

**AGREEMENT FOR MAINTENANCE SERVICES  
BETWEEN  
THE CITY OF RIALTO, CALIFORNIA  
AND  
INLAND EMPIRE LANDSCAPE, INC.**

This Agreement for Maintenance Services ("**Agreement**") is entered into as of July 1, 2023 ("**Effective Date**") between the City of Rialto, a municipal corporation ("**City**") and Inland Empire Landscape, Inc., a California corporation ("**Contractor**") (collectively the "**Parties**"). In consideration of the mutual promises and covenants made by the parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

**SECTION 1. SCOPE OF SERVICES**

1.1 **Term.** Subject to the provisions of Section 8 [Termination] of this Agreement, the term of this Agreement is for one (1) year commencing on July 1, 2023 and expiring June 30, 2024 ("**Term**") with four (4) one-year extensions upon approval of the City Manager and mutual consent of the selected firm, for a total maximum of five (5) years, unless mutually extended by the parties for more than five (5) years.

1.2 **Contractor Services.** Subject to the terms and conditions of this Agreement, Contractor agrees to perform for City those services specified in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A" [Scope of Services] ("**Services**"). Contractor agrees to furnish, for the compensation provided for herein, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform and complete the Services. The Services shall be subject to inspection and approval by City. Contractor agrees to work closely with City staff in the performance of the Services and shall be available to City's staff and consultants at all reasonable times.

1.3 **Extra Work.** Contractor shall not be compensated for any work or services rendered in connection with its performance of this Agreement, which are in addition to or outside of the Services ("**Extra Work**"), except as expressly provided for herein. It shall be Contractor's responsibility to ensure that the scope and price of any Extra Work to be performed by Contractor is approved by City in writing in advance of Contractor's commencement of the Extra Work in accordance with Section 9.10 [Amendments] and Section 9.19 [Administration and Implementation]. City shall not be obligated to pay for or otherwise be liable for unauthorized Extra Work performed by Contractor.

1.4 **Schedule of Performance.** Contractor agrees to diligently perform and complete the Services in accordance with the schedule of performance attached hereto and incorporated herein by reference as Exhibit "B" [Schedule of Performance] ("**Schedule of Performance**"). Modifications to the Schedule of Performance must be agreed upon in writing in advance by the Acting City Manager pursuant to Section 9.19 [Administration and Implementation] and Contractor.

1.5 **General Warranty.** Contractor warrants all Services under this Agreement (which for purposes of this Section shall be deemed to include unauthorized Extra Work

which has not been removed and any non-conforming materials incorporated into the Services) to be of good quality and free from any defective or faulty material and workmanship. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Services, whether express or implied, are deemed to be obtained by Contractor for the benefit of City, regardless of whether or not such warranties and guarantees have been transferred or assigned to City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of City.

**1.6 Repair of Defects.** Contractor agrees that for a period of one (1) year from and after final acceptance of the Services, or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later, Contractor shall within ten (10) days after being notified in writing by City of any defect in the Services or non-conformance of the Services, commence and prosecute with due diligence all work and services necessary to fulfill the terms of the warranty at its sole cost and expense. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work, facilities, fixtures, or materials damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, Contractor's obligation hereunder to correct defective Services shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Services. Contractor shall perform such tests as City may require to verify that any corrective actions are adequate to remedy the defective condition. In the event that Contractor fails to perform its obligations under this Section to the reasonable satisfaction of City, then City shall have the right to correct and replace any defective, non-conforming, or damaged Services at Contractor's sole expense. Contractor shall be obligated to fully reimburse City for any expenses incurred hereunder upon demand.

**1.7 Contractor's Representative.** Contractor hereby designates the representative named in Exhibit "D" [Representatives], or his or her designee, to act as its representative for the performance of this Agreement ("**Contractor's Representative**"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

**1.8 Contract Documents.** The following documents shall be referred to collectively as the "Contract Documents," each of which is incorporated into and made part of this Agreement by reference:

- Approved and fully executed change orders (if any)
- Addenda (if any)
- This Agreement
- All exhibits to this Agreement
- Notice Inviting Bids
- Instructions to Bidders, and any documents referenced therein
- Bid Forms (including Contractor's Bid Schedule)
- Payment and Performance Bonds, if required

The Contract Documents are intended to be complementary, and a requirement in one document is as effective as if it appeared in all of the Contract Documents. In the event of a conflict between any of the Contract Documents, the documents shall be given effect in the order set forth above.

## **SECTION 2. COMPENSATION AND METHOD OF PAYMENT**

**2.1 Compensation.** City shall pay to Contractor for non-disputed Services rendered the compensation set forth in Exhibit "C" [Compensation] attached hereto and incorporated herein by reference. Total compensation to Contractor for the Services shall not exceed the total price or "not to exceed" amount set forth in Exhibit "C," without the prior written approval of City in accordance with Section 9.10 [Amendments] and Section 9.19 [Administration and Implementation].

**2.2 Payment of Compensation.** Contractor shall submit periodic (monthly or quarterly as specified in Exhibit "C") invoices together with an itemized statement of Services provided. The statement shall describe the Services provided, the percent of work completed by item, together with such other reasonable detail and supporting documentation as may be required by the City Manager, or his/her designee. City will review the statement and pay, with the exception of any charges for work performed or expenses incurred by Contractor which are disputed by City, within 30 days of receiving such statement, all approved charges thereon. Payment by City shall release City from any further obligation for payment to Contractor, for Services performed or expenses incurred as of the date of the invoice. Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defect in work performed by Contractor.

## **SECTION 3. RESPONSIBILITIES OF CONTRACTOR**

**3.1 Control and Payment of Subordinates; Independent Contractor.** Contractor agrees that all Services shall be performed by Contractor or under its supervision. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under the Contractor's exclusive direction and control. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Contractor shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, healthcare or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights. Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the Services. Contractor shall not permit any lien or claim to be filed or prosecuted against the City on any account of any labor or material furnished for the Services. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become due the Contractor.

The payment of the claim in this manner shall not relieve Contractor or their surety from obligation with respect to any unpaid claims.

**3.2 Standard of Care and Licenses.** Contractor agrees that all Services shall be performed in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and warrants that it, its employees and subcontractors shall have sufficient skill and experience to perform the Services and that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained in good standing throughout the term of this Agreement.

**3.3 Required Corrections.** Contractor shall perform, at its own expense and without reimbursement from the City, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the standard of care provided for herein.

**3.4 Law and Regulations.** Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services.

**3.5 Safety.** Contractor shall perform the Services, and maintain its work area, so as to avoid injury or damage to any person or property and shall otherwise exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

**3.6 Labor Code and Prevailing Wage Requirements.**

**3.6.1 Apprenticeable Crafts.** To the extent applicable, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

**3.6.2 Hours of Work.** Contractor shall comply with the legal days work and overtime requirements of Section 1813 of the Labor Code.

**3.6.3 Payroll Records.** In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Contractor shall make all such records available for inspection at all reasonable hours.

**3.6.4 Prevailing Wage Laws.** Contractor represents and warrants that it is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("**Prevailing Wage Laws**"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as

defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and any location where the Services are performed.

**3.7 Equal Opportunity Employment.** Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant, in any way, in the employment of persons to perform the Services in violation of any federal or state law prohibiting discrimination in employment, including based on the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, of any person, except as provided under California Government Code section 12940.

## **SECTION 4. INDEMNIFICATION**

**4.1 Indemnity.** Except as to the sole negligence, active negligence, gross negligence or willful misconduct of City, Contractor expressly agrees to, and shall, indemnify, defend, release, and hold City, and its respective officials, officers, employees, agents, and contractors harmless from and against any Action, liability, loss, damage, entry, judgment, order, lien, and Costs and Expenses which arises out of, or are in any way related to, any act or omission of Contractor, or its officers, directors, employees, agents, or contractors, connected with the performance or failure to perform under this Agreement, notwithstanding that City may have benefited therefrom, or any challenge to this Agreement. This Section shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor's officers, directors, employees, agents and contractors, including but not limited to acts or omissions in any way related to, the release, treatment, use, generation, transportation, storage, or disposal in, on, under, to, or from the location at which work under this Agreement is performed of any Hazardous Substances by Contractor or its officers, directors, employees, agents, and subcontractors. The Parties expressly agree that any payment, or Costs and Expenses City incurs or makes to, or on behalf of, an injured employee under City's workers' compensation or other insurance, is included as a loss or Costs and Expenses for the purpose of this Section. City shall not be responsible for any acts, errors or omissions of any person or entity except City and its officers, agents, servants, employees or contractors. The Parties expressly agree that the obligations of Contractor under this Section shall survive the expiration or early termination of the Agreement.

**4.2 Action.** For purposes of this Agreement, "**Action**" shall mean any suit (whether legal, equitable, or declaratory in nature), proceeding or hearing (whether administrative or judicial), arbitration or mediation (whether voluntary, court-ordered, binding, or non-binding), or other alternative dispute resolution process, and the filing, recording, or service of any process, notice, claim, demand, lien, or other instrument which is a prerequisite or prelude to commencement of the Action.

**4.3 Costs and Expenses.** For purposes of this Agreement, "**Costs and Expenses**" shall mean all costs and expenses, to the extent reasonable in amount, actually and necessarily incurred by a Party in good faith in the investigation, prosecution or defense of an Action, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorney's fees, consultant fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs, and any other costs or expenses, the award of which a court of competent jurisdiction may determine to be just and reasonable.

**4.4 Hazardous Substances.** For purposes of this Agreement, "Hazardous Substances" shall mean any and all of the following:

a. any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability arises for misuse, pursuant to the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901, *et seq.*; the Toxic Substances Control Act, 15 U.S.C.S. §2601, *et seq.*; the Clean Water Act, 33 U.S.C. §1251, *et seq.*; the Insecticide, Fungicide, Rodenticide Act, 7 U.S.C. §136, *et seq.*; the Superfund Amendments and Reauthorization Act, 42 U.S.C. §6901, *et seq.*; the Clean Air Act, 42 U.S.C. §7401, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §300f, *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. §6901, *et seq.*; the Surface Mining Control and Reclamation Act, 30 U.S.C. §1201, *et seq.*; the Emergency Planning and Community Right to Know Act, 42 U.S.C. §11001, *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. §§655 and 657; the Hazardous Waste Control Act, California Health and Safety Code ("H.&S.C.") §25100, *et seq.*; the Hazardous Substance Account Act, H.&S.C. §25330, *et seq.*; the California Safe Drinking Water and Toxic Enforcement Act, H.&S.C. §25249.5, *et seq.*; the Underground Storage of Hazardous Substances, H.&S.C. §25280, *et seq.*; the Carpenter-Presley-Tanner Hazardous Substance Account Act, H.&S.C. §25300, *et seq.*; the Hazardous Waste Management Act, H.&S.C. §25170.1, *et seq.*; the Hazardous Materials Response Plans and Inventory, H.&S.C. §25001, *et seq.*; the Porter-Cologne Water Quality Control Act, Water Code §13000, *et seq.*, all as they may from time to time be amended; and

b. any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability for misuse arises pursuant to any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree due to its hazardous, toxic or dangerous nature.

