VPS) to ensure our crews focus on your priorities and important details are not overlooked. In our process, we design the most effective path of motion for the work to be performed, specify the equipment to be used and supply our crew with detailed site plans that show their daily, weekly and monthly activities.

•Continuous improvement – We routinely evaluate for safety, quality and effectiveness in a persistent effort to be better today than we were yesterday.



Commencement of Services

Our Commencement of Services process ensures that we deliver exceptional customer service and quality landscaping. Our goal is to meet or exceed your expectations from the start, and build a strong partnership based on mutual understanding and trust.

Prior to Contract Start Date

First Meeting: Our sales and operations team meets with you to align our action plan with your expectations. During this first meeting we will cover introductions and contact information, desired service days and times, communication preferences, procedures for extra work approval, site access details, the desired frequency and type of site reports, and the potential for water reductions by reviewing water billing records.

Job Start Plan: Your account manager will walk the site with the crew leader to adjust the irrigation programming and create a 30-day work plan, including a service frequency schedule and a phased pruning-rotation map. If needed, the account manager will coordinate with our tree care department, local pest control operator, and/or irrigation specialist.

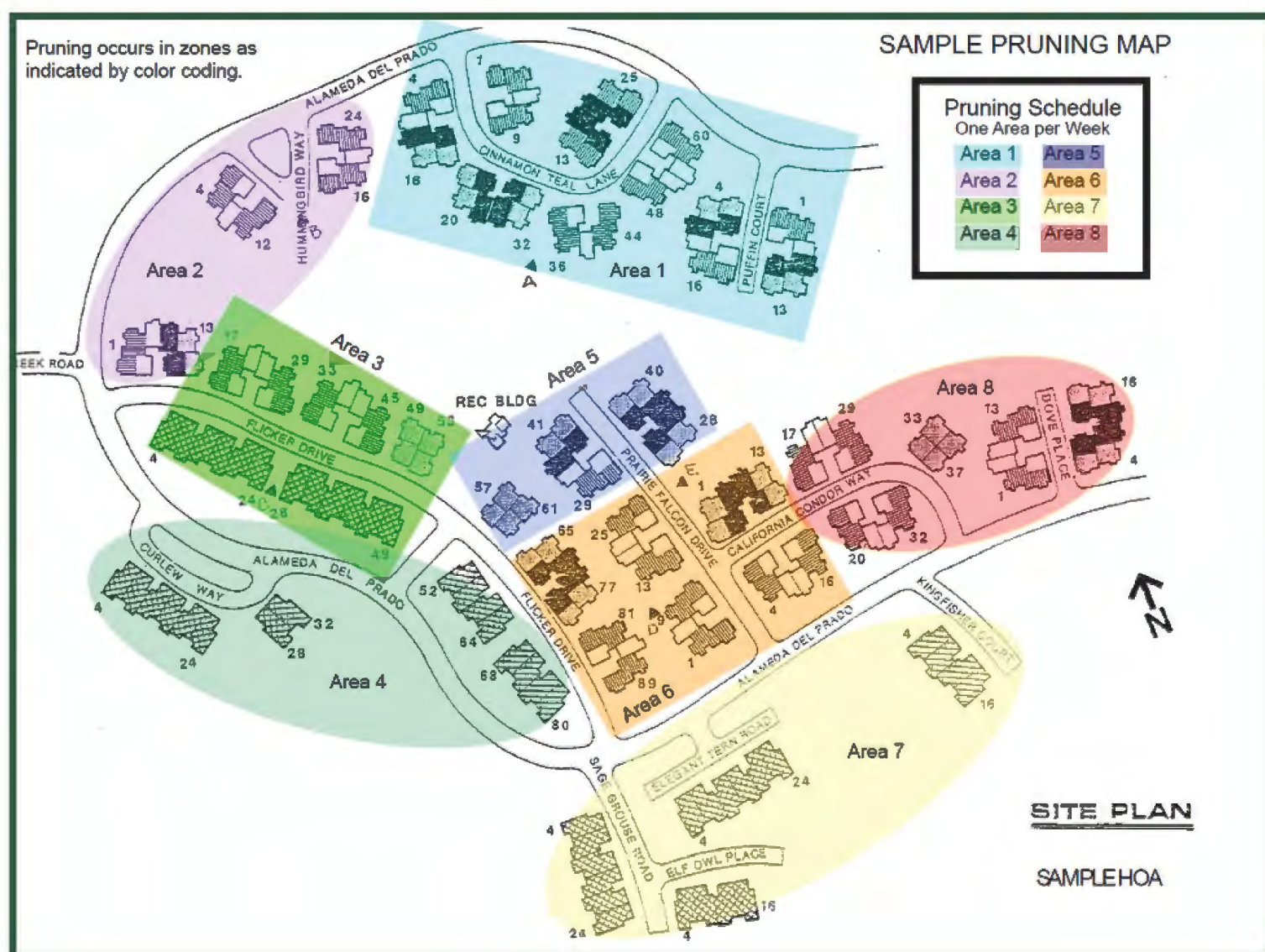
Sample 30, 60, 90 Day Plan

Descrpiton	30 Days	60 Days	90 Days
Perform a complete irrigation system checks.	•		
Provide prioritized proposals for repairs, if applicable.	•		
Generate or update the irrigation system controller map.	•		
Complete approved irrigation repairs.	•		
Complete required maintenance reports		•	
Submit finalized pruning schedules.		•	
