

CONTRACT SERVICES AGREEMENT FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

THIS AGREEMENT is hereby made this 8th day of October, 2013, by and between the City of Rialto, a California municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, hereinafter designated as the "City," and Inland Empire Landscape, Inc., a California corporation, hereinafter designated as the "Contractor". City and Contractor are individually referred to as "Party" and are collectively referred to as the "Parties".

WHEREAS, City has determined it is in the public interest to contract for certain services which are necessary or convenient to the exercise of its powers; and

WHEREAS, the City of Rialto is desirous of retaining a contractor to provide landscape and grounds maintenance services; and

WHEREAS, the City did issue a Request for Bid ("RFB") No. 13-046, seeking sealed bids for the provision of landscape and grounds maintenance services and setting for the terms, conditions and covenants governing the provision of such services; and

WHEREAS, the City did open all bids submitted in response to RFB No. 13-046; and

WHEREAS, the City has determined that Contractor is an appropriately qualified company submitting a bid, and that the Contractor's Bid was the most competitively priced bid submitted.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises hereinafter contained, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

Section 1. THE WORK

Contractor agrees to provide landscape and grounds maintenance services more particularly described in the scope of work attached as **Exhibit "A"**, including and without limitation, the general terms and conditions, which is incorporated herein by this reference. All services to be provided by the Contractor hereunder shall be approved in advance by the Public Works Director/City Engineer or designated representative of the City, working in the Public Works Department.

The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Services; (3) the City's Request for Bids (RFB No. 13-046); and, (4) the Contractor's signed, original Bid submitted to the City ("Contractor's Bid"), (collectively referred to as the "Contract Documents"). The City's Request for Bids (RFB No. 13-046) and the Contractor's Bid, are incorporated by reference and are hereby made a part of this Agreement. All provisions of the Scope of Services, the City's Request for Bids and the Contractor's Bid shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority

document, which shall be determined in the following order of priority: (1st) the provisions of the Scope of Services (**Exhibit "A"**); (2nd) the provisions of the City's Request for Bids (RFB No. 13-046); (3rd) the terms of this Agreement; and, (4th) the provisions of the Contractor's Bid.

Section 2. CONTRACT PRICE

Contractor shall be compensated for landscape and grounds maintenance services rendered pursuant to this Agreement per the compensation schedule attached as **Exhibit "B"**, not to exceed **Three Hundred Sixty-Seven Thousand, Five Hundred, Seventy Dollars and Sixteen Cents (\$367,570.16)**. Contractor shall remit monthly invoices to the City, clearly detailing the specific work completed during the prior month.

In the event the City exercises any or all of the four (4) options to extend the initial term of this contract by one additional year for each option, pursuant to Section 4 hereof, the Parties shall negotiate a price for each additional year but in no event shall the price for any additional year exceed the sum of the prior year's price plus a sum equal to the product of the prior year's price times the percentage upward change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Los Angeles, Riverside and Orange County, CA (CPI)" for the most recent twelve (12) months for which statistics are available.

Section 3. PAYMENT PROCEDURES

Contractor shall provide the Finance Department with monthly invoice in arrears and shall be provided payment within (30) days therefrom. The City retains the right to challenge all or any part of an invoice.

Section 4. CONTRACT TERM

1. The initial term of this Agreement shall be for eight months, to commence on November 1, 2013, and terminate on June 30, 2014.
2. The City shall four (4) successive options to extend the initial contract term by one (1) additional year for each option, which when exercised by the City shall bind Contractor for each additional one (1) year term. Specifically, each of said options may be exercised by the City, in its sole discretion, as follows:
 - (a) The first optional extension will be for twelve (12) months from July 1, 2014, through June 30, 2015.
 - (b) The second optional extension will be for twelve (12) months from July 1, 2015, through June 30, 2016.
 - (c) The third optional extension will be for twelve (12) months from July 1, 2016, through June 30, 2017.
 - (d) The fourth optional extension will be for twelve (12) months from July 1, 2017, through June 30, 2018.

Section 5. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless City, its officials, employees, agents and representatives from and against any and all actions, claims, costs or liability on account of any death, personal injury, property damage, or violation of rights arising from or related to Contractor's performance of this agreement or its intentional wrongdoing.

Section 6. INSURANCE REQUIREMENTS

While not restricting or limiting the foregoing, the Contractor shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or assigns.

1. The minimum scope of such insurance coverage shall be AT LEAST as broad as the following:
 - (a) Insurance Services Office Commercial General Liability Coverage.
 - (b) Insurance Services Office Automobile Liability.
 - (c) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.
2. The minimum limits of such insurance to be maintained by the Contractor shall be NO LESS THAN:
 - (a) General Liability of One Million (\$1,000,000.) Dollars per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form in with a general aggregate limit is used, either general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be TWICE the required occurrence limit.
 - (b) Automobile Liability of One Million (\$1,000,000.) Dollars per accident for bodily injury and property damage.
 - (c) Employer's Liability of One Million (\$1,000,000.) Dollars per accident for bodily injury or disease.
3. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either:
 - (a) The insured shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, agents and volunteers; or
 - (b) The Contractor shall procure a bond, guaranteeing payment of losses and related investigations, claim administration and defense expenses.
4. The General Liability and Automobile Liability policies of Contractor's are to contain, or be endorsed to contain, the following provisions:
 - (a) The City, its officers, officials, employees, agents, representatives and volunteers are to be covered as additionally named insured with respect to any and all:
 - (i) liability arising out of activities performed by or on the behalf of the Contractor's;

- (ii) products and completed operations of the Contractor's;
 - (iii) premises owned, leased, rented, occupied or used by the Contractor's; and
 - (iv) automobiles owned, rented, leased, hired, borrowed or otherwise used by Contractor.
- (b) For any claims related to this agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's own insurance and shall not contribute with it.
- (c) The insurance coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
- (d) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
- (e) The insurance coverage 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.
- (f) Each insurance policy required by this section shall be endorsed to state that coverage SHALL NOT be suspended, voided, and/or canceled by either party, and that there shall be no reduction in the amount of coverage or in limits EXCEPT after thirty (30) days prior written notice has been given to the City; Said written notice to be delivered by U.S. Certified Mail, Return Receipt Requested.
- (g) In its sole discretion, the City may waive all or some portion of the above referenced insurance if such waiver is in writing and executed by the City's Chief Financial Officer.
5. Contractor's Insurance is to be placed with insurers with a current A.M. Best's rating of NO LESS THAN B+: VII, unless otherwise acceptable to the City and approved in writing which shall be appended to this Agreement as the next exhibit in order.
6. Contractor shall furnish the City with original endorsements effecting coverage required by this section of the Agreement. The endorsements are to be signed by the person authorized by that insurer to bind coverage on its behalf. The endorsements are to be received and approved by the City BEFORE work commences. As an alternative to the City's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Section 7. ATTORNEY FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to a reasonable attorneys fee, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the parties may be entitled.

Section 8. GOVERNING LAW

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this agreement and shall also govern the interpretation of this agreement. Venue shall be in the County of San Bernardino, California.

Section 9. DISPUTE RESOLUTION PROCESS

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement of the parties shall be presented to the City Administrator or his authorized representative by the Contractor's provision of a letter or other writing setting forth the general nature of the dispute, the disputed facts believed to be true by the Contractor, the relevance of those facts to the dispute in question, and a statement that the dispute is being submitted to the City Administrator or his authorized representative pursuant to this Section 9 of this Agreement. Upon receipt of any notice of a disputed fact as provided immediately above, the City Administrator or his authorized representative shall set a public hearing to be conducted within thirty (30) days and shall direct the head of the department having the most knowledge concerning the dispute to assemble the City's position with respect to the matters set forth in the notice of dispute. At the hearing, the Contractor and the City Department Head, or their attorneys, shall have the right to call and examine such witnesses as shall have knowledge of the facts relevant to the matter in dispute. All witnesses shall be sworn under oath and the hearing before the City Administrator shall be transcribed by a court reporter. The costs of the court reporter shall be split equally between the Contractor and the City. The hearing before the City Administrator or his authorized representative may be continued from time to time as necessary to elicit all relevant evidence with regard to the disputed fact. Within thirty (30) days of the close of the hearing, the City Administrator or his authorized representative shall issue his or her written decision and mail the same to the Contractor. The decision of the City Administrator or his authorized representative shall be final.

The provisions of this Section 9 do not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making the final decision of any administrative official representative or board on the question of law. Nothing in this clause or section shall prohibit the City from terminating this Agreement without cause upon providing thirty (30) days prior written notice.

Section 10. MUTUAL OBLIGATIONS

For and in consideration of the payments and agreements to be made and performed by the City, the Contractor agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

City hereby agrees to employ, and does hereby employ, Contractor to provide the materials, complete the Work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the Contract Price herein identified, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents.

Contractor specifically acknowledges and agrees to be bound by the Wage Rates and Labor Code requirements specified in the Contract Documents, and shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California.

Although Contractor shall perform such tasks as may be approved and authorized by the Public Works Director/City Engineer or designated representative of the Public Works Department, the manner in which such work shall be accomplished shall be determined and implemented by Contractor and Contractor shall be an independent contractor and not an agent or employee of City for any purposes.

Contractor may also retain or subcontract for the services of other necessary Contractors with the approval of City. Payment for such services shall be the responsibility of Contractor.

Contractor agrees to use reasonable care and diligence to perform its obligations under this Agreement.

Contractor shall use reasonable care and diligence to comply with applicable federal, state, and local laws in performance of work under this Agreement.

Section 11. NON-DISCRIMINATION

The Contractor represents and agrees that it does not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, religion, color, sex, or national origin in any matter including without limitation employment upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

Section 12. NOTICES

Whenever any provision of the Contract Documents requires the giving of a written Notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to be addressed as follows:

To City:

City of Rialto

150 S. Palm Avenue

Rialto, CA 92376

Attention: Marcus L. Fuller, P.E., P.L.S.,
Public Works Director/City Engineer

To Contractor:

Inland Empire Landscape, Inc.

2456 Kern Street

San Bernardino, CA 92407

Attention: Joel Ibarra
President

Section 13. AMENDMENTS

This Agreement, including all portions thereof incorporated herein, is the integrated, complete Agreement of the Parties hereto and supersedes any prior oral discussions, negotiations, promises, or agreements. This Agreement may only be amended or modified by written agreement of the Parties.

SIGNATURES ON NEXT PAGE

Contract Services Agreement
Page 7 of 8

IN WITNESS WHEREOF, the City and the Contractor have caused this Agreement to be executed the day and year first above written.

CITY OF RIALTO, CALIFORNIA

APPROVED BY THE CITY COUNCIL:

By 
Deborah Robertson
Mayor

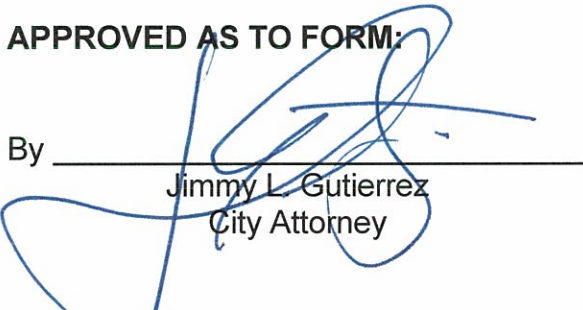
Date 10/9/13

Agreement No. _____

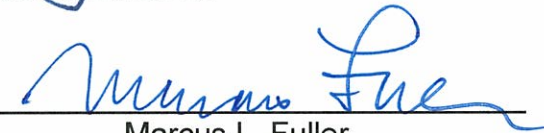
ATTEST:

By 
Barbara McGee
City Clerk

APPROVED AS TO FORM:

By 
Jimmy L. Gutierrez
City Attorney

RECOMMENDED:

By 
Marcus L. Fuller
Public Works Director/City Engineer

CONTRACTOR

By: Inland Empire Landscape, Inc., a California corporation

Firm/Company Name

By: _____
Signature (notarized)

By: _____
Signature (notarized)

Name: JOEL IBARRA

Name: _____

Title: PRESIDENT

Title: _____

(This Agreement must be signed in the above space by one of the following: Chairman of the Board, President or any Vice President)

This Agreement must be signed in the above space by one of the following: Secretary, Chief Financial Officer or any Assistant Treasurer)

State of CALIFORNIA
County of SAN BERNARDINO)ss

State of _____)
County of _____)ss

On OCTOBER 2, 2013

On _____

before me, KIMBERLY COSTAS, NOTARY PUBLIC
personally appeared JOEL IBARRA

before me, _____
personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she they executed the same in his her their authorized capacity(ies), and that by his her their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

WITNESS my hand and official seal.

Notary Signature: _____

Notary Signature: _____

Notary Seal:

Notary Seal:

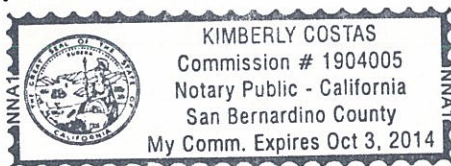


Exhibit “A”

Scope of Work

SECTION 10 -- SPECIFICATIONS

PART ONE

General Specifications

1. City Inspector, Daily Contact, and Site Inspection Form

A. City Inspector's Duties:

A City Inspector will be assigned to this contract for which he will be responsible for making inspections, re-inspections, monitoring the Contractor's activities, and ensuring the work performed is done to the quality level prescribed in this contract and in accordance with prescribed methods and time schedules. This does not relieve the Contractor of its own responsibility to provide continuous inspection of its work areas. Discrepancies and deficiencies in the work will be brought to the attention of the Contractor and corrected in the manner and time frame specified by the Director.

B. Daily Contact:

The Contractor MUST make daily contact with the City's Inspector or designate at a time mutually agreed upon by the Inspector and the Contractor. This daily contact is for the purpose of discussing areas to be maintained, Contractors' work schedule for the day, areas that need to be inspected for approval, and Site Inspection Forms that need to be signed off. Failure to contact the City Inspector or designate on a daily basis will constitute a breach of contract.

C. Site Inspection Form and Payment:

The Site Inspection Form will consist of a written list of specified monthly tasks landscape and grounds maintenance. The Site Inspection Form shall be considered complete when all work on the sheet has been inspected and approved by the City Inspector and has been signed by both the City Inspector and the Contractor indicating that agreement exists as to the information shown on the Site Inspection Form. Such information shall consist of specific worksite locations and the acceptability of the maintenance activities performed. The completed sheets dated, certified, and signed by the Contractor and the City Inspector will be submitted to the Director monthly along with an invoice with the Contractor's letterhead, and an affidavit for evaluation and pay. It shall be mandatory that all forms be completed at the end of each month before another Site Inspection Form may be issued. Failure to obtain a Site Inspection Form prior to beginning the next month's maintenance services can result in nonpayment for work performed.

D. Work Schedule

- 1) Time to Complete Work: Contractor shall begin work and shall proceed with all reasonable dispatch to completion. The Contractor will be required to maintain all areas in accordance with the technical specifications. Work must be completed in consecutive days. Inclement weather may result in the cancellation of certain landscape maintenance services only if the City Inspector or designate determines that there was insufficient time available for the services described to be performed.
- 2) The Contractor shall accomplish all normal landscape maintenance required under this contract between the hours of 7:00 AM and 6:00 PM, Monday through Saturday. Exceptions may be made to normal working hours, where incidences of use may be too great during the hours specified to allow for proper maintenance. The Director may grant, on an individual basis, permission to perform contract maintenance at other hours. No maintenance functions that generate excess noise which would cause annoyance to residents of any area shall be commenced before 8:00 AM. The Contractor shall establish a schedule of routine work to be followed in the performance of this contract.
- 3) The Contractor shall submit to the Public Works Department a weekly detailed job schedule, time sheet, names and titles of all persons working on the project within ten (10) days after the start of the maintenance contract. Materials and/or chemicals to be

used on any site shall be approved by the Director or his representative. The Director shall be notified within five (5) working days of any deviation from this schedule or material usage.

