

SERVICES AGREEMENT
BETWEEN THE CITY OF RIALTO AND
WILLOWBROOK LANDSCAPE INC.

THIS SERVICES AGREEMENT (herein "Agreement") is made and entered into this 28 day of August, 2018 by and between the City of Rialto, a municipal corporation ("City"), and Willowbrook Landscape Inc., a California corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" or collectively as "Parties".

RECITALS

A. City has determined it is in the public's interest to contract for certain services which are necessary or convenient to the exercise of its powers.

B. City has sought, by issuance of Request for Proposal (RFP) for Landscape Maintenance Services, City Parks & Facilities, RFP #18-099, the performance of the services defined and described particularly in Article 1 of this Agreement.

C. Following the submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, Willowbrook Landscape Inc. was selected by the City to perform those services.

D. Pursuant to Chapter 2.48 of the Rialto Municipal Code, City has authority to enter into and execute this Agreement.

E. The Parties desire to formalize the selection of Contractor for the performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit A and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement for City to enter into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, it meets all local, state, and federal requirements in performing the services, and it is experienced in performing the work and

services contemplated herein. Contractor shall at all times faithfully, competently, and to the best of its ability, experience, and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

This Agreement shall include the Request for Proposal ("Contract Documents"), and the Scope of Services shall include Consultant's scope of work. The Contract Documents shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, and/or this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state, or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees, and Assessments.

Contractor shall obtain, at its sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. If Contractor discovers any latent or unknown conditions that will materially affect the performance of the services hereunder, then Contractor shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies, and/or other components thereof, to prevent losses or damages, and shall be responsible for all such damages to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Prevailing Wages.

Contractor 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. It is the understanding of City and Consultant that the Prevailing Wage Laws do not apply to this Agreement because the Agreement does not involve any services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder. Contractor shall defend, indemnify, and hold City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.8 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless specified in this Agreement, neither Party shall be responsible for the service of the other.

1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work or change may be undertaken unless a written order is first given by the Contract Officer to the Contractor, describing in detail the extra work or change and the reason(s) therefor and incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work or change, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or an amount not to exceed a total contract sum of Fifteen Thousand Dollars (\$15,000), whichever is less, or any increase in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. Payment for additional services rendered by Contractor under this Agreement requires the submission of the actual costs of Contractor's performance of the extra work with the invoice(s) for the extra work claim(s), as provided in Section 2.4. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be

provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

No claim for an adjustment in the contract amount or time for performance shall be valid unless the procedures established in this Section are followed.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “**Special Requirements**” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the “**Schedule of Compensation**” attached hereto as Exhibit C and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, for Landscape Maintenance services to City Parks & Facilities, shall not exceed Three Hundred Ninety Eight Thousand Five Hundred Eighty Dollars and No Cents (\$398,580.00), the “Contract Sum”, unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services; (iii) payment for time and materials based upon the Contractor’s rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City may independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

2.5 No Waiver.

Review and payment by City to Contractor of any invoice for work performed by Contractor pursuant to this Agreement shall not be deemed a waiver of any defects in work performed by Contractor or of any rights or remedies provided herein or any applicable law.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the agreement.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of

the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.9. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, the term of this Agreement shall commence on November 1, 2018. Unless earlier terminated under the terms of this agreement, this agreement shall continue in full force and effect for Eight Months (8), until June 30, 2019. At the sole discretion of the City of Rialto, upon written notice(s) to the Contractor, the term of this agreement may be extended for Four (4) additional one year (1) terms. Said notice shall be delivered prior to June 30, 2022, for the final one (1) year extension, If granted. In no event shall the term of this Agreement extend beyond June 30, 2024. (include if applicable)

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection there with: Willowbrook Landscape, Inc.

<u>Name</u>	<u>Title</u>
Nick Alvarado	President
<u>Name</u>	<u>Title</u>
Jose Luis Garcia	Supervisor

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of

this Agreement, desires to reassign any staff or subcontractor of Contractor, Contractor shall, immediately upon a Reassign Notice from City of such desire of City, reassign such persons or persons.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or 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. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care, or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the City Administrator or other such person designated by the City Administrator. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Administrator, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability, and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for

the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees, and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury, and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both the Contractor and the City against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

(f) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees, and agents as additional insureds, and any insurance maintained by City or its officers, employees, or agents shall apply in excess of, and not contribute with, Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees, and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any Party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations, or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), arising from Contractor's reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents, or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers, agents, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness, or willful misconduct of the design professional. The indemnity obligation

shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer or Surety.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager Consultant.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor.