Finalize and fine-tune irrigation programming.		•	
Submit water-use analysis and recommendations to reduce landscape water use.		•	
Evaluate health of trees over 15-feet tall.			•
Provide proposals for tree work, if applicable.			•
Begin working on approved tree care or enhancement projects.			•
Discuss backflow testing and management services.			•
Attend a Board or executive meeting.			



Sample Site Map

At Cagwin & Dorward, we use site maps for each of our clients to help us create efficient schedules and provide transparency on what services are happening when and where. Our site maps will provide a snapshot of the property and indicate service schedules.



Sample Agronomic Calendar

TURF AREAS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TTL
Mow & Clean-Up	2	2	5	4	4	5	4	5	4	4	3	2	44
Edge Hardscape	1	2	2	2	2	3	2	3	2	2	2	1	24
Edge Softscape	1	1	1	2	2	2	2	2	2	1	1	1	18
Blow	2	2	5	4	4	5	4	5	4	4	3	2	44
Fertilize			1			1			1		1		4
Spary Obstacles	1		1		1		1		1		1		6
Aerate			1										1
Broadleaf Control					1			1					2

GROUNDCOVER AREAS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TTL
Trim Edges	1		1		1		1		1		1		6
Fertilize			1			1							2
Pre-Emergents			1						1				2
Spot Spray	1	1	1	1	1	1	1	1	1	1	1	1	12
Hand Weed & Trash Removal	4	4	5	4	4	5	4	4	5	4	4	5	52
Snail Bait				1			1			1			3
Leaf Litter	2				1					2	4	5	14
Growth Regulator			1		1		1		1		1		5

WOODY PLANTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TTL
Tree Prune		1					1						2
Shrub Prune		1		1		1		1		1			5
Hedge Prune	1		1		1		1		1		1		6
Vine Prune				1			1			1			3
Stakes & Guys	1	1		1			1				1	1	6
Pesticide Sprays	1			1			1						3

SPRINKLER SYSTEMS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TTL
Irrigation Systems Check		1				1							2
Monitor & Adjust			2	4	4	5	4	5	4	4	2	1	35

OTHER	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TTL
Hardscape Weeds		1		1		1		1		1		1	6
Street Sweeping											1	1	2
Supervision	4	4	5	4	4	5	4	5	4	5	4	4	52