- 4) The Contractor shall maintain and keep current a report form that records all on-going, seasonal, and additional work maintenance functions performed on a daily basis by the Contractor's personnel. Said report shall be in a form and content acceptable to the Director and shall be submitted to the Director upon request.

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

E. Contractor Staff

- 1) The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, to the satisfaction of the Director, all work required under this contract during the prescribed hours.
- 2) The Contractor shall have competent supervisors, who may be working supervisors, on the job at all times work is being performed who are capable to communicate effectively both in written and oral English, and discuss matters pertaining to this contract. Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Director. Any order or communication given to the supervisor shall be deemed as delivered to the Contractor.
- 3) The Contractor, and their employees, shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. The Director may require a Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued

employment on the job is considered to be contrary to the best interest of the City of Rialto.

- 4) The Contractor shall require each of his employees to wear basic public works working attire. These are basically proper shoes, and other gear required by State Safety Regulations, and proper wearing of the clothing. Shirts shall be worn and buttoned at all times; safety vests are required when indicated by the Work Area Traffic Control Handbook, or the Director.
- 5) The Contractor shall establish an identification system for personnel assigned to service this Agreement which clearly indicates to the public the name of the Contractor responsible for the landscape maintenance services. The identification system shall be furnished at the Contractor's expense and includes appropriate attire and/or name badges.

F. Apprenticeship Standard

Where required under law, the Contractor shall assume full responsibility for compliance with apprenticeship standards as established by Section 1777.5 of the California State Labor Code.

G. Protection of Public / Safety

- 1) The Contractor shall perform all work outlined in these specifications in such a manner as to provide maximum safety to the public, and meet all accepted standards for safe practices during the maintenance operation; to safely maintain equipment, machines, and materials or other hazards consequential or related to the work; furthermore, to accept the sole responsibility for complying with all local, County, State or other legal requirements including, but not limited to, OSHA and CAL-OSHA.
- 2) Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the Contractor to give advised and reasonable

protection, safety and warning to persons and vehicular traffic concerned in the area. The Contractor shall refer to Section 7-10 of the Standard Specifications for further requirements related to traffic safety. As a minimum, all construction signing, lighting and barricading shall be in accordance with Part 6 "Temporary Traffic Control" of the California Manual on Uniform Traffic Control Devices (CA-MUTCD) for Streets and Highways, or subsequent editions in force at the time of construction. Part 6 of the California MUTCD is available on line at:

<http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/pdf/camutcd2012/Part6.pdf>

All signs, barricades and other temporary traffic control devices required for the work shall be the responsibility of the Contractor.

- 3) The Director, or his representative, reserves the right to issue restraint, or cease and desist orders, to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of work under this contract.

H. Hazardous Conditions

- 1) It shall be the Contractor's responsibility to identify, any condition(s) that renders any areas within this Agreement unsafe, as well as any unsafe practices occurring thereon. The Director shall be notified immediately of any unsafe condition that requires major correction.
- 2) The Contractor shall be responsible for making minor corrections including, but not limited to, filling holes in landscaped areas and paving, diverting water sheet flow, using barricades or traffic cones to alert persons of the existence of hazards, replacing valve box covers, and securing exercise and/or play apparatus so as to protect all persons from injury.
- 3) The Contractor shall inspect all work sites for hazards, or potential hazards on a daily basis.

- 4) During the required inspection of all work sites for hazards, or potential hazards, the Contractor shall keep a log indicating the date the area was inspected, any unsafe conditions, and the action taken.
- 5) The Contractor shall cooperate fully with the City of Rialto in the investigation of any accidental injury or death occurring on the premises, including the submission of a complete written report thereof to the Director within five (5) days following the occurrence.

I. Non-Interference

The Contractor shall not interfere with the public use of the premises, nor disrupt the peace and quiet of the area within which the services are performed. Contractors shall conduct their operations so as to offer the least possible obstruction and inconvenience to the public.

J. Reporting Damage or Malfunction

Any damage to, or malfunction of, any facility not specifically stated in this Agreement shall be promptly reported to the Director.

K. Vandalism/Theft

- 1) The Contractor shall be responsible for reporting any vandalism/theft of existing landscaped areas which are maintained under this contract and damaged or altered in any way as a result of theft and/or mysterious damages that do not result from the performance of the Contractor.

- 2) The Contractor shall be responsible for performing maintenance, repairs, and replacement of existing landscaped areas which are maintained under this contract and damaged or altered in any way as a result of theft and/or mysterious damages that do not result from the performance of the Contractor.
- 3) In accordance with **Section 3-3, "Extra Work,"** additional compensation will be provided only for the cost of parts which are directly related to the theft and/or vandalism; labor shall be provided by the Contractor at no additional cost to the City.
- 4) The following conditions shall be met prior to the Contractor being reimbursed for the replacement parts:
 - a) Submit a written proposal for the replacement part(s) costs.
 - b) Secure written authorization for the purchase of the replacement parts by the Director, or his delegated representative.
 - c) Submit a photocopy of the original invoice(s) for the replacement parts.
 - d) Submit a copy of a report filed with the City of Rialto Police Department which relates to the specific incident if required by Director.

L. Utilities

- 1) The City of Rialto shall pay for the maintenance-related water and electrical utilities.
- 2) The Contractor may pay for all excessive utility usage due to the Contractor's failure to repair irrigation systems or unauthorized increases in water usage.

- 3) The excess cost will be determined by comparing the current usage with historical usage for the same time period.
- 4) The excess cost factor may be deducted from payments to the Contractor; however, the Contractor will be allowed to explain the increase in utility usage prior to the actual deduction.

M. Local Office

- 1) The Contractor shall maintain an office with a telephone and provide at all times the following:
 - a) A responsible person(s), employed by the Contractor, which shall have the ability to take necessary action regarding all inquiries and/or complaints received from the City of Rialto or the Director.
 - b) This person(s) shall be reachable twenty-four (24) hours per day and seven (7) days per week.
 - c) An answering service shall be considered an acceptable substitute to full-time coverage, outside of prescribed working hours, provided the Contractor is notified of any communication within one (1) hour after receipt of said communication.
 - d) The telephone number(s) of the Contractor or responsible person(s) of the Contractor shall be a toll-free number for the City of Rialto.
- 2) During normal working hours, the Contractor's Supervisors, who are responsible for providing maintenance services, shall be available for notification through cellular telephone communication.

N. Storage Facilities

The City of Rialto shall not provide any storage facilities for the Contractor.

O. Locks and Keys and Controller Remote Transmitters

- 1) Where City of Rialto locks and keys are required as part of this contract, the Contractors shall:
- 2) Not duplicate any coded City key furnished by the City.
- 3) Surrender all keys furnished by the City at the end of the contract period, or at any time deemed necessary by the Director to prevent loss to the City of Rialto.
- 4) Protect the security of City property by keeping controller cabinet and enclosure doors locked at all times.
- 5) Refrain from using premises behind locked doors for storage of materials, supplies or tools except as approved by the Director.
- 6) Be required to pay a \$100.00 deposit for each key issued to open controller cabinets. This deposit is refundable upon return of the key to the City of Rialto. Loss of a key will result in the forfeiture of the key deposit and may restrict the City of Rialto from issuing any future keys.
- 7) Be required to pay a \$450.00 deposit for each controller remote transmitter issued to the Contractor. This deposit is refundable upon return of the remote transmitter in good

condition to the City of Rialto. Loss of the remote transmitter or a return of a non-working remote transmitter will result in the forfeiture of the deposit and may restrict the City of Rialto from issuing any future remote transmitters.

P. Signs

- 1) The Contractor shall not post signs or advertising matter upon the areas under maintenance or improvements thereon.
- 2) The Contractor shall, at all times, remove all unauthorized signs and advertising matter in the areas under maintenance.

Q. Parking

- 1) The Contractor shall park their vehicles and equipment within designated parking areas or in such a location to insure normal vehicular traffic.
- 2) The Contractor's vehicles and equipment shall not be parked or set in such a manner that they block pedestrian access or vehicular right-of-way except as required to comply with all safety standards of OSHA or CAL-OSHA.

R. Vehicles

The Contractor's vehicles used in performance of the services required hereunder shall be maintained in first class condition. Upon commencement of the services, the Contractor shall furnish and apply an appropriate logo on all vehicles to be used within the City of Rialto identifying the Contractor's company and its capacity working on behalf of the City of Rialto. The logo shall be prepared by the Contractor and submitted to the Director for approval prior to use.

S. Unknown Obstructions

Should any unknown obstruction be encountered during the course of this contract the Contractor should immediately bring it to the attention of the City. The Contractor shall be responsible for the protection of all existing equipment, furniture, or utilities encountered within the work area.

T. Removing Obstructions and Maintenance of Existing Improvements

- 1) When the work hereunder involves performance upon City property, and when the proper completion of the said work requires their temporary or permanent removal, the Contractor shall, at its own expense, remove, and without unreasonable delay temporarily or permanently replace or relocate to the satisfaction of the City and of another person or agency having jurisdiction, all water pipes, gas pipes, drainage lines, irrigation lines, sewer lines, pipelines, conduits, culverts, roads, driveways, fences, bridges, railroad tracks, wires, poles, towers, retaining walls, buildings, curbs, gutters, concrete walks, trees, shrubs, lawns, and all other improvements of whatsoever character not required by law to be removed by the City thereof; and all such improvements temporarily removed shall be maintained until permanently replaced, all at the Contractor's expense.
- 2) Where the work is to be constructed in, or adjacent to, areas which have been improved by lawns, trees, shrubs, or gardens, the Contractor shall remove such trees or plants as may be necessary for the execution of the work and give them proper care and attention until the work has been satisfactorily completed, after which the Contractor shall replace them in as nearly the original condition and location as is reasonably possible. Where it is necessary to deposit the excavated materials on lawns during the process of construction, the Contractor shall first lay burlap or canvas on the lawn to prevent contact between the excavated material and the lawn.
- 3) Unless otherwise indicated in the contract documents all utility lines, conduits, wires, or structures shall be maintained by the Contractor and shall not be disturbed, disconnected, or damaged by them during the progress of the work, provided, that should the Contractor in the performance of the work disturb, disconnect, or damage

any of the above, all expense, arising from such disturbance, or in the replacement or repair thereof, shall be borne by the Contractor. However, in accordance with Section 4215 of the California Government Code, the Contractor shall be compensated for the cost of locating and repairing damage to main or trunk line utility facilities located on the jobsite, not due to the failure of the Contractor to exercise reasonable care; for costs of removing or relocating such utility facilities not indicated in the contract documents with reasonable accuracy; and for the operation cost for equipment on the project necessarily idled such work.

- 4) At least two working days prior to commencing any excavation pursuant to this Contract, the Contractor shall contact Underground Service Alert at (800) 227-2600 or other appropriate regional notification center if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations.

U. Use of Chemicals

- 1) The Contractor shall submit a list of all chemical herbicides and pesticides, proposed for use under this contract for approval by the Director. Materials included on this list shall be limited to chemicals approved by the State of California Department of Pesticide Regulation, and shall include the exact brand name and generic formulation. The use of any chemical on the list shall be based on the recommendations of a licensed pest control advisor where required by law.
- 2) The use of chemicals shall conform to the current County of Riverside Agriculture Commissioner regulations. No chemical herbicide or pesticide shall be applied until its use is approved, in writing, by the Director as appropriate for the purpose and area proposed.

V. Emergency Calls

- 1) The Contractor shall maintain a 24 hours per day seven days per week on-call service for emergency calls. The Contractor shall respond to an emergency call within two (2) hours.
- 2) Calls of an emergency nature received by the Director shall be referred to the Contractor for immediate disposition.
- 3) If the Contractor cannot be reached within two (2) hours the City will deduct from the monthly billing the cost of City forces, or other sources, used to repair the emergency.
- 4) The Contractor shall not receive additional compensation for responding to emergencies for work included within this contract.
- 5) In situations involving emergency repair work after normal work hours, the Contractor shall dispatch qualified personnel and equipment to reach the site within two (2) hours.
 - a) The Contractor's vehicle shall carry sufficient equipment to effect safe control of traffic.
 - b) When the Contractor arrives at the site, the Contractor shall set up traffic warning and control devices, if deemed necessary, and proceed to repair on a temporary/permanent basis.
 - c) If a City Representative is still at the site when the worksite Contractor arrives, the Contractor shall quickly evaluate the situation and discuss it with that responsible person.
 - If the repair will take only a few minutes, the City Employee may stay to continue to direct traffic while the Contractor makes the repairs.

- If the repair will take longer than the City Employee can wait, the Contractor shall immediately set up temporary traffic control devices and all other necessary warning devices and relieve the City Representative.
- d) The Contractor shall notify the Director, or his representative by telephone within 24 hours of any emergency work that is performed.

End of General Specifications

PART TWO

Technical Specifications

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, maintain and repair all irrigation systems 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).

2. Areas To Be Maintained

- A. Work sites may include medians, 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 3-3 "Extra Work"**.
 - b) Use City forces to make required repairs.
 - c) Use another source 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 NINE (9) CITY PARKS AND THIRTEEN (13) 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.

IRRIGATION SYSTEM REPAIRS IS REQUIRED FOR ALL AREAS TO BE MAINTAINED WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 1 AND NO. 2, AND FOR THE TEN (10) VARIOUS PARKWAYS AND/OR MEDIANS EXCLUSIVE OF LANDSCAPE MAINTENANCE DISTRICT NO. 1 AND NO. 2.

- 1) Contractor shall maintain all irrigation systems in such a way as to:
 - a) Guarantee proper coverage and full working capability.
 - b) Make whatever adjustments may be necessary to prevent overspray or excessive runoff into street right-of-ways or other areas not meant to be irrigated.
- 2) All irrigation system repairs shall be provided by the Contractor at no additional cost to the City.
- 3) Contractor shall repair or replace inoperable irrigation equipment to maintain a fully operational system, including but not limited to, pressure pipes from the water meter to the control valves, all irrigation pipes, all manual and automatic valves, pumps used for the irrigation systems, backflow devices, filters, strainers, pressure regulators, sprinkler heads, irrigation clamps and stakes, anti-drain valves, quick couplers, electrical wiring from the controller to the solenoid valves, emitters, drippers, valve boxes, controllers, valve markers, batteries, fittings and risers.
- 4) Maintenance includes, but is not limited, tightening of loose fittings and packing nuts; flushing sprinkler heads, pipes, nozzles, valves, filters, strainers, and backflow devices; adjusting sprinkler heads, anti-drain valves and pressure regulators, adjusting and lubricating controllers; and cleaning drip emitters.
- 5) Irrigation repairs shall be made within the following time limits:
 - a) Mainline irrigation breaks shall be repaired within two (2) hours of identification or notification.

- b) All other irrigation repairs shall be made within one (1) day of identification or notification.