## **SECTION 5. RECORDS AND DOCUMENTS**

### **5.1 Accounting Records.**

**5.1.1 Maintenance and Inspection.** Contractor shall maintain complete and accurate records with respect to all expenses incurred under this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the Services provided by Contractor pursuant to this Agreement. All such records shall be clearly identifiable.

5.1.2 **Inspection and Copying.** Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement. At no cost to City, Contractor shall provide copies of such documents or records directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

5.2 **Ownership of Documents.** All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing the Services shall become the sole property of City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents

## **SECTION 6. INSURANCE**

6.1 **Maintenance of Insurance.** Prior to the beginning of and throughout the term of this Agreement, Contractor will maintain insurance in conformance with requirements established by City for the type of Services being performed. Contractor acknowledges that prior to the Effective Date of this Agreement, City provided to Contractor the applicable insurance requirements, a copy of which are attached hereto as Exhibit "F" [Insurance]. Contractor acknowledges that the insurance coverage and policy limits provided by City constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement and which are applicable to a given loss, will be available to the City.

6.2 **Subcontractors Insurance.** Contractor agrees to ensure that subcontractors, and any other party involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

6.3 **Modification of Insurance Provisions.** The City Manager may make reasonable amendments to the insurance requirements of this section, with the written concurrence of the Finance Director or Risk Manager, in accordance with Section 9.19 [Administration and Implementation] after considering the Scope of Services, potential liabilities, and the required level of insurance to adequately protect the City.

## **SECTION 7. BONDS**

**7.1 Performance and Payment Bonds.** If required by law or specifically required by City as set forth in Exhibit "E" [Bonds Required], attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with Contractor's execution of this Agreement, but in no event later than the Effective Date of this Agreement, a Performance Bond and/or a Payment Bond in the amount of the total, not-to-exceed compensation indicated in Exhibit C, and in a form provided or approved by the City.

**7.2 Bond Provisions.** Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, without further notice from City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety.

**7.3 Surety Qualifications.** Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

## **SECTION 8. TERMINATION.**

**8.1 Termination by City.** City may, by written notice to Contractor, terminate with or without cause, and without any prior notice of default or right to cure by Contractor, the whole or any part of this Agreement at any time and by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those non-disputed Services that have been adequately rendered to City, and Contractor shall be entitled to no further compensation.

**8.2 Termination by Contractor.** Contractor may, by written notice to City, terminate this Agreement based upon City's failure to timely cure a default under this Agreement as provided herein. At least forty-five (45) days prior to termination, Contractor shall provide City with a written notice specifying City's alleged default and providing City with a forty-five (45) day period to cure the default. Should City timely cure such default, the Agreement shall continue. Should City fail to timely or adequately cure



such default, Contractor may terminate this Agreement by issuance of written notice to City.

## **SECTION 9. GENERAL PROVISIONS**

**9.1 Assignment or Transfer.** Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

**9.2 Loss and Damage.** Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

**9.3 Liquidated Damages.** The Parties agree that City has a legitimate interest in ensuring that Contractor provides the Services (including performance of all duties and responsibilities) required under this Agreement in a consistent and reliable manner, and that Contractor's failure to timely provide such Services or to provide them in an inadequate manner will cause City to suffer damages and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages or to calculate actual damages. Therefore, in addition to City's right to treat such non-performance as a material breach of, and to terminate, this Agreement, the Parties agree that liquidated damages, as provided herein, represent a reasonable estimate of the monetary damages that reasonably could be anticipated and that proof of actual damages would be costly or impractical. The Parties specifically confirm the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made. Therefore, in lieu of actual damages, Contractor is subject to payment of \$500 per failure to perform, per day. City may, at its election, deduct any assessed liquidated damages from payment due, or that will become due, to Contractor from City.

**9.4 Excusable Delays.** Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance of failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

**9.5 Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of the Agreement.

**9.6 Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of San Bernardino.

In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern Division of the Central District of California, located in San Bernardino, California.

**9.7 Integration.** This Agreement, including the attached Exhibits "A" through "F", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding.

**9.8 Severability.** If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

**9.9 Prohibited Interests.** Contractor represents and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

**9.10 Amendments.** No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Contractor and City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Rialto Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for amendments or modifications to be in writing cannot be waived and that any attempted waiver shall be void.

**9.11 No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

**9.12 Delivery Of Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be given to the respective parties at the addresses listed in Exhibit "D", or at such other address as the respective parties may provide in writing for this purpose. Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

**9.13 Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**9.14 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or

covenant. Waiver by any Party or any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any Services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

9.15 **Attorney's Fees, Costs and Expenses.** In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees and Costs and Expenses, in addition to any other relief to which it may be entitled.

9.16 **Subcontracting.** Contractor shall not subcontract any portion of the Services, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions of this Agreement.

9.17 **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

9.18 **Authority To Execute.** The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Contractor to the performance of its obligations hereunder.

9.19 **Administration and Implementation.** This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with the City Manager's contracting authority under the Rialto Municipal Code.

**[SIGNATURES ON THE FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF RIALTO, a municipal corporation**

**INLAND EMPIRE LANDSCAPE, INC., a California corporation**

By: \_\_\_\_\_  
Arron Brown  
Acting City Manager

By: \_\_\_\_\_  
Joel Ibarra  
President

**ATTEST:**

By: \_\_\_\_\_  
Barbara A. McGee  
City Clerk

By: \_\_\_\_\_  
Joel Ibarra  
Secretary

**APPROVED AS TO FORM:**

Burke, Williams & Sorensen, LLP

By: \_\_\_\_\_  
Eric S. Vail  
City Attorney

**\*\*Two signatures are required if a corporation\*\***

## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

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#### **1. Scope of Work**

- A. The intent of this Agreement is to secure Contractor which shall provide landscape and grounds maintenance services.
- B. Contractor shall furnish all labor, tools, materials, and equipment, except where otherwise specified, to provide landscape maintenance services as set forth in this Agreement.
- C. All work shall be done in a thorough and workmanlike manner to the satisfaction of the Public Works Director, or his authorized agent, and comply with all legal construction and landscape maintenance practices. The premises shall be maintained at the level of service provided for in these specifications at all times.
- D. Contractor shall have the duty to provide landscape maintenance of all work sites, including, but not limited to the following:
  - 1) Fertilize, prune, shape and trim trees, shrubs, vines and ground cover plants.
  - 2) Control weeds and plant diseases.
  - 3) Mow, edge, and blow hardscape clean.
  - 4) Fertilize turf grass and plants.
  - 5) Maintain plant material in a healthy condition with horticultural acceptable growth and color.
  - 6) Inspect, repair and report all irrigation system malfunctions in their entirety.
  - 7) Perform general area clean-up, including the removal of leaves, trash, dog feces and other debris from the work sites.
  - 8) Paint by hand all backflow devices, backflow cages, valve box lids, curb faces and curb tops each year.
  - 9) Maintain all work sites in a safe, attractive and usable condition.
  - 10) Maintain hardscape and drainage systems.
- E. Contractor shall contact the City’s Inspector or designate on a daily basis to discuss the contractor work schedule for the day, existing problems, or other important information.
- F. Contractor shall perform a maintenance inspection, during daylight hours, of all areas. Such inspection shall be both visual and operational. It shall include, but not be limited to, the operation of all irrigation and/or other mechanical systems to check for proper condition and reliability.

- G. Contractor shall attend a mandatory inspectors' meeting each week in order to receive important information and resolve any problems.
- H. Contractor shall complete and submit a monthly Site Inspection form and keep a monthly complaint log.
- I. Contractor shall recycle green waste generated from their contract performance and submit a monthly report identifying the weight and/or volume of green waste recycled.
- J. Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification. (Emergencies that involve maintenance work included in these general conditions shall not be compensated).
- K. Contractor shall complete all work during the hours of 7am to 6pm, Monday – Friday. Additional working days may be allowed if prior authorization is granted by the Public Works Director.

## **2. Areas To Be Maintained**

- A. Work sites may include parkways, median islands, slopes, greenbelt areas, or natural areas.
- B. An identification of the areas to be maintained is provided in the Appendix.
- C. Inventories supplied with this bid package are only approximate and may contain errors.

## **3. Work Standards**

### **A. Method of Irrigation**

- 1) Irrigation shall be done by the use of automatic or manual sprinkler systems where available and operable. However, failure of the existing irrigation system to provide full and proper coverage shall NOT relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas in the work site.
- 2) All areas receiving marginal coverage shall be irrigated by a portable irrigation method.
- 3) Care shall be exercised to prevent a waste of water, erosion, and/or detrimental seepage into existing underground improvements or structures.
- 4) In the future, water supplied by the City for irrigation may be Recycled Water, indicated by purple color-coded sprinklers, valves, valve boxes, tags and signs. Contractor understands that Recycled is not intended for human contact or consumption.
- 5) Contractor accepts full responsibility for educating and monitoring its employees regarding safety issues related to the presence and use of Recycled Water.

## **B. Initial Irrigation Inspection**

- 1) Contractor shall initially inspect and familiarize themselves with the entire irrigation system at all work sites and identify all needed repairs.
- 2) Required repairs shall be submitted to the Director in a written statement within two (2) weeks after the start date of the maintenance contract.
- 3) If a written statement which documents required repairs is not received by the Director within the stated timeframe, the entire system shall be interpreted as fully operational, and deemed acceptable by the Contractor.
- 4) The City shall review and verify all submitted repairs from the initial inspection. Repairs may be completed by the following methods:
  - a) Authorize the Contractor to make appropriate repairs at the expense of the City as described in Section "R. CHANGES IN WORK".
  - b) Use City forces to make required repairs.
- 5) Upon completion of all repairs following the initial inspection, the Contractor shall sign-off each individual area as being fully operational.