Safety

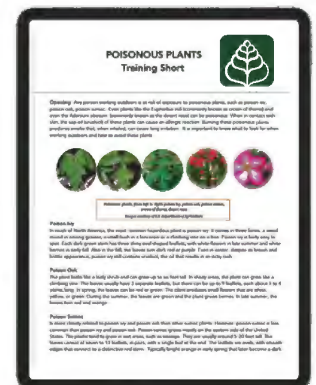
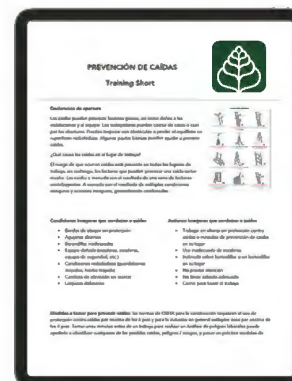
We are committed to the well being and safety of every team member at Cagwin & Dorward and the residents of properties we maintain. Working safely is at the core of everything we do, from daily task planning to active work activities, safety is always #1 on our list.

Whether planning for the day's activities in the daily huddle or keeping required safety documentation up to date, no detail is considered too small. Everyone at Cagwin has safety as a required metric. We watch out for each other every day to make sure that everyone returns home safely to their families.

KEY SAFETY PROGRAM COMPONENTS

- Company Code of Safe Practices
- Safety Metrics Across All Team Members
- Designated Safety Supervisors for Every Project
- Safety Committee
- Safety Orientation & Training
- Morning Huddle / Stretch & Flex Every Day
- Weekly Tailgate Safety Topic at Jobsite
- Equipment Shut Down Procedures Near Residents
- Drug-Free Workplace
- Period Safety Reviews
- Driver Safety
- Accident Alerts
- Personal Protective Equipment (PPE)

SAMPLE SAFETY TAILGATES



Sustainability & Electric Equipment

At Cagwin & Dorward, we believe that the small things we do make a huge impact on the level of service we provide to our clients. The equipment we utilize aids in our overarching sustainability goals. We are dedicated to sustainability and environmental stewardship. As leaders in the industry, we leverage cutting-edge battery-powered equipment and partner with the most innovative brands to deliver eco-friendly landscaping solutions.

Benefits of Battery-Powered Equipment

- **Eco-Friendly:** Reduces carbon emissions and air pollution, promoting a healthier environment.
- **Quiet Operation:** Significantly quieter than gas-powered tools, minimizing noise pollution.
- **Lower Maintenance:** Fewer moving parts mean less maintenance, longer-lasting equipment means minimal service interruption's.
- **Ease of Use:** Lightweight and easier to handle, reducing operator fatigue.
- **No Emissions:** Eliminates harmful exhaust fumes, improving air quality and worker health.
- **Convenient:** Quick to start and stop, with no need for refueling.
- **Innovation:** Utilizes advanced technology for improved performance and efficiency.



EGO™

Milwaukee

greenworks



Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Los Angeles-Alliant Insurance Services, Inc. 333 S Hope St Ste 3750 Los Angeles CA 90071		CONTACT NAME: Jordan Boone PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Jordan.Boone@alliant.com	
INSURED Cagwin & Dorward, LLC PO Box 8004 Petaluma, CA 94955		INSURER(S) AFFORDING COVERAGE INSURER A: Executive Risk Indemnity Inc INSURER B: Federal Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 35181 20281	

COVERAGES **CERTIFICATE NUMBER:** 733745151 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y Y	54309877	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 SIR \$ 100,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y Y	54309837	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	54309878	12/31/2024	12/31/2025	☒ PER STATUTE ☐ OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is included as Additional Insured as respects Liability arising out of operations (work) performed by or on behalf of the Named Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. The General Liability and Automobile Liability evidenced herein are primary and Non-Contributory to other insurance available to the Additional Insured, but only in accordance with the policy provisions. The Waiver of Subrogation applies as required by contract in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies. Cancellation notice will be delivered to the certificate holder in accordance with the provisions of the General Liability, Automobile Liability and Workers' Compensation policies.
 Additional Insured: California Association of Community Managers, Oakland Marriott City Center, The City of Oakland, The Oakland Chamber of Commerce and Their Respective Governing Bodies, Officers, Directors, Employees and/or Agents and Total Expo

