

RESOLUTION NO. 47/2018

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CORTE MADERA  
WAIVING THE COMPETITIVE PROCESS AND AUTHORIZING THE TOWN  
MANAGER TO EXECUTE AN AGREEMENT WITH FORSTER AND KROEGER  
LANDSCAPE MAINTENANCE, INC. FOR LANDSCAPING AND MAINTENANCE  
SERVICES.

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WHEREAS, the Town of Corte Madera wishes to enter into a landscape and maintenance agreement; and

WHEREAS, the Town of Corte Madera plans to perform a survey of future needs and thereafter perform a competitive process to obtain required services related to landscape and maintenance; and

WHEREAS, the Council has determined that it is in the best interest of the Town of Corte Madera to waive the competitive process for such services for a period not to exceed one year; and

WHEREAS, Forster and Kroeger Landscape Maintenance, Inc. is currently performing such services and has agreed to continue to perform such services for a period of one year for a not to exceed amount of \$450,000;

NOW, THEREFORE BE IT RESOLVED, that the Town Council of the Town of Corte Madera approves the waiver of competitive process; and

BE IT FURTHER RESOLVED that the Town Council of the Town of Corte Madera approves the "Agreement" attached as Exhibit A with Forster and Kroeger Maintenance, Inc. for a period of one year for an amount not to exceed \$450,000 and the Town Manager is hereby authorized to execute such agreement.

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The foregoing Resolution No. 47/2018 was introduced and adopted at a regular meeting of the Town Council of the Town Of Corte Madera held on August 7, 2018, by the following vote, to wit:

AYES, and in favor thereof, Councilmembers: Andrews, Bailey, Beckman, Kunhardt, Ravasio  
NOES, Councilmembers: - None -  
ABSENT, Councilmembers: - None -

ATTEST:

  
\_\_\_\_\_  
Rebecca Vaughn, Town Clerk

Approved:

  
\_\_\_\_\_  
Bob Ravasio, Mayor

## AGREEMENT FOR CONTRACTOR LANDSCAPING AND MAINTENANCE SERVICES

THIS AGREEMENT, made and entered into this 7 day of August, 2018 by and between the TOWN OF CORTE MADERA, hereinafter referred to as TOWN, and Forster & Kroeger Landscape Maintenance, Inc. hereinafter referred to as CONTRACTOR whose address is 77 Larkspur Street, San Rafael, CA 94901.

TOWN and CONTRACTOR hereby agree as follows:

### SPECIFIC PROVISIONS

#### 1. DESCRIPTION OF PROJECT

- a) The Agreement covers landscape maintenance for all public medians, parks, vegetation/fuel management, flood control maintenance, turf management, hanging baskets, preparation for events, such as, the Fourth of July and Octoberfest, catch basin cleaning, and other supplemental maintenance services as needed

#### 2. SCOPE OF SERVICES BY CONTRACTOR

The services provided by the CONTRACTOR shall be as indicated in the attached Exhibit "A":  
Proposal - Exhibit A

#### 3. SCOPE OF SERVICES TO BE PROVIDED BY TOWN

- a) As provided by this Agreement.

#### 4. PAYMENT

- a) Compensation

TOWN agrees to pay CONTRACTOR at the rates set forth in for the tasks specified in Exhibit A. The total cost for services provided by CONTRACTOR shall be inclusive of all costs and shall not exceed \$450,000 as follows:

1. Vegetation management and brush removal -	\$250,000
2. Landscaping, medians and supplemental services -	\$115,000
3. Storm Drain cleaning and maintenance -	\$50,000
4. Special projects (i.e. 4 <sup>th</sup> of July and Octoberfest) -	<u>\$35,000</u>
TOTAL:	\$450,000

All payments by TOWN shall not exceed the proportion of the phase or task completed

- b) Time of Payment

Provided CONTRACTOR is not otherwise in default under this Agreement, CONTRACTOR shall be compensated monthly in arrears based upon the percent of task completed during the previous month for which an itemized invoice shall be submitted. TOWN agrees to pay CONTRACTOR within thirty (30) days of receipt of monthly invoices.

#### 5. TIME OF COMPLETION

- a) The CONTRACTOR shall commence work upon receipt of written direction to proceed

from the TOWN. The term of this Agreement shall be one year. TOWN may extend this agreement for one additional year in its sole discretion.