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

- 6) Replacement of irrigation components shall be with originally installed materials of the same size and quality. Substitutions must be approved by the Director in writing prior to installation.
- 7) Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranty.
- 8) The Contractor shall keep all irrigation heads clean of flow impediments, and adjusted properly at all times.
- 9) Contractor shall be responsible for adjusting height of sprinklers and risers as necessary to compensate for growth of plant material.
- 10) Contractor shall restore any landscape areas disturbed by irrigation repair work back to their preexisting condition.
- 11) Damages to plant material due to the Contractor's lack of performance in accordance with these specifications shall be the responsibility of the Contractor; dead or damaged plant material shall be replaced at the Contractor's expense.
- 12) Damage to the irrigation system caused by conditions under which the Contractor has no control, shall be repaired by the Contractor at the City's expense, in accordance with **Section 3-3, "Extra Work,"** if approved by the Director. Such circumstances include:
 - Theft (missing heads)
 - Storm damage
 - Vandalism
- 13) At any time, the Director may request a coverage test to evaluate proper settings, timing, usage, or maintenance of system.
- 14) The Contractor shall keep all controller enclosures free of debris and pests (slugs, ants, spiders, etc.) at all times. Any resultant damage due to the Contractor not meeting this specification will be the responsibility of the Contractor.

- 15) The Contractor shall be responsible for hand watering at no additional cost for any areas not provided with an automatic irrigation system. Contractor will also be required to hand water at no additional cost any landscape areas with a non-functioning irrigation system if it is the Contractor's responsibility to maintain that system.
- 16) The Contractor may be required to hose off plant material monthly in areas where a drip system is used.
- 17) Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation system.

E. Water Conservation

SPECIAL NOTE: The City of Rialto Landscape Maintenance District ("LMD") No. 1 and No. 2 have a total of approximately 180 irrigation controllers. LMD No. 1 has approximately 168, of which 35 are on the central irrigation system. LMD No. 2 has approximately 12, of which 8 are on the central irrigation system.

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

F. Turf Grass Care

1) Turf Grass Mowing:

- a) Contractors shall submit, in writing, a mowing schedule within ten (10) days after the start of the maintenance. This mowing schedule shall be approved by the Director.
 - All areas shall be mowed once every two weeks between November 1 and February 28 and once every week 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 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 ($\frac{3}{4}$) 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 once 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.

G. Weed Control

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

H. Shrub Care

1) Pruning of Shrubs:

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

2) Shrub Fertilization:

- a) Shrubs shall be fertilized once 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) Pruning of vines will be in accordance with good horticulture practices.
- 4) Vines shall be trimmed as required for safety, disease, general containment or appearance, or as directed by the City's Inspector.
- 5) 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.
- 6) Vine Irrigation:
 - a) All vines shall be irrigated to maintain a healthy and attractive appearance.
 - b) Where possible the vine irrigation shall be on a separate program from turf grass.
 - c) Existing vines planted in pockets not provided with sprinklers shall be deep watered as needed to promote optimum growth.

J. Ground Cover Care

- 1) Ground covers are low growing plants that grow in colonies to form a solid mat over the surface of the ground. The plants give a flat or two dimensional effect to the landscape, such as, but not limited to arctotheca, gazania, vinca, lonicera, ivy, trachelosperum, and varieties of iceplant.
- 2) Edging and Trimming of Ground Cover:
 - a) Edging of ground cover areas shall be performed every other 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 two inches (2") 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 one (1) time per year to provide a healthy and vigorously growing ground cover with horticulturally 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 (20) twenty 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) Guy 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.
 - 1) 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 3-3, "Extra 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 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 removed by 9:00 AM daily.

b) For all landscaped parkways and medians, 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 weeds and grass growing in and around the curb and gutter area. 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.

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 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.

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 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 four times a year, or as directed by the City's Inspector.
- 2) All shelters shall have signs, tape, staples and litter removed daily by 9:00 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

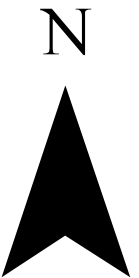
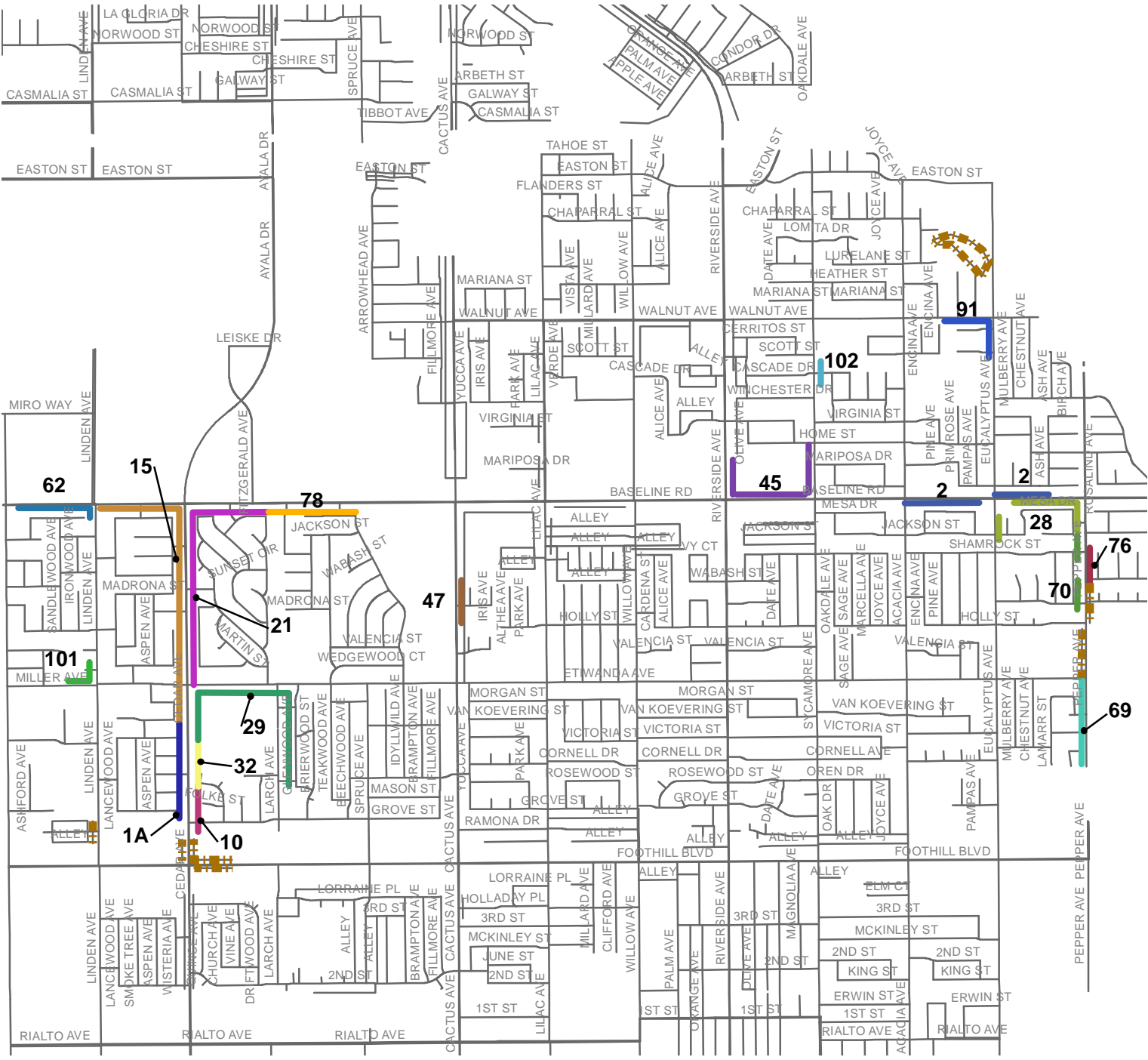
- 1) General: This scope of work applies to all public restrooms at the City's Parks, and shall be provided daily, seven days per week. Services performed under this Contract shall be subject to inspection and approval by the City's Inspector.
- 2) Restroom Maintenance:
 - a) Floor Maintenance: Floor 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.
- 3) 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 to be deducted from the Contractor's payment.
- 4) 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.

End of Technical Specifications

**Landscape
Maintenance
District Maps, Parks
and City Facility
Inventory Lists**

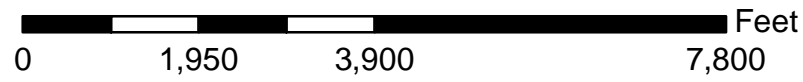
Landscape Maintenance District I & II Annexation Boundary Map



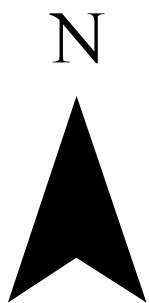
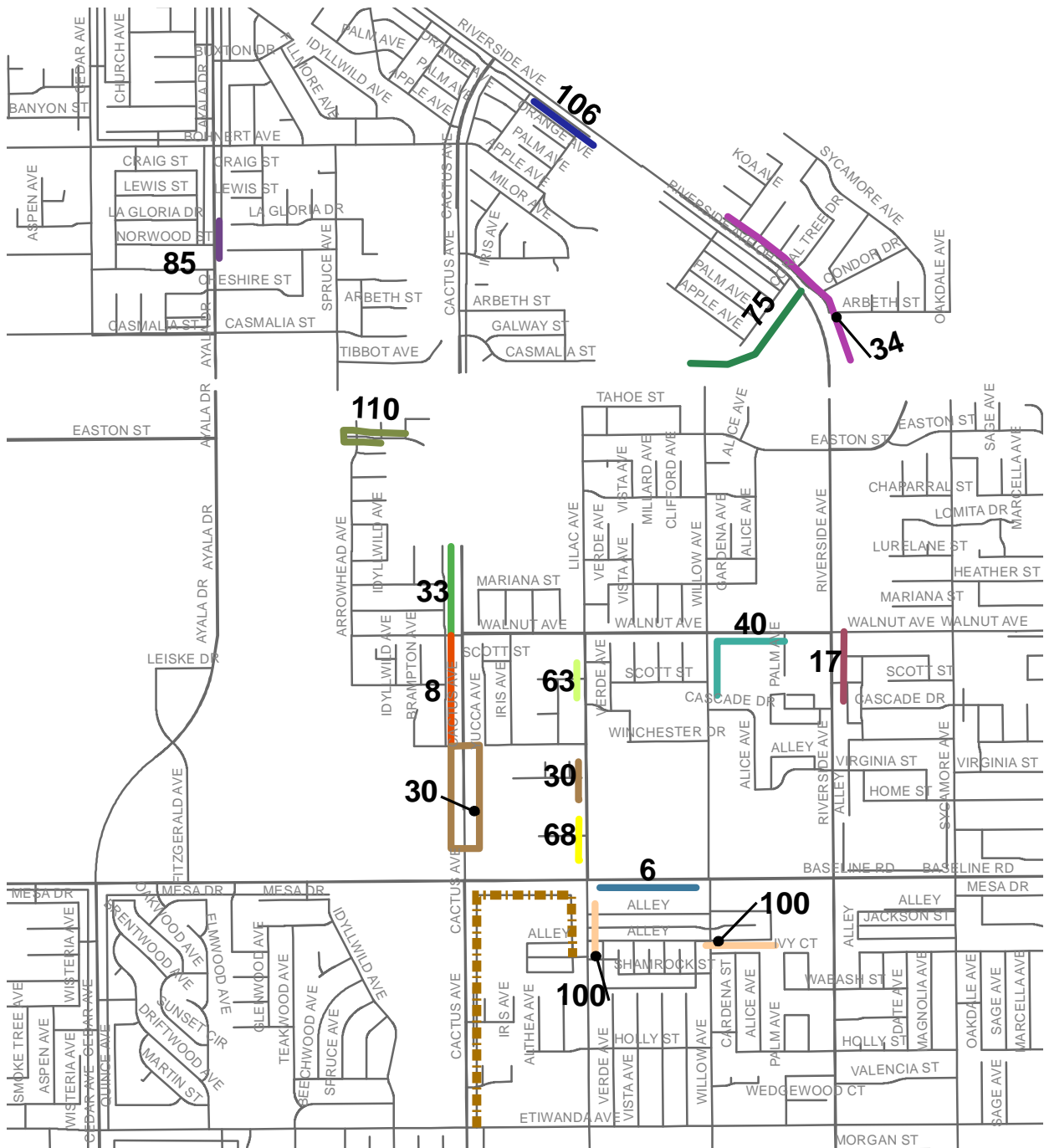
LMD I

- | | | | |
|--|----|--|-----|
| | 1A | | 47 |
| | 2 | | 62 |
| | 10 | | 69 |
| | 15 | | 70 |
| | 21 | | 76 |
| | 28 | | 78 |
| | 29 | | 91 |
| | 32 | | 101 |
| | 45 | | 102 |

LMD II



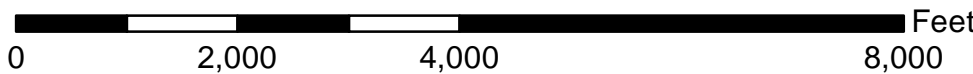
Landscape Maintenance District I & II Annexation Boundary Map



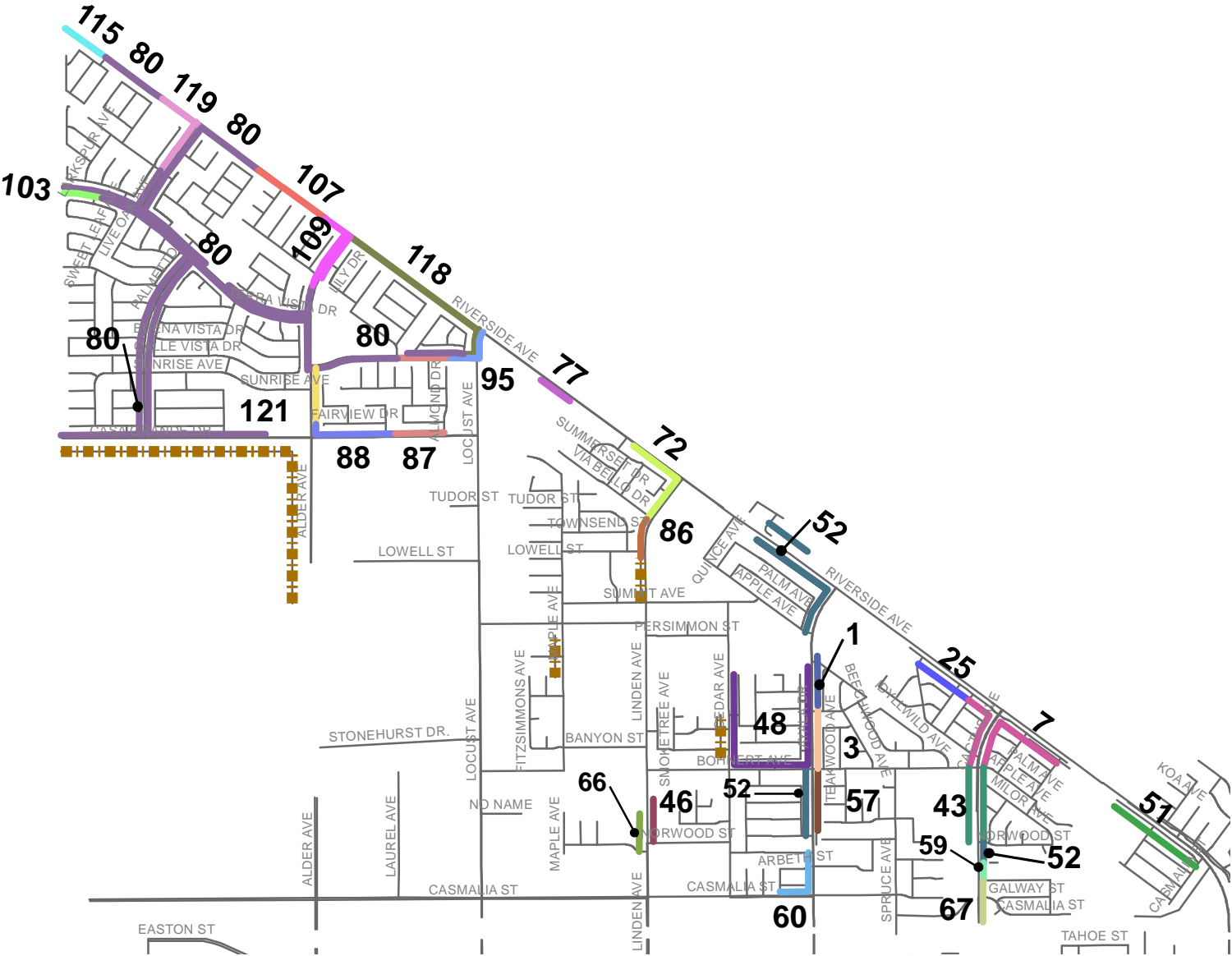
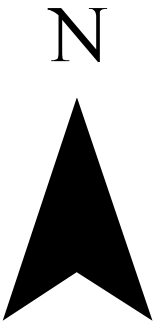
LMD I