CERTIFICATE HOLDER California Association of Community Managers 23461 South Pointe Dr. Suite 200 Laguna Hills CA 92653	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



License



Pricing

We are committed to fulfilling the specific landscape needs of Del Rey Oaks Condominiums while providing the service you expect at a price point that fits your budget. Cagwin & Dorward Landscape Contractors will provide the following competitive pricing per specifications as noted in our proposal.

LANDSCAPING PRICING SCHEDULE		
LOCATION		
Del Rey Oaks		
SERVICE	ANNUAL COST	MONTHLY COST
Landscape Maintenance:		
Work will be performed on a weekly basis, as described by the attached Specification for Landscape Maintenance (112922) provided by Cagwin & Dorward.	\$31,567	\$2,631
Specifications highlights		
<u>General</u>		
90-day Commencement of Services plan (at initial onboarding)		
Strategic operational/pruning/zone maps and plans incorporated into crew schedules		
Green waste recycling		
(IPM) Integrated Pest Management practices		
Horticultural Debris & Litter removed at time of service		
<u>Lawn Care</u>		
Mow patterns alternated to minimize rutting		
Aeration included		
Broadleaf herbicide applications		
Fertilization - slow-release applications; greater sustainability and consistent color		
<u>Tree Care</u>		
Pruning included for trees up to 15ft in total height		
Bottom/Clearance prune of all trees annually		
In-house Arborist provides training, and recommendations beyond base scope		
Fertilization - slow-release applications for improved sustainability and consistent color		
<u>Shrub & Groundcover Care</u>		
Trimming methodology tailored to enhance appearance		
Trimming frequencies tailored to provide sidewalk & building clearance		
Weed control program supplemented with preemergent		
Fertilization - slow-release applications included annually		
<u>Water Management</u>		
CLCA Certified Water Managers, and skilled Irrigation Technicians		
Full System Check 2x's/year, and weekly visual inspections		
Irrigation zone mapping		
TOTAL	\$31,567	\$2,631



Enhancements

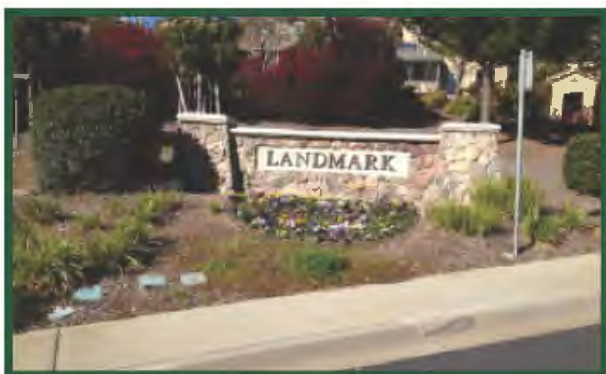
Our mission is to go beyond vendor status and become your trusted partner. We first work to understand your commercial landscape needs and then deliver excellence through our full lifecycle service offerings. At Cagwin & Dorward, we aim to transform your ideas into a professional design and deliver the final result within the specified budget and timeline. Additionally, we provide various seasonal enhancement services to maintain the landscape's appearance, functionality, and efficiency.

Landscape Improvement Plan (LIP)

Our landscape improvement plan (LIP) is a proactive program we can create for our customers. Our landscape installation team works with you to develop a LIP that reflects your preferences, goals and budget. The LIP can then be used as a guide to make systematic upgrades to your landscape, and is a useful tool for long-range planning and maintaining consistency through board and management changes.

Digital Enhancements

Digitally enhanced pictures can be an excellent tool to visualize the potential of your landscape. Our Landscape Installation team can provide our customers with proposals that include “after” pictures to reflect the suggested enhancements to your landscape.



