



CITY OF ESCONDIDO
FOURTH AMENDMENT TO PUBLIC SERVICES AGREEMENT

This Fourth Amendment to Public Services Agreement ("Fourth Amendment") is made and entered into as of this _____ day of _____, 2022 ("Effective Date"),

Between: CITY OF ESCONDIDO
 a California municipal corporation
 201 N. Broadway
 Escondido, CA 92025
 Attn: Allen Yun
 760-839-4665
 ("CITY")

And: Steven Smith Landscape, Inc.
 a California corporation
 1916 Commercial St.
 Escondido, CA 92029
 Attn: Steven Smith
 760-745-9916
 ("CONTRACTOR").

(The CITY and CONTRACTOR each may be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, the Parties entered into that certain Public Services Agreement dated June 26, 2018, which was subsequently amended by a First Amendment dated July 2, 2018, a Second Amendment dated July 23, 2020, and a Third Amendment dated June 9, 2021 (collectively, the "Agreement"), wherein CITY retained CONTRACTOR to provide services for landscape maintenance services for the Escondido landscape maintenance district, as more specifically described in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to include additional services as described in "Attachment A" to this Fourth Amendment, which is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

The CONTRACTOR will furnish all of the Services described in "Attachment A" to this Fourth Amendment.

1. The CITY will compensate the CONTRACTOR in an additional amount not to exceed the sum of **\$238,003.92**, pursuant to the conditions contained in "Attachment A" to this Fourth Amendment.
2. Section 2 (Compensation) of the Public Services Agreement dated June 26, 2018 shall be deleted in its entirety and replaced with the following:
 2. Compensation. In exchange for CONTRACTOR's completion of the Services, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of **\$238,003.92** per year. Any breach of this Agreement will relieve the CITY from the obligation to pay CONTRACTOR, if CONTRACTOR has not corrected the breach after the CITY provides notice and a reasonable time to correct it. CONTRACTOR shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.
3. All other terms of the Agreement not referenced in this Fourth Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this Fourth Amendment, this Fourth Amendment shall prevail.
4. This Fourth Amendment and the Agreement, together with any attachments or other documents described or incorporated therein, if any, constitute the entire agreement and understanding of the Parties, and there are no other terms or conditions, written or oral, controlling this matter.
5. This Fourth Amendment may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document. Delivery of an executed signature page of this Fourth Amendment by electronic means, including an attachment to an email, shall be effective as delivery of an executed original.
6. Unless a different date is provided in this Fourth Amendment, the effective date of this Fourth Amendment shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, this Fourth Amendment is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: _____

Paul McNamara, Mayor

STEVEN SMITH LANDSCAPE, INC.

Date: _____

Signature

Name & Title (please print)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

A. General

Steven Smith Landscape, Inc., a California corporation ("Contractor"), will provide the City of Escondido, a California municipal corporation ("City"), with maintenance services in the City's Landscape Maintenance Assessment District ("LMD").

B. Location

A map of the City's LMD is attached to this Scope of Work as Exhibit 1 and incorporated herein by this reference. Contractor will provide landscape maintenance services in the City's LMD zones 1 through 9, 11 through 29, 32 through 35, and 38. Each LMD zone subject to this Fourth Amendment is described as follows:

Zone 1 – Rancho Verde

The project area is within the Rancho Verde subdivision, Tracts 523A, 523B, 653 and 692 which are located north of Via Rancho Parkway at Eucalyptus Avenue. The improvements to be maintained are the entryway improvements including the parkway landscaping on both the east and west side of Eucalyptus Avenue extending a distance of approximately 400 feet from Via Rancho Parkway. Area measures approximately 33,000 square feet.

Zone 2 – Nutmeg Street

Located on the west side of Nutmeg Street, south of Sunset Heights Road. The improvements to be maintained include the slope/parkway landscaping on the west side of Nutmeg Street, the slope landscaping on the north side of the service road south of the tract, and the slope/parkway landscaping on the south side of Sunset Heights Road. Area measures approximately 17,200 square feet.

Zone 3 – Eleventh Avenue and West Valley Parkway

Located at the southwest corner of West Eleventh Avenue and West Valley Parkway. The improvements to be maintained include the slope and parkway landscaping on the west side of West Valley Parkway, and a small portion of parkway landscaping on the south side of Eleventh Avenue. Area measures approximately 18,200 square feet.

Zone 4 – El Norte Parkway/Rees Road

Located on the north side of El Norte Parkway and the west side of Rees Road from Rees Road to approximately 1,000 feet east of Bennett Avenue. The improvements to be maintained include crib wall, slope and parkway landscaping on the north side of El Norte Parkway, and parkway landscaping on the west side of Rees Road adjacent to the homes in Tract 721. Area measures approximately 14,700 square feet.

Zone 5 – La Honda Drive (North)

Located on the east side of La Honda Drive beginning just south of Dublin Lane and continuing north up La Honda Drive. The improvements to be maintained are the slope/parkway landscaping on the east side of La Honda Drive north and south of Dublin Lane, and the slope/parkway landscaping on Dublin Lane at the entry to Tract 723. Area measures approximately 37,300 square feet.

Zone 6 – N. Broadway/Brava Place

Located on the east side of North Broadway at the intersection of Brava Place. Improvements to be maintained include parkway landscaping north and south of Brava Place, and parkway landscaping on Brava place adjacent to the environmental channel. Any work done in the portion of the environmental channel flowing through the development, as indicated on the subdivision map, will be billed as extra work and is not part of the monthly maintenance. Channel maintenance must be preapproved by the Public Works Department and may be

subject to additional environmental requirements and maintenance restrictions. Area measures approximately 2,000 square feet (not including channel maintenance).

Zone 7 – La Honda Drive (South)

Located on the east side of La Honda Drive beginning north of Trujillo Terrace and continuing north up La Honda Drive to the boundary of LMD Zone 5. The improvements to be maintained include the slope/parkway landscaping on the east side of La Honda Drive and the landscaping in a triangular-shaped lot on the corner of MacNaughton Lane and Glasgow Lane. Area measures approximately 23,000 square feet.

Zone 8 – East El Norte Parkway

Located on the south side of El Norte Parkway between Justin Way and Kaile Lane. The improvements to be maintained include parkway landscaping. Area measures approximately 2,722 square feet.

Zone 9 – Laurel Valley

The project areas are within the Laurel Valley subdivision, Tract 655. The area is generally south of Rincon Avenue and on the east and west sides of Ash Street. This tract has 156 single family homes. The improvements to be maintained include 2.31 acres of turf, 1.46 acres of plateau grass, 1.49 acres of landscaped slopes, and 0.12 acres of shrubs/groundcover. Area measures approximately 234,353 square feet.

Zone 11 – Parkwood

Located on the north side of Rincon Avenue, south of Cleveland Avenue and east and west of Conway Drive. The improvements to be maintained include landscaping around the perimeter of the Parkwood development, median landscaping on Conway Drive between Rincon Avenue and Cleveland Avenue, open space eucalyptus groves, and a turf lined drainage channel. Area measures approximately 687,000 square feet.

Zone 12 – Reidy Creek Environmental Channel

The Reidy Creek Environmental Channel generally lies west of Centre City Parkway, north of Lincoln Avenue, and south of El Norte Parkway. The improvements to be maintained include the grass-lined slopes of the Reidy Creek Channel, including all shrubs and trees on the slopes. Channel bed maintenance is not part of the monthly maintenance and will be billed as an extra. Channel bed maintenance must be preapproved by the Public Works Department and may be subject to additional environmental requirements and maintenance restrictions. This channel is non-irrigated. Area measures approximately 830,000 square feet.

Zone 13 – Centre City Parkway median at Felicita Ave.

Located south of Felicita Avenue extending to approximately 500 feet south of Towne Centre Driveway. The improvement to be is the landscaping which includes trees, shrubs, and ground cover in the median on Centre City Parkway. Area measures approximately 42,500 square feet.

Zone 14 – Lincoln Avenue

Located on the north side of Lincoln Avenue between Fig Street and Grape Street. The improvements to be maintained include the landscaping in the parkway on the north side of Lincoln Parkway adjacent to the homes in Tract 747. Area measures approximately 2,000 square feet.

Zone 15 – Citrus Avenue/Washington Avenue

Located on the east side of Citrus Avenue and the south side of Washington Avenue. The improvements to be maintained include the landscaping in the parkway on the east side of Citrus Avenue and on the south side of Washington Avenue adjacent to the homes in Tract 805. Area measures approximately 7,000 square feet.

Zone 16 – N. Broadway/Trellis Lane

Located on the east side of North Broadway at the intersection of Trellis Lane. The improvements to be maintained include the parkway landscaping on the east side of North Broadway and the south side of Trellis Lane adjacent to the homes in Tract 741. Area measures approximately 1,200 square feet.

Zone 17 – El Norte Parkway/Creekside

Located on the north side of El Norte Parkway east of Kaile Lane. The improvements to be maintained include parkway landscaping on the north side of El Norte Parkway and the east side of Kaile Lane. Area measures approximately 6,240 square feet.

Zone 18 – East Valley Parkway/Wanek Road

Located on East Valley Parkway just north of Wanek Road. The improvements to be maintained include parkway landscaping on the west side of East Valley Parkway north of Wanek Road adjacent to Tract 818. Area measures approximately 1,265 square feet.

Zone 19 – Brookside I and II

Located north of Rincon Avenue, east of North Broadway Avenue, west of Conway Drive, and south of North Avenue in Tracts 819 and 844. Area measures approximately 448,000 square feet.

Zone 20 – Citracado Parkway

Located on Citracado Parkway south of Greenwood Place adjacent to Tract 817. The improvements to be maintained include slope/parkway landscaping on the north, east and west sides of Citracado Parkway adjacent to Tract 817. Area measures approximately 20,750 square feet.

Zone 21 – El Norte Parkway/Greenway Rise

Located on East El Norte Parkway east of Greenway Rise adjacent to Tract 823. The improvements to be maintained include slope/parkway landscaping on the north side of East El Norte Parkway adjacent to Tract 823. Area measures approximately 6,000 square feet.

Zone 22 – El Norte Parkway/Woodland Parkway

Located on W. El Norte Parkway and Woodland Parkway adjacent to Tract 808. Improvements to be maintained include slope/parkway on the north side of West El Norte Parkway and the east side of Woodland Parkway adjacent to Tract 808. Area measures approximately 9,660 square feet.

Zone 23 – Harmony Grove

Located on Harmony Grove Road south of Princess Kyra Place adjacent to Tract 837. Improvements to be maintained include parkway landscaping on the north side of Harmony Grove Road east and west of Princess Kyra Place. Area measures approximately 2,270 square feet.

Zone 24 – Encino Drive/Juniper Street

Located on Encino Drive adjacent to Tract 824 and on Juniper Street adjacent to Tract 845. The improvements to be maintained include slope/parkway landscaping on the west side of Encino Drive north and south of Amparo Court, a detention basin near the southwest corner of Encino Drive/Amparo Court, slope/parkway landscaping on the east side of Juniper Street north and south of Amparo Drive and a detention basin on the northeast corner of Juniper Street/Amparo Court. Area measures approximately 85,365 square feet.

Zone 25 – El Norte Parkway

Located on East El Norte Parkway west of Kaile Lane adjacent to Tracts 787R, 821, and 847. Improvements to be maintained include parkway landscaping on the north side of El Norte Parkway adjacent to Tracts 787R, 821, and 847. Area measures approximately 6,216 square feet.

Zone 26 – Fig Street/Jets Place

Located on the east side of Fig Street just north of Stanley Court adjacent to Tract 856. Improvements to be maintained include parkway and drainage landscaping on the east side of Fig Street north and south of Jets Place adjacent to Tract 856. Area measures approximately 1,836 square feet.

Zone 27 – Washington Hills

Located on the north and south sides of El Norte Parkway and the north side of Washington Avenue. Improvements to be maintained includes the parkway landscaping adjacent to the Chaparral Ridge and Chaparral Glen Development. Area measures approximately 29,903 square feet.

Zone 28 – Eureka Springs

Located on the north side of El Norte Parkway from Key Lime Way to East Valley Parkway, on the west side of East Valley parkway from El Norte Parkway to Beven Drive, on the east side of El Norte Parkway from Eureka Drive to Beven Drive, and in the Median from El Norte Parkway to Beven Drive. Improvements include trees, shrubs, turf, and groundcover. Area measures approximately 287,000 square feet.

Zone 29 – Felicita Road

Located on the west side of Felicita Road, north and south of Rockwell Springs Court adjacent to Tract 861. Improvements to be maintained includes parkway and drainage landscaping. Area measures approximately 4,578 square feet.

Zone 32 – Washington Hills II (Chaparral Creek)

Located on the south side of Washington Ave., east and west of Trovita Court. Improvements to be maintained include parkway landscaping. Area measures approximately 875 square feet.

Zone 33 – El Norte Parkway/Midway Drive

Located on the north side of El Norte Parkway, east and west of Midway Drive. Improvements to be maintained include slope, parkway, and drainage landscaping on El Norte Parkway and Midway Drive adjacent to Tract 883. Area measures approximately 4,000 square feet.

Zone 34 – Idaho Ave./Purdum Lane

Located on the north side of Idaho Ave., west of Purdum Lane. Improvements to be maintained include slope, parkway, and drainage landscaping. Area measures approximately 7,000 square feet.

Zone 35 – Hamilton Lane

Located on the south side of Hamilton Lane east and west of Hamilton Place adjacent to Tract 889. Improvements to be maintained include parkway and drainage landscaping. Area measures approximately 5,550 square feet.

Zone 38 – Campbell Place

Located on the west side of Citrus Avenue, south of East Washington Avenue and north of the Flood Control Channel. Improvements to be maintained include parkway and drainage landscaping. Area measures approximately 2,000 square feet.

C. Services

1. Services Generally

Landscape maintenance services for each LMD zone described in Section B shall include mowing, edging, weeding, fertilizing, litter control, debris removal, maintenance of all plants, maintenance of the irrigation systems, and the replacement of any damaged or vandalized irrigation equipment or plant material.

Contractor will be responsible for the replacement of any damaged plant materials caused by negligence from Contractor at Contractor's sole expense.

Contractor shall provide all equipment, materials, supplies and labor to successfully carry out the requirements of this Fourth Amendment.

Contractor shall conduct the work at all times in a manner which will not interfere with normal pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets.

By signing this Fourth Amendment, Contractor acknowledges and warrants that it has visited the locations described in Section B and is fully acquainted with the conditions and difficulties attending the performance of this Fourth Amendment. No additional compensation or relief from any obligations of this Fourth Amendment will be granted because of Contractor's lack of knowledge of the sites or conditions under which the work will be accomplished.

2. Irrigation System Services

Contractor shall maintain the entire irrigation system at each zone described in Section B. Irrigation system maintenance services include the replacement, repair, adjustment, and monitoring of the system to assure continued operation. The controllers and valve boxes shall be kept clean of soil and debris. Water usage shall not exceed the amount required to comply with irrigation schedules established by Contractor and approved by the City. The irrigation controllers shall be turned off prior to expected rain events resulting in enough rainfall to constitute a watering schedule. After a rain event the water must remain off for a minimum of 48 hours, after such time it is the responsibility of Contractor to turn the water back on and make any necessary adjustments to the irrigation controller to accommodate future watering needs. Contractor shall be responsible and liable for any damages to public or private property resulting from excessive irrigation water runoff. A deduction from Contractor's monthly payment can be made if repairs are not made in a timely manner satisfactory to the City.

Contractor shall inspect and test the operation of the irrigation system twice per month for any malfunction. Contractor shall develop, publish, and submit inspection reports to the City for its records.

All repairs and replacement parts shall conform to the type and kind of the existing system. Any deviation must have prior approval from the City. All repairs shall be made within 72 hours of notification to Contractor by the City. Repairs must be completed before the next watering cycle begins.

Labor for incidental sprinkler repairs, such as repairs to valves, and irrigation equipment beyond the valve, will be included in the contract price of this Fourth Amendment. The City will reimburse Contractor for the cost of the parts for these repairs.

Major repairs, such as valve replacement, mainline breaks, wiring, and controllers; will be billed as extra work for parts and labor upon authorization of the Public Works Director or their designee.

The City will be responsible for backflow repairs and certification tests. Sites using recycled water require special training and certification of employees. Contractor must possess this certification in order to comply with recycled water regulations.

The City will be notified of any changes in the irrigation schedule within 72 hours of said change. Any modification to this irrigation schedule reporting requirement will require approval from the Public Works Director or their designee.