## **C. Weekly Irrigation Inspections**

- 1) Contractor shall inspect the operation of the irrigation system weekly for any malfunctions.
- 2) In addition to regular weekly testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported.
- 3) All system malfunctions, damage and obstructions shall be recorded, reported to the Director, and corrective action taken.

## **D. Irrigation Maintenance and Repairs**

**SPECIAL NOTE: IRRIGATION SYSTEM REPAIR IS REQUIRED FOR LMD, PARKWAYS, AND MEDIAN ISLANDS. THE CONTRACTOR WILL BE REQUIRED TO MONITOR IRRIGATION SYSTEM OPERATION FOR ALL LMD, PARKWAYS, AND MEDIAN ISLANDS AS SPECIFIED HEREIN, AND TO PROMPTLY (WITHIN 2 HOURS) ADVISE THE DIRECTOR OF ANY SYSTEM REPAIRS REQUIRED TO BE MADE TO ENSURE CONTINUED OPERATION OF THE IRRIGATION SYSTEM.**

- 1) Contractor shall maintain all irrigation systems in such a way as to:
  - a) Guarantee proper coverage and full working capability.
  - b) Make whatever adjustments may be necessary to prevent overspray or excessive runoff into street right-of-ways or other areas not meant to be irrigated.
- 2) All irrigation system repairs shall be provided by the Contractor at no additional cost to the City.
- 3) Contractor shall repair or replace inoperable irrigation equipment to maintain a fully operational system, including but not limited to, pressure pipes from the water meter to the control valves, all irrigation pipes, all manual, battery operated,

and automatic valves, pumps used for the irrigation systems, backflow devices, filters, strainers, pressure regulators, sprinkler heads, irrigation clamps and stakes, anti-drain valves, quick couplers, electrical wiring from the controller to the solenoid valves, emitters, drippers, valve boxes, controllers, valve markers, batteries, fittings and risers.

- 4) Maintenance includes, but is not limited, tightening of loose fittings and packing nuts; flushing sprinkler heads, pipes, nozzles, valves, filters, strainers, and backflow devices; adjusting sprinkler heads, anti-drain valves and pressure regulators, adjusting and lubricating controllers; and cleaning drip emitters.
- 5) Irrigation repairs shall be made within the following time limits:
  - a) Mainline irrigation breaks shall be repaired within two (2) hours of identification or notification.
  - b) All other irrigation repairs shall be made within one (1) day of identification or notification.

***Failure to complete irrigation repairs in the timeframes listed above will result in the Director utilizing City forces, or an alternate source, to correct the deficiency and deduct from the Contractor's payment the total cost, including City overhead.***

- 6) Replacement of irrigation components shall be with originally installed materials of the same size and quality. Substitutions must be approved by the Director in writing prior to installation.
- 7) Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranty.
- 8) The Contractor shall keep all irrigation heads clean of flow impediments and adjusted properly at all times.
- 9) Contractor shall be responsible for adjusting height of sprinklers and risers as necessary to compensate for growth of plant material.
- 10) Contractor shall restore any landscape areas disturbed by irrigation repair work back to their preexisting condition.
- 11) Damages to plant material due to the Contractor's lack of performance in accordance with these specifications shall be the responsibility of the Contractor; dead or damaged plant material shall be replaced at the Contractor's expense.
- 12) Damage to the irrigation system caused by conditions under which the Contractor has no control, shall be repaired by the Contractor at the City's expense, in accordance with **Section "R. CHANGES IN WORK"** if approved by the Director. Such circumstances include:
  - Theft (missing heads)
  - Storm damage
  - Vandalism
- 13) At any time, the Director may request a coverage test to evaluate proper settings, timing, usage, or maintenance of system.



- 14) The Contractor shall keep all controller enclosures free of debris and pests (slugs, ants, spiders, etc.) at all times. Any resultant damage due to the Contractor not meeting this specification will be the responsibility of the Contractor.
- 15) The Contractor shall be responsible for hand watering, at no additional cost, any areas not provided with an automatic irrigation system. Contractor will also be required to hand water, at no additional cost, any landscape areas with a non-functioning irrigation system if it is the Contractor's responsibility to maintain that system.
- 16) The Contractor may be required to hose off plant material monthly in areas where a drip system is used.
- 17) Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation system.

#### **E. Water Conservation**

**SPECIAL NOTE:** The City of Rialto Landscape Maintenance District ("LMD") No. 1 and No. 2 have a total of approximately 224 irrigation controllers. LMD No. 1 has approximately 168 irrigation controllers. LMD No. 2 has approximately 56 of which 46 are on the central irrigation system.

- 1) Contractor shall turn off all irrigation systems during periods of rainfall and/or times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices. Contractor shall notify the City's Inspector any time irrigation systems are turned off.
- 2) Contractor shall comply with all City of Rialto Ordinances and/or Resolutions which relate to water conservation.

#### **F. Turf Grass Care**

##### **1) Turf Grass Mowing:**

- a) Contractors shall submit, in writing, a mowing schedule within ten (10) days after the start of the maintenance. This mowing schedule shall be approved by the Director.
  - All areas shall be mowed once every two weeks between November 1 and February 28 and once every week from March 1 through October 31.
  - Any alteration of the approved mowing schedule shall be submitted in writing to the Director for approval prior to implementation.
- b) Contractor shall mow all turf grass with adequately sharpened reel or rotary type mowers (with mulching blade attachments) as to provide a smooth and even cut without tearing of turf grass blades.
- c) Unless otherwise directed by the City, cut cool season turf grass at two (2) inches by using rotary type mowers.
- d) Unless otherwise directed by the City, common Bermuda and other warm

season grasses shall be mowed to not exceed one (1) inch, hybrid Bermuda at three-fourths (%) inch by using reel type mowers.

- e) Avoid removing more than one-third of the leaf area blade at any one time.
- f) All mower blades shall be sharpened or replaced at least twice a week. The blade adjustment shall provide a uniform, level cut without ridges, depressions, or scalping.
- g) The contractor may be required, at the discretion of the City Landscape Inspector, to bag and remove grass clippings if the use of mulching mowers creates a hazardous or unsightly condition in the area of work. This shall be completed before the contractor vacates the work site.
- h) All debris must be removed daily and disposed of legally off-site.
- i) Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles located within the turf areas such as electrical boxes or fixtures.
- j) Do not mow areas that are saturated with water. Alternate mowing patterns shall be used whenever possible to prevent wheel ruts in turf areas. If ruts are made, Contractor shall make all necessary repairs at the Contractor's expense.
- k) The City shall approve of all mowing equipment used by the Contractor.
- l) Small rotary push mowers will be required for parkways and other small areas.

## **2) Turf Grass Edging and Trimming:**

- a) Turf grass edging and trimming shall be performed once every two weeks between November 1 and February 28 and once every week during March 1 through October 31 at the time of mowing.
- b) Edging of turf grass shall be performed with a power edger containing a steel blade.
- c) All turf grass adjacent to sidewalks, curbs, mowing strips, shrub beds, and where no improved surface exists, shall be edged in a neat uniform line.
- d) Trimming of turf grass shall be performed along walls, and around valve boxes, water meter boxes, backflow devices, trees, shrubs, or any structures located within the turf grass area.
- e) Tree trunk protectors shall be provided and installed, at no additional cost to the City, when string trimmers are utilized for trimming around the base of trees. The City may allow a sixteen (16) inch diameter mulch ring around trees to eliminate continual string trimming.
- f) In areas where there is no mow curb, a six (6) inch barren strip shall be provided, and maintained, between turf grass and adjacent ground cover. Edging of turf grass and ground cover shall provide uniform delineation adjacent to this barren strip.
- g) Trimming of plant material may be required around sprinklers to provide maximum irrigation coverage.

- h) All clippings and trimmings shall be removed from the work site the same day work is performed and prior to a Contractor vacating the work site. At no time shall the Contractor blow clippings into the planter areas.
- i) After mowing and edging is completed, all adjacent walkways and gutters shall be swept clean. At no time shall the Contractor blow clippings from gutters into the turf grass. All clippings must be removed from site.

**3) Turf Grass Fertilization:**

- a) The turf grass shall be fertilized minimum (3) three times a year to provide a healthy and vigorously growing turf grass with horticulturally acceptable growth and color, as determined by the Director.
- b) Fertilization shall be performed with a balanced fertilizer, consisting of a 3-1-2 ratio, at a rate of one (1) pound of actual Nitrogen per 1,000 square feet of area. Confirm type of fertilizer to be used in advance with the City's Inspector; the type of turf and time of year will determine the type of fertilizer used.
- c) Fertilizer shall be applied as often as required to maintain deep green color at all times. The frequency of application will greatly depend on the amount of leaching caused by excess use of water.
- d) Contractor shall notify the Director, in writing, five (5) working days prior to any fertilizer application. This written document shall include the following:
  - Location and exact date the fertilizer application will be performed.
  - Type of fertilizer and method of application to be used.
- e) Contractor shall immediately irrigate after each fertilizer application.
- f) All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application.
- g) Soil tests and plant analysis shall be obtained at the discretion of the City's Landscape Inspector to determine the need for fertilization or amendments and shall be completed prior to application. Copies of test reports shall be submitted for review by the City's Landscape Inspector prior to application. The Contractor shall provide soil and foliar testing at no expense to the City. For the purpose of bidding, the contractor shall assume 50 test per year. The City's Landscape Inspector shall determine the locations.

**4) Turf Grass Irrigation:**

- a) All turf grass shall be adequately irrigated to maintain a healthy and attractive appearance.
- b) Irrigation run-off and overspray shall be minimized.
- c) A regular, deep watering program shall be implemented to give the best results.
- d) Allow turf to dry out before mowing.

## **G. Weed Control**

- 1) For the purpose of these specifications, a weed will be considered as "any undesirable or misplaced plant".
- 2) All areas within the specified maintenance area, including but not limited to turf, grass, shrub and ground cover areas, planters, tree wells, parking areas, drainage ditches, curbs/gutters, and hardscape area shall be kept free of weeds at all times.
- 3) Weed removal shall consist of complete removal of all weeds, including top growth and roots, as the weeds appear.
- 4) Weed control shall be performed, at a minimum, of twice per month.
- 5) Weeds shall be controlled either by hand, mechanical or chemical methods; however, the Director may restrict the use of chemical weed control in certain areas.
- 6) Contractor shall maintain turf areas in a weed free condition at all times by the use of either chemical or mechanical means.
- 7) Pre-emergent herbicide applications shall be required to control crabgrass in all turf areas.
- 8) The Contractor shall exercise extreme care and caution while applying chemical weed controls to avoid damaging any non-target plant materials. Before such applications are made, the turf should be well established and in a vigorous growth condition. All chemical applications shall be recorded and coordinated with the City's Inspector.