Before & After Examples



BEFORE



AFTER



BEFORE



AFTER



Tree Care

Our Tree Care Managers are Certified Arborists with an average of 20 years' experience in the tree-care industry. They have the training and experience to ensure effective and safe tree care. We are Tree Care Industry Association Members (TCIA) and our Managers are certified by the International Society of Arboriculture (ISA).

Our conscientious and respectful staff strives to avoid disruptions on your property. We realize the importance of responding quickly and being flexible. We can adjust our schedule as your needs change. Our staff will work with you to ensure tree care services are carefully coordinated and efficient. We will leave your property in better condition than when we arrived.



We provide all the Tree services you need to help your Trees thrive:

- Tree Pruning
- Stump Grinding
- Tree Cabling
- Tree Removal
- Disease & Pest Control
- Deep Root Fertilization
- Plant Health Care (PHC)
- Free Estimates
- Arborist Reports & Consultation
- 24-Hour Emergency Service

“Cagwin has a great tree service team. They worked on a couple of our properties and we are very impressed with their quality and efficiency. We look forward to working with them in the future.”

~ The Hattery of Sonoma County





Turf Management

At Cagwin & Dorward, our team of seasoned professionals is committed to delivering top-notch turf management services to ensure your property looks its best. We can handle all your turf needs, whether it's turf renovation, conversion, fertilization, or aeration and overseeding—we've got it covered. Our comprehensive turf management services are designed to maintain and enhance the health, appearance, and functionality of various turf areas, including parks, sports fields, golf courses, residential community areas and commercial landscapes. These services are expertly provided by experienced turf management specialists and landscaping companies.

Our Turf Management Services Include:

- Mowing, Edging and Trimming
- Weed Control
- Turf Renovation
- Turf Conversions
- Drought Tolerant Landscaping
- Sod & Plant Installation
- Fertilization
- Disease Control
- Seasonal Color
- Irrigation Control

“Cagwin & Dorward (Ollie) and his crew have been great! They are always very nice and get the job done. Whenever something needs to be done, Ollie is right there to go over it with me. I highly recommend them.”





Water Management & Irrigation Control

Persistent droughts, changes in weather patterns, growing populations and aging water infrastructure have lead to the price of water is rising all over California. Consumers are facing tiered pricing and mandatory water budgets.

As much as 50% of annual landscape maintenance costs are spent on water. Cagwin & Dorward has helped many customers manage their landscape water usage and control their costs. Many of our clients have seen up to a **20% reduction in water** use through **intelligent irrigation programming** alone, and up to **69% reduction** after **system upgrades**.

Cagwin & Dorward Solutions:

Certified professionals help cut water costs with the latest innovations and high-efficiency techniques. We have over 25 California Landscape Contractors Association (CLCA) Certified Water Managers on staff to help with all your water management and irrigation needs we can help with:

- Existing Irrigation Systems
- Irrigation System & Landscape Upgrades
- Budget Planning
- Backflow Testing & Repair
- Consulting Services
- Turf Conversions
- Drought Tolerant Landscaping



Water-Wise Landscaping



Cagwin & Dorward is a leader in water conservation, and we have already reduced landscape water use for many of our customers. We always focus on efficient landscape water-use and understand the responsibility of carefully managing your landscape investment.

Step 1 - Understand your priorities and unique needs of your landscape. We will work with you to identify:

- Valuable assets, such as heritage or mature trees
- Focal areas, such as entry ways and monument signs.
- Low visibility or low priority areas where water reductions can be made

Step 2 - Implement site-specific water conservation and drought strategy which can include:

- Mulch in Planting Beds
- Smart Controllers
- Meter Reading & Monitoring
- Flow Sensors
- Water Budgets
- Drip Irrigation
- Irrigation Audits
- Turf Conversion

Step 3 - Maintain We provide the following services for our customers:

