

CITY OF CHICO - SERVICE PROVIDER AGREEMENT

DEMPSEY VEGETATION MANAGEMENT
PROVIDER

INVASIVE WEED TREATMENT AND MAINTENANCE/VARIOUS
Project Title/Budget Account No.

ATTACHMENT #1 TO EXHIBIT B
SERVICE PROVIDER AGREEMENT DATED APRIL 13, 2023
(Agreement Term: April 1, 2023 through March 31, 2026)

SCOPE OF SERVICES - BASIC; NOTICE TO PROCEED; COMPLETION SCHEDULE

Project Description:

At the request of the City, Provider shall treat with herbicides identified vegetation, such as poison oak, puncture vine and ailanthus trees, in Bidwell Park, City greenways, and on other City property.

The Provider will also monitor and maintain the Valley Oak Woodland Restoration Area located on the 1.75-acre property west of the Nature Center and east of the Cedar Grove Parking lot in Lower Bidwell Park during its establishment period.

Scope of Services – Basic:

The Provider shall perform the following Services:

TASK 1: HERBICIDE TREATMENTS

1. Apply treatment with herbicides approved by the City and in accordance with the herbicide labels.
2. Notify the Park Division at 896-7800 or by email at parkinfo@chico.ca.gov at least two (2) business days prior to treatment and provide the approximate time that the work will be performed.
3. Submit to the City a report of the Provider's daily presence on the treated sites in the form of GPS routes recorded by a smart phone or "hand held" GPS device, which shall also include the daily amounts of specified herbicide quantities applied along these recorded routes.
4. Report herbicide use to the Butte County Agricultural Commissioner's Office as required.

5. If volunteers or City staff are also doing mechanical vegetation removal in an area to be treated, that work shall be coordinated to the best extent possible with the herbicide treatments to be performed by the Provider.

TASK 2: OAK WOODLAND RESTORATION AREA MAINTENANCE

Provider shall monitor, oversee, and/or train volunteers to perform the following tasks:

1. Maintenance of the area, including but not limited to:
 - a. Watering as needed
 - b. Weeding around planted areas
 - c. Installing and replacing deer protection
 - d. Replacing dead plant materials
2. Assist the City in preparing plant identification signs, brochures, flyers and other educational materials regarding this restoration project.

City Responsibilities - Basic

TASK 1:

The treatments will not require a City representative to be present during the application, but a representative may occasionally join the Provider during treatments to assess progress and identify new areas to treat.

TASK 2:

City shall purchase, or reimburse the Vendor for the actual costs of, the supplies and materials needed to maintain the area.

Compensation

Compensation shall not exceed **\$50,000** and shall be invoiced based on the rates set forth in the Agreement, and the attached Exhibit C.

Notice to Proceed

This Attachment shall constitute the City's Notice to Proceed to the Provider.

Completion Schedule

Any and all above requested Services shall commence on July 1, 2023 and shall be completed by June 30, 2026.

CITY OF CHICO - SERVICE PROVIDER AGREEMENT

DEMPSEY VEGETATION MANAGEMENT

Provider

VEGETATION TREATMENT AND MAINTENANCE

Project Title

EXHIBIT C

COMPENSATION

Compensation for services, whether paid by the City or other partner entities, shall be based on actual invoices received in accordance with the schedule of rates listed below. Total maximum compensation for services outlined herein shall not exceed **\$50,000**.

Compensation shall be based upon actual invoices received.

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|----|-------------------------|--------------|
| 1. | Herbicide Services: | \$95.00/hour |
| 2. | Non-herbicide Services: | \$45.00/hour |
| 3. | Materials/Products | Actual Cost |
| 4. | Administrative Overhead | 20% |

(Overhead includes correspondence and job walks prior to work, purchasing, tools, PPE, materials storage, transportation, onsite photo documentation, reporting, invoicing, follow up visits, and associated correspondence and documentation)

For each succeeding 12-month term of this Agreement, the Provider may request the City to adjust the compensation rate(s) during such term. The Provider's request for such an adjustment shall be filed with the City no later than January 15, and shall be accompanied by such documentation, including, but not limited to, financial reports and records, operational cost data, and the like, as may be required by the City to enable it to satisfactorily evaluate and make a determination upon it. Nothing hereinabove, however, shall require the City to make any adjustment therefor in response to the Provider's request. Further, in no event shall any such adjustment exceed an amount equal to 75 percent of the increase in the Consumer Price Index for All Urban Consumers (CPI-U) - U.S. City Average - as published by the Bureau of Labor Statistics, U.S. Department of Labor, for the most recent available previous 12-month period. As an example, if such Index increased 10 percent for a preceding 12-month period, an annual adjustment could not exceed 7.5 percent regardless of whether or not the Provider's documented costs exceed 7.5 percent.