

Contract for "Landscape Maintenance "

1. Introduction. This Contract for "Landscape Maintenance" ("**Contract**") is made and entered into on _____, 2026 between the United Cerebral Palsy Association of San Joaquin, Amador, and Calaveras Counties, a California non-profit corporation ("**Contractor**") and the City of Lodi, a California municipal corporation ("**Customer**").
2. Background. The services for "Landscape Maintenance" outlined in this Contract will be conducted by persons with disabilities affiliated with the Contractor's Supported Employment program. This program is considered cost-effective for the State of California because it transitions adults with special needs into gainful employment opportunities that they would otherwise not be able to obtain under normal circumstances. Because of the unique working relationship associated with this Contract, the City of Lodi's specific needs for "Landscape Maintenance" will be met as well as the needs of the disabled worker.
3. Term: The term of this Contract will be for one (1) year, beginning July 1, 2026. The Contract will be automatically renewed for succeeding terms of one (1) year each, unless at least thirty (30) calendar days before expiration of any term, either party gives written notice to the other of its intention not to renew this Contract.
4. Early Termination. This Contract may be terminated by either party at any time, at will, with or without cause, for any or no reason, by giving written notice to the other party at least thirty (30) calendar days before the termination is to be effective.
5. Description of the Landscape Maintenance Services. In exchange for the consideration set forth in this Contract and the cost projection, attached as Exhibit A and incorporated by this reference, Contractor agrees to perform the following landscape maintenance services ("Services"):
 - a. Edge grass around utility boxes, sprinkler heads, etc.
 - b. Use one or more commercial yard blowers to remove grass clippings, leaves, and other small landscape debris from walkways.
 - c. Weed flowerbeds.
 - d. Clip hedges and bushes.

The Services shall be performed on a rotating basis to the Hutchins Street Square area during the hours of 7:00 a.m. – 11:00 a.m., according to the calendar schedule attached as Exhibit B and incorporated by this reference.

6. Contractors' Duties.
 - a. Contractor will provide sufficient staff to make one (1) crew of up to four (4) crewmembers total, to perform the Services for Hutchins Street Square in the City of Lodi as outlined in this Contract. Contractor will assign one (1) supervisor/job coach to each crew to ensure quality and accuracy of all duties associated with the performance of Services. It shall be the responsibility of the supervisor/job coach to keep accurate account of each service performed and to monitor the quality standards set forth by the Customer. With prior approval, the Contractor may make modifications to the work station/area to accommodate crewmembers at no cost to the Customer.

- b. Contractor will train, supervise, schedule and oversee all crewmembers at no cost to the Customer. Contractor agrees to provide the trainer(s)/supervisor(s) to the Customer at no additional charge to the Customer. The trainer(s)/supervisor(s) will remain on-site, in the immediate work area while crewmembers are present. The Contractor has the sole responsibility of all workers' compensation and wages paid to each crewmember and staff assigned to the work site.
- c. The Contractor and not the Customer, will pay all crewmember wages; all personnel costs and liabilities (e.g., workers' compensation, unemployment insurance, state and federal taxes as well as any reimbursement costs), associated with the Services rendered pursuant to this Contract.
- d. On a monthly basis, Contractor will submit to Customer in writing tracking documents and an invoice for all Services performed for that invoice period.
- e. Contractor will use reasonable care in the use of all equipment and supplies provided by Customer pursuant to the terms of this Contract. If Contractor damages any property due to negligence, or causes harm to persons through negligence, Contractor will be solely responsible for all liabilities resulting therefrom including, but not limited to, repairing or replacing Customer's damaged or destroyed property.
- f. Contractor will comply with any and all applicable health and safety regulations including those established by OSHA, the State of California, and Customer, while performing the Services outlined in this Contract.
- g. Contractor shall obtain and maintain during the term of this Contract insurance coverage as set forth in Exhibit "C" attached hereto and incorporated by this reference.
- h. Contractor to the fullest extent permitted by law, shall indemnify and hold harmless Customer, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the Services to be performed under this Contract, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of Contractor, any subcontractor employed directly by Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except to the extent those injuries or damages arise out of the negligence or willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. Customer may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If Customer chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, Contractor shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Contract are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

7. Customer's Duties:

- a. Customer will pay Contractor by the fifteenth (15th) working day of each month, after Contractor's submission of an invoice for Services at a rate of \$120.50 for each hour performed for the Services described in this Contract, pursuant to the

Landscape Maintenance Cost Projection attached as Exhibit A, for a total not-to-exceed Contract amount of \$26,028.00.

- b. Customer will provide all Contractor crewmembers with supplies and equipment sufficient to perform the Services outlined in this Contract.
- c. Customer will assist the Contractor crewmembers in locating and centralizing tools and equipment specific to the Contract on an as needed basis.
- d. To the greatest extent permitted by law, Customer will maintain the confidentiality of all personal and medical records and transactions specific to the Contractor's employees.
- e. Customer will indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any persons, firm or corporation that may be injured or damaged by the Contractor in the performance of this contract. This indemnity shall not apply to on the job injuries caused by the Contractor's workers' compensation injuries incurred by the Contractor's crewmembers.