- Bi-Annual System Checks and Recommended Repairs
- Seasonal Controller Programming Adjustments
- Ongoing Visual Inspections
- CLCA Certified Water Managers
- Long-Term Landscape Planning



Water Management Case Study

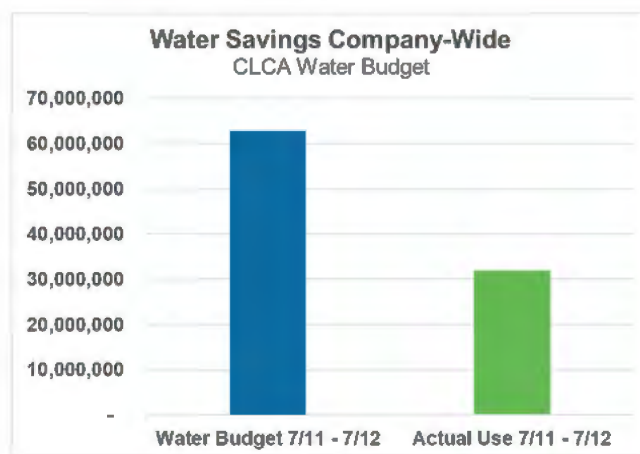
Cagwin & Dorward and the CLCA Certified Water Manager Program Lead in Water Management

The California Landscape Contractors Association (CLCA) Certified Water Manager program trains landscape professionals to reduce water use by watering to a site specific budget.

Cagwin & Dorward employs over **25 CLCA Certified Water Managers**. They have proven they can save water and money. Our customers often see up to a **20% reduction in water** use through **intelligent irrigation programming** alone, and up to **50% reduction after system upgrades**.

Cagwin & Dorward Annual Results:

- Over 30,700,000 gallons of water saved for our customers by watering under budget. That is enough water to meet the needs of 90 families of 4 for a year!
- Watered 49% below budget company-wide in different microclimates, irrigating different plant varieties and property types Greenhouse gas emissions reduced by over 55,900 pounds*



To Achieve Certification, Participants Must:

- Pass a written test and submit an irrigation audit
- Manage at least one property to a water budget for one year
- Maintain certification by watering at least one property to a budget and tracking water use

*Approximately one-fifth of the electricity and one-third of the non-power plant natural gas consumed in the state are associated with water delivery, treatment and use, so efficient use also can reduce water related energy demands and associated greenhouse gas emissions. - California's 20x2020 Water Conservation Plan



**WATER
MANAGEMENT
CERTIFICATION
PROGRAM**

A WaterSense Labeled Program

Master Planning

Master Planning

Creating a Master Plan

A Master Plan creates a vision for your landscape, and is used as a guide that reflects your preferences, goals and budget. Master Plans are useful for long-range planning and maintaining consistency through leadership and management changes.

The Master Plan can be comprehensive, or simple and inexpensive. We use digital imaging, conceptual planting plans, and plant palettes, which help visualize the potential of your landscape.

We will collaborate with the project stakeholders to create a plan that will guide the renovation and maintenance of your landscape. The suggested improvements can be implemented right away, or as phased-projects over many years.



Master Plan Goals

The Master Plan will include the following elements to help ensure a uniform and attractive plan for your landscape:

PLANT PALETTE

We will provide a variety of recommended plants and other materials, presented with photos, to create a common theme throughout the property.

SUSTAINABLE APPROACH

Bay-Friendly guidelines, or other sustainable approaches, can be recommended for the design, installation, and maintenance of the property. Our horticulturist and sustainability manager is a great resource.

RETURN ON INVESTMENT (ROI)

Often, upgrades to the landscape and irrigation systems deliver a return on the investment. Savings in water, landscape maintenance and rebates can pay an ROI in as little as 2 years.

TURF AREAS

We will evaluate the turf to determine if it can be reduced in areas not used for recreation. Replacing turf with low water-use plants and drip irrigation can provide visual interest and reduce water use by up to 70%.