3. Pruning and Edging Services

Contractor shall be responsible for the pruning of all shrubs and groundcover in the work area to maintain plants in a healthy, growing condition. Dead or damaged limbs or branches shall be removed immediately and all pruning cuts shall be made cleanly with sharp pruning tools, with no projections or stubs remaining. All pruning shall be accomplished in a manner, which will permit the plants to grow naturally in accordance with their normal growth characteristics. Shearing or severe pruning of plants will not be permitted unless directed by the Director of Public Works or their designee. All groundcover shall be edged as needed but not to exceed 3 inches to prevent overgrowth on curb or sidewalk line. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. Edging by chemical methods around trees, shrubs and along fence lines is approved as long as it does not adversely affect adjacent private landscaping.

4. Tree Maintenance Services

All trees shall be maintained in their natural shapes. All pruning shall be done according to the International Society of Arboriculture and shall be limited to removal and disposal of any dead or broken branches and any sucker growth located in or on the tree. A minimum clear area of 6 feet shall be maintained under all trees. Young trees shall be thinned and shaped as needed to promote a strong healthy structure. Mature trees and those in excess of 20 feet in height shall be pruned and shaped up to 12 feet in order to maintain a clean appearance. Tree work above 12 feet shall be considered extra work and may be contracted out to tree trimming companies if necessary. Contractor shall maintain all tree stakes and supports. Trees shall be maintained in an erect, upright manner and shall be staked as necessary to maintain this position. Contractor shall remove or loosen any and all stakes and ties whenever girdling is causing damage to the trunk. Trees lost from Contractor's negligence shall be removed and replaced by Contractor with a like size and species at no cost to the City.

5. Mowing, Edging, and Channel Maintenance Services

Turf areas shall be mowed per the following schedule:

- March-November: Weekly (total of 40 mowings)
- December-February: Every two weeks (total of seven mowings)

Mowing height shall be determined by the turf type, time of year, and by the Director of Public Works or their designee.

Contractor shall be responsible for edging all turf grass areas. All turf grass shall be edged along sidewalks, walls, fences, planters, rocks, paved and hard surface areas and other

features every two weeks or as needed so as not to exceed 3 inches in length over curbs or onto sidewalks.

The following zones have specific mowing and maintenance requirements:

LMD ZONE 9 - LAUREL VALLEY

Mowing of turf grass areas shall normally occur once a week in areas designated as "A" "turf areas" and once a month in areas designated as "B" "plateau grass areas" (see page 10 of Exhibit 1). Edging along sidewalks, walls, fences, planters, rocks, paved and hard surfaces and other features shall be done at time the turf grass is mowed. Slope areas designated as "C" "slope areas" shall be weed whipped once a month. Groundcover slope areas designated as "D" "shrub/groundcover areas" shall be kept thriving and relatively weed free.

LMD ZONE 11 - PARKWOOD

The storm drain channels up to the main channel crossing at Conway Drive shall be kept clean of all debris, sedimentation and unwanted vegetation. The open space areas identified as lots 40, 88A, 888, 130, 225, and 262 shall be mowed per the following schedule:

- March- November: Every two weeks (total of 20 mowings).
- December-February: One time per month (total of 3 mowings).

The annual grasses and weeds in the open space areas identified as lots 60 and 169 that contain eucalyptus groves will be mowed twice during the year at a time specified by the Director of Public Works or their designee. This normally will occur during the spring and early summer months.

LMD ZONE 12 - REIDY CREEK

All culverts and drains in the Reidy Creek Environmental Channel shall be kept clean of all debris. Plant material, such as cattails, woody plants, and grasses that impede water flow will be removed from culverts and drains. All groundcover areas in the Reidy Creek environmental channel shall be mowed nine times per year. The actual schedule for these mowings will be coordinated with the Director of Public Works or their designee.

LMD ZONE 19 - BROOKSIDE I and BROOKSIDE II

Mowing of turf grass areas shall normally occur once a week. Edging along sidewalks, walls, fences, planters, rocks, paved and hard surfaces, and other features shall be done each time the turf grass is mowed.

6. Removal of Trash and Debris

Promptly after the mowing, trimming, raking, weeding, edging, and other work required under this Fourth Amendment, Contractor shall remove all debris generated by the performance of the work. Immediately after working in the areas of public walks, driveways, or paved areas, areas shall be cleaned to be free of clippings and other debris. All areas covered by this Fourth Amendment will be kept free of, but not limited to, the following: bottles, cans, paper, cardboard, metallic items, debris, and trash. Litter must be removed at a minimum of two times per week (each Monday and Thursday) for the following main LMD thoroughfares:

- Broadway (Zones 6, 16, and 19)
- Center City Parkway (Zone 13)
- Valley Parkway (Zones 3, 18, and 28)
- El Norte Parkway (Zones 4, 8, 17, 21, 22, 25, 27, 28, and 33)
- Washington Ave. (Zones 15 and 32)
- Via Rancho Parkway (Zone 1)

7. Weed Control

All landscape areas within the specified maintenance area shall be kept free of weeds. Weeds shall be controlled by hand or mechanical methods. Herbicides may be used for weed control upon prior approval of the City's Director of Public Works or their designee. The cost of herbicides and application labor is the responsibility of Contractor. All noxious plant materials such as, but not limited to, poison oak, shall be removed immediately by an approved method. Weeds and plant material removed shall be disposed by Contractor off-site.

8. Disease and Pest Control

Contractor shall regularly inspect all plants for presence of disease or insect infestation. Contractor shall advise the City of disease or infestation and specify control measures to be taken. Upon approval, Contractor shall implement the approved control measures exercising extreme caution in the application of spray material, dusts, or other materials utilized. This work will be considered an extra and may be billed as such with prior approval of the cost by the City. Contractor shall utilize all safeguards necessary during disease or insect control operations to ensure the safety of the public and employees of Contractor. Care shall be taken that no puddles or pools of water that contain chemical residue remain after completion of applications of any harmful chemicals. Also, no permanent sterilant chemicals shall be used. No chemicals shall stain or cause to stain any concrete, brick, boulders, rocks, pavement, controllers, or landscape plant material, or cause damage to same. Contractor shall hold the City harmless for any damage and will repair or replace, as applicable, any damage caused by the use of chemicals.

Contractor shall possess a valid Qualified Applicator License or Maintenance Gardener License issued by the State of California and be registered with the San Diego County Agricultural Commissioner's Office. A Qualified Applicator License is required to apply restricted materials. It is the responsibility of Contractor to possess the correct necessary licenses to apply the effective product.

9. Replacement of Plant Material

Dead plant material must be reported to the City within 48 hours. The plant must be removed and replaced within seven days after City's approval of the work. Contractor shall replace, at Contractor's sole cost, any tree, shrub, or ground cover plant, which is damaged or lost as a result of faulty maintenance. Any plant damaged or lost by conditions or circumstances beyond Contractor's control shall be replaced at City expense by Contractor after approval by the City.

In order to ensure maximum healthy growth and overall aesthetic appearance of plantings in the work area, it may be desirable to replace certain plants. The City shall determine the necessity or desirability of such plant replacement. Contractor will be responsible for the maintenance of the replacement plants at no extra cost to the City.

10. Fertilization

All planted areas shall receive two applications of fertilizer per year. Turf areas shall receive four applications of fertilizer per year. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, the fertilizer shall be thoroughly watered into the soil.

Contractor shall notify the City with a written schedule one week prior to the date of the application. The fertilizer shall be a complete fertilizer with micronutrients, evenly broadcast at the rate recommended on the manufacturer's label.

11. Inspection by the City

The City shall conduct regularly scheduled inspections. Reports depicting any and all deficiencies will be shared with Contractor as they arise. Monthly meetings will be scheduled between the City and Contractor to discuss the overall landscape condition, including, but not limited to: plant vigor, watering schedules, presence of weeds, litter and debris, pesticide use and program, and mowing schedules. Contractor shall correct discrepancies and deficiencies within seven days of the date of notice by the City. Maintenance services performed by Contractor shall be performed to the satisfaction of the Public Works Director or their designee.

12. Failure to Perform Satisfactorily

The City may deduct from Contractor's monthly payment for instances where Contractor has failed to meet the work schedule or provide the required services. The City will contact Contractor by email or letter stating there has been a violation in the contracted work schedule and/or a failure to meet maintenance standards. The City will give Contractor three days to make the correction unless additional time is approved by the City. Failure to make the correction may result in a deduction in payment equal to the cost of the City making the corrections through the use of City labor or a third-party contractor. If correction costs exceed the contract payment, the City may bill Contractor for costs incurred in making corrections. Subsequent violations may result in the City terminating this Fourth Amendment. The City will notify Contractor prior to any deductions to allow for explanations.

13. Emergency Calls

Contractor shall maintain the capability to receive and immediately respond to calls of an emergency nature during normal working hours and outside normal working hours. Calls of an emergency nature received by the City's Public Works Director or their designee shall be referred to Contractor for immediate disposition.

14. Personnel, Training, and License Requirements

All times while providing services under this Fourth Amendment, Contractor must have a valid and current:

- C-27 license at all times while providing services under this Fourth Amendment; and
- Qualified Applicator License or Maintenance Gardener License issued by the State of California and be registered with the San Diego County Agricultural Commissioner's Office.

Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing, on schedule and to the satisfaction of the City, all work required under this Fourth Amendment during the regular and prescribed hours. All such personnel shall be physically able to do their assigned work. Contractor and its employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. They shall be fully clothed in suitable uniform attire with a company-identifying marker. The City shall require Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the City. Contractor shall have competent supervisors, and foremen, who may be working

supervisors, who are capable of discussing in English matters pertaining to this Fourth Amendment. Adequate and competent supervision shall be provided for all work done by Contractor's employees to ensure accomplishment of high-quality work, which is acceptable to the City.

15. Vandalism and Theft

Contractor will be responsible for repairing and/or replacing irrigation equipment and plant materials that are damaged by vandalism, theft, or circumstances beyond the control of Contractor. The damaged material shall be inspected in place by the Public Works Director or their designee to verify the circumstances of the damage. The City will reimburse Contractor upon receipt of an approved invoice from Contractor itemizing the labor and materials involved. Compensation for materials shall be the wholesale cost of the items plus 15% for Contractor's cost of handling.

D. Scheduling

Inquires relating to this Fourth Amendment, including scheduling and coordination, Contractor may be directed to Jerry Dunaway at 760-839-4253 or jdunaway@escondido.org.

Work shall be performed between the hours of 7 a.m. and 6 p.m., Monday through Friday. No maintenance functions or other services provided under this Fourth Amendment shall be commenced before 7 a.m., except in the case of a situation deemed emergency in nature with the prior approval of the Director of Public Works or their designee.

E. Contract Price and Payment Terms

Pursuant to this Fourth Amendment, the City will compensate Contractor an additional amount not to exceed the sum of **\$238,003.92**. Pursuant to this Fourth Amendment, the combined total contract price the Public Services Agreement dated June 26, 2018 (\$476,007.84), First Amendment dated July 2, 2018 (\$0), Second Amendment dated July 23, 2020 (\$238,003.92), Third Amendment dated June 9, 2021 (\$238,003.92), and this Fourth Amendment (\$238,003.92) shall be \$1,190,019.60.

Contractor shall be paid monthly for work performed satisfactorily under this Fourth Amendment. At the completion of each month, Contractor shall submit a detailed report of maintenance performed. This report shall be accompanied by a billing in accordance with the contract price for the work performed and shall become the basis for payment.

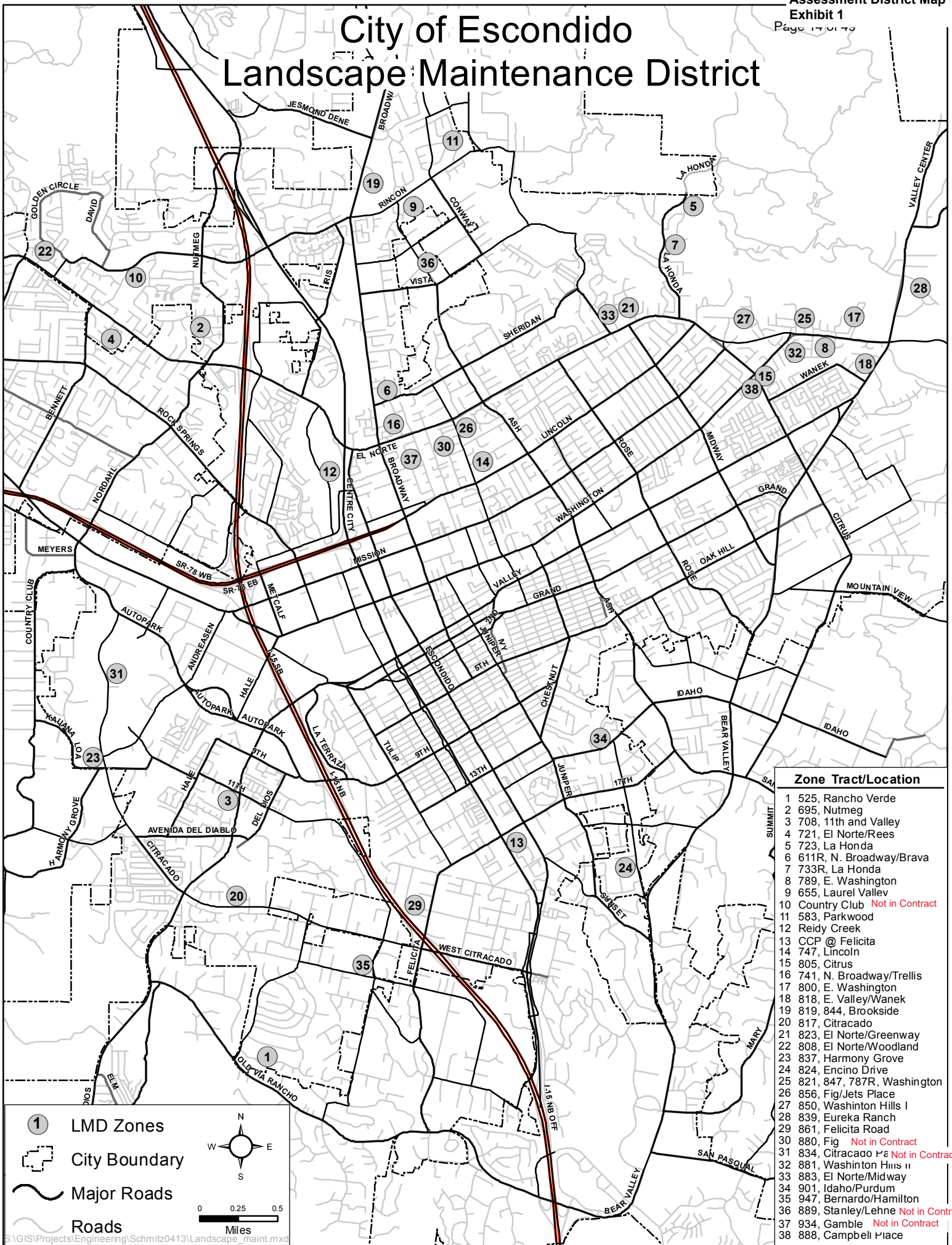
F. Term

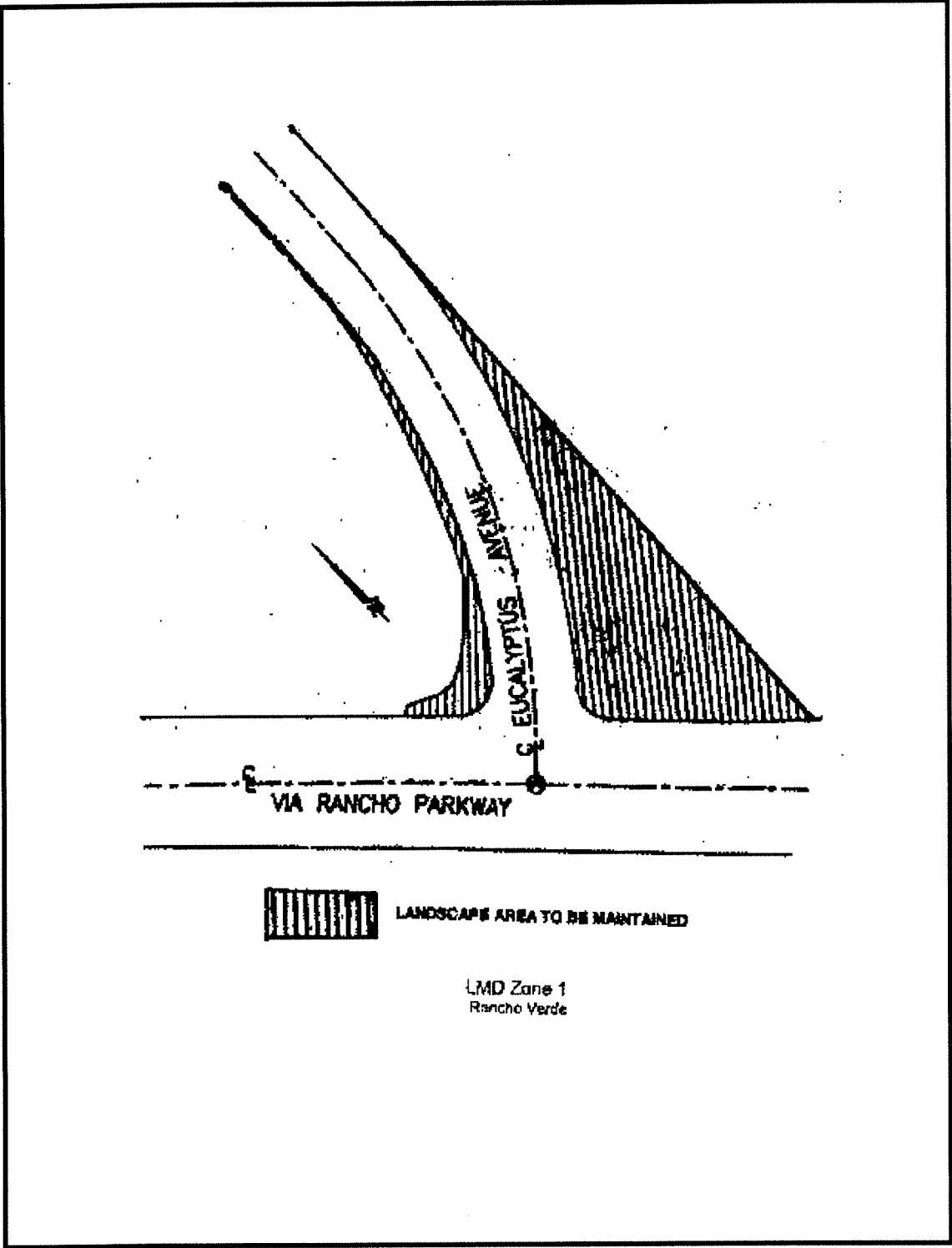
The term of this Fourth Amendment shall be from the Effective Date through **June 30, 2023**. Services under this Fourth Amendment shall commence on **July 1, 2022**.