- | | | | |
|--|-----|--|----|
| | 100 | | 40 |
| | 106 | | 6 |
| | 110 | | 63 |
| | 17 | | 68 |
| | 30 | | 75 |
| | 33 | | 8 |
| | 34 | | 85 |

LMD II



Landscape Maintenance District I & II Annexation Boundary Map

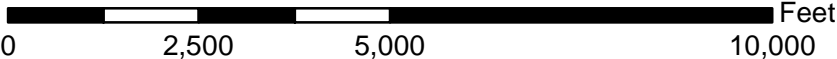


LMD I

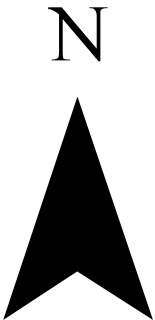
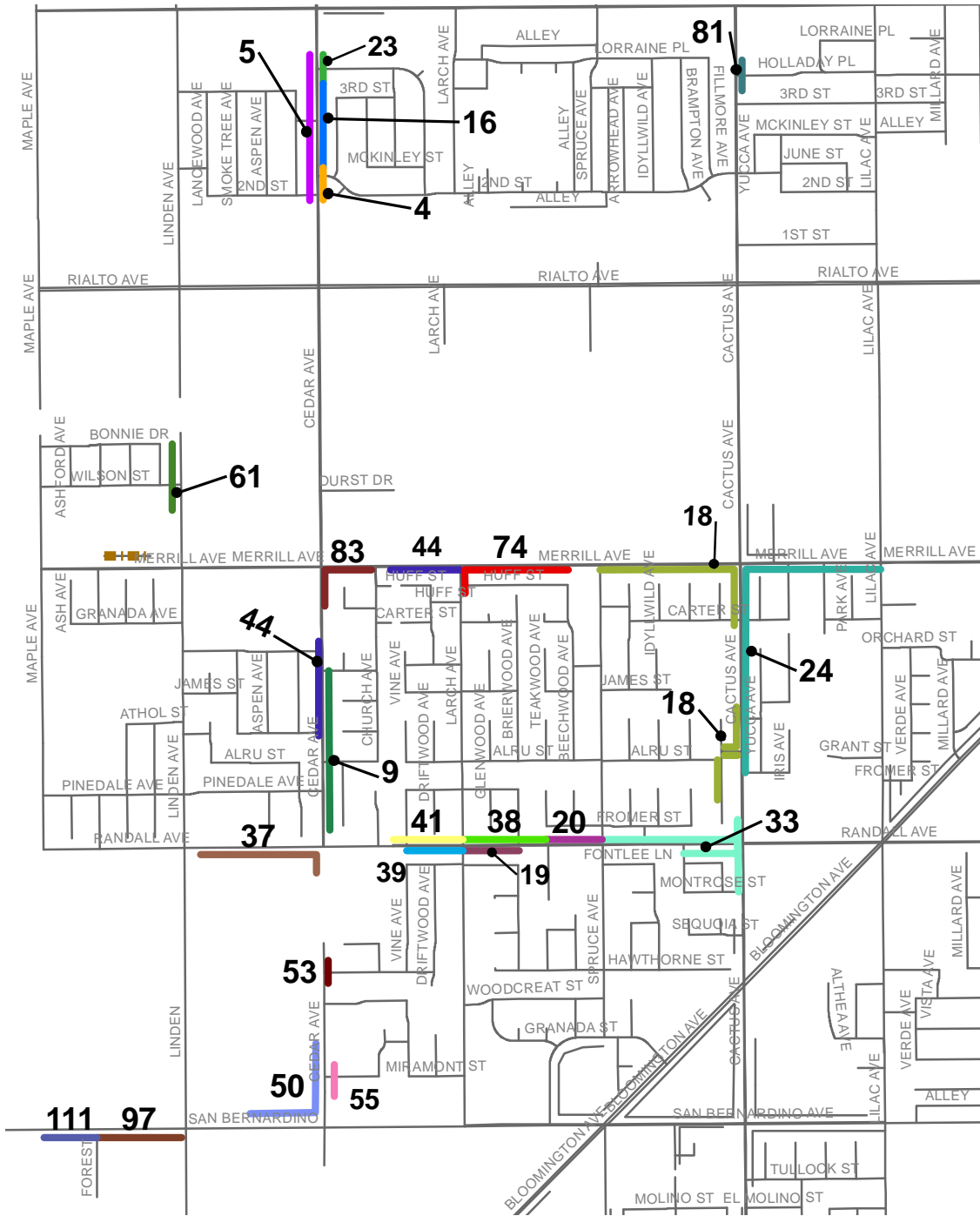
- | | |
|-----|----|
| 1 | 52 |
| 103 | 57 |
| 107 | 59 |
| 109 | 60 |
| 115 | 66 |
| 118 | 67 |
| 119 | 7 |
| 121 | 72 |
| 25 | 77 |
| 3 | 80 |
| 43 | 86 |
| 46 | 87 |
| 48 | 88 |
| 51 | 95 |



LMD II



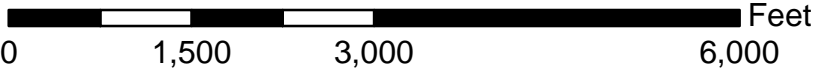
Landscape Maintenance District I & II Annexation Boundary Map



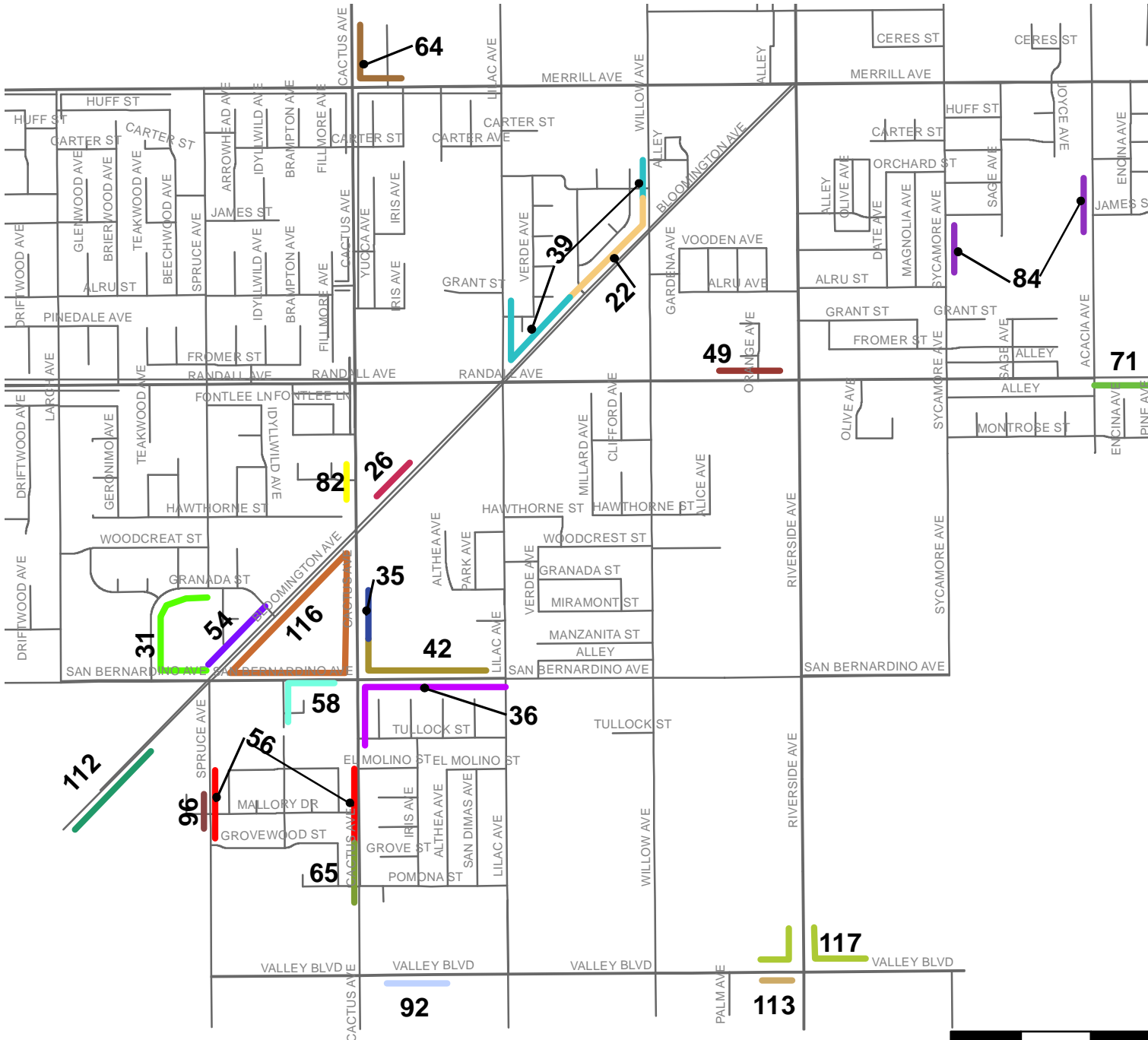
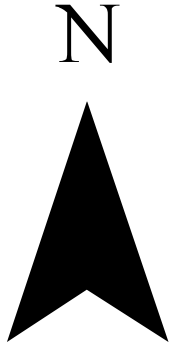
LMD I

| | | | |
|--|----|--|-----|
| | 4 | | 39 |
| | 5 | | 41 |
| | 9 | | 44 |
| | 16 | | 50 |
| | 18 | | 53 |
| | 19 | | 55 |
| | 20 | | 61 |
| | 23 | | 74 |
| | 24 | | 81 |
| | 33 | | 83 |
| | 37 | | 97 |
| | 38 | | 111 |

LMD II

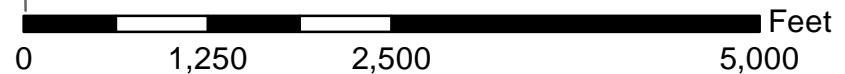


Landscape Maintenance District I Annexation Boundary Map

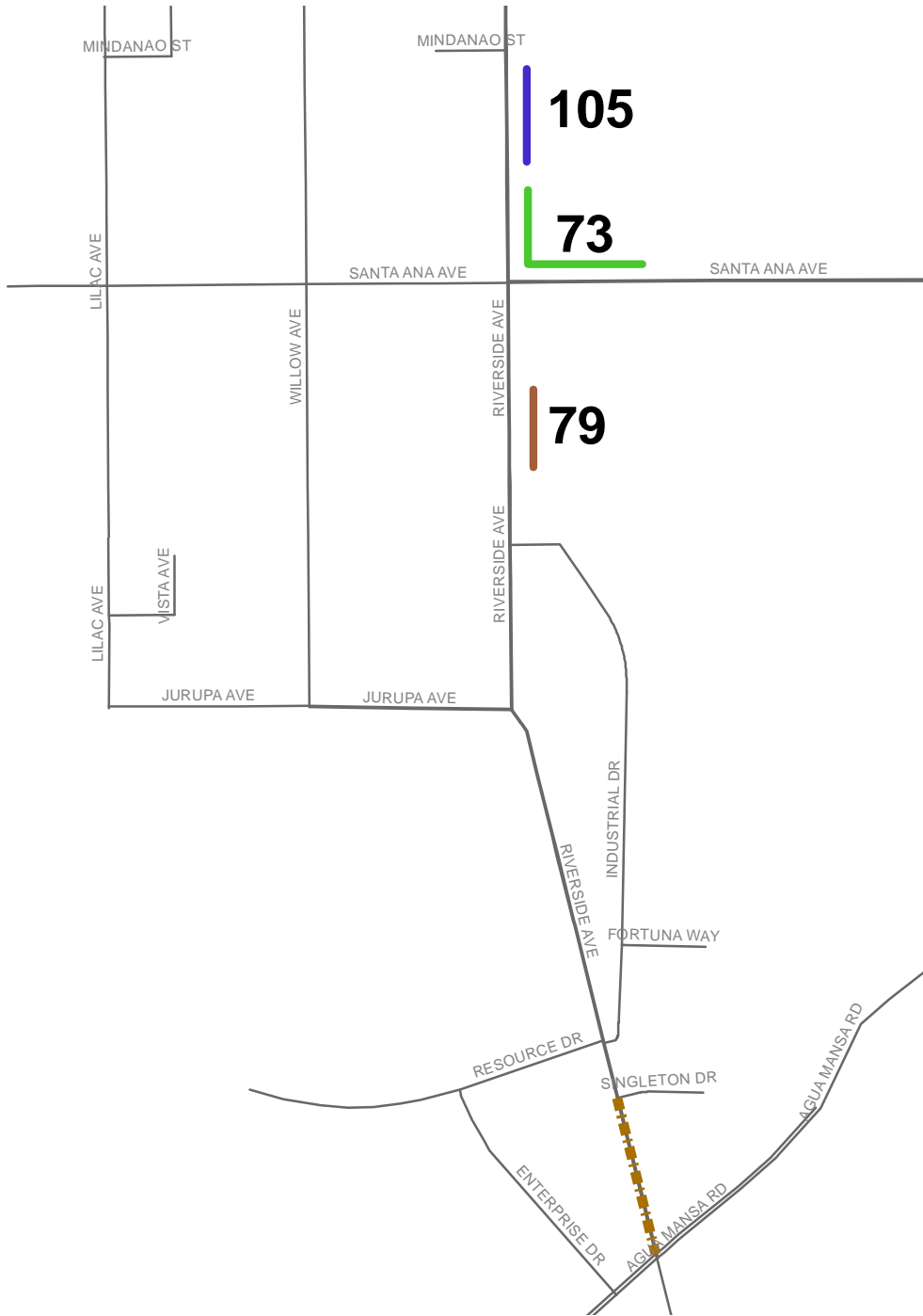


LMD I

| | | | |
|--|----|--|-----|
| | 22 | | 64 |
| | 26 | | 65 |
| | 31 | | 71 |
| | 35 | | 82 |
| | 36 | | 84 |
| | 39 | | 92 |
| | 42 | | 96 |
| | 49 | | 112 |
| | 54 | | 113 |
| | 56 | | 116 |
| | 58 | | 117 |