However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, Eastern Division.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 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 of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Additionally, pursuant to Rialto Municipal Code section 2.48.145, Consultant represents that it has disclosed whether it or its officers or employees is related to any officer or employee of the City by blood or marriage within the third degree which would subject such officer or employee to the prohibition of California Government Sections 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090. To this end, by approving this Agreement, Consultant attests under penalty of perjury, personally and on behalf of Consultant, as well its officers, representatives, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed to the City in writing.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Facilities and Equipment.

Except as otherwise provided, Contractor shall, at its own cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Contractor only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Contractor's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing of City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet, or other communication charges, vehicles, and reproduction facilities.

9.2 Payment of Taxes.

Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any federal and state taxes.

9.3 Notices.

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

If to City: City of Rialto
 150 S. Palm Ave.
 Rialto, CA 92376
 Attn: City Administrator
 Tel: (909) 820-2525
 Fax: (909) 820-2527

With copy to: Aleshire & Wynder, LLP
 18881 Von Karman Ave., Suite 1700
 Irvine, CA 92612
 Attn: Fred Galante, City Attorney
 Tel: (949) 223-1170
 Fax: (949) 223-1180

If to Contractor: Willowbrook Landscape Inc.
 14930 Farmington St.
 Hesperia, CA 92345
 Tel: (760)713-5686
 willowbrooklandscapeinc@gmail.com

Either Party may change its address by notifying the other Party of the change of address in writing.

9.4 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.5 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.6 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.7 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF RIALTO, a municipal corporation

Deborah Robertson, Mayor

ATTEST:

Barbara A. McGee, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CONTRACTOR:

Willowbrook Landscape Inc.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Two signatures are required if a corporation.

EXHIBIT A **SCOPE OF WORK**

1. Scope of Work

- A. The intent of this Agreement is to secure Contractor which shall provide landscape and grounds maintenance services, including janitorial services at all public restrooms located within City parks.
- 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 fertilize turf grass and blow hardscape clean.
 - 4) Maintain plant material in a healthy condition with horticultural acceptable growth and color.
 - 5) Inspect and report all irrigation system malfunctions in their entirety.
 - 6) Perform general area clean-up, including the removal of leaves, trash, dog feces and other debris from the work sites.
 - 7) Paint by hand all backflow devices, backflow cages, valve box lids, curb faces and curb tops each year.
 - 8) Maintain all work sites in a safe, attractive and usable condition.
 - 9) 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 - Thursday. Friday work may be allowed if prior authorization is granted by the Public Works Director.

2. Areas To Be Maintained

- A. Work sites may include parkways, parks, 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. The Contractor SHALL furnish all hoses, nozzles, sprinklers, etc., necessary to accomplish this supplemental irrigation.
- 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 time-frame, 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 "W. 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 REPAIRS IS NOT REQUIRED FOR CITY PARKS AND FACILITIES. IRRIGATION SYSTEM REPAIRS AT THE CITY PARKS AND CITY FACILITIES WILL BE PROVIDED BY THE CITY'S PARKS MAINTENANCE STAFF. THE CONTRACTOR WILL BE REQUIRED TO MONITOR IRRIGATION SYSTEM OPERATION FOR ALL CITY PARKS AND CITY FACILITIES AS SPECIFIED HEREIN, AND TO PROMPTLY (WITHIN 2 HOURS) ADVISE THE DIRECTOR OF ANY SYSTEM REPAIRS REQUIRED TO BE MADE BY THE CITY TO ENSURE CONTINUED OPERATION OF THE IRRIGATION SYSTEM.

E. 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 during 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) All debris must be removed daily and disposed of legally off-site.
- h) 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.
- i) 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.
- j) The City shall approve of all mowing equipment used by the Contractor.
- k) 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.

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.

F. 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, playgrounds, maintenance yards, 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.

G. 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.

- g) Shrubs shall be pruned and trimmed using sound horticultural techniques.
- h) Shrubs shall be maintained within the limits of confined areas 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, Ionicera, ivy, trachelosperum, and varieties of iceplant.
- 2) Edging and Trimming of Ground Cover:
 - a) Edging and trimming of ground cover areas shall be performed 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.
 - I) Replacement shall be made by the worksite Contractor with the kind and size determined by the Director.
- 2) 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.
- 3) 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 "W. 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) All debris resulting from any of the Contractor's operations shall be removed and disposed of legally at the Contractor's expense. No debris will be allowed to remain at the end of the work day. (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 all City Parks and City Facilities, 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 pickup. 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. The City provides on-site dumpster enclosures at some, but not all of the City's Parks for this purpose.
- 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) Barbecue grills and barbecue grill ash receptacles shall be emptied of all ashes a minimum of once per week. Coordinate scheduling with the City's Inspector.
- 13) 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. Park Shelter Clean-up

- 1) All shelters, including park benches, picnic tables and play equipment, shall be power washed and sanitized a minimum of 12 times a year, or as directed by the City's Inspector.
- 2) All shelters shall have signs, tape, staples and litter removed daily by 10:00 AM.