G. Traffic Control

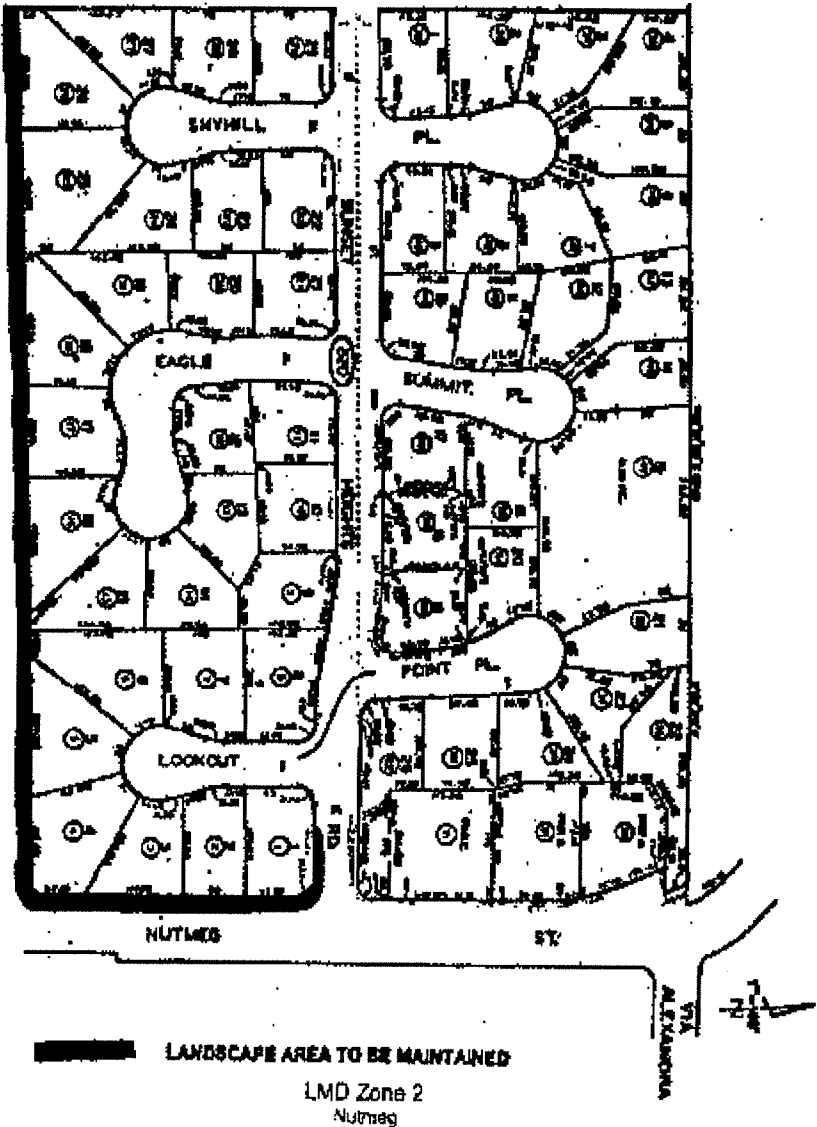
Contractor will be responsible for providing and employing approved traffic control methods established for the conditions under which the Contractor is working, i.e. parkways and medians.

City of Escondido Landscape Maintenance District

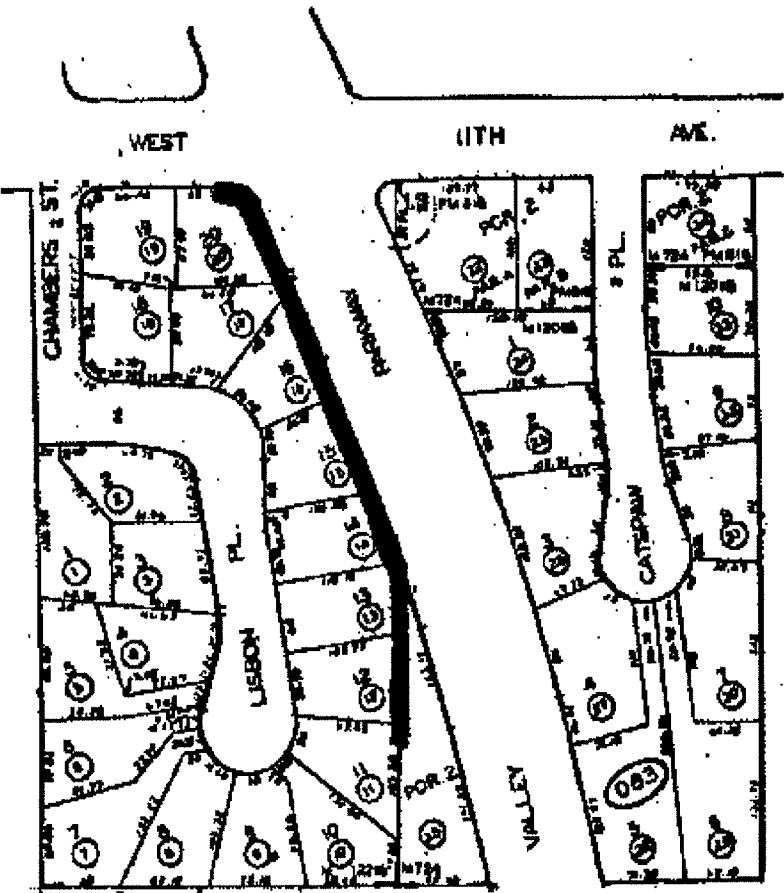




LMD Zone 1 – Rancho Verde



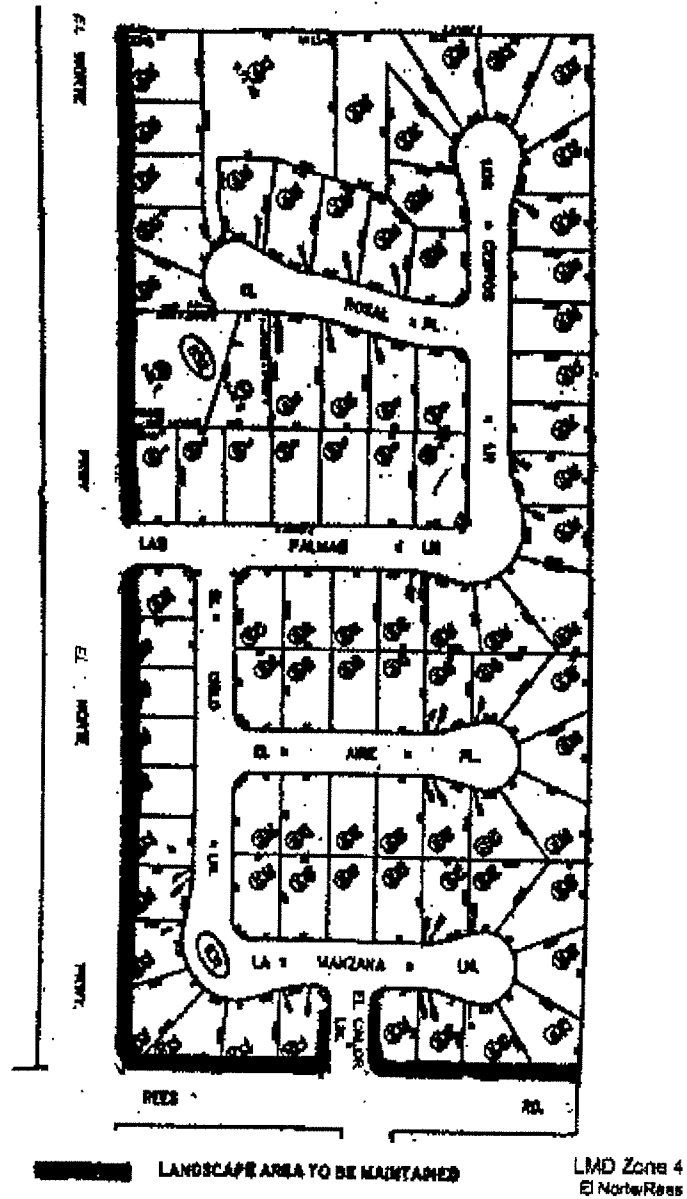
LMD Zone 2 - Nutmeg



LANDSCAPE AREA TO BE MAINTAINED

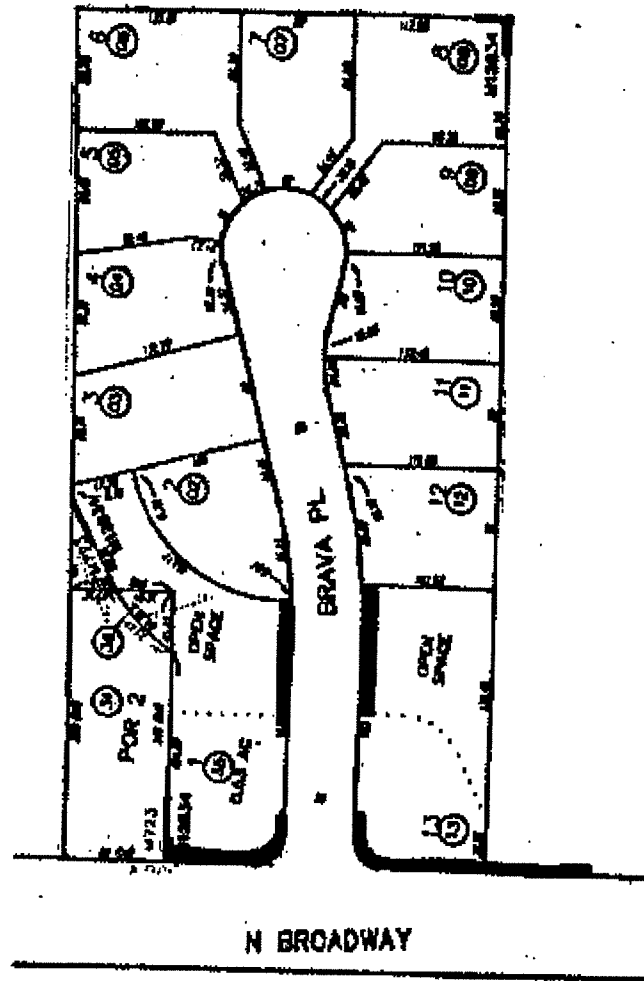
LMD Zone 3
Eleventh/Valley

LMD Zone 3 – Eleventh/Valley

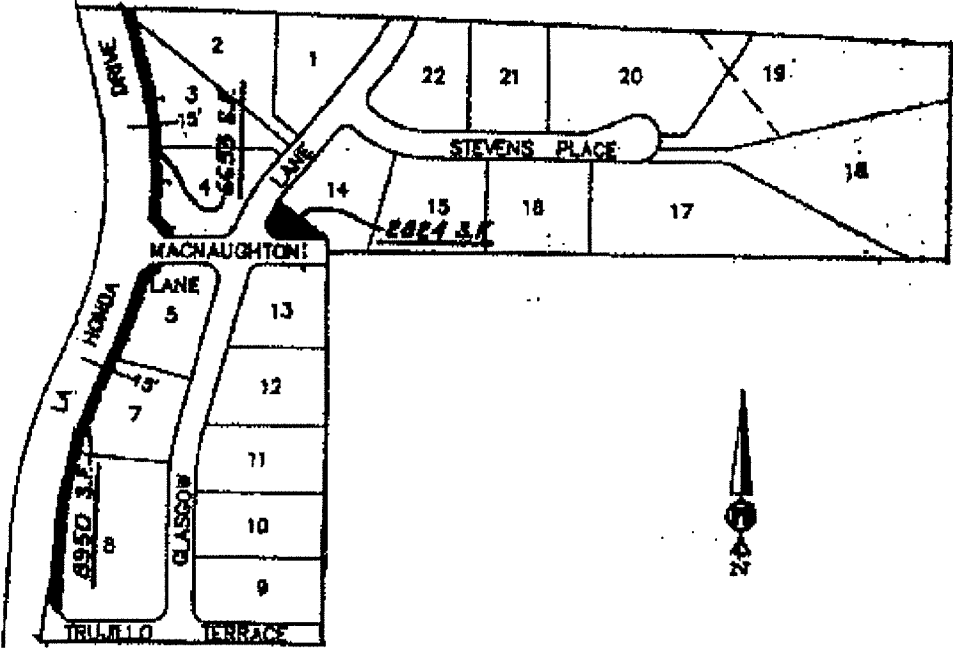


LMD Zone 4 – El Norte/Rees

LMD Zone 5 – La Honda (north)