Landscape Maintenance District I Annexation Boundary Map



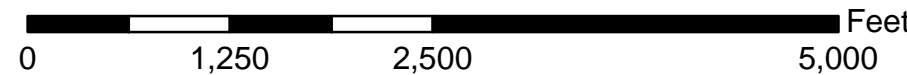
LMD I

73

79

105

LMD II



**LANDSCAPE MAINTENANCE DISTRICT NO. 1
INVENTORY FOR ANNEXATION AREAS**

| ANNEXATION | TURF (SQUARE FEET) | TREES (QUANTITY) | GROUND COVER (SQUARE FEET) | HARD SCAPE (SQUARE FEET) |
|-------------------|---------------------------|-------------------------|---------------------------------------|-------------------------------------|
| 1A | 7,720 | 24 | 2,560 | 5,718 |
| 1 | 6,160 | 12 | 6,720 | 6,720 |
| 2 | 9,248 | 34 | 4,680 | 8,982 |
| 3 | 4,125 | 10 | 4,725 | 4,500 |
| 4 | 5,064 | 9 | 0 | 3,798 |
| 5 | 10,305 | 30 | 0 | 6,870 |
| 6 | 6,760 | 29 | 0 | 5,070 |
| 7 | 32,035 | 82 | 20,202 | 10,380 |
| 8 | 5,060 | 39 | 100 | 3,900 |
| 9 | 17,910 | 46 | 840 | 10,620 |
| 10 | 3,312 | 15 | 2,110 | 3,600 |
| 15 | 24,120 | 86 | 6,250 | 23,130 |
| 16 | 4,250 | 20 | 0 | 3,000 |
| 17 | 5,800 | 14 | 0 | 3,480 |
| 18 | 13,533 | 63 | 11,224 | 15,000 |
| 19 | 0 | 20 | 4,200 | 4,200 |
| 20 | 4,200 | 8 | 0 | 21,000 |
| 21 | 17,150 | 71 | 11,032 | 12,540 |
| 22 | 0 | 21 | 8,288 | 6,216 |
| 23 | 1,830 | 6 | 1,590 | 1,284 |
| 24 | 9,476 | 79 | 12,440 | 17,850 |
| 25 | 23,562 | 70 | 0 | 0 |
| 26 | 8,175 | 27 | 3,815 | 3,270 |
| 28 | 11,560 | 21 | 10,320 | 11,610 |
| 29 | 20,684 | 77 | 15,494 | 16,686 |
| 30 | 4,392 | 31 | 3,824 | 6,162 |
| 31 | 6,720 | 25 | 5,610 | 9,720 |
| 32 | 2,616 | 21 | 4,824 | 5,580 |
| 33A | 2,437 | 54 | 2,587 | 4,020 |
| 33B | 3,216 | 12 | 18,780 | 15,600 |
| 34 | 74,243 | 60 | 0 | 0 |
| 35 | 2,682 | 11 | 0 | 1,788 |
| 36 | 10,004 | 26 | 5,346 | 10,536 |
| 37 | 13,254 | 38 | 2,520 | 10,734 |
| 38 | 0 | 14 | 7,535 | 4,110 |
| 39 | 11,134 | 52 | 11,356 | 13,236 |
| 40 | 19,135 | 43 | 2,288 | 7,038 |

**LANDSCAPE MAINTENANCE DISTRICT NO. 1
INVENTORY FOR ANNEXATION AREAS**

| ANNEXATION | TURF (SQUARE FEET) | TREES (QUANTITY) | GROUND COVER (SQUARE FEET) | HARD SCAPE (SQUARE FEET) |
|-------------------|---------------------------|-------------------------|---------------------------------------|-------------------------------------|
| 41 | 2,646 | 16 | 2,332 | 4,638 |
| 42 | 5,622 | 31 | 9,128 | 10,650 |
| 43 | 9,928 | 22 | 4,656 | 16,908 |
| 44A | 6,860 | 16 | 840 | 6,600 |
| 44B | 1,254 | 25 | 1,800 | 3,084 |
| 45 | 25,900 | 32 | 6,354 | 5,148 |
| 46 | 0 | 5 | 2,100 | 1,800 |
| 47 | 1,526 | 10 | 665 | 1,878 |
| 48 | 0 | 86 | 34,200 | 27,000 |
| 49 | 1,890 | 12 | 490 | 2,100 |
| 50 | 7,325 | 20 | 0 | 6,294 |
| 51 | 26,326 | 64 | 0 | 0 |
| 52 | 67,604 | 163 | 17,922 | 26,040 |
| 53 | 1,410 | 12 | 1,190 | 1,734 |
| 54 | 770 | 35 | 10,738 | 5,856 |
| 55 | 0 | 1 | 900 | 600 |
| 56 | 7,207 | 22 | 3,459 | 7,530 |
| 57 | 4,960 | 27 | 2,896 | 6,000 |
| 58 | 0 | 30 | 4,620 | 3,960 |
| 59 | 985 | 28 | 1,425 | 1,410 |
| 60 | 0 | 32 | 4,115 | 3,498 |
| 61 | 2,676 | 8 | 2,341 | 1,068 |
| 62 | 7,995 | 24 | 2,992 | 8,022 |
| 63 | 0 | 13 | 2,335 | 1,080 |
| 64 | 5,840 | 24 | 1,540 | 6,510 |
| 65 | 3,375 | 10 | 2,295 | 3,780 |
| 66 | 1,267 | 2 | 0 | 1,170 |
| 67 | 1,344 | 22 | 2,177 | 3,018 |
| 68 | 1,080 | 0 | 1,163 | 1,518 |
| 69 | 4,984 | 44 | 4,892 | 6,984 |
| 70 | 0 | 12 | 5,904 | 4,428 |
| 71 | 2,130 | 14 | 1,590 | 3,600 |
| 72 | 3,488 | 47 | 13,975 | 9,498 |
| 73 | 8,150 | 17 | 24,460 | 5,100 |
| 74 | 5,650 | 35 | 3,815 | 8,112 |
| 75 | 4,314 | 43 | 8,180 | 6,174 |
| 76 | 0 | 11 | 5,200 | 3,900 |

**LANDSCAPE MAINTENANCE DISTRICT NO. 1
INVENTORY FOR ANNEXATION AREAS**

| ANNEXATION | TURF (SQUARE FEET) | TREES (QUANTITY) | GROUND COVER (SQUARE FEET) | HARD SCAPE (SQUARE FEET) |
|-------------------|---------------------------|-------------------------|---------------------------------------|-------------------------------------|
| 77 | 476 | 4 | 990 | 1,200 |
| 78 | 3,661 | 31 | 5,236 | 7,626 |
| 79 | 4,500 | 7 | 0 | 1,500 |
| 80 | 176,206 | 712 | 55,848 | 147,936 |
| 81 | 0 | 3 | 1,720 | 1,290 |
| 82 | 0 | 10 | 2,160 | 1,530 |
| 83 | 5,780 | 18 | 3,273 | 6,540 |
| 84 | 0 | 11 | 6,240 | 3,060 |
| 85 | 1,544 | 7 | 1,144 | 2,016 |
| 86 | 0 | 4 | 3,600 | 1,440 |
| 87 | 18,790 | 32 | 8,314 | 19,488 |
| 88 | 19,281 | 42 | 7,441 | 13,842 |
| 91 | 2,849 | 22 | 5,390 | 7,518 |
| 92 | 6,600 | 14 | 1,980 | 1,980 |
| 95 | 36,157 | 50 | 6,771 | 31,986 |
| 96 | 0 | 8 | 2,680 | 3,000 |
| 97 | 3,864 | 9 | 1,869 | 5,154 |
| 100 | 30,444 | 26 | 19,200 | 25,788 |
| 101 | 1,008 | 14 | 2,492 | 3,360 |
| 102 | 0 | 6 | 2,523 | 1,062 |
| 103 | 6,336 | 18 | 659 | 6,840 |
| 105 | 0 | 6 | 7,180 | 13,440 |
| 106 | 7,140 | 18 | 680 | 0 |
| 107 | 802 | 15 | 360 | 3,390 |
| 109 | 12,886 | 47 | 2,187 | 10,872 |
| 110 | 2,340 | 26 | 11,160 | 7,980 |
| 111 | 1,050 | 4 | 700 | 1,560 |
| 112 | 13,500 | 112 | 11,943 | 5,640 |
| 113 | 1,920 | 5 | 4,630 | 1,590 |
| 115 | 11,250 | 49 | 1,305 | 8,130 |
| 116 | 0 | 0 | 3,730 | 156,978 |
| 117 | 2,140 | 0 | 8,320 | 13,182 |
| 118 | 8,160 | 42 | 1,200 | 4,800 |
| 119 | 0 | 0 | 13,200 | 0 |
| 121 | 2,200 | 8 | 0 | 1,680 |
| TOTALS | 1,007,262 | 3,695 | 590,074 | 1,038,036 |

**LANDSCAPE MAINTENANCE DISTRICT NO. 2
INVENTORY FOR ANNEXATION AREAS**

| ZONE | TURF (SQUARE FEET) | TREES (QUANTITY) | GROUND COVER (SQUARE FEET) | HARD SCAPE (LINEAR FEET) | HARD SCAPE (SQUARE FEET) |
|--------------------------|---------------------------|-------------------------|---------------------------------------|-------------------------------------|-------------------------------------|
| TRACT 16308 | 0 | 16 | 3,700 | 740 | 4,440 |
| TRACT 16422 | 4,400 | 7 | 0 | 475 | 2,850 |
| TRACT 16517 | 0 | 2 | 5,300 | 160 | 960 |
| TRACT16625 | 0 | 5 | 5,000 | 260 | 1,560 |
| TRACT 18549 | 0 | 100 | 38,300 | 2,740 | 16,440 |
| TRACT 16764 | 1,900 | 4 | 1,900 | 260 | 1,560 |
| TRACT 16708 | 0 | 0 | 52,000 | 0 | 0 |
| TARGET CENTER | 0 | 270 | 196,000 | 20,167 | 121,000 |
| OPUS LOGISTICS CENTER | 0 | 12 | 13,000 | 0 | 0 |
| TRACT 16813 | 0 | 9 | 8,100 | 0 | 0 |
| TRACT 17219 | 3,450 | 10 | 750 | 420 | 2,520 |
| TRACT 17220 | 3,400 | 7 | 500 | 420 | 2,520 |
| TOTALS | 13,150 | 442 | 324,550 | 25,642 | 153,850 |

Parks and City Facility Addresses

| 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. |
| Airport Office | 1451 N Linden 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 |

CITY FACILITIES PARKS INVENTORY

The bidder is responsible for verifying all quantities

| FACILITY LOCATIONS | TRASH CANS | TREE Qty | TURF Sq. ft. | G.C./ Planters Sq. Ft. | HARDSCAPE Sq. Ft. |
|---------------------------------------|------------|--------------|------------------|------------------------|-------------------|
| Fire Station # 202 | 2 | 21 | 1,250 | 7,462 | 6,500 |
| Fire Station # 203 | 2 | 48 | 8,200 | 3,100 | 16,335 |
| Fire Station # 204 | 2 | 38 | 7,200 | 3,400 | 11,040 |
| Public Works Bldg. | 4 | 28 | 7,400 | 1,100 | 15,750 |
| Police Station | 2 | 10 | 4,520 | 0 | 3,490 |
| Rialto Chamber | N/A | 1 | 1,100 | 780 | 1,500 |
| Riverside Medians (Foothill/1st.) | N/A | 56 | 55,450 | 50 | 1,200 |
| Rialto Metrolink Parking Lot | 10 | 67 | 0 | 15,800 | 0 |
| Downtown Riverside Medians Planters | N/A | 109 | 45,350 | 15,068 | 10,150 |
| Bloomington Medians | N/A | 126 | 97,000 | 0 | 0 |
| Baseline Parkways | N/A | 35 | 20,100 | 0 | 5,268 |
| Riverside/ Merrill Ave. Medians | N/A | 3 | 0 | 580 | 5,200 |
| Foothill Home Depot Medians | N/A | 26 | 0 | 6,500 | 1,350 |
| 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 Rd. | N/A | 16 | 0 | 1,350 | 1,200 |
| Agua Mansa Rd. west of Riverside Ave. | 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 |
| Airport Office | N/A | 4 | 5,350 | 0 | 1,000 |
| Andreson Park | 12 | 120 | 141,570 | 0 | 76,230 |
| Birdsall Park | 16 | 75 | 209,100 | 1,200 | 92,300 |
| Bud Bender Park | 15 | 90 | 313,632 | 0 | 113,200 |
| Rialto Cemetery | 10 | 101 | 185,130 | 1,200 | 31,363 |
| Civic Ctr. | 4 | 104 | 128,325 | 6,500 | 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 | 363 | 739,649 | 26,280 | 294,276 |
| 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 |
| Totals | 216 | 2,876 | 3,670,523 | 324,019 | 1,556,563 |

Exhibit “B”
Contractor’s Bid Proposal
follows this page

BID PROPOSAL

BID TO: CITY OF RIALTO, CALIFORNIA

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Contract Documents (as defined in Article 4 of the Agreement) to perform the Work as specified or indicated in said Contract Documents entitled:

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES REQUEST FOR BIDS NO. 13-046

Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and the Instructions to Bidders dealing with the disposition of the Bid Security.

This Bid will remain open for the period stated in the Notice Inviting Bids, unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the Instructions to Bidders, and will furnish the insurance certificates, Payment Bond, Performance Bond, and all Permits required by the Contract Documents.

Bidder has examined copies of all the Contract Documents, including the following Addenda (receipt of which is hereby acknowledged):

| | |
|-----------------|--------------------------|
| Number <u>1</u> | Date <u>May 2, 2013</u> |
| Number <u>2</u> | Date <u>May 6, 2013</u> |
| Number <u>3</u> | Date <u>May 14, 2013</u> |
| Number <u>4</u> | Date <u>May 20, 2013</u> |

Bidder has familiarized itself with the nature and extent of the Contract Documents, the Work, the site, the locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress, or performance of the Work, and has made such independent investigations as Bidder deems necessary.

In conformance with the current statutory requirements of California Labor Code Section 1860, et seq., the undersigned confirms the following as its certification:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions, before commencing the performance of the Work of this Contract.

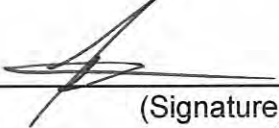
#2

To all the foregoing, and including all Bid Schedule(s), List of Subcontractors, Non-collusion Affidavit, Bidder's General Information, and Bid Bond contained in these Bid Forms, said Bidder further agrees to complete the Work required under the Contract Documents, and to accept in full payment therefor the Contract Price based on the Lump Sum Prices named in the aforementioned Bidding Schedule(s).

SPECIAL ACKNOWLEDGEMENT: The individual Lump Sum Prices identified in the Bid Schedules identify and commit the Bidder to a "Firm Fixed Price" cost, and all other incidental or additional costs required to complete the work as identified in the technical specification requirements. The Lump Sum Prices are inclusive of all other costs, including all materials, supplies, labor, vehicles, equipment and ancillary costs required to complete the work.

Dated: 5-20-2013

Bidder: Inland Empire Landscape Inc.