WATER-WISE

Water-efficient solutions will be recommended at all steps in the process from the plant palette, to renovating the irrigation system.

BUDGETING

We will present budget pricing prior to, and in conjunction with, plans and design concepts. Our pricing will align with your budget goals.

FERTIGATION

Automatic fertilizer application through an irrigation system reduces labor, provides a means to apply organic pest control, reduces water-use, and creates healthier soil biology through the use of bio-stimulants.



Thank You



Local. Passionate. Experts.

Submitted by:

Mindy Blundell

(408)592-2964

Mindy.Blundell@cagwin.com



CITY OF DEL REY OAKS AGREEMENT

THIS AGREEMENT (“Agreement”) is executed October 24th, 2026, by and between the CITY OF DEL REY OAKS, a municipal corporation (hereinafter “City”), and K & D Landscaping (hereinafter “Consultant”), each of which is referred to herein as a “party,” and collectively referred to herein as the “parties.”

RECITALS

WHEREAS the City wishes to engage Consultant to perform the services required by this Agreement as City does not have the capability to perform such work.

WHEREAS Consultant is customarily engaged in the business of providing the services required herein and is willing to provide such services on the following terms and conditions; and

WHEREAS Consultant represents it is specially trained, experienced, and competent to perform the services required by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services under this Agreement, the following services: K & D Landscaping provides services to the city in the form of Landscaping services to include streetscape, DRO park maintenance and low brush clearing at the direction of the Public Works Supervisor.

A. **Amendment of Services.** The parties may make changes to the scope of services as defined in Section 1.A above. The parties shall agree in writing prior to commencement of any such changes.

2. COMPENSATION

A. **Total Fee.** The city agrees to pay, and the Consultant agrees to accept as full and fair consideration for the performance of this Agreement \$1,158.00 per month for a total of \$13,896.00 per year. If the City determines the services set forth in the written invoice have not been performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until the services have been satisfactorily performed.

B. **Invoicing.** The consultant shall submit written invoices to the City. The consultant’s invoices shall include a brief description of the services performed.

3. AGREEMENT TERM

A. **Term.** The work under this Agreement shall commence at the mutual reasonable agreement of the parties.

B. **Timely Work.** Consultant shall perform all services in a timely fashion. Failure to perform shall be deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.

4. INDEPENDENT CONSULTANT

A. **Independent Consultant.**

i. Consultant is an independent consultant. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture.

ii. No offer or obligation of permanent employment with the City or City department or agency is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including, but not limited to, sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of services under this Agreement. In connection with this, Consultant shall defend, indemnify and hold the City harmless from all liability, which the City may incur because of Consultant's failure to pay such taxes.

B. **Not an Agent of the City.** Nothing in this Agreement shall be interpreted to render the City the agent, employer, or partner of consultant, or the employer of anyone working for or subcontracted by consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. The consultant is not, and must not claim to be, an agent of the city.

5. REPRESENTATIVES AND COMMUNICATIONS

A. **City's Representative.** The City appoints the individual named below as the City's contact person for the purposes of this Agreement.

Name: John Guertin
Title: City Manager
Address: 650 Canyon Del Rey Blvd. Del Rey Oaks, CA 93940
Telephone: 831-394-8511

B. **Consultant's Representative.** Consultant appoints the individual named below as its contact person for the purposes of this Agreement.

Name: K&D Landscaping, Inc.
Title: Kendal White, Owner
Address: 62C Hangar Way, Watsonville, CA 95076
Telephone: (831) 901-5243

C. **Communications and Notices.** Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law Consultant shall indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of experts, consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, anyone directly or indirectly employed by Consultant, or anyone Consultant controls (collectively "Liabilities"). Consultant shall have liability for reasonable and necessary defense costs incurred by persons indemnified to the extent caused by Consultant's negligence herein and recoverable under applicable law on account of negligence. Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the gross negligence or willful misconduct of such Indemnitee.