6. CONTRACTOR and the TOWN agree the schedule in Exhibit A above represents their best estimates with respect to completion dates and both CONTRACTOR and TOWN acknowledge that departures from the schedule may occur. Therefore, both CONTRACTOR and TOWN will use reasonable efforts to notify one another of changes to the schedule.
7. CONTRACTOR shall not be responsible for performance delays caused by others, or delays beyond CONTRACTOR's control, and such delays shall extend the times for performance of the work by CONTRACTOR.

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#### GENERAL PROVISIONS

1. The status of CONTRACTOR is that of independent contractor operating having control of his work and the manner in which it is performed. CONTRACTOR is not considered to be an officer, an employee, or an agent of TOWN.
2. The CONTRACTOR agrees that he/she/it has not employed or retained any company or person, other than a bona fide employee(s), eligible for employment in the U.S., working solely for the CONTRACTOR, to solicit or secure this Agreement, and that he/she/it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other considerations, contingent upon or resulting from the award or making of this Agreement.

For breach or violation of this warranty, the TOWN shall have the right to annul and cancel this Agreement without liability of any sort and/or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. It is the sole responsibility of the CONTRACTOR to ensure that these provisions are met and employees are certified and eligible for work.

3. All reports, drawings, calculations, plans, specifications, and other documents prepared or obtained pursuant to the terms of this Agreement shall be endorsed by CONTRACTOR and delivered to and become the property of and/or all rights assigned to the TOWN. In addition, data prepared or obtained under this Contract shall be made available, upon request, to the TOWN. CONTRACTOR shall prepare check prints as needed. The foregoing notwithstanding, said documents, plans, etc., are site specific for the subject project and shall not be used for any other work without the consent of CONTRACTOR.
4. CONTRACTOR shall provide properly skilled professional and technical personnel to perform all services under this contract. The CONTRACTOR shall not engage the services of any person or persons now employed by the TOWN, except with the written permission of the TOWN. Except as otherwise herein provided, the CONTRACTOR shall not assign or sublet any portion of the services to be performed under this Agreement without the prior written consent of the TOWN. In the event that the TOWN, in writing, approves any assignment or subletting of this Agreement or the retention of subContractors by CONTRACTOR, the CONTRACTOR shall provide to the TOWN copies of each and every subContractor contract prior to the execution thereof by the CONTRACTOR and subContractor.

5. In the event CONTRACTOR will perform inspection services, TOWN or authorized representatives of the TOWN shall have the right to inspect the work of such services whenever such representatives may deem such inspection to be desirable or necessary. Inspections by the TOWN do not in any way relieve or minimize the responsibility of CONTRACTOR to conduct the inspections CONTRACTOR has expressly agreed to perform pursuant to this agreement. CONTRACTOR shall be solely liable for said inspections performed by CONTRACTOR. CONTRACTOR shall verify in writing to the TOWN as to the completeness and acceptability of each inspection of improvement or construction as it relates to the approved construction documents which CONTRACTOR agrees to inspect hereunder.

6. CONTRACTOR shall function as technical representative of TOWN, and all of his/her/its activities under this Agreement shall be performed to the normal Professional standard of care. CONTRACTOR and his subContractors shall keep and maintain complete documentation and accounting records,

including all records, employees' time sheets, and correspondence pertaining to the Project, and make such documents and records available for review and/or audit evaluation by representative of TOWN at all reasonable times during the contract period and for at least four (4) years from the date of final payment hereunder and upon request (copies of pertinent reports and correspondence shall be furnished for the files of TOWN.

7. CONTRACTOR shall comply with all Federal, State and Local laws, statutes, ordinances, rules and regulations consistent with the applicable professional standard of care, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including without limitation laws requiring licensing and non-discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases.

8. All changes and/or extra work shall be performed and paid for in accordance with the following:

a) Only the TOWN Engineer or TOWN Council may authorize extra and/or changed work. CONTRACTOR expressly recognizes that other TOWN personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of CONTRACTOR to secure the Council's or TOWN engineer's prior written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and CONTRACTOR thereafter shall be entitled to no compensation whatsoever for performance of such work.

b) If the CONTRACTOR is of the opinion that any work he has been directed to perform is beyond the scope of this Agreement and constitutes extra work, he shall promptly notify the TOWN of the fact. The TOWN shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the TOWN determines that such work does constitute extra work, it shall provide extra compensation to the CONTRACTOR on a fair and equitable basis.

c) In the event TOWN determines that such work does not constitute extra work, CONTRACTOR shall not be paid extra compensation above that provided herein and if such

determination is made by TOWN staff, said determination may be appealed to the TOWN Council as long as a written appeal is submitted to the TOWN Manager within five (5) days after the staff's determination is received by the CONTRACTOR. Said written appeal shall include a description of each and every ground upon which CONTRACTOR challenges the staff's determination.