By:  _____
(Signature)

Title: President

LENGTH OF CONTRACT

In submitting a Bid hereunder, the Bidder acknowledges the following:

The Initial Contract Period shall be effective on July 1, 2013, through June 30, 2014. The Contract Period may be extended by the City for up to four (4) consecutive one (1) year option renewal periods under the terms and conditions of the original contract. Should the City elect to exercise the option to extend this agreement for an additional one (1) year period, the Parties shall negotiate pricing for such period prior to commencement of the additional one year period. Negotiated price increasing during the additional one (1) year period shall not exceed the percentage change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Los Angeles, Riverside and Orange County, CA" (CPI) for the most recent twelve months for which statistics are available. This method of price negotiation shall apply to each extension period exercised." Option years shall become effective only upon issuance by the City of a duly executed Contract Amendment.

The City retains the right to exercise option year renewals at its sole discretion. Option year one, if exercised, shall be effective July 1, 2014, through June 30, 2015. Option year two, if exercised, shall be effective July 1, 2015, through June 30, 2016. Option year three, if exercised, shall be effective July 1, 2016, through June 30, 2017. Option year four, if exercised, shall be effective July 1, 2017, through June 30, 2018.

BID SCHEDULE FORMS

LANDSCAPE MAINTENANCE DISTRICT NO. 1

The following Bid Schedule forms are for identification of monthly lump sum prices for landscape and grounds maintenance services for the individual Annexation Zones within LANDSCAPE MAINTENANCE DISTRICT NO. 1.

Bidders shall refer to the “Inventory for Annexation Areas” included in the Appendix to the Bid Documents for a listing of the areas of turf, ground cover, and hard scape, and the quantity of trees located within each individual Annexation Zone identified in the Bid Schedule. The quantities identified by the City are for informational and estimating purposes only; the Bidder shall be required to confirm all quantities as shown on the Inventory included in the Appendix, and in submitting a Bid acknowledges and agrees to provide the full range of services required regardless of the actual amount of landscaped areas to be maintained.

Bidders shall refer to the Landscape Maintenance District Maps included in the Appendix for specific locations of each annexation area or zone.

BID SCHEDULE
LANDSCAPE MAINTENANCE DISTRICT NO. 1
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
REQUEST FOR BIDS NO. 13-046

| LMD #1 ANNEXATION ZONE | LUMP SUM BID (PER MONTH) | ANNUAL COST |
|----------------------------------|-------------------------------------|---------------------|
| Annexation #1A | \$ <u>81.60</u> | \$ <u>979.20</u> |
| Annexation #1 | \$ <u>99.96</u> | \$ <u>1,199.52</u> |
| Annexation #2 | \$ <u>116.84</u> | \$ <u>1,402.08</u> |
| Annexation #3 | \$ <u>68.10</u> | \$ <u>817.20</u> |
| Annexation #4 | \$ <u>45.20</u> | \$ <u>542.40</u> |
| Annexation #5 | \$ <u>87.60</u> | \$ <u>1,051.20</u> |
| Annexation #6 | \$ <u>60.34</u> | \$ <u>724.08</u> |
| Annexation #7 | \$ <u>319.35</u> | \$ <u>3,832.20</u> |
| Annexation #8 | \$ <u>46.20</u> | \$ <u>554.40</u> |
| Annexation #9 | \$ <u>149.80</u> | \$ <u>1,797.60</u> |
| Annexation #10 | \$ <u>46.02</u> | \$ <u>552.24</u> |
| Annexation #15 | \$ <u>272.85</u> | \$ <u>3,274.20</u> |
| Annexation #16 | \$ <u>36.98</u> | \$ <u>443.76</u> |
| Annexation #17 | \$ <u>47.33</u> | \$ <u>567.96</u> |
| Annexation #18 | \$ <u>202.76</u> | \$ <u>2,433.12</u> |
| Annexation #19 | \$ <u>42.84</u> | \$ <u>514.08</u> |
| Annexation #20 | \$ <u>128.52</u> | \$ <u>1,542.24</u> |
| BID SCHEDULE PAGE 1 TOTAL | | \$ <u>22,227.48</u> |

Inland Empire Landscape Inc.

 Name of Bidder

BID SCHEDULE
LANDSCAPE MAINTENANCE DISTRICT NO. 1
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
REQUEST FOR BIDS NO. 13-046

| LMD #1 ANNEXATION ZONE | LUMP SUM BID (PER MONTH) | ANNUAL COST |
|----------------------------------|-------------------------------------|---------------------|
| Annexation # 21 | \$ <u>207.70</u> | \$ <u>2,492.40</u> |
| Annexation # 22 | \$ <u>73.97</u> | \$ <u>887.64</u> |
| Annexation # 23 | \$ <u>24.00</u> | \$ <u>288.00</u> |
| Annexation # 24 | \$ <u>202.80</u> | \$ <u>2,433.60</u> |
| Annexation # 25 | \$ <u>120.17</u> | \$ <u>1,442.04</u> |
| Annexation # 26 | \$ <u>78.01</u> | \$ <u>936.12</u> |
| Annexation # 28 | \$ <u>170.80</u> | \$ <u>2,049.60</u> |
| Annexation # 29 | \$ <u>269.61</u> | \$ <u>3,235.32</u> |
| Annexation # 30 | \$ <u>73.33</u> | \$ <u>879.96</u> |
| Annexation # 31 | \$ <u>112.46</u> | \$ <u>1,349.52</u> |
| Annexation # 32 | \$ <u>66.40</u> | \$ <u>796.80</u> |
| Annexation # 33A | \$ <u>46.12</u> | \$ <u>553.44</u> |
| Annexation # 33B | \$ <u>191.74</u> | \$ <u>2,300.88</u> |
| Annexation # 34 | \$ <u>378.64</u> | \$ <u>4,543.68</u> |
| Annexation # 35 | \$ <u>22.80</u> | \$ <u>273.60</u> |
| Annexation # 36 | \$ <u>132.02</u> | \$ <u>1,584.24</u> |
| Annexation # 37 | \$ <u>135.20</u> | \$ <u>1,622.40</u> |
| BID SCHEDULE PAGE 2 TOTAL | | \$ <u>27,669.24</u> |

Inland Empire Landscape Inc.
 Name of Bidder

BID SCHEDULE
LANDSCAPE MAINTENANCE DISTRICT NO. 1
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
REQUEST FOR BIDS NO. 13-046

| LMD #1 ANNEXATION ZONE | LUMP SUM BID (PER MONTH) | ANNUAL COST |
|-----------------------------------|-------------------------------------|---------------------|
| Annexation # 38 | \$ <u>59.40</u> | \$ <u>712.80</u> |
| Annexation # 39 | \$ <u>182.20</u> | \$ <u>2,186.40</u> |
| Annexation # 40 | \$ <u>145.15</u> | \$ <u>1,741.80</u> |
| Annexation # 41 | \$ <u>49.04</u> | \$ <u>588.48</u> |
| Annexation # 42 | \$ <u>129.54</u> | \$ <u>1,554.48</u> |
| Annexation # 43 | \$ <u>160.61</u> | \$ <u>1,927.32</u> |
| Annexation # 44A (Cedar) | \$ <u>72.93</u> | \$ <u>875.16</u> |
| Annexation # 44B (Merrill) | \$ <u>31.30</u> | \$ <u>375.60</u> |
| Annexation # 45 | \$ <u>190.75</u> | \$ <u>2,289.00</u> |
| Annexation # 46 | \$ <u>19.89</u> | \$ <u>238.68</u> |
| Annexation # 47 | \$ <u>20.75</u> | \$ <u>249.00</u> |
| Annexation # 48 | \$ <u>312.12</u> | \$ <u>3,745.44</u> |
| Annexation # 49 | \$ <u>22.85</u> | \$ <u>274.20</u> |
| Annexation # 50 | \$ <u>69.46</u> | \$ <u>833.52</u> |
| Annexation # 51 | \$ <u>134.26</u> | \$ <u>1,611.12</u> |
| Annexation # 52 | \$ <u>568.99</u> | \$ <u>6,827.88</u> |
| Annexation # 53 | \$ <u>22.10</u> | \$ <u>265.20</u> |
| BID SCHEDULE PAGE 3 TOTAL | | \$ <u>26,296.08</u> |

Inland Empire Landscape Inc.
Name of Bidder

BID SCHEDULE
LANDSCAPE MAINTENANCE DISTRICT NO. 1
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
REQUEST FOR BIDS NO. 13-046

| LMD #1 ANNEXATION ZONE | LUMP SUM BID (PER MONTH) | ANNUAL COST |
|----------------------------------|-----------------------------|--------------------------------------|
| Annexation # 54 | \$ 88.56 | \$ 1,062.72 |
| Annexation # 55 | \$ 10.00 | \$ 120.00 |
| Annexation # 56 | \$ 92.80 | \$ 1,113.60 |
| Annexation # 57 | \$ 163.47 | \$ 1,961.64 |
| Annexation # 58 | \$ 43.76 | \$ 525.12 |
| Annexation # 59 | \$ 19.84 | \$ 233.76 <i>\$238.08 MF 5/28/13</i> |
| Annexation # 60 | \$ 38.83 | \$ 465.96 |
| Annexation # 61 | \$ 31.03 | \$ 372.36 |
| Annexation # 62 | \$ 96.95 | \$ 1,163.40 |
| Annexation # 63 | \$ 17.42 | \$ 209.04 |
| Annexation # 64 | \$ 70.84 | \$ 850.08 |
| Annexation # 65 | \$ 48.20 | \$ 578.40 |
| Annexation # 66 | \$ 12.43 | \$ 149.16 |
| Annexation # 67 | \$ 33.67 | \$ 404.40 |
| Annexation # 68 | \$ 19.80 | \$ 230.16 <i>\$237.60 MF 5/28/13</i> |
| Annexation # 69 | \$ 85.99 | \$ 1,031.88 |
| Annexation # 70 | \$ 52.69 | \$ 632.28 |
| BID SCHEDULE PAGE 4 TOTAL | | \$ 11,103.96 |

Inland Empire Landscape Inc.

Name of Bidder

\$11,115.36 MF 5/28/13

BID SCHEDULE
LANDSCAPE MAINTENANCE DISTRICT NO. 1
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
REQUEST FOR BIDS NO. 13-046

| LMD #1 ANNEXATION ZONE | LUMP SUM BID (PER MONTH) | ANNUAL COST |
|----------------------------------|-----------------------------|---------------------|
| Annexation # 71 | \$ 37.33 | \$ 447.96 |
| Annexation # 72 | \$ 137.50 | \$ 1,650.00 |
| Annexation # 73 | \$ 192.32 | \$ 2,307.84 |
| Annexation # 74 | \$ 89.64 | \$ 1,075.68 |
| Annexation # 75 | \$ 92.21 | \$ 1,142.52 |
| Annexation # 76 | \$ 46.41 | \$ 556.92 |
| Annexation # 77 | \$ 13.60 | \$ 163.20 |
| Annexation # 78 | \$ 84.27 | \$ 1,011.24 |
| Annexation # 79 | \$ 30.60 | \$ 367.20 |
| Annexation # 80 | \$ 1,937.95 | \$ 23,255.40 |
| Annexation # 81 | \$ 15.35 | \$ 184.20 |
| Annexation # 82 | \$ 18.82 | \$ 255.84 |
| Annexation # 83 | \$ 79.52 | \$ 954.24 |
| Annexation # 84 | \$ 47.43 | \$ 569.16 |
| Annexation # 85 | \$ 23.99 | \$ 287.88 |
| Annexation # 86 | \$ 25.70 | \$ 308.40 |
| Annexation # 87 | \$ 237.62 | \$ 2,851.44 |
| BID SCHEDULE PAGE 5 TOTAL | | \$ 37,389.12 |

Inland Empire Landscape Inc.

 Name of Bidder

\$ 37,323.12 MF
 5/28/13

BID SCHEDULE
LANDSCAPE MAINTENANCE DISTRICT NO. 1
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
REQUEST FOR BIDS NO. 13-046

| LMD #1 ANNEXATION ZONE | LUMP SUM BID (PER MONTH) | ANNUAL COST |
|----------------------------------|-------------------------------------|----------------------------|
| Annexation # 88 | \$ <u>206.88</u> | \$ <u>2,482.56</u> |
| Annexation # 91 | \$ <u>80.36</u> | \$ <u>964.32</u> |
| Annexation # 92 | \$ <u>53.86</u> | \$ <u>646.32</u> |
| Annexation # 95 | \$ <u>382.06</u> | \$ <u>4,584.72</u> |
| Annexation # 96 | \$ <u>28.97</u> | \$ <u>347.64</u> |
| Annexation # 97 | \$ <u>55.52</u> | \$ <u>666.24</u> |
| Annexation # 100 | \$ <u>384.70</u> | \$ <u>4,616.40</u> |
| Annexation # 101 | \$ <u>34.99</u> | \$ <u>419.88</u> |
| Annexation # 102 | \$ <u>18.28</u> | \$ <u>219.36</u> |
| Annexation # 103 | \$ <u>70.56</u> | \$ <u>846.72</u> |
| Annexation # 105 | \$ <u>105.16</u> | \$ <u>1,261.92</u> |
| Annexation # 106 | \$ <u>39.88</u> | \$ <u>478.56</u> |
| Annexation # 107 | \$ <u>23.22</u> | \$ <u>278.64</u> |
| Annexation # 109 | \$ <u>132.32</u> | \$ <u>1,587.84</u> |
| Annexation # 110 | \$ <u>109.55</u> | \$ <u>1,314.60</u> |
| Annexation # 111 | \$ <u>16.88</u> | \$ <u>202.56</u> |
| Annexation # 112 | \$ <u>158.52</u> | \$ <u>1,902.24</u> |
| BID SCHEDULE PAGE 6 TOTAL | | \$ <u>22,820.52</u> |

Inland Empire Landscape Inc.

 Name of Bidder

BID SCHEDULE
LANDSCAPE MAINTENANCE DISTRICT NO. 1
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
REQUEST FOR BIDS NO. 13-046

| LMD #1 ANNEXATION ZONE | LUMP SUM BID (PER MONTH) | ANNUAL COST |
|---------------------------------------|-----------------------------|---------------------|
| Annexation # 113 | \$ <u>41.51</u> | \$ <u>498.12</u> |
| Annexation # 115 | \$ <u>105.49</u> | \$ <u>1,265.88</u> |
| Annexation # 116 | \$ <u>819.61</u> | \$ <u>9,835.32</u> |
| Annexation # 117 | \$ <u>120.57</u> | \$ <u>1,446.84</u> |
| Annexation # 118 Riverside/Locust | \$ <u>72.22</u> | \$ <u>866.64</u> |
| Annexation # 119 (Live Oak/Riverside) | \$ <u>67.32</u> | \$ <u>807.84</u> |
| Annexation # 121 (Alder/Casa Grande) | \$ <u>20.00</u> | \$ <u>240.00</u> |
| BID SCHEDULE PAGE 7 TOTAL | | \$ <u>14,980.64</u> |

*\$14,960.64 NF
5/28/13*

Inland Empire Landscape Inc.