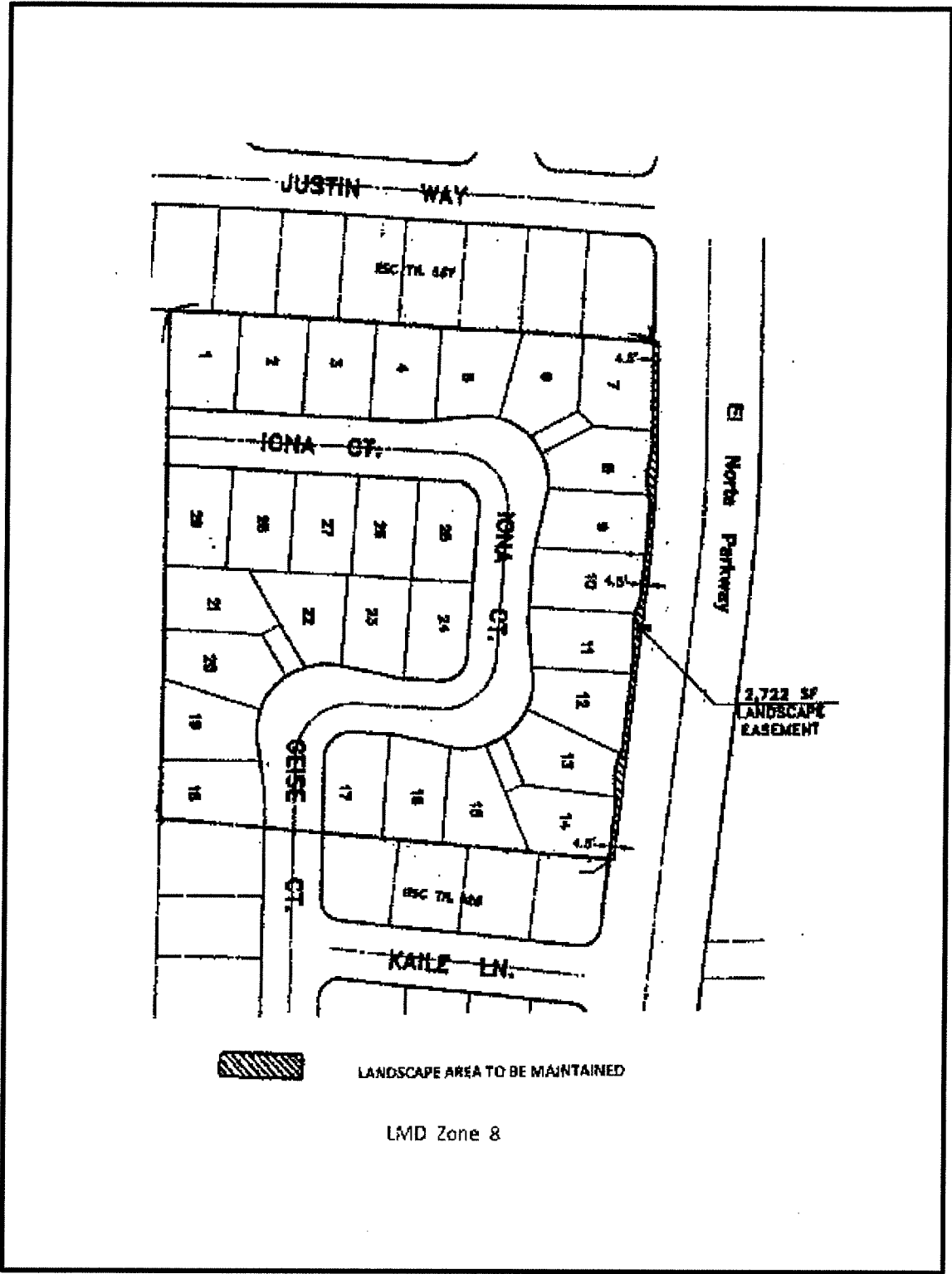
LMD Zone 6 – N. Broadway/Brava



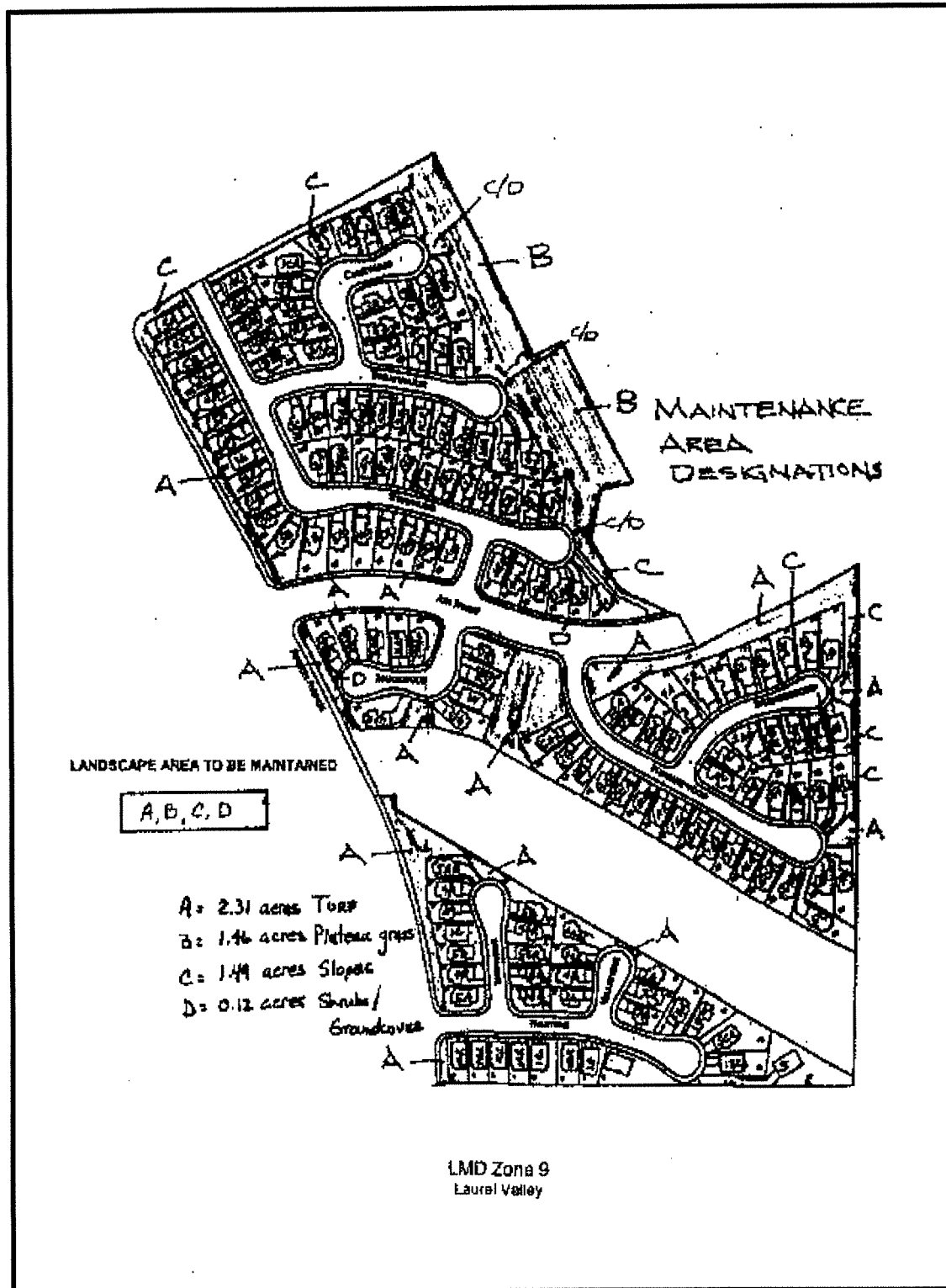
 LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 7
La Honda (south)

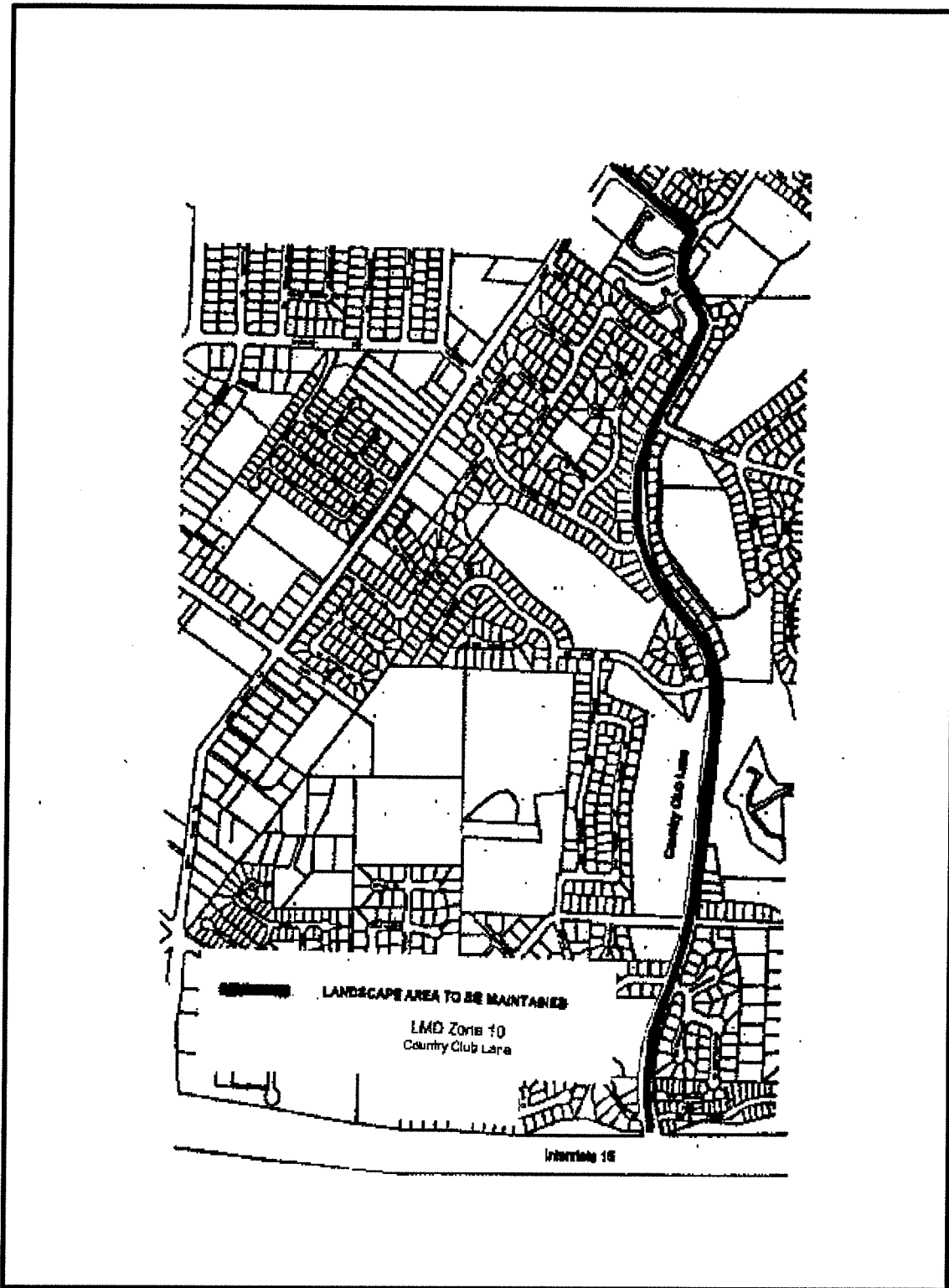
LMD Zone 7 – La Honda (south)