P. Sand and Engineered Wood Fiber (EWF) Maintenance

- 1) Sand and EWF areas within City Parks generally include, but are not limited to tot lots, playground areas, volleyball courts, etc.
- 2) All sand and EWF areas within City Parks shall be maintained weed free.
- 3) All sand areas shall be cultivated or rototilled to alleviate compaction, a minimum of once per month or as directed by the City's Inspector. After rototilling, sand shall be raked level.
- 4) On Monday and Friday of each week, all sand and EWF areas shall be raked level and inspected for any foreign debris. All foreign debris shall be promptly removed and disposed of. Any displaced sand or EWF shall be replaced into the area it came from or removed if contaminated.

Q. Playground Equipment Inspection

- 1) All play and sports equipment shall be inspected for vandalism, safety hazards, and serviceability daily. Deficiencies shall be reported in writing immediately to the City's Inspector.

R. Lighting Inspection

- 1) 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.

S. Drinking Fountain Maintenance

- 1) All drinking fountains shall be inspected weekly and kept clean and operational at all times.
- 2) Every instance of damage, leaks, non-operation, etc., shall be reported to the City's Inspector.

T. Park Restroom Maintenance

- 1) General: This scope of work applies to all public restrooms at the City's Parks, and shall be provided daily, seven days per week. Services performed under this Contract shall be subject to inspection and approval by the City's Inspector.
- 2) Restroom Maintenance:
 - a) Floor, Walls, and Ceiling Maintenance: Floor, walls, and ceiling maintenance includes all hardscape areas inside the actual facility and the exterior entrance areas.
 - b) Floor Sweeping and Scrubbing: All floor surfaces within the facility shall be swept daily. Any litter, dirt or other debris shall be removed from the area using a dustpan. Removal of debris stuck to the floor surface is required. The interior of the restroom

including ceiling, walls, and floors shall be hosed down. When hosing down restroom facilities, do not hose paper goods such as toilet paper and hand towels. The floors shall then be wet mopped. All dirt shall be hosed into the drain. All excess water shall be swept away into drains. No standing water shall remain.

- c) Bowls: All toilets and urinals shall be cleared of any debris. Areas shall be wetted down and scrubbed with appropriate brush and high quality industrial cleanser. Following cleaning, a final rinse shall be applied to present an overall appearance of cleanliness and no foul smells shall be present. "Plugged" toilets and urinals shall be unplugged at time of services, and whenever requested. If the Contractor is not able to unplug the restrooms, the Contractor must notify the City's Inspector immediately.
- d) Fixtures: Sinks, mirrors, and handrails shall be wetted down, sponged with high quality industrial cleaning agent, rinsed with water, and dried with cloth.
- e) Material Stocking: All toilet paper, hand towels and hand soap dispensers shall be checked and replaced as needed. All urinals shall have block deodorizers added as needed. All toilet paper, hand towels, soap, deodorizers and other supplies to be supplied at Contractor's expense. The Contractor shall confirm the type and quality of materials to be furnished and supplied, which shall be subject to the Director's approval.
- f) Deodorizers shall be used at the time of each service to eliminate any foul smells.
- g) All graffiti in or on restroom areas must be reported to the City's Inspector on a daily basis by 10:00 AM.

U. 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.

V. Decomposed Granite (DG) Care - The Contractor shall rake and level all DG areas twice per month. This shall include removal of debris, weeds, and litter. Rake area to look clean. Leveling of uneven surfaces is required.

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.