## **H. Shrub Care**

### **1) Pruning of Shrubs:**

- a) Shrubs shall be pruned once per month, or as required for removal of broken, dead and diseased branches, general containment, and appearance.
- b) All shrubbery shall be pruned, trimmed, thinned, and suckers removed to properly contain its size with respect to species, size of planters and the best health of the plant.
- c) Prune shrubs to retain as much of the natural informal appearance as possible, consistent with intended use.
- d) Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance.
- e) Remove any spent blossoms or dead flower stalks as required to present a neat appearance.
- f) Shrubs and mounding shall not exceed 2 feet in height within areas required for vehicle sight distance depending upon roadway topography (i.e. medians and street corners).
- g) Shrubs shall be pruned and trimmed using sound horticultural techniques.

- h) Shrubs shall be maintained within the limits of confined areas (i.e., narrow medians, walkways, etc.) so as not to encroach on same.
- i) Shrubs shall be trimmed to maintain horizontal clearance along all walkways and trails to prevent encroachment onto private property.

**2) Shrub Fertilization:**

- a) Shrubs shall be fertilized (3) three times a year to maintain horticulturally acceptable health and color.
- b) Foliar fertilization may be performed when appropriate.
- c) Fertilizing shall be performed with a balanced fertilizer, consisting of a 1-1-1 ratio, at a rate of one (1) pound actual Nitrogen per 1,000 square feet. Any change in the fertilizer ratio and/or rate shall be submitted in writing and approved by the Director prior to usage.

**3) Irrigation of Shrubs:**

- a) All shrubs shall be adequately irrigated to maintain a healthy and attractive appearance.
- b) Irrigation run-off and overspray shall be minimized.

**4) Shrub Replacement:**

- a) All damaged, diseased (untreatable) or dead shrubs shall be replaced with the exact same species of plant and size of plant will be determined by the Department. Contractor shall be responsible for the complete removal and replacement of shrubs lost due to the Contractor's faulty maintenance or negligence, as determined by the Director.
- b) Substitutions for any plant materials must have prior written approval by the Director.
- c) Original plans and specifications shall be consulted to determine correct identification of species.
- d) All shrubs shall be guaranteed to live and remain in a healthy condition for no less than six (6) months from the date of installation, inspection and verification by the Director.
- e) Care shall be taken to prevent soil build-up around the crown of shrubs.

**I. Vine Care**

- 1) Vines and espalier plants shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports.
- 2) Do not use nails to secure vines on masonry walls.
- 3) Do not allow vines to grow into shrubs and trees.
- 4) Pruning of vines will be in accordance with good horticulture practices.
- 5) Vines shall be trimmed as required for safety, disease, general containment or appearance, or as directed by the City's Inspector.
- 6) All vines planted on walls shall be trimmed and maintained 18" from the top of

the wall. This distance may be modified at the discretion of the City's Inspector.

- 7) Vine Irrigation:
  - a) All vines shall be irrigated to maintain a healthy and attractive appearance.
  - b) Where possible the vine irrigation shall be on a separate program from turf grass.
  - c) Existing vines planted in pockets not provided with sprinklers shall be deep watered as needed to promote optimum growth.

## **J. Ground Cover Care**

- 1) Ground covers are low growing plants that grow in colonies to form a solid mat over the surface of the ground. The plants give a flat or two-dimensional effect to the landscape, such as, but not limited to arctotheca, gazania, vinca, lonicera, ivy, trachelosperum, and varieties of iceplant.
- 2) Edging and Trimming of Ground Cover:
  - a) Edging and trimming of ground cover areas shall be performed at a minimum of once per month.
  - b) All ground cover adjacent to sidewalks, curbs, mowing strips, or where no improved surface exists, shall be edged in a neat, uniform line.
  - c) All ground cover shall be continually trimmed at the drip line of all shrubs.
  - d) Keep ground cover trimmed back from all utility cabinets, irrigation controller units, valve boxes, quick couplers, or any other appurtenances or fixtures.
  - e) Do not allow ground cover to grow up the trunks of trees, into shrubs, on structures or walls unless directed by the City's Inspector.
  - f) Keep ground cover trimmed back approximately 4 inches from structures, walls, etc.
  - g) Coordinate trimming around base of shrubs/trees with City's Inspector.
  - h) Trimming of ground cover may be required around sprinklers to provide maximum irrigation coverage.
  - i) All clippings and trimmings shall be removed from the work site the same day work is performed and prior to the Contractor vacating the work site.
  - j) After edging or trimming, the Contractor shall sweep clean all adjacent sidewalks or gutters.
  - k) Weeds shall be controlled and not allowed to reach one inch (1") in height. Remove weeds by chemical or mechanical means as approved by the City's Inspector.
- 3) Ground Cover Irrigation: All ground cover areas shall be adequately irrigated to maintain a healthy and attractive appearance. Irrigation run-off and overspray shall be minimized.
- 4) Ground Cover Fertilization:
  - a) The ground cover shall be fertilized three (3) times a year to provide a healthy

and vigorously growing ground cover with horticultural acceptable growth and appearance, as determined by the Director.

- b) Fertilizing shall be performed with a balanced fertilizer, consisting of a 1-1-1 ratio, at a rate of one (1) pound actual Nitrogen per 1,000 square feet.
- c) Contractor shall immediately irrigate after each fertilizer application.
- d) All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application.
- e) Contractor shall notify the Director, in writing, five (5) working days prior to any fertilizer application. This written document shall include the following:
  - Location and exact date the fertilizer application will be performed.
  - Type of fertilizer and method of application to be used.

#### **K. Tree Care**

##### **1) Tree Trimming:**

- a) Contractor shall be responsible for all tree trimming, including the removal of palm fronds and flower stalks, from all trees in the zone from zero (0) up to (15) fifteen feet in height regardless of the total height of the tree.
- b) Contractor shall perform tree pruning once per year to provide a well-groomed, "laced out" appearance for all trees which encourages air movement through the tree canopy.
- c) Contractor shall notify the Director in writing five (5) days prior to any tree pruning, except when pruning is required for public safety.
- d) All trees in the work site shall be maintained in their natural shapes. This work shall be accomplished in a manner which will ensure that each individual tree is trimmed carefully to promote the tree's health and appearance.
- e) All work shall be of the highest quality and performed in accordance with approved professional tree trimming standards.
- f) All trees shall be pruned within 48 hours upon notification to remove or prevent encroachment where it blocks vision or encroaches in any manner deemed undesirable by the Director.
- g) All trees shall be continually maintained free of all dead, diseased and damaged branches back to the point of breaking. Cuts must be made flush with the collar to promote proper healing. Pruning tools shall be adequately sharpened to provide clean cuts and shall be properly sterilized to reduce spread of disease.
- h) All sucker growth is to be removed from trees as it occurs.
- i) Contractor shall maintain all branches which encroach onto sidewalks at a minimum height of ten (10) feet clearance and a minimum fourteen (14) foot clearance for branches which encroach beyond the curb line into the street.
- j) All branches which encroach over private property shall be removed as directed.

- k) Contractor shall not remove or disturb any tree central leader without prior written approval from the Director.
- 2) Tree Staking:
  - a) Contractor shall, at no additional cost to the City, stake and tie all trees which require support.
  - b) Tree stakes shall be pentachlorophenol treated, lodgepole pine not less than eight feet (8') in length. Two (2) tree stakes are required per tree.
  - c) Guide wires where required will be of pliable, zinc-coated ten-gauge wire (three ties per tree), and should have a white P.V.C. sleeve for visibility.
  - d) Trees shall be secured to stakes with cinch ties or equivalent. Contractor shall not use wire and hose.
  - e) Stakes shall not be placed closer than eight (8) inches from the tree trunk.
  - f) Stakes and ties shall be placed so no chafing of bark occurs and shall be checked frequently, and re-tied as necessary, to prevent girdling.
- 3) Tree Replacement:
  - a) Contractor shall be responsible for the complete removal and replacement of trees lost due to the Contractor's faulty maintenance or negligence, as determined by the Director.
    - Replacement shall be made by the worksite Contractor with the kind and size determined by the Director.
    - Where there is a difference in value between the tree lost and the replacement tree, this difference will be deducted from the Contractor's payment.
    - In all cases the value of the trees lost will be determined by the Director, using the latest American Shade Tree Conference guidelines for value determination.
  - b) Downed trees, due to any cause, shall be removed and the stump ground to a depth of 12" and re-filled the same day of identification or notification.
  - c) Trees lost from causes other than the Contractor's negligence shall be replaced by the Contractor as directed by the City's Inspector and will be paid for in accordance with Section "R. CHANGES IN WORK".
- 4) Tree Irrigation:
  - a) All trees shall be adequately irrigated to maintain a healthy and attractive appearance.
  - b) Irrigation run-off and overspray shall be minimized.

#### **L. Disease and Pest Control**

- 1) General:
  - a) Contractor shall practice Integrated Pest Management. This shall involve common-sense practices that use environmentally acceptable methods of



pest control with the least possible hazard to the public, City property, and the environment. Practices shall combine the use of current information on pest life cycles, exclusion, natural enemies, and host resistance.

- b) Contractor shall provide complete control of all plant pests and/ or diseases.
- c) The Contractor shall obtain all necessary licenses and permits to comply with City, County, State and Federal regulations or laws.
- d) Contractor will assume responsibility and liability for the use of all chemical controls.
- e) Pest and disease shall include, but shall not be limited to all insects, mites, other vertebrates, and invertebrates including pocket gophers and squirrels, pathogens and nematodes.
- f) All material use shall be in strict accordance and applied within the most current EPA regulations and the California Food and Agricultural Code.
- g) All areas of the landscape shall be inspected for infestations of pests such as ants, insects, mites, snails, and sow bugs. Plants shall be observed closely for leaves that may be blotched, blighted, deformed, mildewed, rusted, scorched, discolored, defoliated, or wilted.
- h) Contractor shall identify the cause of plant injury and consult a Pest Control Advisor before application of chemical treatments.
- i) Cultural preventive methods shall begin before a pest is visible. At certain times of the year, and with certain environmental conditions, the presence of certain pests can be anticipated. New plant growth shall be monitored for the presence of aphids, leaf hoppers, scale, mealy bugs, and mites. A 10 power magnifying glass is helpful for identifying mites. Evidence of ant activity may be seen in soil, along walks, and trunks of shrubs and trees.
- j) Adult beetles shall be controlled before they lay eggs on bark in the spring. Ongoing inspections are necessary to determine if there is a summer brood.
- k) Snails shall be controlled before becoming epidemic. They can be anticipated as a menace from spring until the advent of high temperatures.
- l) Contractor shall prevent the spread of disease by keeping all cutting edges sterile by dipping in an alcohol or bleach solution after each cut.
- m) Weeds must be removed upon appearance. Selective post-emergent herbicides shall be used to kill weeds without permanent injury to other plants.
- n) Broadleaf weeds in turf shall be removed selectively, without injury to the lawn grass other than slight, temporary discoloration.
- o) Grass weeds in lawns shall be controlled with selective post-emergent herbicides.
- p) Creeping grasses shall be kept out of shrubs and groundcovers.
- q) Weeds not killed with herbicides shall be removed manually. Turf and other desirable plants killed by weeds, chemicals, etc., shall be replaced at the Contractor's expense. All replacements must be made within 7 calendar days after receiving notice from the City.