9. TOWN has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR shall perform in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of CONTRACTOR'S work by TOWN shall not operate as a waiver or release. CONTRACTOR shall indemnify and hold harmless the TOWN from and against any and all claims or expenses to the extent caused or occasioned by CONTRACTOR'S negligent failure to so perform.
10. CONTRACTOR assumes all responsibility for damages of property or injury or death to persons to the extent caused by negligent performance, errors or omissions of CONTRACTOR, his agents or employees, or any equipment furnished under the Agreement or used by CONTRACTOR, his agents and employees. To the extent permitted by law the CONTRACTOR shall defend, indemnify, and save harmless the TOWN, its officers, agents, volunteers and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgements, or liabilities, in any manner arising out of, or attributable to, any negligent or willful acts or omission to act on the part of the CONTRACTOR or his agents or employees or independent contractors directly responsible to him, in the performance of this Agreement: except those claims, demands, damages, costs, expenses (including attorneys' fees) judgements or liabilities resulting solely from the negligence or willful misconduct of the TOWN. TOWN agrees to provide CONTRACTOR with reasonable notification of legal claims and/or lawsuits which TOWN may receive and which TOWN will request indemnification in under this paragraph.

This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for CONTRACTOR under Workers' compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitations of any insurance held by CONTRACTOR.

Irrespective of any language to the contrary in this Agreement, the parties agree that CONTRACTOR

has no duty to provide or to pay for an up-front defense of TOWN against unproven claims or allegations. CONTRACTOR agrees to indemnify and thus reimburse TOWN for those reasonable attorney's fees incurred for defense by the TOWN but only to the extent CONTRACTOR is determined to be negligently culpable by a court of competent jurisdiction, or pursuant to an arbitration award, or as agreed upon by CONTRACTOR and TOWN in a negotiated settlement.

11. Without limiting CONTRACTOR'S indemnification provided hereunder, CONTRACTOR shall take out and maintain at all times during the life of this contract, up to the date of acceptance of the work by the TOWN, the following policies of insurance with insurers with a Best rating of no less than A:XIII
  - a) Workers' Compensation insurance to cover its employees and the CONTRACTOR shall require all subContractors similarly to provide Workers' Compensation insurance as required

by the Labor Code of the State of California for all of the subContractor's employees. All Workers' Compensation policies shall be endorsed with the provision that it will not be canceled without first giving thirty (30) days prior notice to the TOWN except ten (10) days for non-payment of the premium.

CONTRACTOR'S Worker's Compensation insurance shall include the following or equivalent language: "All rights of subrogation are hereby waived against the TOWN, its officers and employees when acting within the scope of their appointment or employment."

- b) Commercial general liability insurance including personal injury and property damage insurance for all activities of the CONTRACTOR and its subContractors arising out of or in connection with this contract, written on a commercial general liability form including, but not limited to, Broad Form Property Damage, blanket contractual, completed operations, cross liability, X, C, U hazards, subcontractors (inapplicable if no subcontractors or subContractors), vehicle coverage, products liability and employers non-ownership liability coverage in an amount no less than \$1 million dollars combined, single limit personal injury and property damage for each occurrence and aggregate. The completed operations and product liability insurance shall continue for not less than 365 days following acceptance of the work by TOWN. Each such policy shall be endorsed with the following or equivalent language:
- (1) The TOWN OF CORTE MADERA is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for personal and bodily injuries, deaths or property damage or destruction arising in any respect, directly or indirectly, in the performance of the contract.
  - (2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.
  - (3) The insurance provided herein is primary and no insurance held or owned by the TOWN OF CORTE MADERA shall be called upon to contribute to a loss.
  - (4) The coverage provided by this policy shall not be canceled without thirty (30) days prior written notice given to the TOWN OF CORTE MADERA except for ten (10) days of non- payment of premium.
  - (5) This policy does not exclude explosion, collapse, underground excavation hazards or removal of lateral support.
- c) CONTRACTOR shall submit to TOWN documentation evidencing its required insurance signed by the insurance agent and companies named on industry standard form(s) or on the TOWN OF CORTE MADERA form, copies of which are attached as Exhibit "B". Any deductible or self- insured retentions over \$25,000.00 must be declared to and approved by TOWN. At the option of TOWN insurer shall reduce or eliminate such deductible or self- insured retention as respects TOWN, it officers and employees or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation, claims,

administration and defense expenses.