8. Miscellaneous Provisions.

- a. All notices, consents, requests, demands, and other communications required or permitted under this Contract shall be in writing and shall conclusively be deemed effective: (1) on personal delivery, (2) on confirmed delivery by courier service, (3) on the first business day after transmission if sent by confirmed facsimile transmission or email, or (4) three (3) calendar days after deposit in the United States mail, by first class mail, postage prepaid, addressed to the party to be notified as set forth below:

City of Lodi
Attn: Alice Bernardino
P.O. Box 3006
Lodi, CA 95241

United Cerebral Palsy
Attn: Lynn Hogue
333 W. Benjamin Holt Dr
Stockton, CA 95207

- b. Contractor acknowledges and agrees that it, and its employees, in the performance of this Contract, are acting in an independent capacity and not as officers or employees of the State of California or the City of Lodi.
- c. This Contract may be supplemented, amended, or modified only by a writing signed by both parties.
- d. Unless the context clearly requires otherwise, (a) usage of plural and singular forms of words are each deemed to include the other; (b) the masculine, feminine, and neuter genders are each deemed to include the others; (c) the words "shall," "will," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; and (e) "includes" and "including" are not limiting.
- e. This Contract constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Contract and supersedes all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying on, any representation or warranty except those expressly set forth in this Contract.
- f. If a court or an arbitrator of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining provisions of this Contract shall not be affected.

UNITED CEREBRAL PALSY ASSOCIATION OF
SAN JOAQUIN, CALAVERAS, AMADOR COUNTIES,
a California non-profit corporation

By: _____
Name: LYNN HOGUE
Title: CEO

Date

CITY OF LODI, a municipal corporation


AARON M. BUSCH
Interim City Manager

Date

ATTEST:

OLIVIA NASHED
City Clerk

APPROVED AS TO FORM:

JOHN M. LUEBBERKE
Interim City Attorney 

[Hutchin 26-27](#)

HUTCHIN STREET 2026-2027					
MONTH	YEAR	INVOICE #	Days of work	UNITS	AMOUNT
JULY	2026	HS1191	9	36	\$4,338.00
AUGUST	2026	HS1192	8	32	\$3,856.00
SEPTEMBER	2026	HS1193	9	36	\$4,338.00
OCTOBER	2026	HS1194	2	8	\$964.00
NOVEMBER	2026	-	-	0	\$0.00
DECEMBER	2026	-	-	0	\$0.00
JANUARY	2027	-	-	0	\$0.00
FEBRUARY	2027	-	-	0	\$0.00
MARCH	2027	HS1195	4	16	\$1,928.00
APRIL	2027	HS1196	5	20	\$2,410.00
MAY	2027	HS1197	8	32	\$3,856.00
JUNE	2027	HS1198	9	36	\$4,338.00
Rate: 120.5			YEARLY TOTAL		\$26,028.00

2026

Hutchin Street Lodi

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUL INDEPENDENCE DAY	
9	DAYS OF WORK
36	Total Units/Hours for the month
4	Hours per day

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
5	6	7	8	9		
11	12	13	14	15	16	17
	19	20	21	22	23	24
25	26	27	28	29	30	

OCT	
2	DAYS OF WORK
8	Total Units/Hours for the month
4	Hours per day

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUG	
8	DAYS OF WORK
32	Total Units/Hours for the month
4	Hours per day

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

NOV THANKSGIVING DAY	
0	DAYS OF WORK
0	Total Units/Hours for the month
4	Hours per day

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

SEP LABOR DAY	
9	DAYS OF WORK
36	Total Units/Hours for the month
4	Hours per day

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

DEC CHRISTMAS HOLIDAY	
0	DAYS OF WORK
0	Total Units/Hours for the month
4	Hours per day

2027

Hutchin Street Lodi

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JAN NEW YEARS DAY	
MARTIN LUTHER KING 19th	
0	DAYS OF WORK
0	Total Units/Hours for the month
4	Hours per day

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

APR	
5	DAYS OF WORK
20	Total Units/Hours for the month
4	Hours per day

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

FEB PRESIDENT DAY	
0	DAYS OF WORK
0	Total Units/Hours for the month
4	Hours per day

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

MAY MEMORIAL DAY	
0	DAYS OF WORK
32	Total Units/Hours for the month
4	Hours per day

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
	15	16	17	18	19	20
	22	23	24	25	26	27
	29	30	31			

MAR	
4	DAYS OF WORK
16	Total Units/Hours for the month
4	Hours per day

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	
	7	8	9	10	11	
	14	15	16	17	18	
	21	22	23	24	25	
	28	29	30			

JUN	
9	DAYS OF WORK
36	Total Units/Hours for the month
4	Hours per day



NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically

Insurance Requirements for Most Contracts
(Not construction or requiring professional liability)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Other Insurance Provisions:

- (a) **Additional Named Insured Status**
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used
- (b) **Primary and Non-Contributory Insurance Endorsement**
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad** as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (c) **Waiver of Subrogation** Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

- (d) **Severability of Interest Clause**
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.
- (e) **Notice of Cancellation or Change in Coverage Endorsement**
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

- (f) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
- (g) Failure to Comply
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (h) Verification of Coverage
Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**
- (i) Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (j) Insurance Limits
The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.
- (k) Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors
- (l) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.