- r) Contractor shall be responsible for controlling weeds in the cracks and expansion joints of hardscape areas that are contiguous to maintained areas. Weed control in hardscape includes, but is not limited to, curb and gutter areas, sidewalks, sport courts, trails, parking lots, etc.
- 2) Application of Pesticides
- a) City shall be notified prior to the application of pesticides and other chemicals. Pesticide applications shall be recorded on the Maintenance Schedule and coordinated with the City's Inspector. Material Use Reports for all pesticides shall be filed with the City no later than the 10th day of every month for the preceding month.
  - b) Pesticides shall be applied at times which limit the possibility of contamination from climatic or other factors. Early morning application shall be used when possible to avoid contamination from drift. Applicator shall monitor forecast weather conditions to avoid applications prior to inclement weather, to eliminate potential runoff in treated areas.
  - c) Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities of which the area is capable of absorbing without excessive runoff.
  - d) Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the State of California Food and Agricultural Code or EPA regulations.
  - e) Spray equipment shall be in good operating condition, quality, and design to efficiently apply materials to the target area. Spray drift from pesticide applications shall be minimized.
  - f) Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the City's Inspector.
  - g) THERE SHALL BE NO APPLICATION OF A PESTICIDE WITHOUT WRITTEN PERMISSION FROM THE CITY.
- 3) Certification of Materials:
- a) All materials shall be transported to the site in original containers. Materials shall be subject to inspection by the City's Inspector.
  - b) The State of California Agricultural Code requires that pesticides and/or chemicals may be used only after a written recommendation by a State of California Licensed Pest Control Advisor is obtained, with a copy forwarded to the City's Inspector prior to chemical usage. These recommendations shall be updated on a yearly basis. A recommendation consists of all the information the applicator should know for accurate and safe usage. The recommendation must be time and site specific.
  - c) If a Restricted Use Pesticide is recommended, a use permit issued by the County of San Bernardino Agricultural Commissioner must be provided to the

City.

- d) All pesticides shall be applied only by an operator possessing a California state issued Qualified Applicator's License or a Qualified Applicator's Certificate.

#### **M. Green Waste Disposal**

- 1) Green waste shall be defined as tree and shrubbery trimmings, grass, weeds, leaves, woodchips and other garden organic materials.
- 2) Contractor shall be responsible for recycling all green waste generated from their contract performance.
- 3) Contractor shall have the duty to keep all green waste from being contaminated to an extent it no longer can be recycled.
- 4) Contractor shall deliver all green waste to a city approved reclamation site, for the purposes of recycling.
- 5) Contractor shall submit a monthly report identifying the weight and/or volume of green waste recycled during the preceding month. Payment of maintenance invoice will not be made until green waste monthly report is completed and received by the Director.
- 6) No debris will be allowed to remain at the end of the workday. (Failure to remove and dispose of debris shall result in a liquidated damages charge of \$100 to be deducted from the Contractor's payment.)
- 7) All debris must be separated into green waste, recyclables, and other waste to minimize contamination and be disposed of in the appropriate locations. (Failure to separate and dispose of debris appropriately shall result in a liquidated damages charge of \$100 to be deducted from the Contractor's payment.)

#### **N. General Clean-up**

- 1) Litter/Debris Removal. All areas in the work sites shall be kept free of, but not limited to, the following items: bottles, glass, cans, paper, cardboard, metallic items, and other debris. In addition, dog feces are also to be removed from the walkways, turf or ground cover, parking lot areas, hardscape and decomposed granite areas. Contractor shall promptly remove from the work area, all debris generated by their performance.
- 2) Policing of Areas.
  - a) For the Pacific Electric Trail, the Contractor shall ensure the maintained areas are policed and have trash, litter, and debris removed by 10:00 AM daily.
  - b) For all landscaped parkways, the Contractor shall ensure the maintained areas are policed and have trash removed, at a minimum, of once per week, or when directed by the City's Inspector.
- 3) Curb and Gutter Maintenance. The Contractor is responsible for removal of all litter and debris, as well as removal of weeds and grass growing in and around the curb and gutter area including the face and opening of any on-street catch basins or through curb drain structures The Contractor are responsible to insure

the roadway is cleared of all dirt and debris within four (4) feet of the curb and gutter in all areas adjacent to maintenance responsibilities. Contractor shall physically remove litter and debris from the curb and gutter by broom sweeping and pick-up. Litter and debris shall not be swept or blown into street or catch basins.

- 4) Walkway Maintenance. Walkways shall be cleaned immediately following mowing and edging and cleaned by use of power sweeping or blower equipment as per the schedule. This includes removal of all foreign objects from surfaces such as gum, glass, dog feces, and grease. All walkway cracks and expansion joints shall be maintained weed and grass free at all times.
- 5) Drain Maintenance. All on-site drains and catch basins shall be kept free of siltation and debris at all times. All v-ditches and drainage areas shall be kept clean and edged regularly by the Contractor. Silt and debris shall be removed by hand or mechanical means and properly disposed of by the Contractor in a manner approved by the City.
- 6) Removal of Leaves. Accumulation of leaves shall be removed as required.
- 7) Removal of Damaged Plant Material. All dead, damaged, declining, hazardous or broken plant material (Trees, shrubs, vines, ground cover, turf), whether a result of the Contractor negligence or an Act of God shall be removed by the Contractor at no additional cost to the City.
- 8) All trash, litter and debris shall be removed and disposed of on a daily basis and as requested by the City's Inspector.
- 9) Contractor shall be responsible for the upkeep and cleanliness of the City's onsite trash enclosures. This includes removal and disposal of illegally dumped debris inside of and around the exterior of the enclosures whenever scheduled services are provided, and when requested by the City's Inspector. Any hazardous materials found in the trash enclosures must be left in place and reported immediately to the City's Inspector.
- 10) Trash cans provided by the City shall be emptied daily. Trash cans shall be cleaned inside and out at least once per week or as directed by the City's Inspector. All lids and City logos must be wiped clean at time of services or as requested by the City's Inspector.
- 11) Trash can liners shall be replaced at the time of service. Contractor shall provide liners at the Contractor's expense. Liner size shall be no smaller than 36" by 58". Liner thickness shall be no less than 1.5 mil.
- 12) All sidewalks, trails, pathways, sports courts, parking lots, and hardscape areas contiguous to City landscape areas shall be swept, cleaned or hosed down daily, if necessary, to remove glass, sand/dirt, leaves, pine needles or any other debris that is hazardous to foot traffic or the intended use of the area.

## **O. Lighting Inspection**

All security lighting and monument lighting systems shall be inspected for vandalism, safety hazards, and serviceability on a monthly basis. Deficiencies shall be reported in writing immediately to the City's Inspector.

## **P. Compliance with NPDES**

The Contractor shall comply with all applicable requirements of the National Pollution Discharge Elimination System (NPDES) Best Management Practices (BMP) as established and adopted by the City under the City's Municipal Code, San Bernardino County MS4 Permit, or General Industrial Permit as applicable. The Contractor shall not permit any trash, debris, vegetative trimmings, fugitive soils or organic materials to be discharged through sweeping, blowing or other means to any street, gutter, drainage structure, storm drain or waterway, flowing or not. Contractor is encouraged to meet with the City's NPDES Coordinator to identify available and appropriate BMPs prior to commencing work.

## **Q. Decomposed Granite (DG) Care**

The Contractor shall rake and level all DG areas at a minimum of twice per month. This shall include removal of debris, weeds, and litter. Rake and level area to half inch below all hardscape, mowing curbs, and walkways.

**Performance on Schedule: The Contractor will be provided the latitude to establish work schedules that correspond to its manpower and equipment resources. The Contractor will also be provided the opportunity to implement procedures for adjusting those schedules to meet special circumstances. The City's Inspector must approve all schedules and changes and such approved schedules shall consider the needs of the various leagues, and organizations that use the facilities. Therefore, all work shall be completed on the day scheduled (as shown on the approved schedule). Failure to complete this work shall result in a liquidated damages charge of \$100 per incident to be deducted from the Contractor's payment.**

- 1) Deficient Performance: The Contractor shall be notified both verbally and in writing each time performance is considered to be non-satisfactory and corrective action is necessary. The Contractor shall complete corrective action within one (1) hour of notification. Failure to completely clean up a site according to the schedule and these specifications will constitute deficient performance.

## **R. CHANGES IN WORK**

The City reserves the right to direct the Contractor to solicit competitive Bids for Extra Work. If required by the City, the Contractor shall obtain competitive Bids from Subcontractors acceptable to Contractor and shall deliver such Bids to the City who will then determine which Bids will be accepted.

Any request by the Contractor to change the Contract Price to include the price of Extra Work shall be by written notice to the City and shall include itemized estimates. The Contractor's itemized estimates shall detail all applicable elements of price e.g., labor and payroll costs, quantities, crew composition, production rates, material costs, Subcontractor and Supplier costs, equipment costs, and supplemental costs. If the Contractor's request to change the Contract Price arises from changes in the Schedule affecting all or part of the Project, or if the Contractor seeks a change in the Contract Time, the Contractor's request shall include the analysis required by 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK."

## EXHIBIT "B"

### SCHEDULE OF PERFORMANCE

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Inland Empire Landscape, Inc. will assign full-time employees to work daily at LMD, Parkways & Median Islands Landscaping & Ground Maintenance.