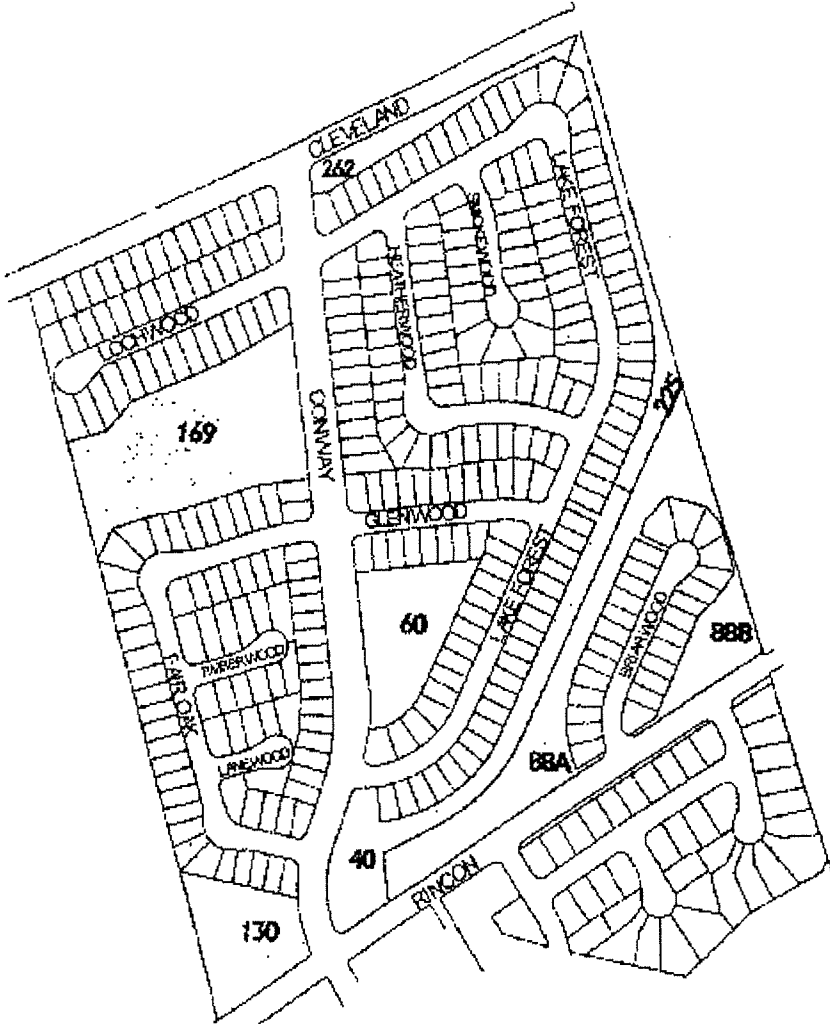
LMD Zone 8 – E. El Norte Parkway



LMD Zone 9 – Laurel Valley



LMD Zone 10 – Country Club Lane

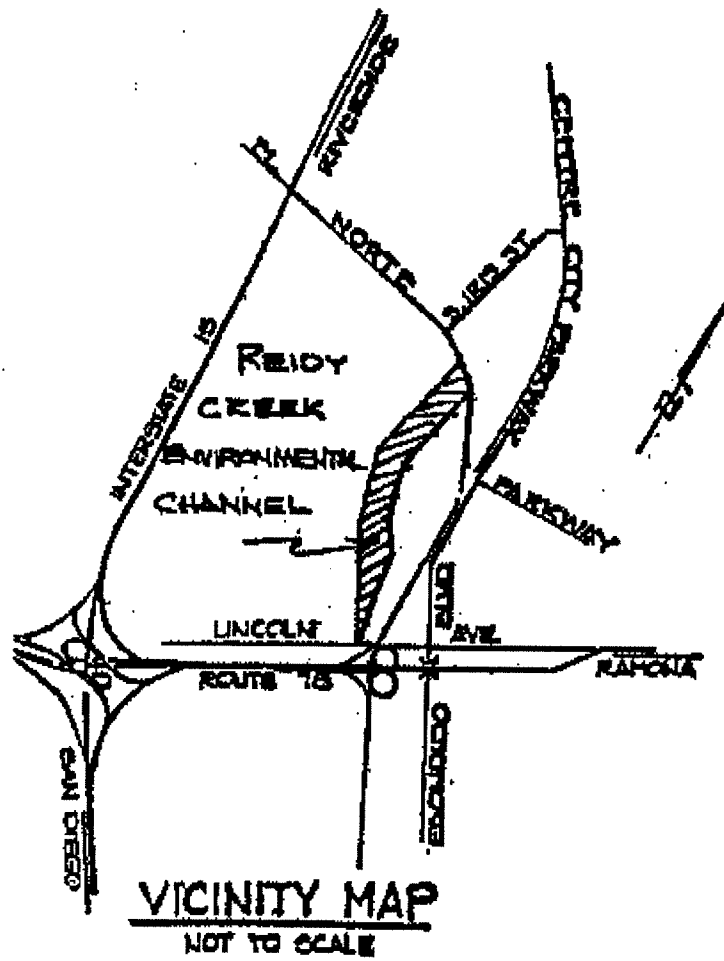


Lots: 40, 60, 88A, 88B, 130, 169, 262, and 225

LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 11
Parkwood

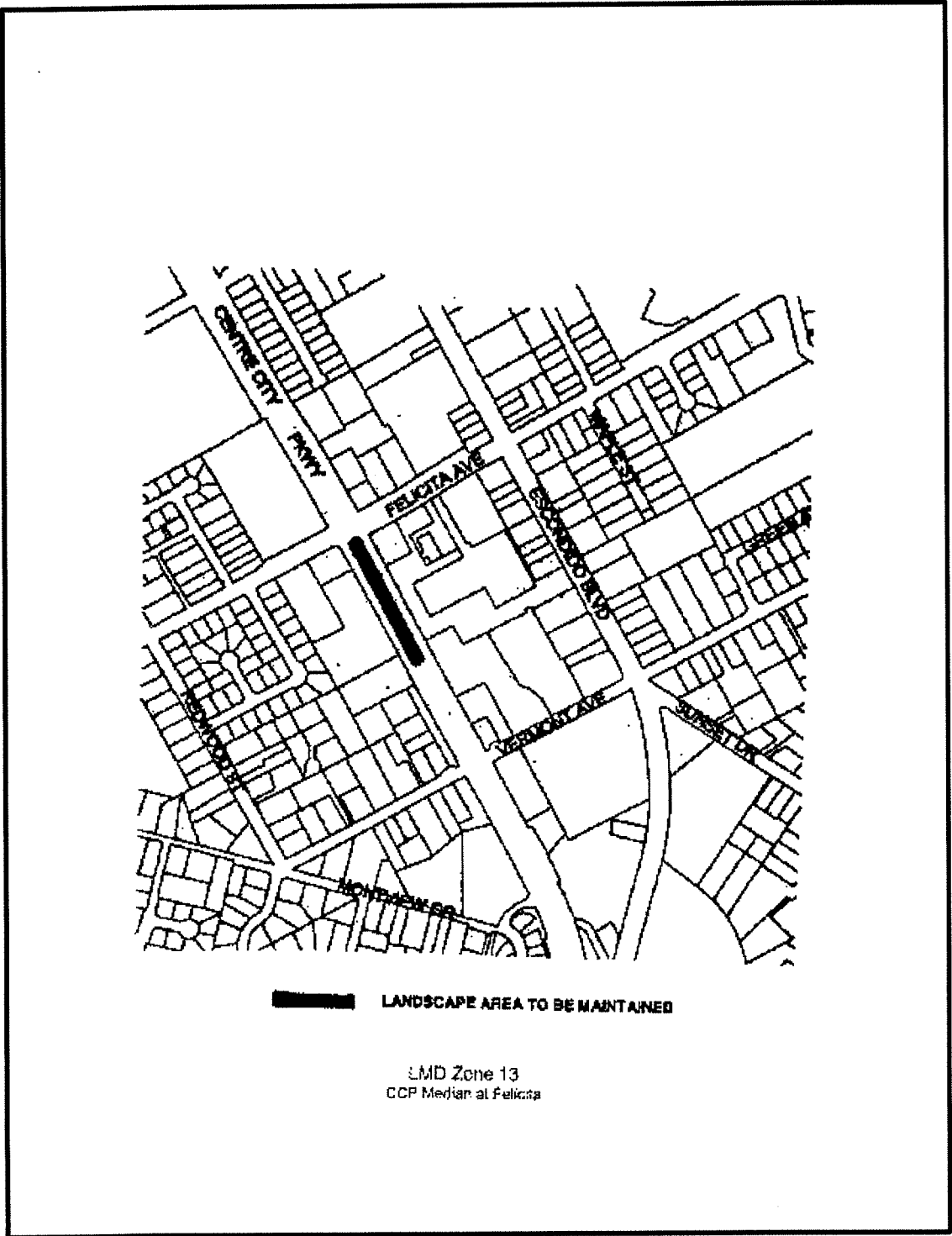
LMD Zone 11 - Parkwood



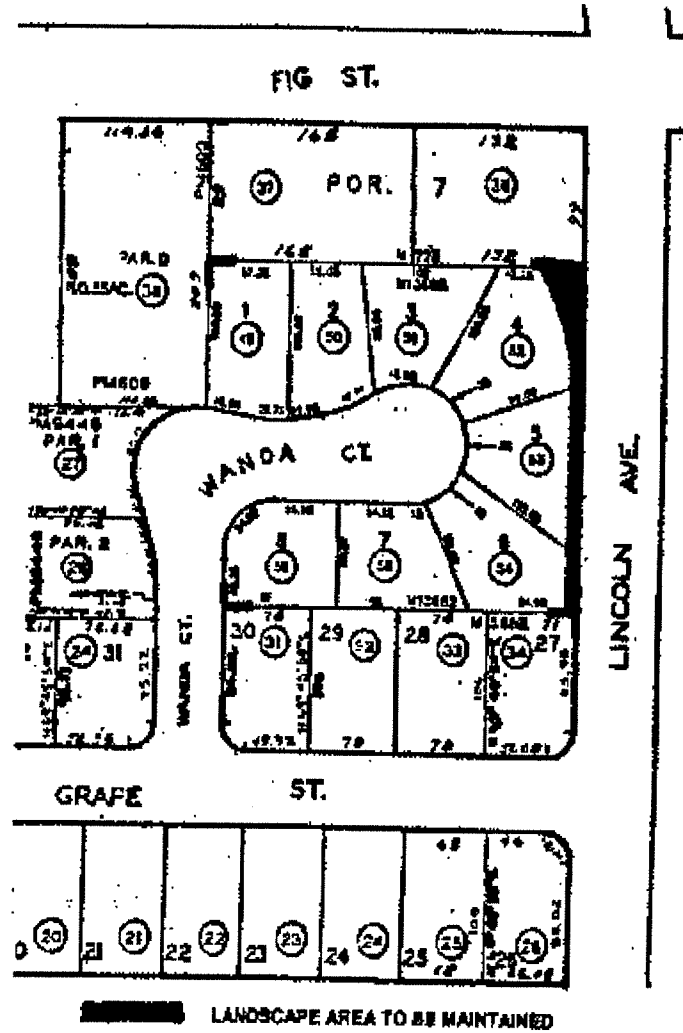
LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 12
Reidy Creek Environmental Channel