12. The TOWN shall furnish the CONTRACTOR, to the extent that they are available, TOWN standards, details, specifications, and regulations applying to the Project and other such information which may be helpful to the CONTRACTOR in performance of its service. Any and all additional data necessary for design shall be the responsibility of the CONTRACTOR.
13. The TOWN may, in its sole and unfettered discretion and without cause, terminate this Agreement at any time prior to completion by CONTRACTOR of the services required. Notice of termination of this Agreement shall be given in writing to CONTRACTOR, and shall be sufficient and complete when same is deposited in the United States mail postage prepaid and certified, addressed as set forth in paragraph 18 of this Agreement. The Agreement shall be terminated upon receipt of the Notice of Termination by CONTRACTOR. If TOWN should terminate this Agreement, the CONTRACTOR shall be compensated for all work satisfactorily performed prior to time of receipt of cancellation notice, and shall be compensated for materials ordered by the CONTRACTOR or his employees, or services of others ordered by the CONTRACTOR or his employees prior to receipt of notice of cancellation whether or not such materials or final instruments of services of others have actually been delivered, provided that the CONTRACTOR or employees are not able to cancel such orders for materials or services of others. Compensation for the CONTRACTOR in the event of cancellation shall be determined by the TOWN Engineer in accordance with the percentage of project completed and agreed to by the CONTRACTOR. In the event of cancellation, all notes, sketches, computations, drawings and specifications, or other data, whether complete or not, produced through the time of the TOWN's last payment shall be relinquished to the TOWN. The TOWN may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.
14. Should the CONTRACTOR fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the TOWN may terminate this Agreement by giving written notice of such termination, stating the reasons for such termination in such event. CONTRACTOR shall be compensated as above, provided, however, there shall be deducted from such amount the amount of damage if any, sustained by TOWN by virtue of the CONTRACTOR'S breach of this Agreement.
15. This Agreement shall inure to the benefit of, and be binding upon, the successors in interest, legal representatives, trustees, and permitted assigns of either party.
16. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to included terms and a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure, section 1856. No modification hereof shall be effective unless and until such modification is evidenced by a writing signed by all parties to this Agreement.
17. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. After receipt of a demand for

assurance, either party's failure to provide within a reasonable time but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances is a repudiation of this Agreement by that party. Acceptance of any improper delivery of service or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

18. All notices permitted or required hereunder shall be addressed as follows:

*If to the TOWN:*

Town of Corte Madera, Public Works Department  
Attn: Peter Brown, Director of Public Works  
300 Tamalpais Drive  
Corte Madera, CA  
94925

*If to the CONTRACTOR:*

Raul Garcia, Forster & Kroeger  
77 Larkspur Street, San Rafael, CA  
94901 415-456-6684

19. This Agreement shall be construed in accordance with the law of the State of California. Venue shall be in the County of Marin.
20. CONTRACTOR shall provide assistance as necessary to resolve any questions on conflicts between plans and specifications prepared by CONTRACTOR pursuant to this Agreement that may arise during the period of advertising for bids and shall issue any necessary addenda to the plans and specifications as requested. In the event CONTRACTOR is of the opinion that TOWN'S requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the provision of section 8 hereof.
- a) The CONTRACTOR with regard to the work performed by him after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subContractors, including procurements of materials and leases of equipment. The CONTRACTOR will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- b) In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurement of materials or equipment, each potential subContractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- c) The CONTRACTOR will provide all information and reports required by the Regulations or orders, and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined



by the TOWN to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the TOWN as appropriate, and shall set forth what efforts he has made to obtain the information.

- d) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of this contract, the TOWN shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
- (1) Withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies;
  - (2) Cancellation, termination, or suspension of the contract, in whole or in part.
- e) The CONTRACTOR will include the provisions of paragraph "a" through "e" in every subcontract, including procurements of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. The CONTRACTOR will take such action with respect to any Regulations, order, or instructions issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontract or procurement as the TOWN or its representative may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subContractor or supplier as a result of such direction, the CONTRACTOR may request the TOWN to enter such litigation to protect the interest of the TOWN, and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day first above written in the TOWN OF CORTE MADERA, California.