#### **Work Schedule**

- 1) Time to Complete Work: Contractor shall begin work and shall proceed with all reasonable dispatch to completion. The Contractor will be required to maintain all areas in accordance with the technical specifications. Work must be completed inconsecutive days. Inclement weather may result in the cancellation of certain landscape maintenance services only if the City Inspector or designate determines that there was insufficient time available for the services described to be performed.
- 2) The Contractor shall accomplish all normal landscape maintenance required under this contract between the hours of 7:00 AM and 6:00 PM, Monday through Friday. Exceptions may be made to normal working hours, where incidences of use may be too great during the hours specified to allow for proper maintenance. The Director may grant, on an individual basis, permission to perform contract maintenance at other hours. No maintenance functions that generate excess noise which would cause annoyance to residents of any area shall be commenced before 8:00 AM. The Contractor shall establish a schedule of routine work to be followed in the performance of this contract.
- 3) The Contractor shall submit to the Public Works Department a weekly detailed job schedule, time sheet, names and titles of all persons working on the project within ten (10) days after the start of the maintenance contract. Materials and/or chemicals to be used on any site shall be approved by the Director or his representative. The Director shall be notified within five (5) working days of any deviation from this schedule or material usage.
- 4) The Contractor shall maintain and keep current a report form that records all on-going, seasonal, and additional work maintenance functions performed on a daily basis by the Contractor's personnel. Said report shall be in a form and content acceptable to the Director and shall be submitted to the Director upon request.

Crew leaders will be assigned to complete all work tasks as indicated on the Technical Specifications under the Scope of Work which are but not limited to: turf mowing, edging, trimming, turf fertilize.

- (3x per year), weed control, shrubs pruning.
- (1x per month), shrub fertilize.
- (3x per year), vine care, ground cover trimming and edging.
- (1x per month), ground cover fertilize.
- ( 3x per year), tree care, disease and pest control, green waste disposal, general clean-up litter/ debris removal (bottles, glass, cans, paper, cardboard ,metallic items, dog feces removed from ( walkways, turf or ground cover, parking lots/,hardscape, and DG areas).

- (daily) Trash cans shall be cleaned and emptied, curb and gutter, walkways, drains, sidewalks, pathways, parking lots daily clean up, trail daily clean up, decompose granite, Lighting Inspection, and Graffiti will need to be reported to City Inspector immediately.
- (daily) Irrigation Technicians will be visiting all areas to inspect that all irrigation systems are working properly, not vandalized and/or damaged.
- (weekly) irrigation inspection will be scheduled, and an inspection report will be submitted to City staff monthly. Irrigation Techs will be responsible to check and repair any of the following: loose fittings, packing nuts, flushing sprinkler heads, pipes, nozzles, valves, filters, strainers, back flow devices, adjust sprinkler heads, anti-drain valves, pressure regulators, lubricating controllers, cleaning drip emitters, manual or battery operated irrigation controllers, filters, strainers, irrigation clamps, quick couplers, electrical wiring from controller to solenoid valve, emitters, valve boxes, risers, and any miscellaneous material.
- Mainline breaks will be scheduled to be repaired within 2 hours of notification and all other irrigation repairs within a 24-hour period.

NOTE: THE DIRECTOR HAS THE AUTHORITY TO CANCEL SCHEDULED MOWING CYCLES ON A WEEK-TO-WEEK BASIS. THE CANCELLATION WILL BE BASED UPON NEED AND PREVAILING WEATHER CONDITIONS.

**EXHIBIT "C"**

**COMPENSATION**

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**LANDSCAPE MAINTENANCE DISTRICT NO. 1  
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES  
REQUEST FOR BIDS NO. 23-032**

<b>LMD #1 ANNEXATION ZONE</b>	<b>LUMP SUM BID (PER MONTH)</b>	<b>ANNUAL COST</b>
Annexation #1A	\$ 126.00	\$ 1,512.00
Annexation #1	\$ 145.00	\$ 1,740.00
Annexation #2	\$ 167.00	\$ 2,004.00
Annexation #3	\$ 106.00	\$ 1,272.00
Annexation #4	\$ 80.00	\$ 960.00
Annexation #5	\$ 128.00	\$ 1,536.00
Annexation #6	\$ 97.00	\$ 1,164.00
Annexation #7	\$ 296.00	\$ 3,552.00
Annexation #8	\$ 79.00	\$ 948.00
Annexation #9	\$ 208.00	\$ 2,496.00
Annexation #10	\$ 79.00	\$ 948.00
Annexation #15	\$ 353.00	\$ 4,236.00
Annexation #16	\$ 67.00	\$ 804.00
Annexation #17	\$ 81.00	\$ 972.00
Annexation #18	\$ 363.00	\$ 4,356.00
Annexation #19	\$ 74.00	\$ 888.00
Annexation #20	\$ 181.00	\$ 2,172.00
<b>LMD 1 BID SCHEDULE PAGE 1 TOTAL</b>		<b>\$ 31,560.00</b>

Name of Bidder: Inland Empire Landscap, Inc.



**LANDSCAPE MAINTENANCE DISTRICT NO. 1 MAINTENANCE SERVICES**

<b>LMD #1 ANNEXATION ZONE</b>	<b>LUMP SUM BID (PER MONTH)</b>	<b>ANNUAL COST</b>
Annexation # 21	\$ 286.00	\$ 3,432.00
Annexation # 22	\$ 124.00	\$ 1,488.00
Annexation # 23	\$ 63.00	\$ 756.00
Annexation # 24	\$ 260.00	\$ 3,120.00
Annexation # 25	\$ 140.00	\$ 1,680.00
Annexation # 26	\$ 130.00	\$ 1,560.00
Annexation # 28	\$ 239.00	\$ 2,868.00
Annexation # 29	\$ 364.00	\$ 4,368.00
Annexation # 30	\$ 124.00	\$ 1,488.00
Annexation # 31	\$ 172.00	\$ 2,064.00
Annexation # 32	\$ 126.00	\$ 1,512.00
Annexation # 33A	\$ 103.00	\$ 1,236.00
Annexation # 33B	\$ 267.00	\$ 3,204.00
Annexation # 34	\$ 353.00	\$ 4,236.00
Annexation # 35	\$ 62.00	\$ 744.00
Annexation # 36	\$ 206.00	\$ 2,472.00
Annexation # 37	\$ 210.00	\$ 2,520.00
<b>LMD 1 BID SCHEDULE PAGE 2 TOTAL</b>		<b>\$ 38,748.00</b>

**LANDSCAPE MAINTENANCE DISTRICT NO. 1 MAINTENANCE SERVICES**

<b>LMD #1 ANNEXATION ZONE</b>	<b>LUMP SUM BID (PER MONTH)</b>	<b>ANNUAL COST</b>
<b>Annexation # 38</b>	<b>\$ 108.00</b>	<b>\$ 1,296.00</b>
<b>Annexation # 39</b>	<b>\$ 258.00</b>	<b>\$ 3,096.00</b>
<b>Annexation # 40</b>	<b>\$ 211.00</b>	<b>\$ 2,532.00</b>
<b>Annexation # 41</b>	<b>\$ 92.00</b>	<b>\$ 1,104.00</b>
<b>Annexation # 42</b>	<b>\$ 194.00</b>	<b>\$ 2,328.00</b>
<b>Annexation # 43</b>	<b>\$ 230.00</b>	<b>\$ 2,760.00</b>
<b>Annexation # 44A (Cedar)</b>	<b>\$ 125.00</b>	<b>\$ 1,500.00</b>
<b>Annexation # 44B (Merrill)</b>	<b>\$ 73.00</b>	<b>\$ 876.00</b>
<b>Annexation # 45</b>	<b>\$ 258.00</b>	<b>\$ 3,096.00</b>
<b>Annexation # 46</b>	<b>\$ 59.00</b>	<b>\$ 708.00</b>
<b>Annexation # 47</b>	<b>\$ 61.00</b>	<b>\$ 732.00</b>
<b>Annexation # 48</b>	<b>\$ 419.00</b>	<b>\$ 5,028.00</b>
<b>Annexation # 49</b>	<b>\$ 62.00</b>	<b>\$ 744.00</b>
<b>Annexation # 50</b>	<b>\$ 115.00</b>	<b>\$ 1,380.00</b>
<b>Annexation # 51</b>	<b>\$ 149.00</b>	<b>\$ 1,788.00</b>
<b>Annexation # 52</b>	<b>\$ 671.00</b>	<b>\$ 8,052.00</b>
<b>Annexation # 53</b>	<b>\$ 62.00</b>	<b>\$ 744.00</b>
<b>LMD 1 BID SCHEDULE PAGE 3 TOTAL:</b>		<b>\$ 37,764.00</b>

**LANDSCAPE MAINTENANCE DISTRICT NO. 1 MAINTENANCE SERVICES**

<b>LMD #1 ANNEXATION ZONE</b>	<b>LUMP SUM BID (PER MONTH)</b>	<b>ANNUAL COST</b>
Annexation # 54	\$ 153.00	\$ 1,836.00
Annexation # 55	\$ 46.00	\$ 552.00
Annexation # 56	\$ 149.00	\$ 1,788.00
Annexation # 57	\$ 233.00	\$ 2,796.00
Annexation # 58	\$ 88.00	\$ 1,056.00
Annexation # 59	\$ 59.00	\$ 708.00
Annexation # 60	\$ 82.00	\$ 984.00
Annexation # 61	\$ 74.00	\$ 888.00
Annexation # 62	\$ 144.00	\$ 1,728.00
Annexation # 63	\$ 50.00	\$ 600.00
Annexation # 64	\$ 111.00	\$ 1,332.00
Annexation # 65	\$ 86.00	\$ 1,032.00
Annexation # 66	\$ 42.00	\$ 504.00
Annexation # 67	\$ 66.00	\$ 792.00
Annexation # 68	\$ 50.00	\$ 600.00
Annexation # 69	\$ 129.00	\$ 1,548.00
Annexation # 70	\$ 90.00	\$ 1,080.00
<b>LMD 1 BID SCHEDULE PAGE 4 TOTAL</b>		<b>\$ 19,824.00</b>