LMD Zone 12 – Reidy Creek Environmental Channel

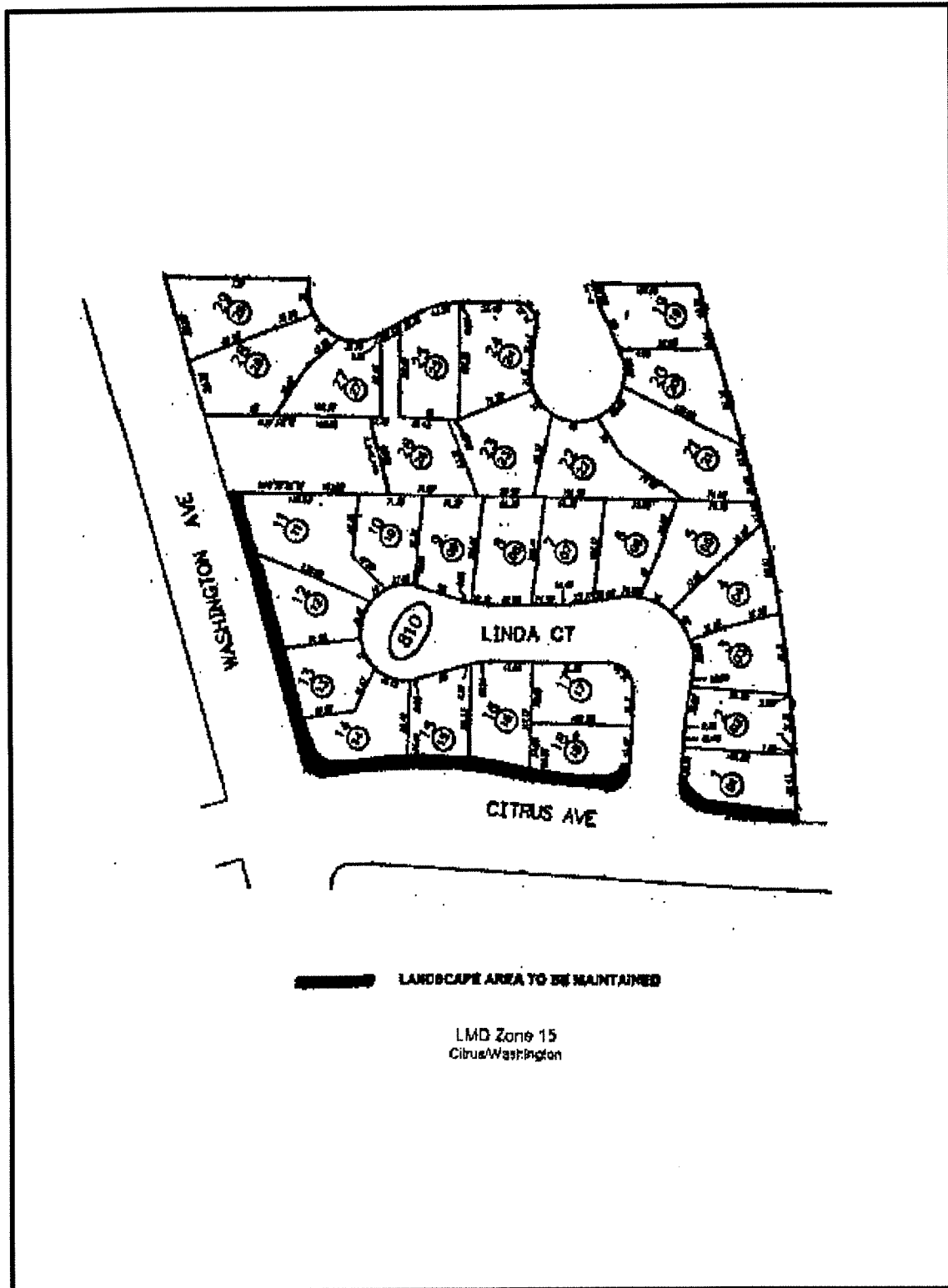


LMD Zone 13 – CCP Median at Felicita

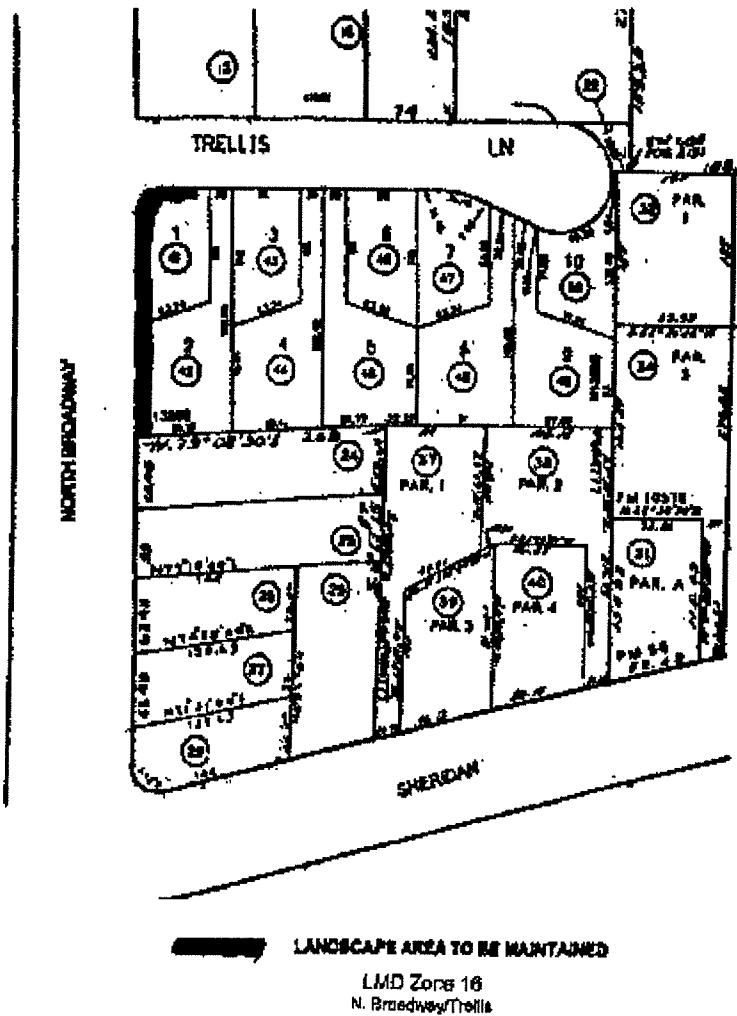


LMD Zone 14
Lincoln

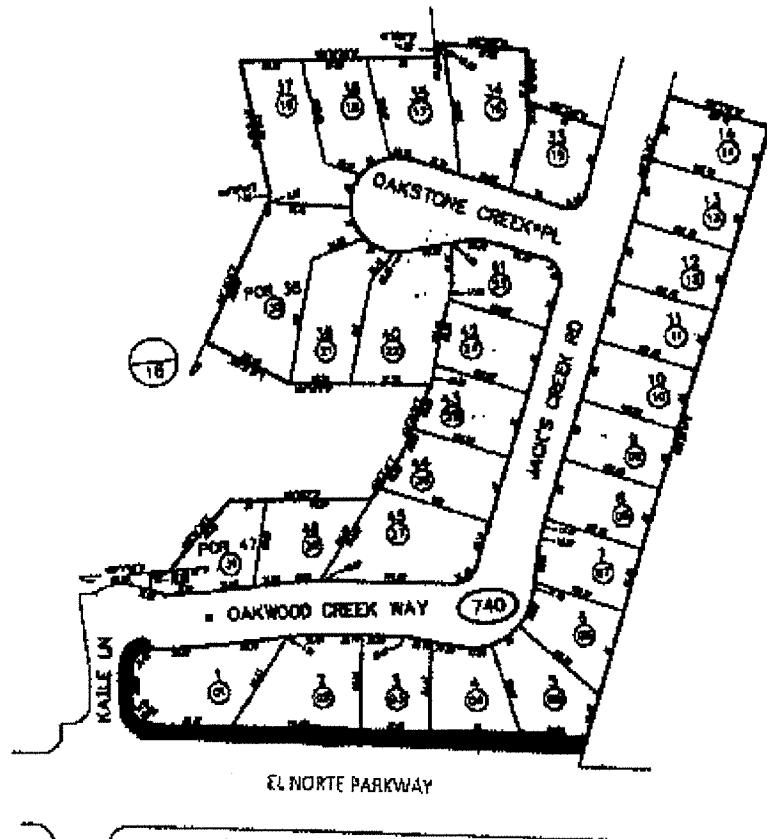
LMD Zone 14 - Lincoln



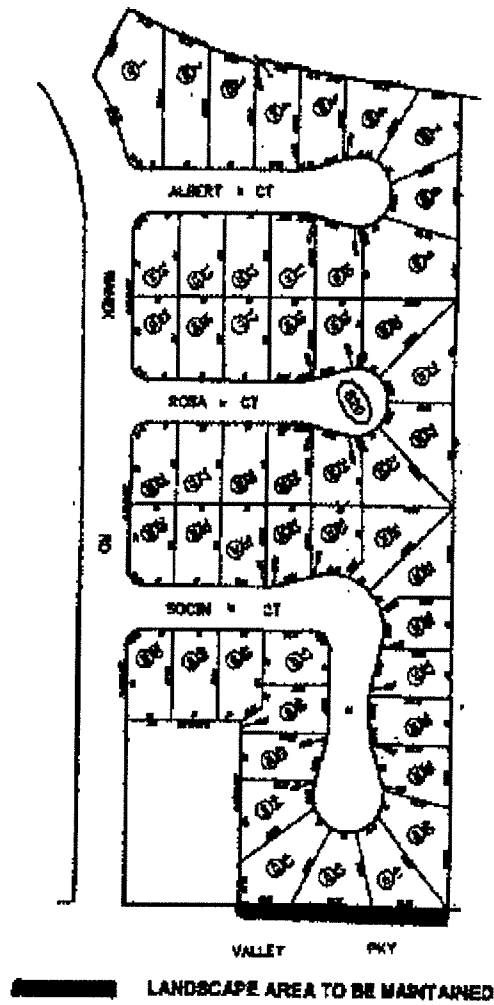
LMD Zone 15 – Citrus/Washington



LMD Zone 16 – N. Broadway/Trellis

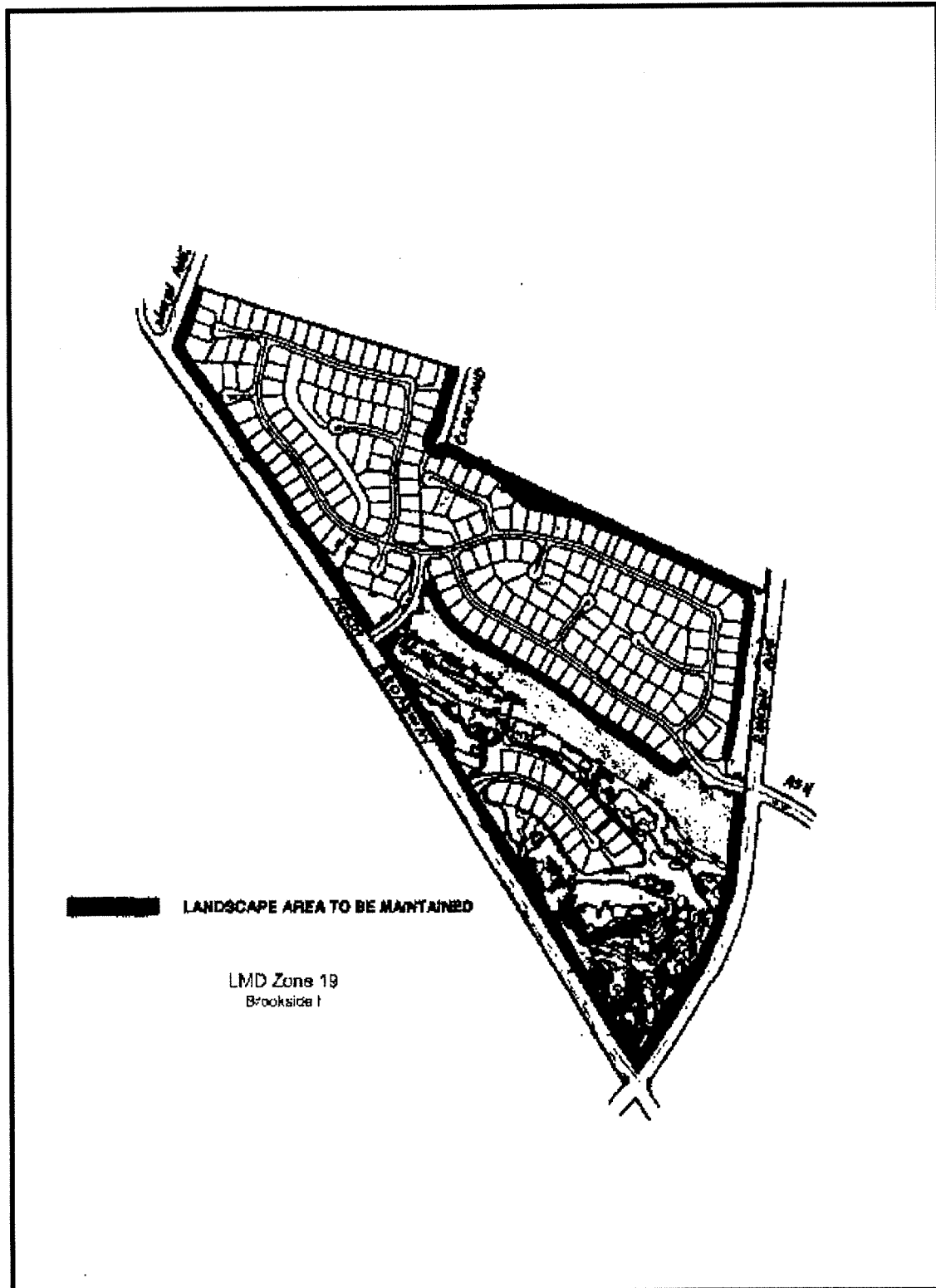


LMD Zone 17 – El Norte/Creekside

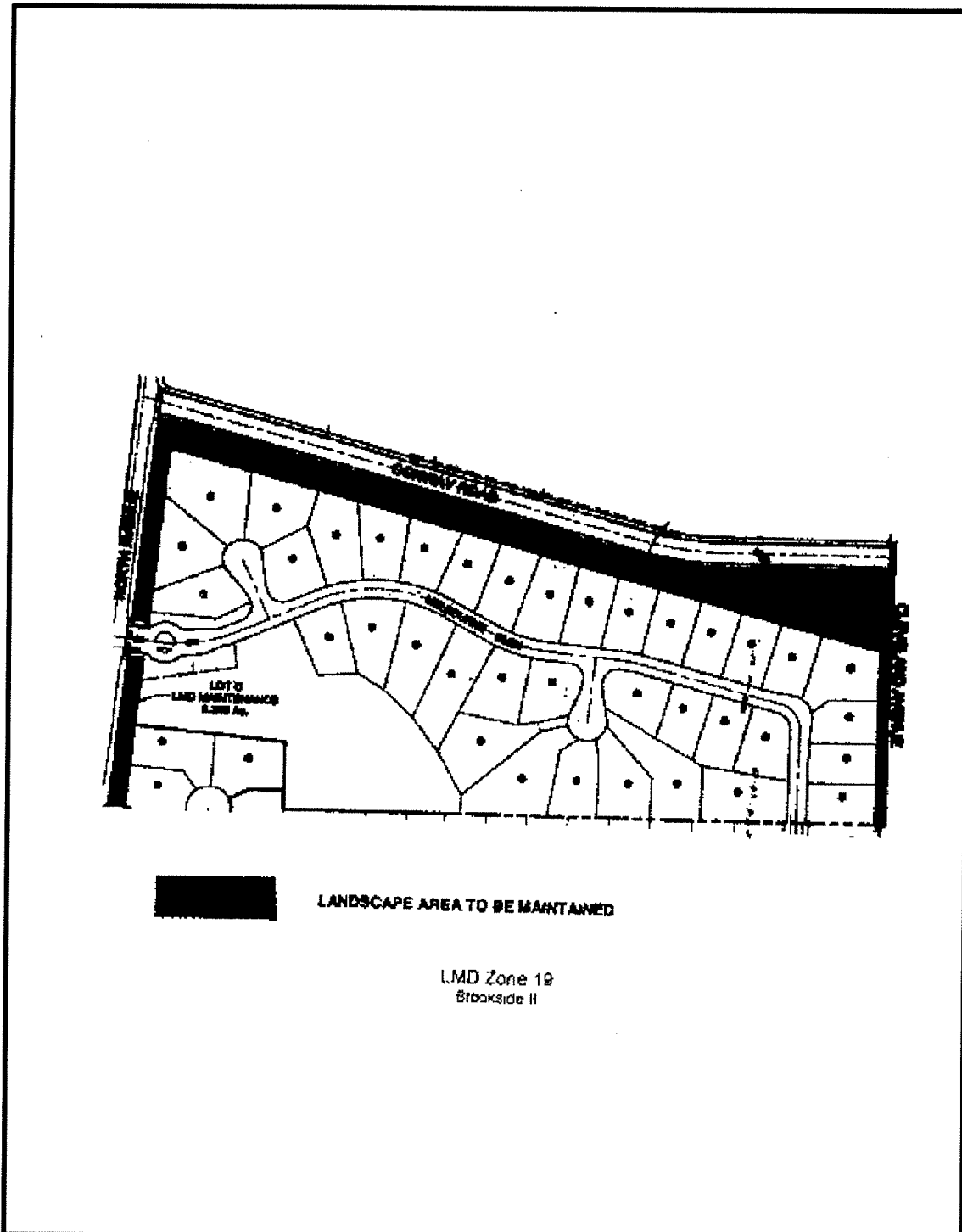


LMD Zone 18
East Valley Parkway/Wanek

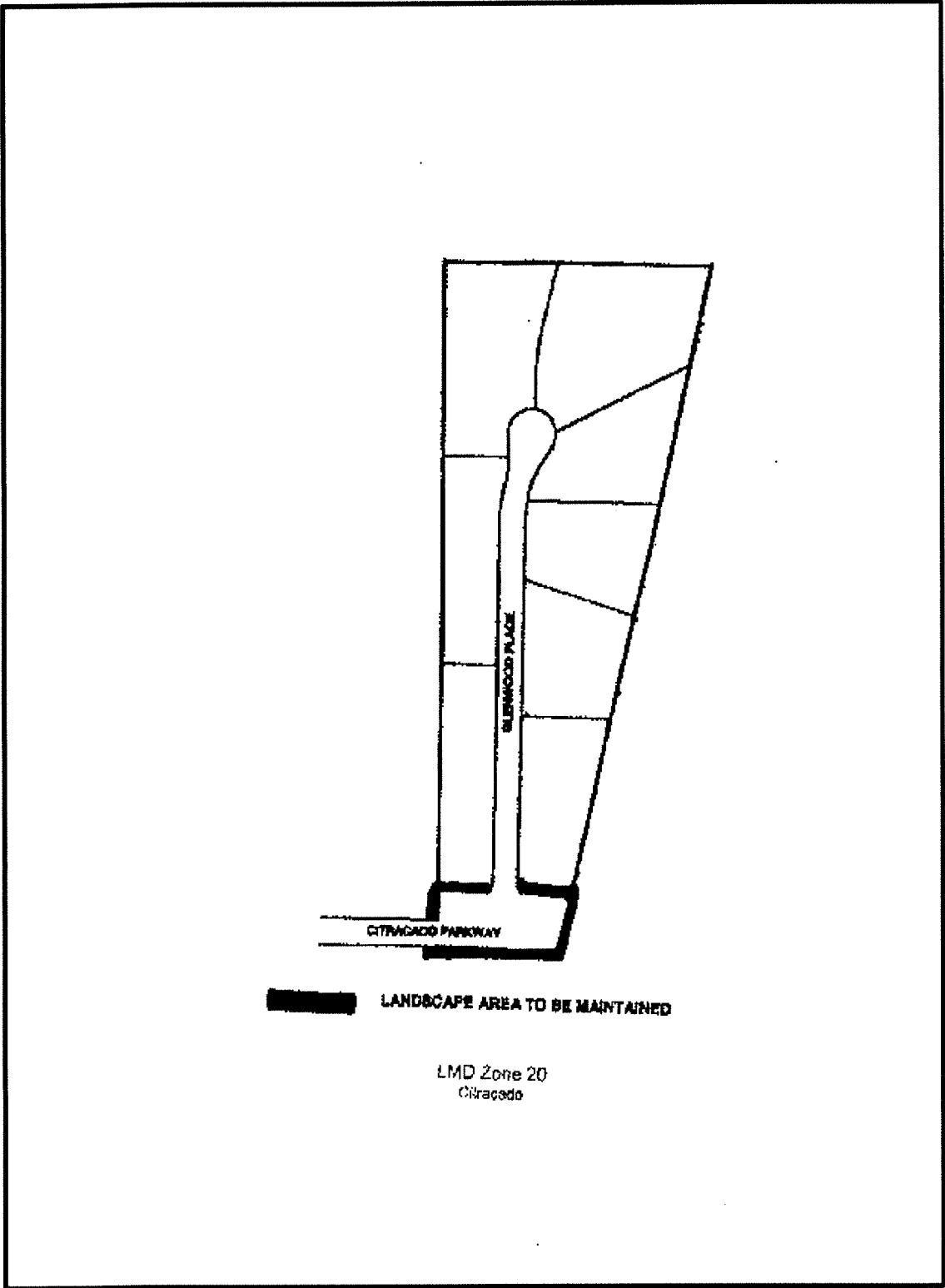
LMD Zone 18 – East Valley/Wanek



