

**CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH TROPICAL PLAZA NURSERY, INC.
(LANDSCAPING MAINTENANCE SERVICES – NIB 23-005RH ON-CALL
EMERGENCY LANDSCAPE SERVICES)**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 2024 (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and Tropical Plaza Nursery, Inc., a California Corporation with its principal place of business at 9642 Santiago Blvd., Villa Park, CA 92861 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance or other general services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing landscape maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the NIB 23-005RH On-Call Emergency Landscape Services project (“Project”) as set forth in this Agreement.

2.3 As-Needed Services

This Agreement is for as-needed or on-call services. This means that each individual call-out under this Agreement is a separate project for purposes of the City’s bidding and purchasing requirements, including, but not limited to, its bond requirements provided for in Civil Code Section 9550, which mandates that the City require a payment bond for certain public work projects involving an expenditure in excess of \$25,000.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional landscape maintenance or other general services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from October ____, 2024 to June 30, 2026 (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely

manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Donna Finch, Community Services Director, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

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

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Contractor shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Contractor commences any Services under this Agreement, Contractor shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City,

its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor.

(C) All Coverages. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Contractor. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.4 Other Provisions; Endorsements Preferred. Contractor shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Contractor:

(A) Waiver of Subrogation – All Other Policies. Contractor hereby waives all rights of subrogation any insurer of Contractor's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Contractor shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.5 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigation,

claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.7 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.10.10 Sub-Contractors. All subcontractors shall comply with each and every insurance provision of this Section 3.2.10. Contractor shall therefore not allow any subcontractor to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Agreement.

3.2.10.11 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Contractor shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City, when the City approves an individual call-out and

issues a project work order for that project, a Performance Bond in the amount of the project work order and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City, when the City approves an individual call-out and issues a project work order for that project, a Payment Bond in the amount of the project work order and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

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

3.2.12.4 Surety Qualifications. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best's rating no less than A-:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best's rating no less than A-:X and authorized to issue the required bonds in California. If a surety does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed One Hundred and Seventy-Five Thousand Dollars (\$175,000.00) (“Total Compensation”) without written approval of City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Contractor perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall

post copies at the Contractor's principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Contractor may obtain a copy of the prevailing wages from the City's Representative. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Contractor employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Contractor:

Tropical Plaza Nursery, Inc.
9642 Santiago Blvd.
Villa Park, CA 92861
Attn: Les Fields

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Donna Finch, Community Services Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as

specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.6.1 Subcontractors; Assignment or Transfer. Contractor shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Contractor shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subcontractors, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.5.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.12 Prohibited Interests. Contractor warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

3.5.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both Parties.

[SIGNATURES ON NEXT 2 PAGES]


**CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH TROPICAL PLAZA NURSERY, INC.
(LANDSCAPING MAINTENANCE SERVICES – NIB 23-005RH ON-CALL
EMERGENCY LANDSCAPE SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By: _____
Donna Finch
Community Services Director

Reviewed By: 
B03DA9FDDEB845C...
Moses Cortez
Facilities, Parks & Trails Manager

Reviewed By: 
F8EFBE3136B4492...
Yasmin Lopez
Purchasing Manager

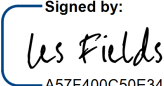
Attest:

Sylvia Edwards
City Clerk

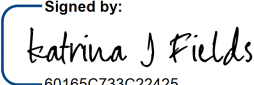
CONTRACTOR'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH TROPICAL PLAZA NURSERY, INC.
(LANDSCAPING MAINTENANCE SERVICES – NIB 23-005RH ON-CALL
EMERGENCY LANDSCAPE SERVICES)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

TROPICAL PLAZA NURSERY INC.
a California corporation

By:  Signed by:

A57E400C50E346A
Leslie T. Fields
President

By:  Signed by:

60165C733C22425...
Katrina J. Fields
Treasurer

EXHIBIT "A" **SCOPE OF SERVICES**

Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional on-call landscape maintenance services necessary for the Project. The Services are more particularly described herein.

i. Contractor shall furnish all labor, tools, materials, and equipment to provide "On Call" Emergency Landscape Services with no guaranteed usage for services as set forth in this Agreement.

ii. All work shall be done in a thorough and workmanlike manner to the satisfaction of the Department Director, or his designee, and comply with all legal construction and landscape maintenance practices.

iii. Contractor shall have the duty to provide complete emergency landscape services of all work sites, including, but not limited to the following:

1. Irrigation installation, testing, auditing, and troubleshooting.
2. Installation of Myers controller cabinets including concrete base.
3. Dump truck and Bobcat for emergency clean-up and hauling.
4. Emergency repairs to concrete and pavers.
5. Installation of hardscape and landscape drainage systems.
6. Installation and/or repair of residential irrigation systems.
7. Installation of the Calsense irrigation system per City and manufacturer standards.
8. Installation of shrubs, trees, groundcover, and sod.

iv. 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.

v. All work shall conform to the City of Corona Standard Plans, Section 600, Landscape and Irrigation Specifications. In all cases, the Department Director, or his designee, will have complete and sole discretion in determining conformance and acceptability of the landscape or irrigation repairs or installation by the contractor. Landscaping or irrigation rejected by the Department Director, or his designee, shall be excluded from payment.

A. TECHNICAL SPECIFICATIONS/SCOPE OF WORK

Contractor shall be responsible for furnishing all materials, transportation, labor, equipment, any and all services and materials necessary to facilitate complete the comprehensive scope of work.

B. LOCATION MAP/SITE PHOTOS

[636093790178870000 \(coronaca.gov\)](https://www.coronaca.gov/636093790178870000)

CONTRACTOR MINIMUM REQUIREMENTS

In order to be deemed responsive, bidders must meet all of the following minimum requirements, which may be waived in the City's sole and absolute discretion:

1. A valid California Landscape Contractor's License (C-27) and California DIR registration. The DIR registration number for each contractor and subcontractor must be identified on the bid proposal. Failure to identify this number could result in the bid being rejected as non-responsive. It is each bidder's responsibility to ensure that they have fully complied with SB 854.
2. A minimum 10 years in landscape construction for three separate municipalities. Please list cities and location on form titled "City References".
3. A minimum of 10 acres or more of new landscape installation (irrigation and plantings) of right-of-ways, parks, or HOA's in the City of Corona within the last 10 years. Please provide a list of areas and location on form titled "City of Corona Landscape and Irrigation Installation Experience".

a. WORK ORDERS, ASSIGNMENT, AND INSPECTION OF WORK

i. Area Inspector's Duties: An Area Inspector will be assigned to this project area for which he/she will be responsible for making inspections, re-inspections, monitoring the Contractor's activities, and ensuring the work performed in the assigned project is done to the quality level prescribed in this contract and in accordance with prescribed time schedules. Upon determination of a violation of the specifications and/or terms of this contract, the Area Inspector shall record, process, and submit all pertinent information to the Department Director, or his designee, for processing.

ii. Work Order and Payment: The work order will consist of a written list of specified emergency work to be performed. The work order shall be considered complete when all work on the sheet has been inspected and approved by the Area Inspector and has been signed by both the Area Inspector and the Contractor indicating that agreement exists as to the information show on the work order. Such information shall consist of specific worksite locations, work actually completed, and the acceptability of the landscape activities performed. The completed sheets dated, certified, and signed by the Contractor and the Area Inspector will be submitted to the Department Director, or his designee, 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 after completion of each cycle before another work order may be issued. Failure to obtain a work order prior to beginning a monthly cycle can result in nonpayment for work performed.

iii. Daily Contact: The Contractor MUST make daily contact with the assigned Area Inspector or designate at a time mutually agreed upon by the Inspector and the Contractor. This daily contact is for the purpose of discussing Contractor's work schedule for the day, areas that need to be inspected for approval, and work orders that need to be signed off. Failure to contact the assigned area inspector or designate on a daily basis will constitute a breach of contract.

In the event the Contractor develops difficulty in meeting the schedule and contract specifications, the Contractor may also be assessed \$100.00 per day as liquidated damages because of breach of contract as described above. Should it become necessary to penalize a Contractor on more than one occasion for failure to meet specifications within the agreement, the Contractor may be released from his contractual obligation to the City. The project will then be awarded to an existing alternate Contractor, or awarded to the next lowest and best bidder on the previous bid.

b. AREAS TO BE SERVICED

i. Work sites may include medians, parkways, parks, slopes, greenbelt areas, fuel modification areas, or natural areas.

c. DEFINITIONS

i. Where "as directed", "as required", "as permitted", "approved", "acceptance", or words of similar importance are used, it shall be understood that the direction, requirement, permission, approval or acceptance of the Department Director Department Director is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", "in place", "this is", "furnish and install"; the work "site" as used hereinafter shall be understood to mean the location receiving the service. The use of the word "Department Director", shall be construed to mean the Department Director of the Community Services Department

or his designee. The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by him and working under this contract.