**LANDSCAPE MAINTENANCE DISTRICT NO. 1 MAINTENANCE SERVICES**

<b>LMD #1 ANNEXATION ZONE</b>	<b>LUMP SUM BID (PER MONTH)</b>	<b>ANNUAL COST</b>
<b>Annexation # 71</b>	<b>\$ 72.00</b>	<b>\$ 864.00</b>
<b>Annexation # 72</b>	<b>\$ 193.00</b>	<b>\$ 2,316.00</b>
<b>Annexation # 73</b>	<b>\$ 260.00</b>	<b>\$ 3,120.00</b>
<b>Annexation # 74</b>	<b>\$ 145.00</b>	<b>\$ 1,740.00</b>
<b>Annexation # 75</b>	<b>\$ 137.00</b>	<b>\$ 1,644.00</b>
<b>Annexation # 76</b>	<b>\$ 81.00</b>	<b>\$ 972.00</b>
<b>Annexation # 77</b>	<b>\$ 459.00</b>	<b>\$ 5,508.00</b>
<b>Annexation # 78</b>	<b>\$ 140.00</b>	<b>\$ 1,680.00</b>
<b>Annexation # 79</b>	<b>\$ 62.00</b>	<b>\$ 744.00</b>
<b>Annexation # 80</b>	<b>\$ 2,392.00</b>	<b>\$ 28,704.00</b>
<b>Annexation # 81</b>	<b>\$ 43.00</b>	<b>\$ 516.00</b>
<b>Annexation # 82</b>	<b>\$ 49.00</b>	<b>\$ 588.00</b>
<b>Annexation # 83</b>	<b>\$ 121.00</b>	<b>\$ 1,452.00</b>
<b>Annexation # 84</b>	<b>\$ 85.00</b>	<b>\$ 1,020.00</b>
<b>Annexation # 85</b>	<b>\$ 54.00</b>	<b>\$ 648.00</b>
<b>Annexation # 86</b>	<b>\$ 56.00</b>	<b>\$ 672.00</b>
<b>Annexation # 87</b>	<b>\$ 317.00</b>	<b>\$ 3,804.00</b>
<b>LMD 1 BID SCHEDULE PAGE 5 TOTAL</b>		<b>\$ 56,022.00</b>

**LANDSCAPE MAINTENANCE DISTRICT NO. 1 MAINTENANCE SERVICES**

<b>LMD #1 ANNEXATION ZONE</b>	<b>LUMP SUM BID (PER MONTH)</b>	<b>ANNUAL COST</b>
<b>Annexation # 88</b>	<b>\$ 280.00</b>	<b>\$ 3,360.00</b>
<b>Annexation # 91</b>	<b>\$ 125.00</b>	<b>\$ 1,500.00</b>
<b>Annexation # 92</b>	<b>\$ 90.00</b>	<b>\$ 1,080.00</b>
<b>Annexation # 95</b>	<b>\$ 491.00</b>	<b>\$ 5,892.00</b>
<b>Annexation # 96</b>	<b>\$ 61.00</b>	<b>\$ 732.00</b>
<b>Annexation # 97</b>	<b>\$ 95.00</b>	<b>\$ 1,140.00</b>
<b>Annexation # 100</b>	<b>\$ 495.00</b>	<b>\$ 5,940.00</b>
<b>Annexation # 101</b>	<b>\$ 67.00</b>	<b>\$ 804.00</b>
<b>Annexation # 102</b>	<b>\$ 47.00</b>	<b>\$ 564.00</b>
<b>Annexation # 103</b>	<b>\$ 112.00</b>	<b>\$ 1,344.00</b>
<b>Annexation # 105</b>	<b>\$ 153.00</b>	<b>\$ 1,836.00</b>
<b>Annexation # 106</b>	<b>\$ 58.00</b>	<b>\$ 696.00</b>
<b>Annexation # 107</b>	<b>\$ 54.00</b>	<b>\$ 648.00</b>
<b>Annexation # 109</b>	<b>\$ 188.00</b>	<b>\$ 2,256.00</b>
<b>Annexation # 110</b>	<b>\$ 159.00</b>	<b>\$ 1,908.00</b>
<b>Annexation # 111</b>	<b>\$ 51.00</b>	<b>\$ 612.00</b>
<b>Annexation # 112</b>	<b>\$ 218.00</b>	<b>\$ 2,616.00</b>
<b>LMD 1 BID SCHEDULE PAGE 6 TOTAL</b>		<b>\$ 32,928.00</b>

**LANDSCAPE MAINTENANCE DISTRICT NO. 1 MAINTENANCE SERVICES**

<b>LMD #1 ANNEXATION ZONE</b>	<b>LUMP SUM BID (PER MONTH)</b>	<b>ANNUAL COST</b>
<b>Annexation # 113</b>	<b>\$ 77.00</b>	<b>\$ 924.00</b>
<b>Annexation # 115</b>	<b>\$ 155.00</b>	<b>\$ 1,860.00</b>
<b>Annexation # 116</b>	<b>\$ 1,031.00</b>	<b>\$ 12,372.00</b>
<b>Annexation # 117</b>	<b>\$ 176.00</b>	<b>\$ 2,112.00</b>
<b>Annexation # 118 Riverside/Locust</b>	<b>\$ 120.00</b>	<b>\$ 1,440.00</b>
<b>Annexation # 119 (Live Oak/Riverside)</b>	<b>\$ 112.00</b>	<b>\$ 1,344.00</b>
<b>Annexation # 121 (Alder/Casa Grande)</b>	<b>\$ 51.00</b>	<b>\$ 612.00</b>
<b>LMD 1 BID SCHEDULE PAGE 7 TOTAL</b>		<b>\$ 20,664.00</b>

<b>LMD #2 ANNEXATION ZONE</b>	<b>LUMP SUM BID (PER MONTH)</b>	<b>ANNUAL COST</b>
PPD# 2018-0005 SW Walnut Ave & Alder Ave	\$ 319.00	\$ 3,828.00
Tract # 18827/PPD# 2019-0041 Idyllwild Ave & Spruce Ave	\$ 333.00	\$ 3,996.00
Tract # 17708 Acacia Ave & Carter St	\$ 172.00	\$ 2,064.00
PPD# 2018-0047 Valley Blvd East of Lilac Ave	\$ 115.00	\$ 1,380.00
PPD# 2020-0004 NE Yucca Ave & Merrill Ave	\$ 108.00	\$ 1,296.00
Tract # 19930 Sandalwood Ave & Jacaranda Court	\$ 149.00	\$ 1,788.00
PPD# 2018-0072 Randall Ave & Alice Ave	\$ 89.00	\$ 1,068.00
PPD# 2017-0040 Date St & Cameron Way	\$ 132.00	\$ 1,584.00
PPD# 2018-0062 Century Communities Foothill Blvd	\$ 312.00	\$ 3,744.00
PPD# 2018-0041 SW Ayala Ave & Casmalia Ave	\$ 326.00	\$ 3,912.00
PPD# 2382 Woodland Pallets Willow Ave	\$ 260.00	\$ 3,120.00
PPD# 2018-0105 Rialto Shopping Center Foothill Blvd	\$ 582.00	\$ 6,984.00
PPD# 2019-0010 SW San Bernardino Ave & Willow Ave	\$ 195.00	\$ 2,340.00
PPD# 2018-0104 SW Casmalia Ave & Locust Ave	\$ 548.00	\$ 6,576.00
PPD# 2017-0079 B&B Properties Locust Ave & Casmalia Ave	\$ 464.00	\$ 5,568.00
PPD# 2018-0084 Ayala Dr & Fitzgerald	\$ 100.00	\$ 1,200.00
Cactus Ave Florence Ave	\$ 157.00	\$ 1,884.00
1495 N Tamarind Ave	\$ 305.00	\$ 3,660.00
NW Locust Ave & Vineyard Ave	\$ 257.00	\$ 3,084.00
PPD# 2018-0020 Casmalia SE Corner of Linden Ave	\$ 1,159.00	\$ 13,908.00
PPD# 2415 Crestwood Homes	\$ 175.00	\$ 2,100.00

PPD# 2017-0102 Renaissance Bldg 4 NW Corner Miro Way/Linden	\$ 850.00	\$ 10,200.00
PPD# 2502 Alder Industrial Alder/Miro Way	\$ 142.00	\$ 1,704.00
PPD# 2335 Thrifty Oil	\$ 520.00	\$ 6,240.00
PPD# 2428 Linden Ave to Ayala Parkways medians to property line	\$ 5,072.00	\$ 60,864.00
2017-006 Renaissance Pkwy East side exiting Pkwy medians from Ayala	\$ 1,087.00	\$ 13,044.00
PPD# 2453 Renaissance Pkwy & Alder Medians Pkwy Palmetto	\$ 1,329.00	\$ 15,948.00
PPD# 2444 Serrano 33 Tract 20009 Willow/Bloomington SW Corner	\$ 542.00	\$ 6,504.00
PPD# 2400 I210 Logistic III NEC Baseline/Alder	\$ 1,687.00	\$ 20,244.00
PPD# 2502 Renaissance Medians Locust & Linden	\$ 608.00	\$ 7,296.00
PPD# 2460 I 210 Logistics IV	\$ 1,084.00	\$ 13,008.00
PPD# 2428 BLD# 5 Amazon North	\$ 1,793.00	\$ 21,516.00
PPD# 2503 BLD# 6 Amazon South	\$ 1,183.00	\$ 14,196.00
Walmart – Riverside Medians	\$ 607.00	\$ 7,284.00
<b>LLMD 2 BID SCHEDULE PAGE 1 TOTAL</b>		<b>\$ 273,132.00</b>



PPD# 2398 Shaw Properties Baseline/Laurel	\$ 465.00	\$ 5,580.00
PPD# 2363 Niagara Bottling LLC	\$ 1,281.00	\$ 15,372.00
PPD# 2365 Medline Industries Inc	\$ 1,190.00	\$ 14,280.00
PPD# 2458 Monster Beverage Warehouse	\$ 958.00	\$ 11,496.00
Blackmon Homes: Cedar & Nicholas Pkwy	\$79.00	\$ 948.00
PPD# 2445 Tract# 19916 W Camalia St N Spruce Ave	\$ 537.00	\$ 6,444.00
PPD# 2409 State Pipeline NWC Locust and Camalia	\$ 1,019.00	\$ 12,228.00
PPD# 2017-0066 Renaissance Pkwy East side exiting Pkwy	\$ 1,111.00	\$ 13,332.00
PPD# 2328 Riverside Median Rialto Apartment (606 S Riverside Ave)	\$ 322.00	\$ 3,864.00
PPD# 2441 I-210 Logistics (NW Corner alder/Walnut)	\$ 225.00	\$ 2,700.00
Tract 16308 (Blackmon Homes) Cedar Ave. at Wildflower St.	\$83.00	\$ 996.00
Tract 16422 (Escrow Street) Linden Ave. at Summit St.	\$ 76.00	\$ 912.00
Tract 16517 (Walton Development) Pepper Ave. at Meridian Ave.	\$ 65.00	\$ 780.00
Tract 16625 (Pacific Grove) Persimmon St. (Locust Ave. to Maple Ave.)	\$67.00	\$ 804.00
Tract 18549 (Elm Park) (Cactus Ave. at Base Line Rd.)	\$388.00	\$ 4,656.00
Tract 16764 (Pacific Homes) Linden Ave. at McWethy Ave.	\$ 60.00	\$ 720.00
Tract 16708 (Rialto Heights) Landscape Slope at Frisbie Park	\$ 348.00	\$ 4,176.00
Target Center Casa Grande Dr. at Alder Ave.	\$ 3,422.00	\$ 41,064.00
Opus Logistic Center Riverside Ave. at Resource Dr.	\$ 147.00	\$ 1,764.00
Tract 16813 (Tudor Plaza) Foothill Blvd. (Cedar Ave. to Larch Ave.)	\$ 147.00	\$ 1,764.00
Tract 17219 (Crestwood Communities) Merrill Ave. at Linden Ave.	\$ 147.00	\$ 1,764.00
Tract 17220 (Walton – 26) Pepper Ave. at Etiwanda Ave.	\$ 147.00	\$ 1,764.00
<b>LMD 2 BID SCHEDULE PAGE 2 TOTAL</b>		<b>\$ 147,408.00</b>