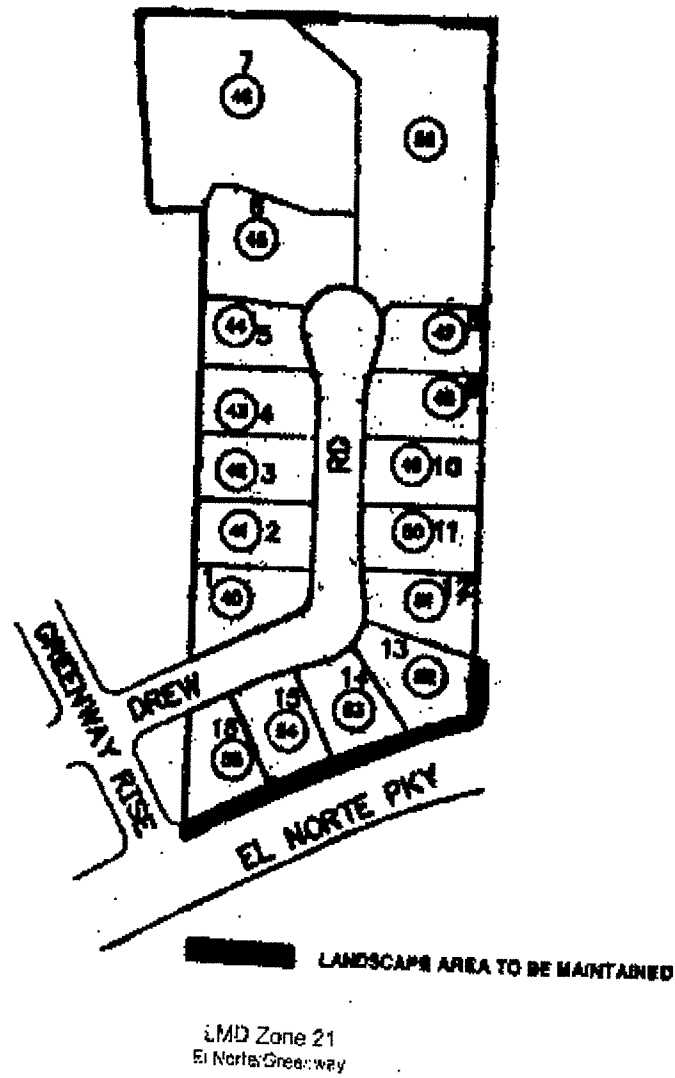
LMD Zone 19 – Brookside I



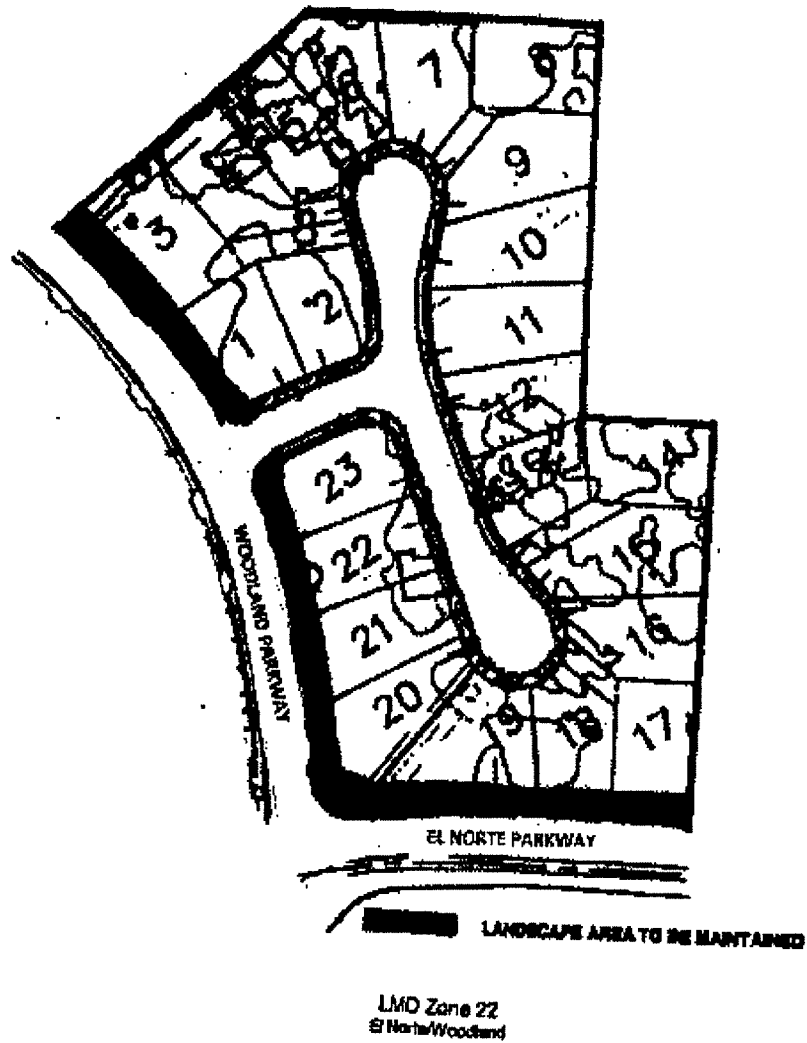
LMD Zone 19 – Brookside II



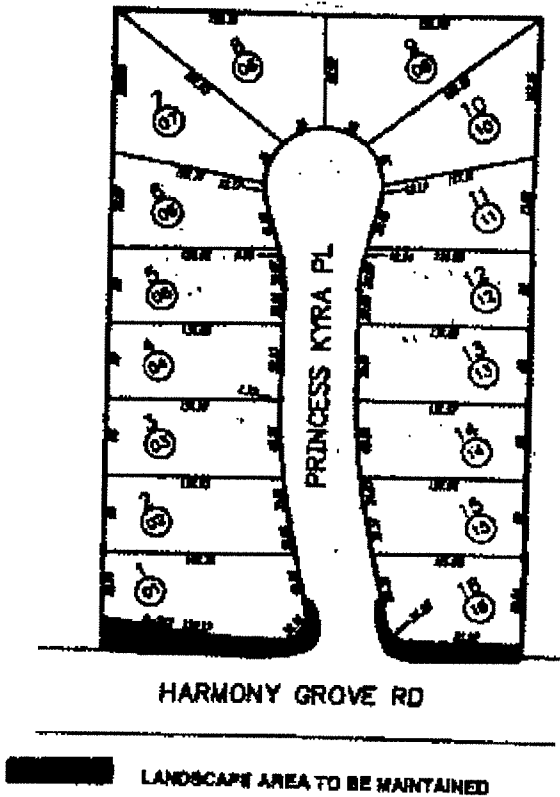
LMD Zone 20 - Citracado



LMD Zone 21 – El Norte/Greenway

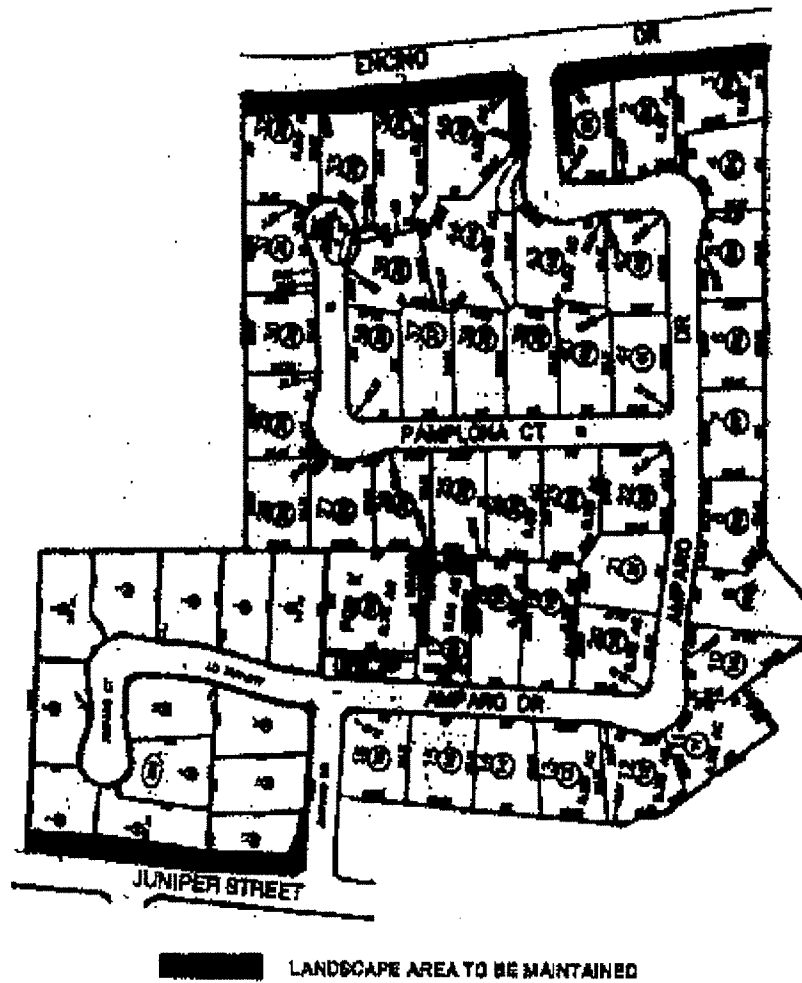


LMD Zone 22 – El Norte/Woodland



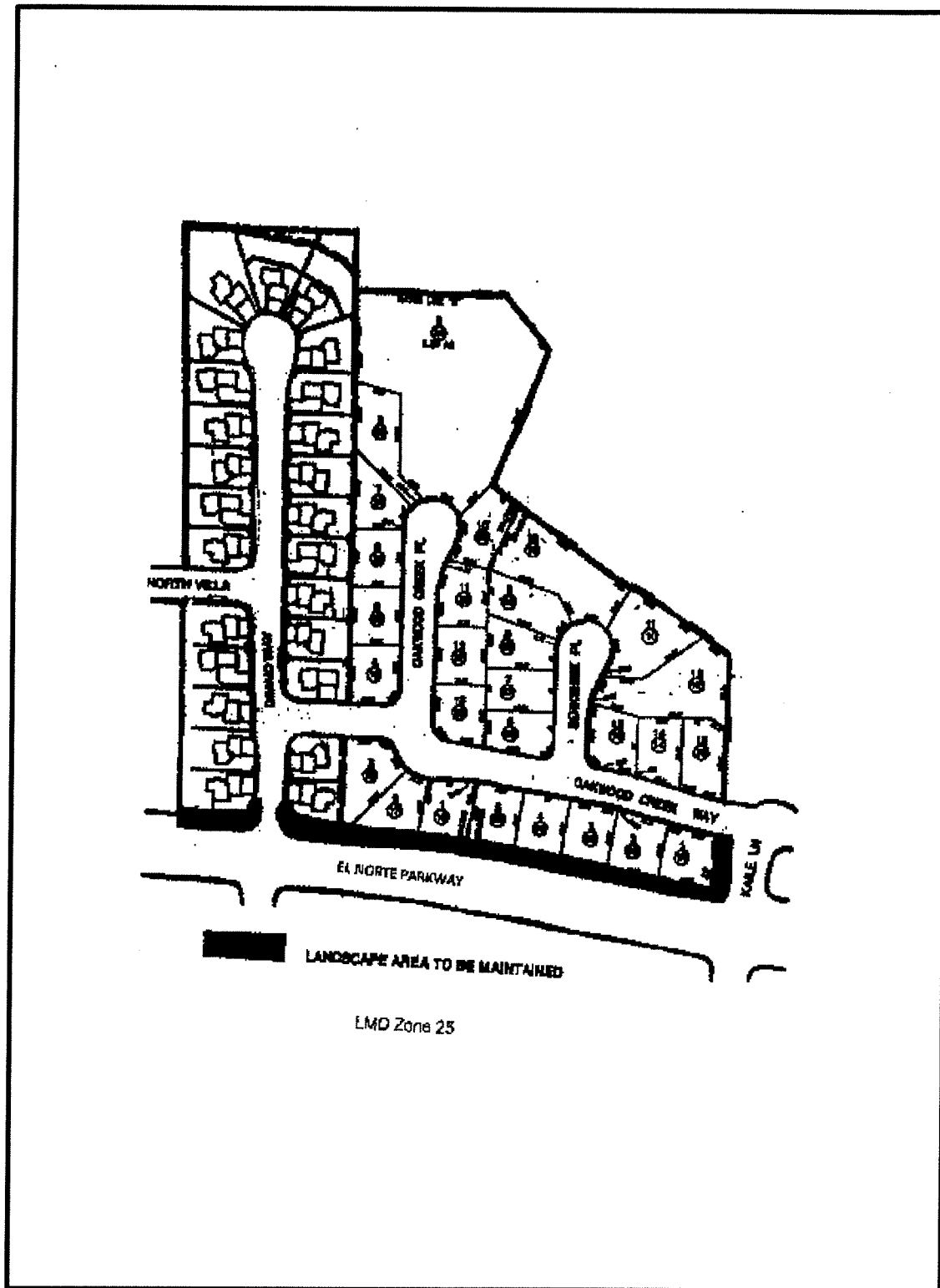
LMD Zone 23
Harmony Grove

LMD Zone 23 – Harmony Grove

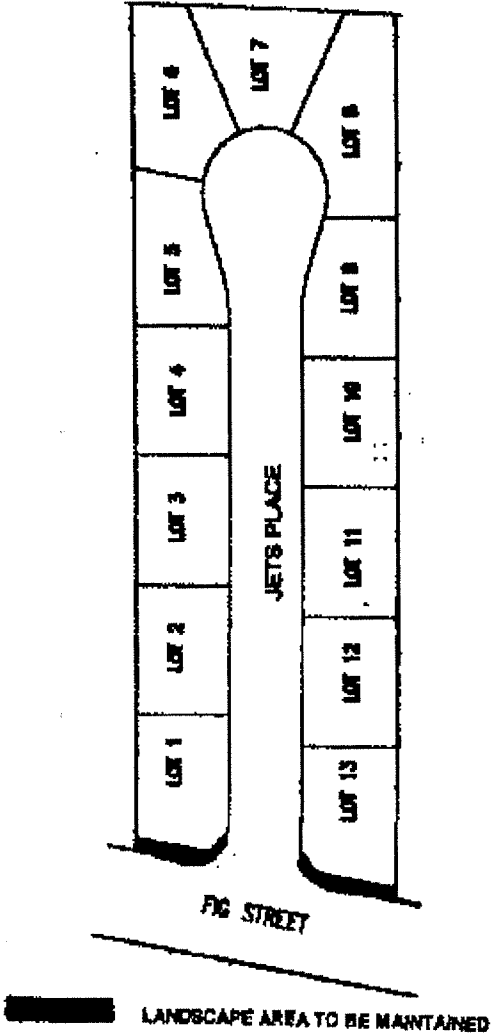


LMD Zone 24
Encino/Juniper

LMD Zone 24 – Encino/Juniper

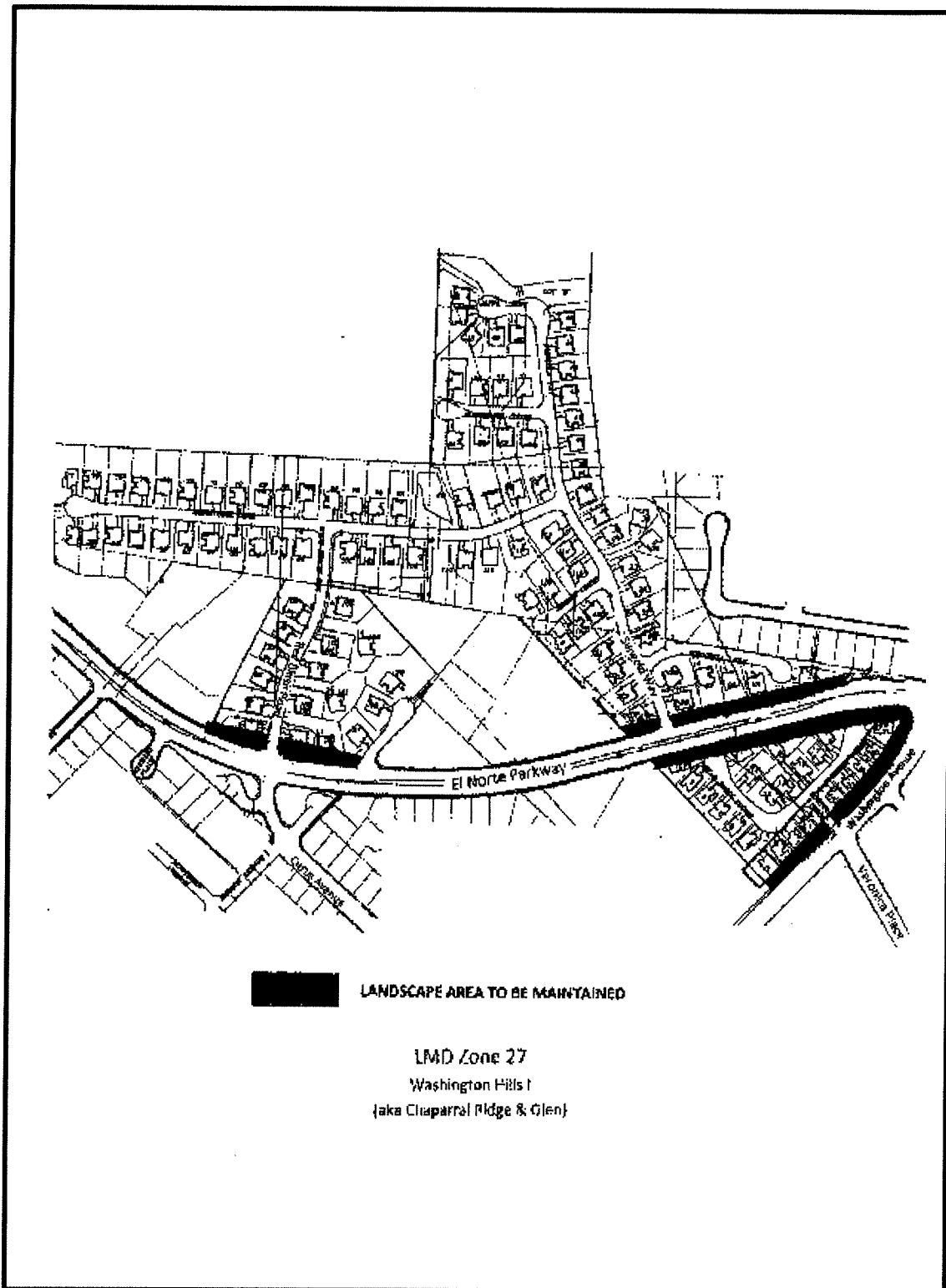


LMD Zone 25 – (El Norte Parkway)