 Name of Bidder

BID SCHEDULE SUMMARY
LANDSCAPE MAINTENANCE DISTRICT NO. 1
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
REQUEST FOR BIDS NO. 13-046

| | |
|---------------------------|---------------------------------|
| BID SCHEDULE PAGE 1 TOTAL | \$ 22,227.48 |
| BID SCHEDULE PAGE 2 TOTAL | \$ 27,669.24 |
| BID SCHEDULE PAGE 3 TOTAL | \$ 26,296.08 |
| BID SCHEDULE PAGE 4 TOTAL | \$ 11,103.96 <i>\$11,115.36</i> |
| BID SCHEDULE PAGE 5 TOTAL | \$ 37,389.12 <i>\$37,323.12</i> |
| BID SCHEDULE PAGE 6 TOTAL | \$ 22,820.52 |
| BID SCHEDULE PAGE 7 TOTAL | \$ 14,980.64 <i>\$14,960.64</i> |

SUBTOTAL FOR LANDSCAPE MAINTENANCE DISTRICT NO. 1
ANNUAL COST

\$ 162,487.04

(Price in figures)

\$162,412.44 MF 5/28/13

One Hundred Sixty Two Thousand Four Hundred Eighty Seven Dollars and Four Cents

(Price in words)

Inland Empire Landscape Inc.

Name of Bidder

BID SCHEDULE FORMS

LANDSCAPE MAINTENANCE DISTRICT NO. 2

The following Bid Schedule forms are for identification of monthly lump sum prices for landscape and grounds maintenance services for the individual Zones within LANDSCAPE MAINTENANCE DISTRICT NO. 2.

Bidders shall refer to the "Inventory for Annexation Areas" included in the Appendix to the Bid Documents for a listing of the areas of turf, ground cover, and hard scape, and the quantity of trees located within each individual Annexation Zone identified in the Bid Schedule. The quantities identified by the City are for informational and estimating purposes only; the Bidder shall be required to confirm all quantities as shown on the Inventory included in the Appendix, and in submitting a Bid acknowledges and agrees to provide the full range of services required regardless of the actual amount of landscaped areas to be maintained.

Bidders shall refer to the Landscape Maintenance District Maps included in the Appendix for specific locations of each annexation area or zone.

BID SCHEDULE
LANDSCAPE MAINTENANCE DISTRICT NO. 2
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
REQUEST FOR BIDS NO. 13-046

| LMD #2 ANNEXATION ZONE | LUMP SUM BID (PER MONTH) | ANNUAL COST |
|---|-------------------------------------|---------------------|
| Tract 16308 (Blackmon Homes) Cedar Ave. at Wildflower St. | \$ <u>45.29</u> | \$ <u>543.48</u> |
| Tract 16422 (Escrow Street) Linden Ave. at Summit St. | \$ <u>39.40</u> | \$ <u>472.80</u> |
| Tract 16517 (Walton Development) Pepper Ave. at Meridian Ave. | \$ <u>32.74</u> | \$ <u>392.88</u> |
| Tract 16625 (Pacific Grove) Persimmon St. (Locust Ave. to Maple Ave.) | \$ <u>34.78</u> | \$ <u>417.36</u> |
| Tract 18549 (Elm Park) (Cactus Ave. at Base Line Rd.) | \$ <u>293.15</u> | \$ <u>3,517.80</u> |
| Tract 16764 (Pacific Homes) Linden Ave. at McWethy Ave. | \$ <u>28.66</u> | \$ <u>343.92</u> |
| Tract 16708 (Rialto Heights) Landscape Slope at Frisbie Park | \$ <u>265.20</u> | \$ <u>3,182.40</u> |
| Target Center Casa Grande Dr. at Alder Ave. | \$ <u>2,800.00</u> | \$ <u>33,600.00</u> |
| Opus Logistic Center Riverside Ave. at Resource Dr. | \$ <u>100.00</u> | \$ <u>1,200.00</u> |
| Tract 16813 (Tudor Plaza) Foothill Blvd. (Cedar Ave. to Larch Ave.) | \$ <u>100.00</u> | \$ <u>1,200.00</u> |
| Tract 17219 (Crestwood Communities) Merrill Ave. at Linden Ave. | \$ <u>100.00</u> | \$ <u>1,200.00</u> |
| Tract 17220 (Walton – 26) Pepper Ave. at Etiwanda Ave. | \$ <u>100.00</u> | \$ <u>1,200.00</u> |
| <p style="text-align: center;">SUBTOTAL FOR LANDSCAPE MAINTENANCE DISTRICT NO. 2 ANNUAL COST</p> <p>\$ <u>47,270.64</u></p> <p style="text-align: center;">(Price in figures)</p> <p>Forty Seven Thousand Two Hundred Seventy Dollars and Sixty Four Cents</p> <p style="text-align: center;">(Price in words)</p> | | |

Inland Empire Landscape Inc.

 Name of Bidder

BID SCHEDULE FORMS

CITY PARKS AND FACILITIES

The following Bid Schedule forms are for identification of monthly lump sum prices for landscape and grounds maintenance services for the City Parks and Facilities identified on the Bid Schedule.

Bidders shall refer to the "Inventory for Annexation Areas" included in the Appendix to the Bid Documents for a listing of the areas of turf, ground cover, and hard scape, and the quantity of trees located within each individual Annexation Zone identified in the Bid Schedule. The quantities identified by the City are for informational and estimating purposes only; the Bidder shall be required to confirm all quantities as shown on the Inventory included in the Appendix, and in submitting a Bid acknowledges and agrees to provide the full range of services required regardless of the actual amount of landscaped areas to be maintained.

The lump sum prices identified for landscape and grounds maintenance services for the City Parks shall be inclusive of all required janitorial services at the public restrooms at each of the City Parks, and no additional payment will be allowed therefore.

BID SCHEDULE
CITY PARKS AND FACILITIES
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
REQUEST FOR BIDS NO. 13-046

| LOCATION | LUMP SUM BID (PER MONTH) | ANNUAL COST |
|---|-----------------------------|---------------------|
| Fire Station #202 (1700 N. Riverside Ave.) | \$ 77.58 | \$ 930.96 |
| Fire Station #203 (1550 N. Ayala Dr.) | \$ 140.94 | \$ 1,691.28 |
| Fire Station #204 (3288 N. Alder Ave.) | \$ 110.36 | \$ 1,324.32 |
| Public Works Bldg. (335 W. Rialto Ave. & 246 S. Willow Ave.) | \$ 123.68 | \$ 1,484.16 |
| Police Station (128 N. Willow Ave.) | \$ 40.85 | \$ 490.20 |
| Rialto Chamber of Commerce (120 N. Riverside Ave.) | \$ 17.24 | \$ 206.88 |
| Riverside Ave. Medians (Foothill Blvd. to First St.) | \$ 289.17 | \$ 3,470.04 |
| Rialto Metrolink Parking Lot | \$ 80.58 | \$ 966.96 |
| Riverside Ave. Median (First St. to Bonnie View Dr.) | \$ 359.90 | \$ 4,318.80 |
| Bloomington Ave. Median (Riverside Ave. to San Bernardino Ave.) | \$ 494.70 | \$ 5,936.40 |
| North/South Side Base Line Rd. Parkways (Sycamore Ave. to Acacia Ave.) | \$ 129.38 | \$ 1,552.56 |
| Riverside Ave. Median (South of Merrill Ave.) | \$ 29.48 | \$ 353.76 |
| Foothill Blvd. Median (Linden Ave. to Cedar Ave.) | \$ 40.04 | \$ 480.48 |
| Rialto Senior Center (1411 S. Riverside Ave.) | \$ 300.00 | \$ 3,600.00 |
| Cedar Ave. Median (North of Merrill Ave.) | \$ 40.00 | \$ 480.00 |
| Riverside Ave. Median (South of Agua Mansa Rd.) | \$ 60.00 | \$ 720.00 |
| Aqua Mansa Rd Median (West of Riverside Ave.) | \$ 100.00 | \$ 1,200.00 |
| BID SCHEDULE PAGE 1 TOTAL | | \$ 29,206.80 |

Inland Empire Landscape Inc.

 Name of Bidder

BID SCHEDULE
CITY PARKS AND FACILITIES
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
REQUEST FOR BIDS NO. 13-046

| LOCATION | LUMP SUM BID (PER MONTH) | ANNUAL COST |
|--|-----------------------------|----------------------|
| Cedar Reservoir (2610 N. Cedar Ave.) | \$ 47.28 | \$ 567.36 |
| Easton Reservoir (140 W. Easton Ave.) | \$ 32.13 | \$ 385.56 |
| Airport Office (1451 N. Linden Ave.) | \$ 32.39 | \$ 388.68 |
| Andreson Park (726 N. Lilac Ave.) | \$ 1,110.78 | \$ 13,329.36 |
| Birdsall Park (2611 N. Linden Ave.) | \$ 1,543.26 | \$ 18,519.12 |
| Bud Bender Park (300 N. Lilac Ave.) | \$ 2,176.84 | \$ 26,122.08 |
| Rialto Cemetery (200 N. Willow Ave.) | \$ 1,110.23 | \$ 13,322.76 |
| Civic Center (150 S. Palm Ave.) | \$ 1,239.48 | \$ 14,873.76 |
| Fergusson Park (2395 W. Sunrise Ave.) | \$ 4,444.92 | \$ 53,339.04 |
| Flores Park (1020 W. Etiwanda Ave.) | \$ 727.97 | \$ 8,735.64 |
| Frisbie Park (1901 W. Acacia Ave.) | \$ 2,927.40 | \$ 35,128.80 |
| Jerry Eaves Park (1485 N. Ayala Dr.) | \$ 5,407.05 | \$ 64,884.60 |
| Margaret Todd Park (201 N. Willow Ave.) | \$ 773.16 | \$ 9,277.92 |
| Rialto City Park (130 E. San Bernardino Ave.) | \$ 3,920.68 | \$ 47,048.16 |
| Pepper Ave. Parkways (Winchester Ave. to SR-210)* | \$ 545.21 | \$ 6,542.52 |
| BID SCHEDULE PAGE 2 TOTAL | | \$ 312,465.36 |

Inland Empire Landscape Inc.

Name of Bidder

*Note, the Pepper Avenue parkway landscaping is currently under construction. Plans for the irrigation and landscaping improvements for the Pepper Avenue parkways will be posted on the City's website for Bidder's information. The parkways consist of approximately 107,000 square feet of landscaped areas to be maintained.

**BID SCHEDULE
CITY PARKS AND FACILITIES
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
REQUEST FOR BIDS NO. 13-046**

| | |
|---|----------------------|
| BID SCHEDULE PAGE 1 TOTAL | \$ 29,206.80 |
| BID SCHEDULE PAGE 2 TOTAL | \$ 312,465.36 |
| SUBTOTAL FOR CITY PARKS AND FACILITIES ANNUAL COST | |
| \$ 341,672.16 | |
| (Price in figures) | |
| Three Hundred Forty One Thousand Six Hundred Seventy Two and Sixteen Cents | |
| (Price in words) | |

Inland Empire Landscape Inc.

Name of Bidder

BID SCHEDULE SUMMARY

BASIS OF AWARD

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES REQUEST FOR BIDS NO. 13-046

| | |
|---|---|
| LMD NO. 1 BID SCHEDULE: | <u>\$ 162,487.04</u> <i>\$162,412.44 UF 5/28/13</i> |
| LMD NO. 2 BID SCHEDULE: | <u>\$ 47,270.64</u> |
| CITY PARKS AND FACILITIES BID SCHEDULE: | <u>\$ 341,672.16</u> |

**GRAND TOTAL FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
ANNUAL COST**

\$ 551,429.84 *\$551,355.24 UF 5/28/13*

(Price in figures)

Five Hundred Fifty One Thousand Four Hundred Twenty Nine and Eighty Four Cents

(Price in words)

Inland Empire Landscape Inc.

Name of Bidder

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Riverside

On May 23, 2013 before me, Janelle L. Tuominen, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Joel Ibarra

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Janelle L. Tuominen
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Joel Ibarra

- ☐ Individual
☒ Corporate Officer — Title(s): President
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

ALL-PURPOSE ACKNOWLEDGMENT

State of _____

County of _____

On _____ before me, _____,
Date Name, Title of Officer
personally appeared _____,
NAME(S) OF SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature of Notary

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE Title or Type of Document _____
MUST BE ATTACHED
TO THE DOCUMENT Number of Pages _____ DATE of DOCUMENT _____
DESCRIBED AT RIGHT:
Signer(s) Other Than Named
Above _____

CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS

As suppliers of goods or services to the City of Rialto, the firm listed below certifies that it does not discriminate in its employment with regard to age/handicap, race, color, religion, sex, or national origin; that it is in compliance with all federal, state, and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

We agree specifically:

1. To establish or observe employment policies, which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM Inland Empire Landscape Inc.

NAME OF PERSON SIGNING Joel Ibarra



TITLE OF PERSON SIGNING President

DATE 5-20-2013

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That Inland Empire Landscape, Inc. as Principal, and
Developers Surety and Indemnity Company as Surety,
are held and firmly bound unto the City of Rialto, California, hereinafter called the "City" in the sum of:
Ten Percent Total Amount of Bid ----- (\$10% amount of bid) dollars
(not less than 10 percent of the total amount of the bid)
for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said City to perform the Work required under the Bid
Schedule(s) of the City's Contract Documents entitled:

**LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
REQUEST FOR BIDS NO. 13-046**

NOW THEREFORE, if said Principal is awarded a Contract by said City, and within the time and in the manner
required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written Agreement on the Form
of Agreement included with said Contract Documents, furnishes the required Certificates of Insurance, and
furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void,
otherwise it shall remain in full force and effect. In the event suit is brought upon this Bond by said City, and City
prevails, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to
be fixed by the court.

SIGNED AND SEALED, this 22nd day of May, 2013.

EXECUTED FOR THE PRINCIPAL:

Inland Empire Landscape, Inc.

By

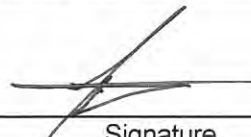


Signature
(NOTARIZED)

Print Name and Title:

Joel Ibarra, President

By



Signature
(NOTARIZED)

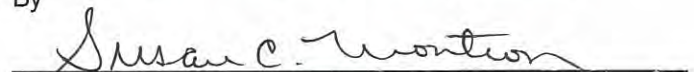
Print Name and Title:

JOEL IBARRA SECRETARY -

EXECUTED FOR THE SURETY:

Developers Surety and Indemnity Company

By



Signature
(NOTARIZED)

Print Name and Title:

Susan C. Monteon, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Riverside

On May 23, 2013 before me, Janelle L. Tuominen, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Joel Ibarra

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Janelle L. Tuominen
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Joel Ibarra

- ☐ Individual
☒ Corporate Officer — Title(s): President/Secretary
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Riverside

On May 22, 2013 before me, Janelle L. Tuominen, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Susan C. Monteon

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Susan C. Monteon, Janelle L. Tuominen, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 16, 2012.

By: *Daniel Young*
Daniel Young, Senior Vice-President

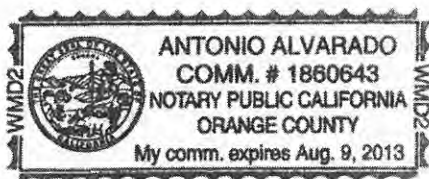
By: *Gregg N. Okura*
Gregg N. Okura, Vice-President

State of California
County of Orange



On November 16, 2012 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Gregg N. Okura
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Antonio Alvarado
Antonio Alvarado, Notary Public

CERTIFICATE


The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 22nd day of May, 2013.

By: *Mark J. Lansdon*
Mark J. Lansdon, Assistant Secretary

State of California)
)
County of Riverside) ss.

Bidder Inland Empire Landscape Inc.