Tract 17511 (Frontier Enterprises) Summit Street at Maple Avenue	\$ 392.00	\$ 4,704.00
Tract 18794 (Spruce Homes) Merrill Avenue at Spruce Avenue	\$ 86.00	\$ 1,032.00
Golden Bear (Target) Renaissance Parkway Laurel Avenue	\$ 947.00	\$ 11,364.00
Tract 18916 (Panattoni) Baseline Road at Locust Avenue	\$ 649.00	\$ 7,788.00
In-N-Out Burger Development (Riverside Avenue at Easton Street)	\$ 280.00	\$ 3,360.00
I-210 Logistic Center East of Locust Avenue	\$ 940.00	\$ 11,280.00
DCT Renaissance Parkway and Locust	\$ 906.00	\$ 10,872.00
CAPROCK Partners PPD 2290 Casmalia/ Linden Avenue	\$ 509.00	\$ 6,108.00
Alere Project Riverside Avenue and Jurupa Median	\$ 125.00	\$ 1,500.00
Tract 2283 Panattoni Logistic #2 Linden to Maple Median Parkway (10 Month)	\$ 855.00	\$ 10,260.00
Parcel Map No. 19463 (Panattoni) Baseline Road and Locust Avenue	\$ 649.00	\$ 7,788.00
Ayala Median and Parkway between Baseline and Renaissance Pkwy	\$ 547.00	\$ 6,564.00
PPD 2435 Locust I-210 Building	\$ 287.00	\$ 3,444.00
PPD 2018-0078 NWC Baseline/Tamarind	\$ 395.00	\$ 4,740.00
PPD 2018-0025 NWC Baseline/Alder	\$ 752.00	\$ 9,024.00
PPD 2019-0021 2644 W Baseline	\$ 421.00	\$ 5,052.00
PPD 2018-0015 NEC Acacia/Randall	\$ 252.00	\$ 3,024.00
PPD 2018-0038 NEC Willow/Santa Ana	\$ 715.00	\$ 8,580.00
PPD 2018-0070 NWC Agua Mansa/Enterprise Dr	\$ 156.00	\$ 1,872.00
<b>LMD 2 BID SCHEDULE PAGE 3 TOTAL</b>		<b>\$ 118,356.00</b>

**MEDIANS AND PARKWAYS LANDSCAPE AND GROUNDS MAINTENANCE  
SERVICES**

LOCATION	LUMP SUM BID (PER MONTH)	ANNUAL COST
Cedar Reservoir (2610 N. Cedar Ave.)	\$ 62.00	\$ 744.00
Easton Reservoir (140 W. Easton Ave.)	\$ 54.00	\$ 648.00
Pepper Ave. Parkways (Winchester Ave. to SR-210)	\$ 968.00	\$ 11,616.00
Pacific Electric Inland Empire Trail	\$ 4,264.00	\$ 51,168.00
Agua Mansa Rd Median (West of Riverside Ave.)	\$ 124.00	\$ 1,488.00
Riverside Ave. Median (South of Agua Mansa Rd.)	\$ 104.00	\$ 1,248.00
Riverside Ave. Medians, including parking lot on the N/E corner (Foothill Blvd. to First St.)	\$ 479.00	\$ 5,748.00
Rialto Metrolink Parking Lot North	\$ 198.00	\$ 2,376.00
Rialto Metrolink Parking Lot South (Bonnieview)	\$ 317.00	\$ 3,804.00
Riverside Ave. Median and Downtown Parkway (First St. to Bonnie View Dr.)	\$ 442.00	\$ 5,304.00
Bloomington Ave. Median (Riverside Ave. to San Bernardino Ave.)	\$ 1,404.00	\$ 16,848.00
North/South Side Base Line Rd. Parkways (Sycamore Ave. to Acacia Ave.)	\$ 164.00	\$ 1,968.00
Riverside Ave. Median (South of Merrill Ave.)	\$ 78.00	\$ 936.00
Foothill Blvd. Median (Linden Ave. to Cedar Ave.)	\$ 51.00	\$ 612.00
Cedar Ave. Median (North of Merrill Ave.)	\$ 51.00	\$ 612.00
	\$	\$
	\$	\$
	\$	\$
<b>MEDIAN AND PARKWAYS BID SCHEDULE PAGE 1 TOTAL</b>		<b>\$ 105,120.00</b>

### SCHEDULE OF PRICING – EXTRA SERVICES

<b>I. TURF REMOVAL</b>	\$ 0.04	/sf
1. Mowing	0.02	
2. Mowing open space/park area	\$ 0.02	/sf
3. Edge & Trim	\$ 675.00	/ac
4. Fertilization	\$ 0.02	/sf
5. Aerification/ Aeration min. 5" depth	\$ 850.00	/ac
6. Thatching	\$ 850.00	/ac
7. Weed Control (Removal & Chemical Spray)	\$ 48.00	/hr
8. Pest Control	\$ 48.00	/hr
<b>II. PLANT MATERIAL (INSTALLED)</b>		
1. Annual Color (4" container)	\$ 4.00	each
2. Ground Cover	\$ 38.00	/flat
3. One (1) Gallon	\$ 11.50	each
4. Five (5) Gallon	\$ 25.00	each
5. Fifteen (15) Gallon shrubs	\$ 120.00	each
6. Fifteen (15) Gallon trees	\$ 150.00	each
7. 24" box tree	\$ 350.00	each
8. Seeded Turf	\$ 0.25	/sf
9. Sodded Turf	\$ 1.50	/sf
<b>III. IRRIGATION MAINTENANCE</b>		
1. Minor Repairs (sprinkler repair & lateral line)	\$ 48.00	/hr
2. Major Repairs (electrical, mainline, RCV valve)	\$ 48.00	/hr
<b>IV. OTHER EXTRA SERVICES</b>		
1. Concrete Mowing Curb 6" x 6" 3/8 Rebar	\$ 12.00	/lf
2. Turf removal, 3" from curb, sidewalk and hardscape	\$ 1.10	/sf
3. Compacted & install 2" stabilize decomposed granite	\$ 2.50	/sf
4. River rock cobble stone installation with mortar base	\$ 13.00	/sf

Name of Bidder: Inland Empire Landscape, Inc.

Should the City in its sole discretion elect to exercise the option to extend this agreement for an additional one (1) year period, the Parties shall negotiate pricing for such period prior to commencement of the additional one (1) year period. Negotiated price increasing during the additional one (1) year period shall not exceed the percentage change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Riverside, San Bernardino, Ontario, CA" (CPI) for the most recent twelve months for which statistics are available. This method of price negotiation shall, apply to each extension period exercised.

## **EXHIBIT “D”**

### **REPRESENTATIVES**

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#### **CITY’S REPRESENTATIVE**

City of Rialto  
Maintenance & Facilities Department  
Attn: Mike Orona, Deputy Director of Maintenance & Facilities  
150 S. Palm Avenue  
Rialto, CA 92376  
Phone: 909-820-2605  
Email Address: morona@rialtoca.gov

#### **CONTRACTOR’S REPRESENTATIVE**

Inland Empire Landscape, Inc.  
Attn: Joel Ibarra  
202 E. Airport Drive, Suite 100  
San Bernardino, CA 92408  
Phone: 909-473-9066  
Email Address: Joel@ielandscape.com

**EXHIBIT “E”**

**BONDS REQUIRED**

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**NO BONDS REQUIRED**

## EXHIBIT "F"

### INSURANCE REQUIREMENTS FOR CITY OF RIALTO

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**The City requires a certificate of insurance, including an underwriter's endorsement, prior to commencement of the Services.**

**The insurance policies are to include additional endorsements that contain the following provisions:**

1. That the City of Rialto and its respective elected officials, officers, employees, agents and representatives are additional insureds under the policy;
2. The policies are primary and non-contributory to any insurance that may be carried by City;
3. The City is entitled to thirty (30) days' prior written notice of cancellation, material reduction, or non-renewal of the policy or policies.
4. The insurance shall be carried only by responsible insurance companies that have rated "A-" and "V" or better by the A.M. Best Key Rating Guide, that are licensed to do business in the State of California. City will accept insurance provided by non-admitted "surplus lines" carriers only if the carrier is authorized to do business in the State of California.

**Only the following "marked" requirements are applicable:**

  **X**   **Commercial General Liability (CGL):** Insurance written on an occurrence basis to protect Contractor and City against liability or claims of liability which may arise out of this Agreement in the amount of one million dollars (\$1,000,000) per occurrence and subject to an annual aggregate of two million dollars (\$2,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. additional insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

  **X**   **Vehicle Liability Insurance:** Contractor shall also procure and shall maintain during the term of this Agreement vehicle liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than one million dollars (\$1,000,000) for each accident, and property damage insurance in an amount of not less than one million dollars (\$1,000,000).

  **X**   **Workers' Compensation Insurance:** For all of Contractor's employees who will provide Services under this Agreement and to the extent required by applicable state or

federal law, Contractor shall keep in full force and effect a Workers' Compensation policy that includes a minimum of one million dollars (\$1,000,000) of employers' liability coverage. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against City by a bona fide employee of Contractor participating under this Agreement, Contractor is to defend and indemnify the City from such claim.