W. 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."

Parks and Facilities	Address
Fire Station # 2	1700 N Riverside Ave
Fire Station # 3	1550 N Ayala Ave
Fire Station # 4	3288 N Alder Ave
Public Works Bldg.	335 W Rialto Ave
Police Station	128 N Willow Ave
Rialto Chamber	120 N Riverside Ave
Riverside Medians (Foothill/1 st)	Riverside Median B/T Foothill/First St.
Rialto Metrolink Parking Lot	261 S Palm Ave
Downtown Riverside Medians Planters	Riverside Ave. 1 st to Bonnieview
Bloomington Medians	B/T Riverside/San Bernardino Ave.
Baseline Parkways	N&S. Side between Sycamore/Acacia
Riverside/Merrill Ave. Median	Riverside Ave. S/ Merrill
Foothill Home Depot Medians	B/T Cedar/Linden Ave.
Rialto Senior Center	1411 S Riverside Ave
Cedar/Merrill Ave Median	Cedar Ave. N/ Merrill
Riverside Ave South of Aqua Mansa Rd	Medians
Aqua Mansa Rd west of Riverside Ave	Medians
Cedar Reservoir	2610 N Cedar Ave.
Easton Reservoir	140 W Easton Ave.
Joe Sampson Park	Northeast corner Randall and Cactus Ave
Anderson Park	726 S Lilac Ave.
Birdsall Park	2611 N Linden Ave.
Bud Bender Park	300 N Lilac Ave.
Rialto Cemetery	200 N Willow Ave.
Civic Ctr.	150 S Palm Ave
Fergusson Park	2395 W Sunrise Ave.
Flores Park	1020 W Etiwanda Ave.
Frisbie Park	1901 N Acacia Ave.
Jerry Eaves Park	1485 N Ayala Dr.
Margaret Todd Park	201 N Willow Ave.
Rialto City Park	130 E San Bernardino Ave
Pacific Electric Inland Empire Trail	Approx. 80' wide trail located between cactus and Maple Ave.

Parks and City Facility Inventory

Note: Th^bidderisrespon^blelbrverify^ga^gu^Ttrt^

FACILITY LOCATIONS	TRASH CANS	TREES (QTY)	TURF (SF)	G.C./PLANTERS (SF)	HARDSCAPE (SF)
Fire Station # 202	2	21	1,250	7,462	6,500
Fire Station # 203	2	51	4,200	7,100	16,335
Fire Station # 204	2	41	3,700	7,700	11,040
Public Works Bldg.	4	39	400	8,100	15,750
Police Station	2	10	4,520	0	3,490
Rialto Chamber	N/A	1	1,100	780	1,500
Riverside Medians (Foothill/1 st.)	N/A	71	1,450	54,000	1,200
Rialto Metrolink Parking Lot	10	67	0	15,800	0
Downtown Riverside Medians	N/A	109	45,350	15,068	10,150
Bloomington Medians	N/A	138	0	89,900	7100
Baseline Parkways	N/A	35	20,100	0	5,268
Riverside/ Merrill Ave. Medians	N/A	3	0	580	5,200
Foothill & Cactus Home Depot	N/A	26	0	6,500	4,350
Rialto Senior Center	4	35	0	13,068	34,848
Cedar/Merrill Ave Median	N/A	8	0	1,450	1,100
Riverside Ave south of Agua Mansa	N/A	16	0	1,350	1,200
Aqua Mansa Rd. west of Riverside	N/A	22	0	6,400	6,800
Cedar Reservoir	N/A	12	7,520	0	1,750
Easton Reservoir	N/A	4	5,100	0	1,200
Joe Sampson Park	N/A	160	110,900	68,660	138,439
Andreson Park	12	120	38,570	0	79,230
Birdsall Park	16	75	209,100	1,200	92,300
Bud Bender Park	24	115	279,266	7800	126,566
Rialto Cemetery	10	90	185,130	1,200	31,363
Civic Ctr.	4	104	122,625	12,200	108,210
Fergusson Park	22	460	527,827	102,366	241,360
Flores Park	10	110	101,540	0	41,200
Frisbie Park	33	187	392,000	18,000	164,000
Jerry Eaves Park	30	402	739,649	31,280	403,175
Margaret Todd Park	10	108	108,900	3,200	39,500
Rialto City Park	28	200	557,310	10,500	200,950
Pepper Ave. Parkway	N/A	289	0	78,665	28,293
Purchasing & Fleet Maintenance	0	17	0	2,780	13,068
Pacific Electric Inland Empire Trail	6	193	0	184,694	277,042
Totals	231	3,349	3,467,507	601,393	2,119,478

EXHIBIT B
SPECIAL PROVISIONS

(If Applicable)

EXHIBIT C
SCHEDULE OF COMPENSATION

CITY PARKS & FACILITIES
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
REQUEST FOR BIDS NO. 18-099