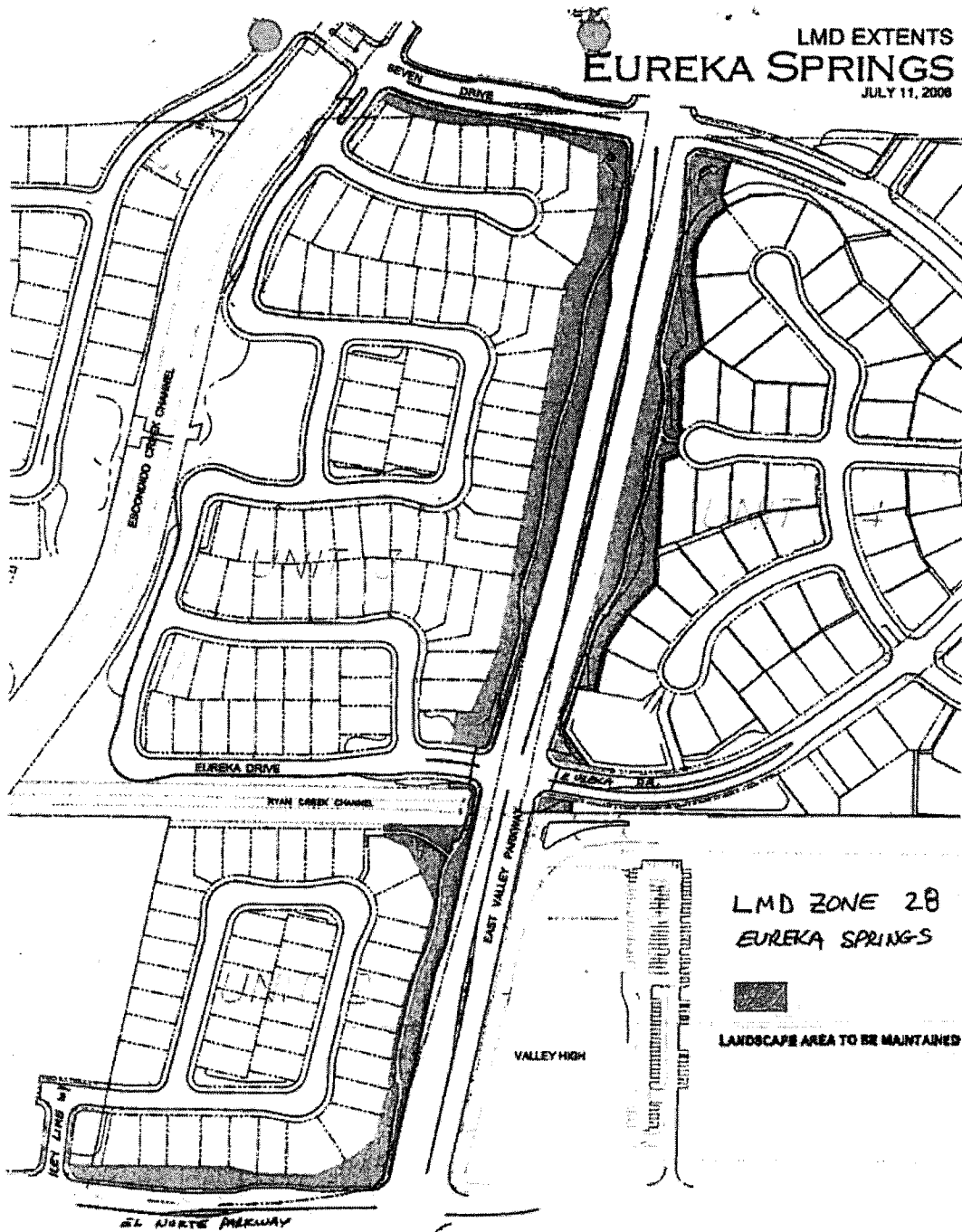


LMD Zone 26
Fig

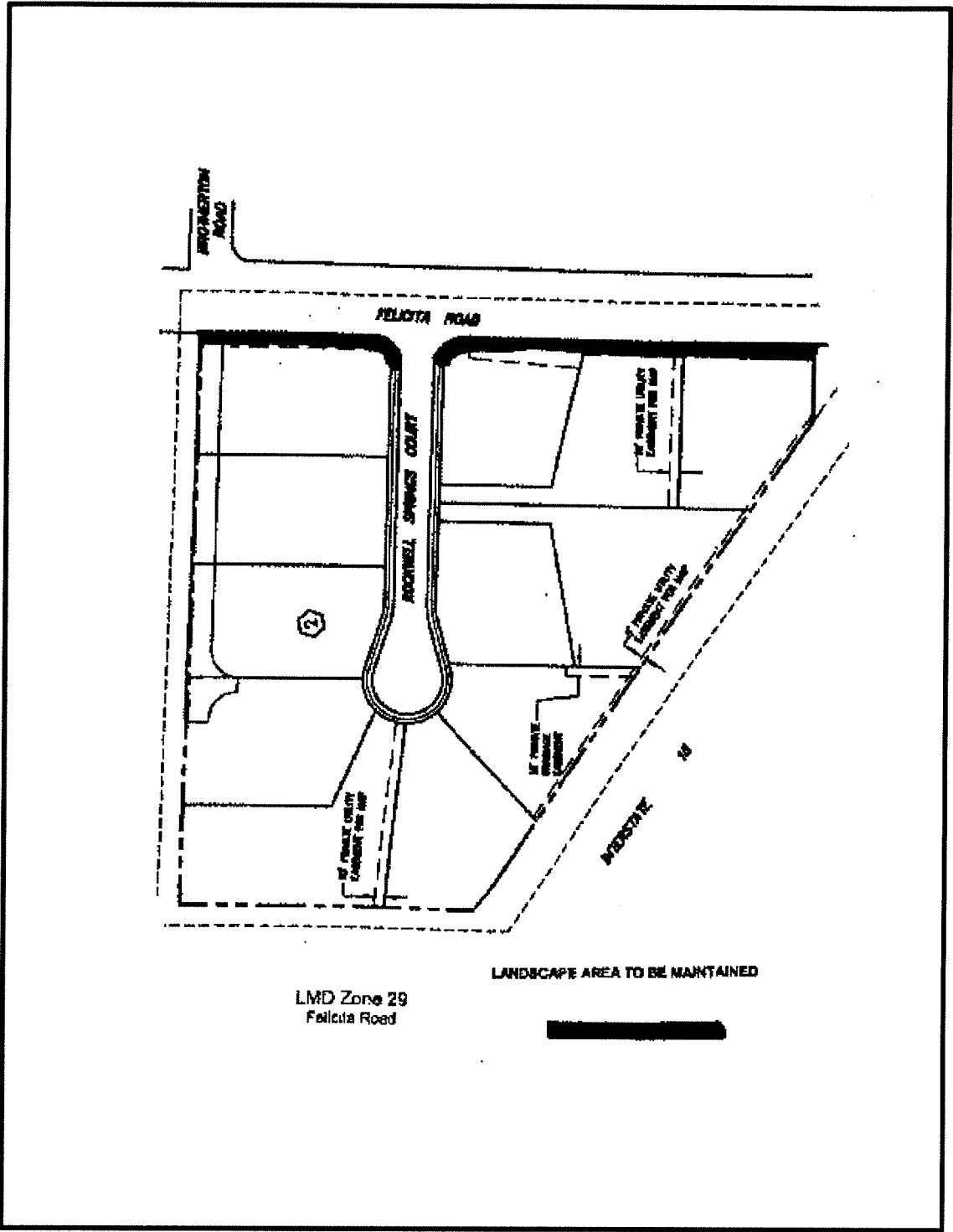
LMD Zone 26 – Fig/Jets Place



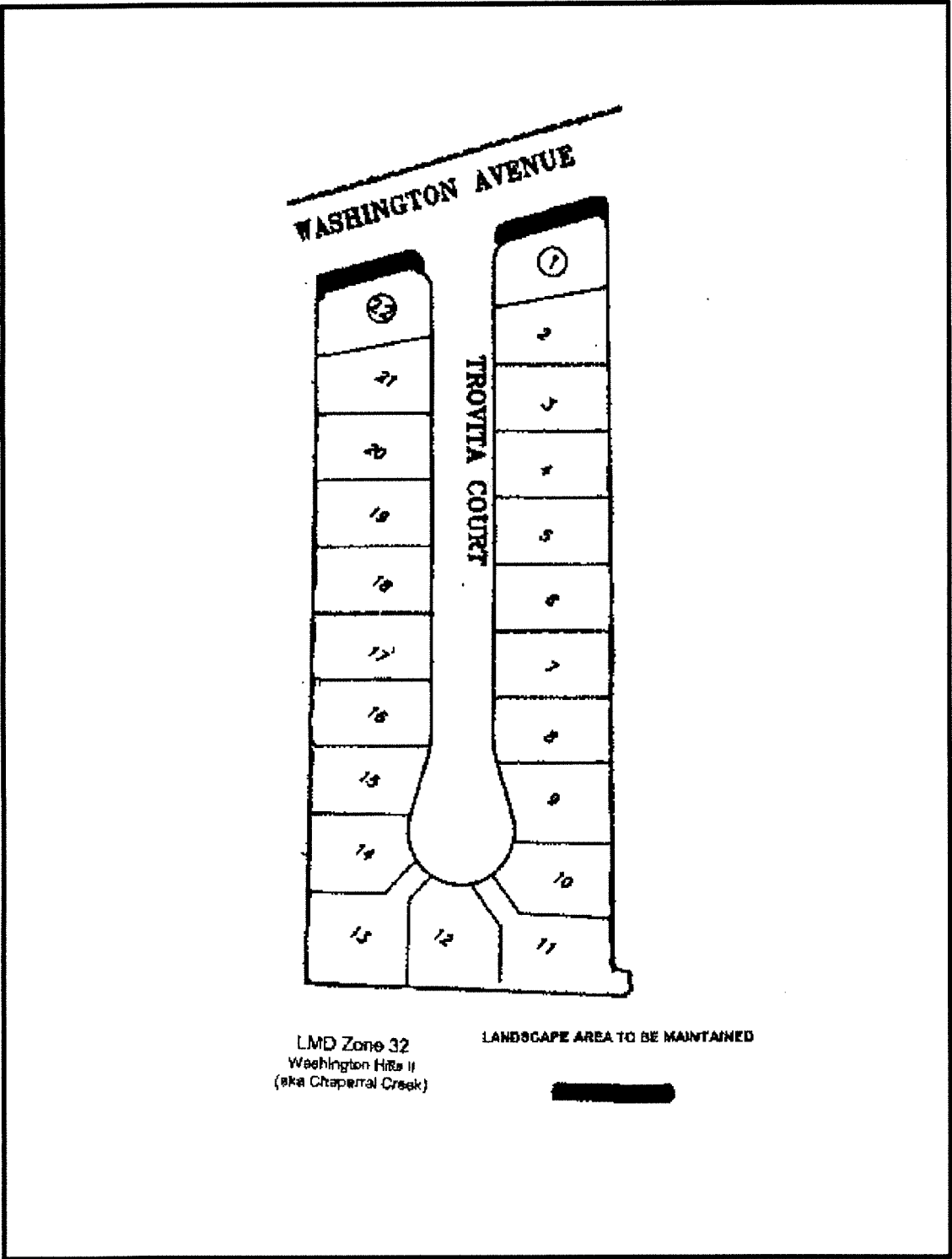
LMD Zone 27 – Washington Hills I



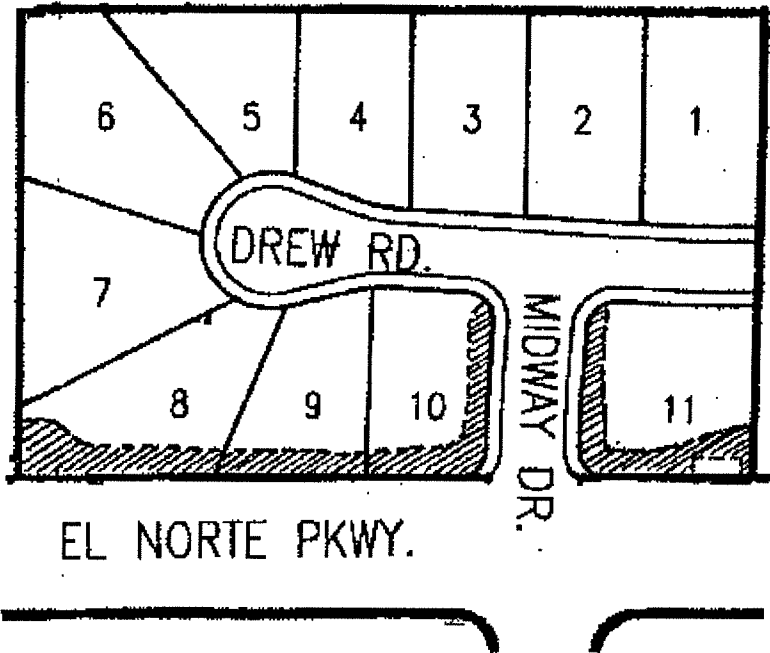
LMD Zone 28 – Eureka Springs



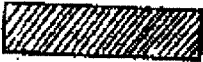
LMD Zone 29 – Felicita Road



LMD Zone 32 – Washington Hills II (aka Chaparral Creek)

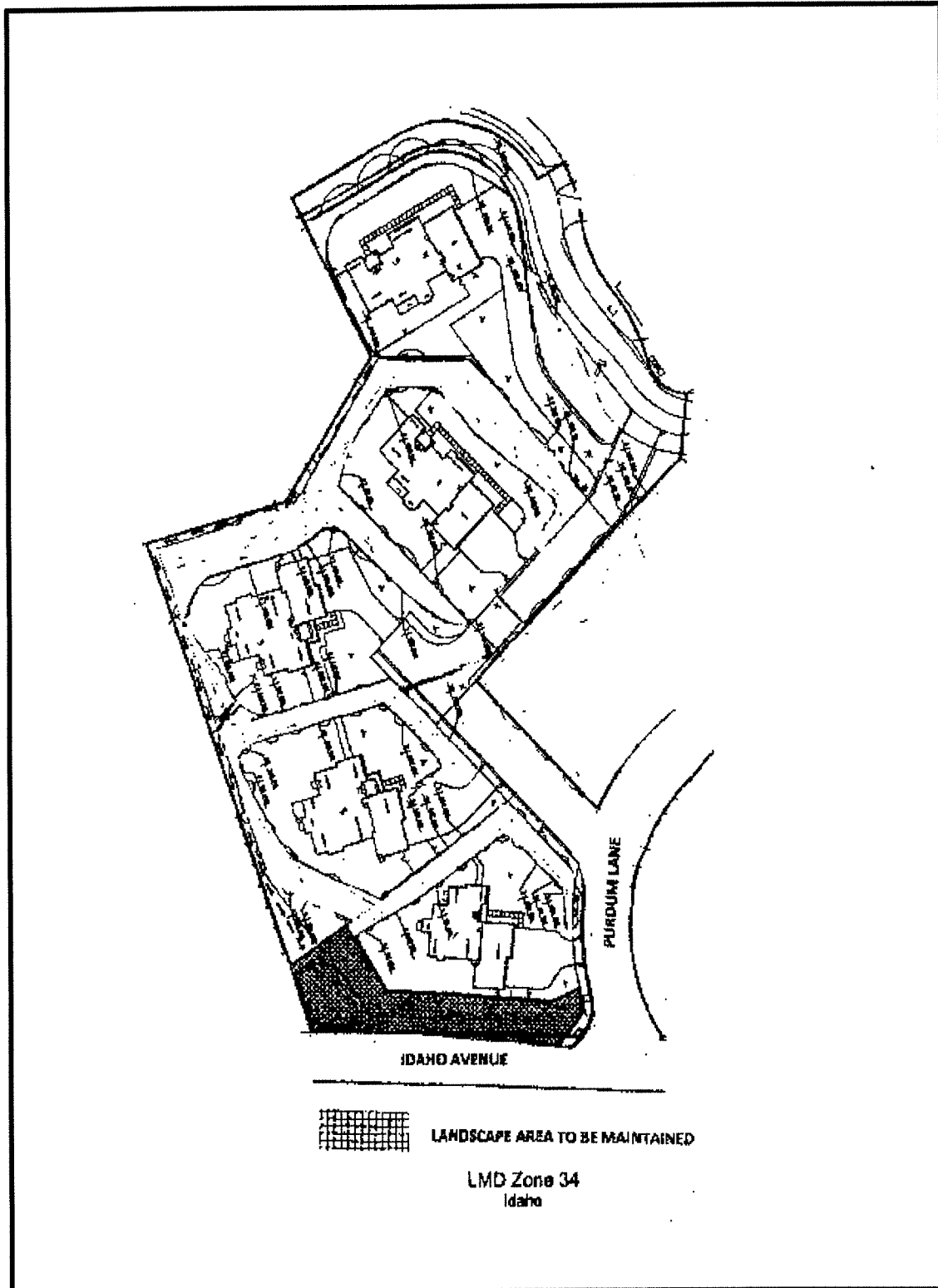


LANDSCAPE AREA TO BE MAINTAINED

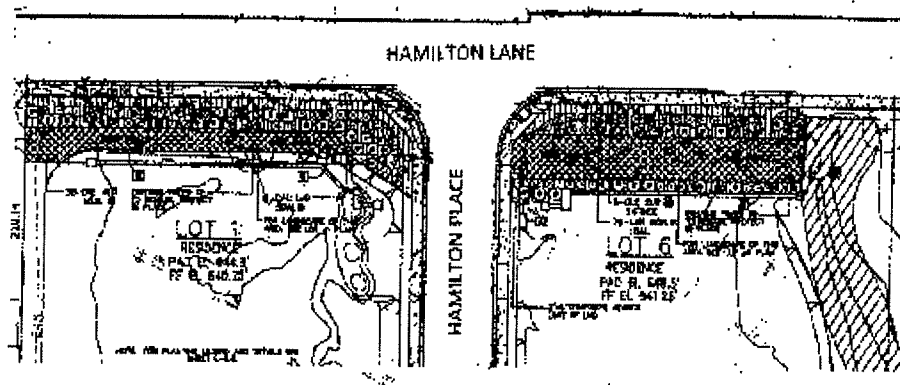


LMD Zone 33
El Norte/Midway

LMD Zone 33 – El Norte/Midway



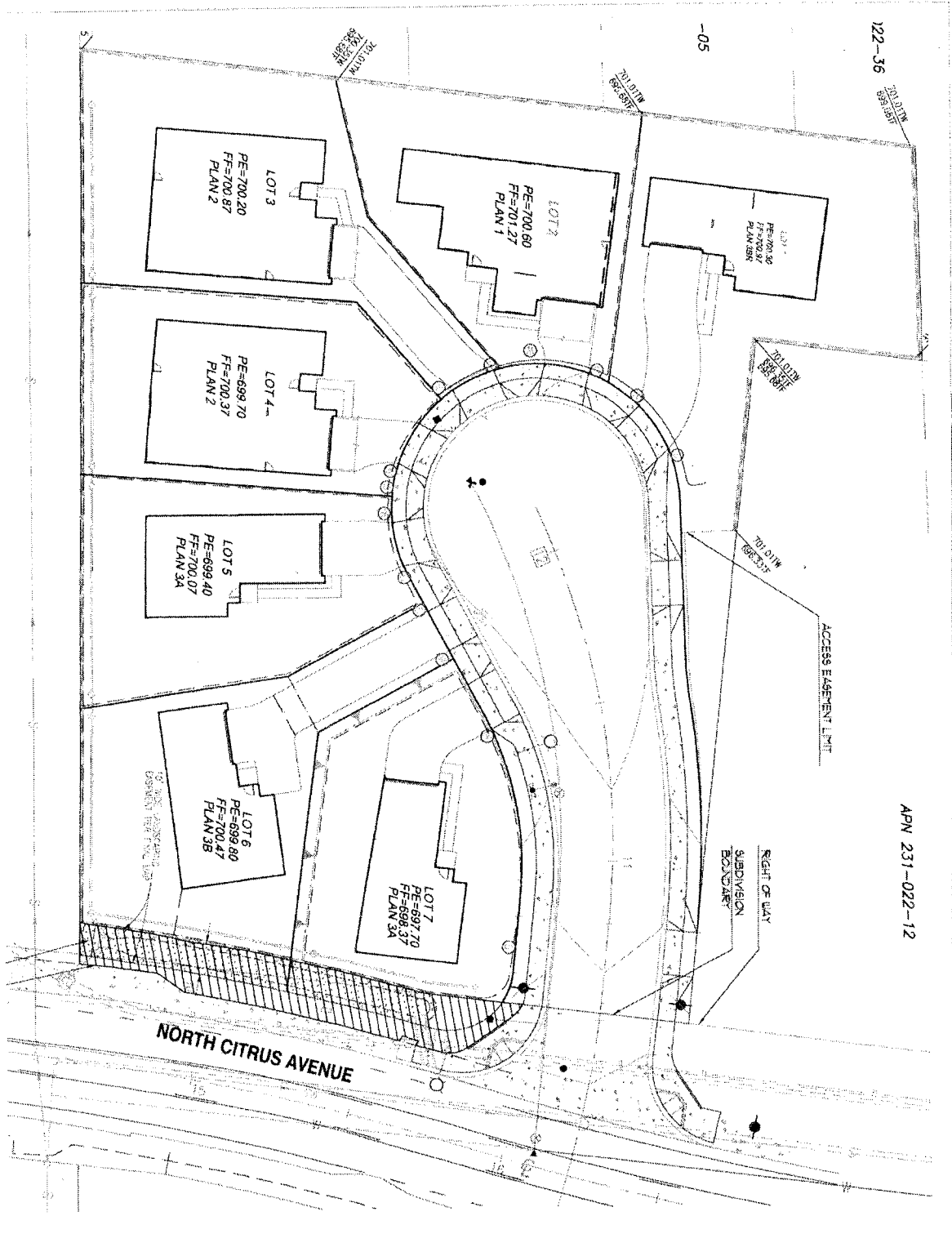
LMD Zone 34 - Idaho



LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 35
Hamilton Lane

LMD Zone 35 – Hamilton Lane



LMD Zone 38 – Campbell Place