7. INSURANCE

Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

A. **Commercial General Liability Insurance** including, but not limited to, premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

B. **Automobile Liability Insurance** covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.

C. **Workers' Compensation Insurance.** If Consultant employs others in the performance of this Agreement, Consultant shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.

D. **Other Insurance Requirements:**

- i. The City shall be an additional named insured on Consultant's policy.
- ii. All insurance required under this Agreement must be written by an insurance company either:

1. admitted to do business in California with a current A.M. Best rating of no less than A:VI;

or

2. an insurance company with a current A.M. Best rating of no less than A:VII.

iii. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City Manager. Consultant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy that would alter the information on the certificate then on file, including, without limitation, the number of coverages or the term of coverages.

iv. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.

v. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. PERFORMANCE STANDARDS

A. Consultant warrants that Consultant and Consultant's employees performing services under this Agreement are specially trained and experienced to perform the services described herein.

B. Consultant and its employees shall perform all services in a safe and skillful manner consistent with the highest standards of care, diligence and skill ordinarily exercised by professionals in similar fields. All services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

C. Consultant shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. Consultant shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement, the RFP, or Consultant's Estimate.

D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City Manager or his or her designee shall perform an evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with consultant to review the quality of work and resolve the matters of concern.

9. CITY INFORMATION AND RESOURCES

A. **City Resources.** The City acknowledges that Consultant's ability to provide services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by consultant. To the extent that the

City fails to provide City resources, Consultant shall not be liable for any resulting delay in services, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Consultant be entitled to extra compensation for same.

B. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of consultant, and all responsibility related to performance of services shall be and remain with consultant.

10. OWNERSHIP AND USE OF MATERIALS

A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, vendors, successors or assignees may have in the Materials. Consultant agrees that all copyrights, which arise from creation of the work or services pursuant to this Agreement, shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City.

B. **Delivery and Use of the Materials.** All Materials shall be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.

11. DISPUTE RESOLUTION

The City Manager and Consultant shall make reasonable efforts to resolve any dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations.

If all or any portion of a dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days either party may, by notice to the other party, submit the dispute for formal mediation to a mediator selected mutually by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within Monterey County.

Should either party not be satisfied with the outcome of the mediation, the matter may be submitted to a court of competent jurisdiction.

All claims by Consultant against the City for money or damages must comply with the Government Claims Act (California Government Code Sections 810-996.6).

12. TERMINATION OF AGREEMENT

A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant defaults or fails to deliver the services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant:

- i. Fails to perform the required services within the term and/or in the manner provided under this Agreement;
- ii. Fails to observe or comply with the City's reasonable instructions;
- iii. Otherwise violates any provision of this Agreement.

13. LEGAL ACTION / VENUE

Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Monterey County Superior Court.

14. MISCELLANEOUS PROVISIONS

A. **Non-discrimination.** During the performance of this Agreement, Consultant shall not unlawfully discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, either in Consultant's employment practices or in the furnishing of services to recipients.

B. **Acceptance of Services Not a Release.** Acceptance by the City of services to be performed under this Agreement does not operate as a release of consultant from professional responsibility for the services performed.

C. **Headings.** The headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.

D. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitute the entire agreement between the parties hereto with respect to the terms, conditions, and services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Amendment of Services." Any amendment to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.

E. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be signed in counterparts, but all of which together shall constitute one and the same Agreement.

F. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.

G. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

H. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

I. **Non-exclusive Agreement.** This Agreement is non-exclusive, and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services or may have its own employees perform the same or similar services.

J. **Assignment of Interest.** The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.

K. **Laws.** Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Del Rey Oaks.

L. **Exhibits.** The following Exhibits are incorporated herein by reference as if fully set forth: _____

IN WITNESS WHEREOF, the parties enter into this Agreement on the day and year first above written in Del Rey Oaks, California.

CITY OF DEL REY OAKS

John Guertin, City Manager

Date

Kendal White/Owner

Date