LOCATION	LUMP SUM BID (PER MONTH)	ANNUAL COST
Civic Center (150 S. Palm Ave.)	\$ 1,400.00	\$ 16,800.00
Fire Station #202 (1700 N. Riverside Ave.)	\$ 75.00	\$ 900.00
Fire Station #203 (1550 N. Ayala Dr.)	\$ 175.00	% 2,100.00
Fire Station #204 (3288 N. Aider Ave.)	\$ 100.00	\$ 1,200.00
Public Works Bldg. (335 W. Rialto Ave. & 246 S. Willow Ave.)	\$ 150.00	% 1,800.00
Police Station (128 N. Willow Ave.)/ 429 W. Rialto Ave.	\$ 50.00	\$ 600.00
Purchasing and Fleet Maintenance (249 S Willow Ave.)	\$ 50.00	\$ 600.00
Rialto Cemetery (200 N. Willow Ave.)	\$ 1,150.00	& 13,800.00
Rialto Senior Center (1411 S. Riverside Ave.)	\$ 300.00	\$ 3,600.00
Second Street Church Rialto Chamber of Commerce (120 N. Riverside Ave.)	\$ 60.00	* 720.00
Margaret Todd Park and Recreation Office Bldgs. (201 N. Willow Ave.)	\$ 800.00	\$ 9,600.00
Andreson Park (726 N. Lilac Ave.)	\$ 1,150.00	\$ 13,800.00
Birdsal! Park (2611 N. Linden Ave.)	\$ 1,575.00	\$ 18,900.00
Bud Bender Park (300 N. Lilac Ave.)	\$ 2,400.00	\$ 28,800.00
Fergusson Park (2395 W. Sunrise Ave.)	\$ 3,950.00	S 47,400.00
Flores Park (1020 W. Etiwanda Ave.)	\$ 750.00	\$ 9,000.00
Frisbie Park (1901 W. Acacia Ave.)	\$ 3,495.00	\$ 41,940.00
Jerry Eaves Park (1485 N. Ayala Dr.)	\$ 5,350.00	\$ 64,200.00
Joe Sampson Park (Cactus Ave. & W. Randall Ave.)	\$ 1,495.00	\$ 17,940.00
Rialto City Park (130 E. San Bernardino Ave.)	\$ 3,995.00	\$ 47,940.00
TOTAL FOR PARKS AND FACILITIES		\$ 341,640.00

Name of Bidder: WillowbroookLandscape Inc.

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F
P

**SCHEDULE OF PRICING - EXTRA SERVICES
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
REQUEST FOR BIDS NO. 18-099**

All Unit Cost

(Including Materials, Labor, & Overhead)

I. TURF REMOVAL

1. Mowing	\$ <u>1.00</u>	/sf
2. Mowing open space/park area	\$ <u>.001</u>	/sf
3. Edge & Trim	\$ <u>.02</u>	/sf
4. Fertilization	\$ <u>.02</u>	/sf
5. Aerification/ Aeration min 5" depth	\$ <u>.007</u>	/sf
6. Thatching	\$ <u>180.00</u>	/ac
7. Weed Control (Removal & Chemical Spray)	\$ <u>950.00</u>	/ac
8. Pest Control	\$ <u>75.00</u>	/hr
	\$ <u>75.00</u>	/hr

II. PLANT MATERIAL (INSTALLED)

1. Annual Color (4" container)	\$ <u>30.00</u>	each
2. Ground Cover	\$ <u>25.00</u>	/flat
3. One (1) Gallon	\$ <u>10.00</u>	each
4. Five (5) Gallon	\$ <u>25.00</u>	each
5. Fifteen (15) Gallon shrubs	\$ <u>70.00</u>	each
6. Fifteen (15) Gallon trees	\$ <u>85.00</u>	each
7. 24" box tree	\$ <u>300.00</u>	each
8. Seeded Turf	\$ <u>.02</u>	/sf
9. Sodded Turf	\$ <u>1.25</u>	/sf

III. IRRIGATION MAINTENANCE

1. Minor Repairs (sprinkler repair & lateral line)	\$ <u>3^ 0^</u>	/hr
2. Major Repairs (electrical, mainline, RCV valve)	\$ <u>40 on</u>	/hr

IV. OTHER EXTRA SERVICES

1. Concrete Mowing Curb 6" x 6" 3/8 Rebar	\$ <u>20.00</u>	Lineal feet
2. Turf removal, 3" from curb, sidewalk and hardscape	\$ <u>1.00</u>	Lineal feet
3. Compacted & install 2- stabilize decomposed granite	\$ <u>3.00</u>	/sf
4. River rock cobble stone installation with mortar base	\$ <u>15.00</u>	/sf