CLIENT: TOWN OF CORTE MADERA  
A Municipal Corporation

By: 

Name: Todd Cusimano

Title: Town Manager

CONTRACTOR: Forster & Kroeger, Landscape Maintenance, Inc.

By: 

Name: Raul Garcia

Title: Owner

**Forster & Kroeger**  
**landscape Maintenance, Inc.**  
77 Larkspur Street, San Rafael CA 94901  
Phone 415-456-6684, fax 415-453-2978

**Proposal - Exhibit A**

**Date:** June 22, 2018

**Site:** Town of Corte Madera.

**Submitted To:**

**Contact:** Todd Cusimano, Peter Brown

**Company:** Town of Corte Madera

**Phone:** (415) 717-6492

**Email:** [tcusimano@tcmmail.org](mailto:tcusimano@tcmmail.org)  
[pbrown@tcmmail.org](mailto:pbrown@tcmmail.org)

**Submitted By:**

**Contact:** Raul Garcia

**Company:** Forster & Kroeger

**Phone:** (415) 456-6684

**Email:** [raul@forster-kroeger.com](mailto:raul@forster-kroeger.com)

**Description of Work:** Supplemental labor to assist Town crews.

**Location of Work:** Town of Corte Madera.

**Scope of Work:** Continue to provide a supplemental labor crew, with a truck and hand tools to assist the Town crew with landscape maintenance work on a regular basis as requested by the Town from July 1, 2018 through June 30, 2019. All work is directed by the Town of Corte Madera staff.

- |   |                     |
|---|---------------------|
| 1. Hourly rate per worker with truck and equipment: | \$34.00 per hour    |
| 2. Crew of (4) workers with truck and equipment:    | \$5,440.00 per week |

Please see a below for a list of seasonal areas of work that may be requested by Town, with approximate number of days, and costs per area:

- |   |                             |
|---|-----------------------------|
| 1. Ten workers for fuel reduction (May/June)  | \$ 2,720 per day            |
| i. Refer to Weed Abatement/Fuel Reduction List  |                             |
| 2. Five workers for Fourth of July preparations   | \$ 1,360 per day            |
| i. Medians, sidewalks, pruning, general clean-up and Preparations for 4 <sup>th</sup> of July, Town Park, Menke Park, support for event |                             |
| 3. Five workers for Oktoberfest, beginning of October   | \$ 1,360 per day            |
| i. Preparation at Menke Park  |                             |
| 4. Four workers for hanging basket delivery, beginning of May   |                             |
| i. Delivery and installation of baskets (1 day)   | \$ 1,088 per day            |
| ii. Maintenance 3-4 times per year 1PM spraying   | \$ 816-\$1,088 per 3-4 days |

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|---|---------------------------|
| 5. One worker for catch basin cleaning 1 <sup>st</sup> of August                          | \$ 272 per day            |
| i. Maintenance if 1,200 catch basins (30 days)  | \$8,160 per 30 days       |
| 6. Ten workers for gate maintenance   | \$ 2,720 per day          |
| i. 1 <sup>st</sup> Sunday in April (5 days)   | \$13,600 per 5 days       |
| ii. 3 <sup>rd</sup> Sunday in October (5 days)  | \$13,600 per 5 days       |
| 7. Five workers for turf maintenance, 2 <sup>nd</sup> week in March                       | \$ 1,360 per day          |
| i. Filling potholes, seeding, top dressing, renovation fields@ Town Park and Cove Park    |                           |
| 8. Five workers for Tern Island, beginning of March                                       | \$ 1,360 per day          |
| i. Mitigation work for the islands  |                           |
| 9. Six workers for field closures in mid to late November                                 | \$ 1,632 per day          |
| 1. Fence install @ Town Park (2 days)   | \$ 3,264 per 2 days       |
| 10. Emergency callouts, outside normal working hours                                      | \$ 50 per hour per worker |
| 1. Flood control, streets and parks   |                           |
| 11. Assistance as needed for fire prevention/fuelreduction<br>Throughout Town as directed | \$ 34 per hour per worker |
| 12. Miscellaneous callouts as needed or directed,<br>within normal working hours          | \$ 34 per hour per worker |

**Additional Comments:** Price includes all labor, equipment.

**Client Authorization to Proceed:**




Signature Date

(Please email back signed copy to indicate approval)