By Joel Ibarra 

Title President

Organization Inland Empire Landscape Inc.

Address 2456 Kern Street

San Bernardino CA 92407

INFORMATION REQUIRED OF BIDDER

LIST OF SUBCONTRACTORS

As required under Section 4100, et seq., of the Public Contract Code, the Bidder shall list below the name and business address of each subcontractor who will perform Work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, or \$10,000.00, whichever is greater, and shall also list the portion of the Work which will be done by such subcontractor. After the opening of Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement will render the Bid as non-responsive and may cause its rejection.

Special Note: The Prime Contractor shall perform not less than 50% of the Work identified in this Bid. In the event a Bidder lists subcontractors who will perform Work under this Bid in excess of 50% of the Work identified in this Bid, the Bid shall be considered non-responsive.

Bidders shall list the total % of Work to be performed by the Prime Contractor here: ____
(Shall not be less than 50%)

| Work to be Performed | Contractor's License Number | Percent of Total Contract | Subcontractor's Name & Address |
|----------------------|-----------------------------------|---------------------------------|--------------------------------|
| 1. None | | | |
| | | | |
| | | | |
| | | | |
| 2. | | | |
| | | | |
| | | | |
| | | | |
| 3. | | | |
| | | | |
| | | | |
| | | | |
| 4. | | | |
| | | | |
| | | | |
| | | | |
| 5. | | | |
| | | | |
| | | | |
| | | | |
| 6. | | | |
| | | | |
| | | | |
| | | | |
| 7. | | | |
| | | | |
| | | | |
| | | | |
| 8. | | | |
| | | | |
| | | | |
| | | | |
| | | | |

BIDDER'S GENERAL INFORMATION

The Bidder shall furnish the following information. Failure to complete all Items will cause the Bid to be non-responsive and may cause its rejection.

1. BIDDER/CONTRACTOR'S Name and Street Address:
Inland Empire Landscape inc.
2456 Kern Street
San Bernardino CA 92407
Telephone Number: (909) 473-9066
Facsimile Number: (909) 473-9040
E-Mail: nick@inlandempirelandscape.com
Tax Identification Number: 14-1957848
2. TYPE OF FIRM
☐ Individual ☐ Partnership ☒ Corporation (State CA)
☒ Minority Business Enterprise (MBE)
☐ Women Business Enterprise (WBE)
☐ Small Disadvantaged Business (SDB)
☐ Veteran Owned Business
☐ Disabled Veteran Owned Business
3. CONTRACTOR'S LICENSE: Primary Classification C-27
State License Number(s) 802299
Supplemental License Classifications D-49 - C-61
4. BUSINESS LICENSE: ☐ Yes ☒ No License No.:
5. Surety Company and Agent who will provide the required Bonds on this Contract:
Name of Surety See Attached Bid Bond
Address _____

Surety Company _____
Telephone Numbers: Agent () _____ Surety () _____

BIDDER'S GENERAL INFORMATION (Continued)

6. List the names and addresses of the principal members of the firm or names and titles of the principal officers of the corporation or firm:

| | |
|-------------------------|-------------------------|
| <u>Joel Ibarra</u> | <u>President</u> |
| <u>Nick Alvarado</u> | <u>Business Manager</u> |
| <u>Geoff Rutherford</u> | <u>Project Manager</u> |

7. Number of years experience as a contractor in this specific type of construction work: 11

8. List at least three related projects completed to date:

| | | |
|----|---------------------------|---|
| a. | Owner <u>See Attached</u> | Address <u>Experience and References - Major Projects Completed</u> |
| | Contact _____ | Class of Work _____ |
| | Phone _____ | Contract Amount _____ |
| | Project _____ | Date Completed _____ |
| | Contact Person _____ | Telephone number _____ |
| b. | Owner _____ | Address _____ |
| | Contact _____ | Class of Work _____ |
| | Phone _____ | Contract Amount _____ |
| | Project _____ | Date Completed _____ |
| | Contact Person _____ | Telephone number _____ |
| c. | Owner _____ | Address _____ |
| | Contact _____ | Class of Work _____ |
| | Phone _____ | Contract Amount _____ |
| | Project _____ | Date Completed _____ |
| | Contact Person _____ | Telephone number _____ |

9. Name of Project Manager/Supintendent: Nick Alvarado

10. Name(s) of person(s) who inspected job site: Nick Alvarado



City of Rialto

Purchasing Division

Addendum Number One Request for Proposal 13-046 May 20, 2013

All prospective proposers are hereby notified of questions and answers made in regards to Request for Proposal 13-046.

1. What is the current contract amount? The current contract amount for landscape maintenance, including irrigation repairs, is \$557,723
2. Are all the medians and parkways throughout the city? Yes, all the medians and parkways listed on the bid packages are part of the bids.
3. If so, are there some medians and parkways that are not included? NO, see answer number two.
4. Who is responsible for the trash bins at the parks and facilities? Who pays for the cost of the trash bins? Burrtec Co. is responsible for all trash bins at all parks and city facilities. The City is the responsible party relating to costs/billing.
5. Some areas in Downtown Rialto are not listed in the specs, (i.e. parking lots) are they included in the bid? N/E parking lot on the corner of First and Riverside Ave. is not part of the bid.

All other specifications relative to this Request for Proposal shall remain the same.

Respectfully,

Laura Cardenas

Laura Cardenas, CPPB
Buyer/Accounting Technician
City of Rialto, Purchasing Division
909-820-2539
909-820-2600 fax
lcardenas@rialtoca.gov



City of Rialto

Purchasing Division

Addendum Number Three Request for Proposal 13-046 May 14, 2013

All prospective proposers are hereby notified of questions and answers made in regards to Request for Proposal 13-046.

1. Who currently has the contract for the City of Rialto? Azteca Landscape
2. When you add all the square footage up on the pricing sheets it does not add up to the total you have listed at the bottom of the page, can you send out correct sheet with the right square footage amount and or square footage total. See the attached for clarification.

All other specifications relative to this Request for Proposal shall remain the same.

Respectfully,

Laura Cardenas

Laura Cardenas, CPPB
Buyer/Accounting Technician
City of Rialto, Purchasing Division
909-820-2539
909-820-2600 fax
lcardenas@rialtoca.gov

CITY FACILITIES PARKS INVENTORY

The bidder is responsible for verifying all quantities

| FACILITY LOCATIONS | TRASH CANS | TREE Qty | TURF Sq. ft. | G.C./ Planters Sq. Ft. | HARDSCAPE Sq. Ft. |
|---------------------------------------|------------|--------------|------------------|------------------------|-------------------|
| Fire Station # 202 | 2 | 21 | 1,250 | 7,462 | 6,500 |
| Fire Station # 203 | 2 | 48 | 8,200 | 3,100 | 16,335 |
| Fire Station # 204 | 2 | 38 | 7,200 | 3,400 | 11,040 |
| Public Works Bldg. | 4 | 28 | 7,400 | 1,100 | 15,750 |
| Police Station | 2 | 10 | 4,520 | 0 | 3,490 |
| Rialto Chamber | N/A | 1 | 1,100 | 780 | 1,500 |
| Riverside Medians (Foothill/1st.) | N/A | 56 | 55,450 | 50 | 1,200 |
| Rialto Metrolink Parking Lot | 10 | 67 | 0 | 15,800 | 0 |
| Downtown Riverside Medians Planters | N/A | 109 | 45,350 | 15,068 | 10,150 |
| Bloomington Medians | N/A | 126 | 97,000 | 0 | 0 |
| Baseline Parkways | N/A | 35 | 20,100 | 0 | 5,268 |
| Riverside/ Merrill Ave. Medians | N/A | 3 | 0 | 580 | 5,200 |
| Foothill Home Depot Medians | N/A | 26 | 0 | 6,500 | 1,350 |
| 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 Rd. | N/A | 16 | 0 | 1,350 | 1,200 |
| Agua Mansa Rd. west of Riverside Ave. | 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 |
| Airport Office | N/A | 4 | 5,350 | 0 | 1,000 |
| Andreson Park | 12 | 120 | 141,570 | 0 | 76,230 |
| Birdsall Park | 16 | 75 | 209,100 | 1,200 | 92,300 |
| Bud Bender Park | 15 | 90 | 313,632 | 0 | 113,200 |
| Rialto Cemetery | 10 | 101 | 185,130 | 1,200 | 31,363 |
| Civic Ctr. | 4 | 104 | 128,325 | 6,500 | 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 | 363 | 739,649 | 26,280 | 294,276 |
| 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 |
| Totals | 216 | 2,876 | 3,670,523 | 324,019 | 1,556,563 |



City of Rialto

Purchasing Division

Addendum Number Two Request for Proposal 13-046 May 6, 2013

All prospective proposers are hereby notified of clarifications made in regards to Request for Proposal 13-046.

1. After further review of Question 1 in Addendum 1 the City of Rialto chooses to redact its requirement regarding the required licensing of the Contractor. The Contractors State Licensing Board, states that License C-27, does not specify a tree height restriction. Tree height restrictions are determined by the WCIRB, Workers' Compensation Insurance Rating Bureau of California. Therefore a D-49 and/or C-61 license is not required.

All other specifications relative to this Request for Proposal shall remain the same.

Respectfully,

Laura Cardenas

Laura Cardenas, CPPB
Buyer/Accounting Technician
City of Rialto, Purchasing Division
909-820-2539
909-820-2600 fax
lcardenas@rialtoca.gov



City of Rialto

Purchasing Division

Addendum Number One Request for Proposal 13-046 May 2, 2013

All prospective proposers are hereby notified of questions and answers made in regards to Request for Proposal 13-046.

1. The RFB states bidders and the successful Contractor must have a valid California Landscape Contractor's License, C-27, at the time of bid submittal and throughout the contract period; however, the RFB also states the Contractor will be responsible for trimming trees up to 20 feet in height. California Contractor's License requirements state that to trim any tree over twelve (12) feet, a D49 or C61 license is required. Please clarify.

The following revisions are hereby made to the Bid Documents:

Paragraph N-6 "Contractor's License Classification" is revised to read:

The Contractor shall possess a valid Class C-27, and C61-D49 (Tree Service) Contractor license at the time of submitting bids. The Contractor shall possess a valid California Pest Control Operator's License at the time of the bid submittal and throughout the contract period.

Item 1 of Section 2 "Competency of Bidders" of the Instructions to Bidders is revised to read:

Bidder must have a valid California Landscape Contractor's License C-27, and C61-D49 (Tree Service), at the time of the bid submittal and throughout the contract period.

2. Please provide a restroom count for the local parks.

The following Table is added to the "City Facilities – Parks Inventory" Sheet included in the Appendix:

| Park Site | Address | Restrooms |
|--------------------|-------------------------|-----------|
| Andreson Park | 760 South Lilac | 2 |
| Birdsall Park | 2611 North Linden | 2 |
| Bud Bender Park | 300 North Lilac | 4 |
| Ferguson Park | 2395 West Sunrise | 4 |
| Flores Park | 1020 West Etiwanda | 2 |
| Frisbie Park | 1901 North Acacia | 2 |
| Jerry Eaves Park | 1485 North Ayala | 5 |
| Margaret Todd Park | 201 North Willow | 0 |
| Rialto Park | 130 East San Bernardino | 6 |

3. Please clarify the deadline for questions.

*As stated on Page 3 of the Notice Inviting Bids, questions must be submitted in writing at least three (3) working days before the bid opening. Deadline for submitting questions is the close of business or 6:00 PM on Monday, May 20, 2013. *Please note, the City of Rialto operates on a 4/10 work schedule is closed on Fridays.*

4. Please clarify the address for submitting bids.

Please refer to Section N-11 of the Notice Inviting Bids which states:

The envelope enclosing the Bid shall be sealed and addressed to the City of Rialto, and shall be delivered or mailed to the City Clerk, City of Rialto, 290 W. Rialto Ave., Rialto, CA 92376. The envelope shall be plainly marked in the upper left hand corner with the name and address of the Bidder and shall bear the words "Bid For RFB #13-046 – Landscape and Grounds Maintenance Services," followed by the title of the Project and the date and hour of opening Bids. The certified or cashier's check or Bid Bond shall be enclosed in the same envelope with the Bid.

All other specifications relative to this Request for Proposal shall remain the same.

Respectfully,

Laura Cardenas

Laura Cardenas, CPPB
Buyer/Accounting Technician
City of Rialto, Purchasing Division
909-820-2539
909-820-2600 fax
lcardenas@rialtoca.gov



INLAND EMPIRE LANDSCAPE, INC.

Landscape Development & Maintenance

2456 Kern Street
San Bernardino, CA 92407
909.473.9066
fax 909.473.9040
ST. LIC. 802299

Experience & References

City of Riverside Parks & Recreation

6927 Magnolia Ave.

Riverside CA 92506

Office: 951-351-6250

Contact: Park Superintendent - Shirley Bennett (951-351-6149)

Project: Annual Park maintenance Services

Martha Mclean Anza Narrows Park Total Yearly Cost \$120,000.00

Kensington Park Total Yearly Cost \$8,400.00

Doty Trust Park Total Yearly Cost \$112,800.00

Pacific Communities Builder, Inc.

1000 Dove Street, Ste. 100

Newport Beach, California 92660

Phone: 949-660-8988

Contact: Jaime Bedolla - Purchasing (Multiple active subdivisions)

Projects: Monthly Landscaping Maintenance for various owned properties and
Landscaping Construction Projects upon Request and approval.

Total Monthly Cost \$7,500.00

County of Riverside Transportation Department

4080 Lemon Street

Riverside CA 92502

Office: 951-955-6767

Contact: Principal Engineering Technician - Mark P Hughes (951-830-6860)

Projects: Monthly Landscaping Maintenance for various Zones within Riverside
County and Landscaping Construction Projects upon Request and approval.

Total Monthly Cost \$7,920.00

Frank Rose Construction, Inc.

257 E Bellevue Rd., PMB 404

Atwater, CA 95301

Office: (209) 357-1156

Fax: (209) 357-3912

Contact: Frank Rose - President

Project: Desert Spring Apartments, Victorville, Ca.

Contract Estimated Amount \$789,000.00 -in Progress.



INLAND EMPIRE LANDSCAPE, INC.

Landscape Development & Maintenance

2456 Kern Street
San Bernardino, CA 92407
909.473.9066
fax 909.473.9040
ST. LIC. 802299

Major Projects Completed within past 5 years as of this date:

Frank Rose Construction, Inc.

257 E Bellevue Rd., PMB 404

Atwater, CA 95301

Office: (209) 357-1156

Fax: (209) 357-3912

Contact: Frank Rose - President

Project: Oakwood Apartments, Moreno Valley, CA Contract Estimated Amount

\$70,000.00 - 100% Completion.

City of Riverside Parks & Recreation

6927 Magnolia Ave.

Riverside CA 92501

Office: 951-351-6250

Contact: Park Superintendent - Shirley Bennett (951-351-6149)

Project: "Annual Landscape Maintenance" Services at various locations, Bid # 6236.

Contract Estimated Amount \$300,000.00 Yr.

100% Completion as of December 31, 2008.

City of Riverside Public Works Division

1900 Main Street

Riverside, CA 92501

Phone: 951-351-6112

Contact: City Landscape Inspectors - Robert Filiar (951-712-4365),

Projects: "Landscape and general Maintenance Services for Downtown Area."

(Request for proposal)

Contract Estimated Amount \$ 144,000.00 Yr. RFP# 1018

100% Completion as of December 30, 2008.