ii. The use of the words "shall" and "may" shall be held to mean "mandatory" and "permissive" respectively.

iii. The use of the words "his" or "him" shall be construed to mean either gender, as appropriate.

d. CONTRACTOR LIABILITY

i. All damage to existing improvements located within areas, and adjacent to areas under maintenance, which in the opinion of the Department Director, or his designee, are due to the Contractor's operation, shall be repaired or replaced at the Contractor's expense with similar materials and in an approved manner.

ii. Such repairs and/or replacement shall be performed by the Contractor at no cost to the City, and shall be accomplished as directed by the Department Director, or his designee. Repairs shall be made immediately after damage or alteration occurs. Deductions shall be made from the Contractor's payment in the amount necessary to compensate the City for such repairs in the event such repair work is done by City forces or another source as stated in Section 31.

iii. Irrigation damage shall be repaired or replaced within the following time limits:

1. Mainline irrigation breaks shall be repaired within two (2) hours.

2. All other irrigation repair and/or replacement shall be completed within one (1) working day.

iv. Damage to trees shall be repaired in the following manner:

1. Minor damage such as bark lost from mechanical equipment shall be remedied by a qualified Arborist.

v. If the damage results in the loss of the tree; or, if in the opinion of the Department Director, or his designee, the damage is severe, the damaged tree shall be removed and replaced with a similar variety and size.

vi. All damage resulting from chemical application and/or operation, either by spray-drift, improper application, lateral leaching, or other means, shall be corrected in accordance with the previous provisions and the soil conditioned to ensure its ability to support plant life.

vii. All work shall be inspected, verified, and completed to the satisfaction of the Department Director, or his designee.

e. INSPECTION

The City shall inspect the work to ensure adequacy of installations and methods of performing the work are in compliance with the contract. However, this shall not be construed to relieve the Contractor of the duty to provide continuous inspection of the work area. Discrepancies and deficiencies in the work shall be brought to the attention of the Contractor and corrected in the manner and time frame specified by the Department Director, or his designee.

f. HAZARDOUS CONDITIONS

It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any areas within this Agreement unsafe, as well as any unsafe practices occurring thereon. The Department Director, or his designee, shall be notified immediately of any unsafe condition that requires major correction.

i. 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.

ii. Contractor shall inspect all work sites for hazards, or potential hazards.

iii. Contractor shall cooperate fully with the City of Corona in the investigation of any accidental injury or death occurring on the premises, including the submission of a complete written report thereof to the Department Director, or his designee, within five (5) days following the occurrence.

g. UNKNOWN OBSTRUCTIONS

Should any unknown obstruction be encountered during the course of this contract the Contractor immediately brings 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.

h. SAFETY

i. 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 landscape 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.

ii. The Department Director, or his designee, 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.

iii. Contractor shall conduct its operation as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as deemed necessary by the Department Director of the Community Services Department. The Contractor must abide by the provisions of the "WORK AREA TRAFFIC CONTROL HANDBOOK" is herein adopted as the minimum safety guidelines.

i. REMOVING OBSTRUCTIONS AND MAINTENANCE OF EXISTING IMPROVEMENTS

i. 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 their 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.

ii. 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 prosecution 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.

iii. 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.

iv. 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.

j. CONTRACTOR STAFF

i. Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, to the satisfaction of the Department Director, or his designee, all work required under this contract during the prescribed hours.

ii. 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 Department Director, or his designee, 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 Department Director, or his designee. Any order or communication given to the supervisor shall be deemed as delivered to the Contractor.

iii. 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 Department Director, or his designee, 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 Corona.

iv. 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 Regulation, 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 Department Director, or his designee.

v. The Department Director, or his designee, requires the Contractor to 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.

k. LOCAL OFFICE

i. Contractor shall maintain an office with a telephone and provide at all times the following:

1. 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 Corona or the Department Director, or his designee.

2. This person(s) shall be reachable twenty-four (24) hours per day and seven (7) days per week.

3. An answering service shall be considered an acceptable substitute to full-time coverage, outside of prescribed working hours, provided the Contractor are notified of any communication within one (1) hour after receipt of said communication.

4. The telephone number(s) of the Contractor or responsible person(s) of the Contractor shall be a toll-free number for the City of Corona.

ii. During normal working hours, the Contractor's Supervisors, who are responsible for providing maintenance services, shall be available for notification through radio or cellular telephone communication.

I. STORAGE FACILITIES

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

m. SIGNS

Contractor shall not post signs or advertising matter upon the areas under maintenance or improvements thereon, unless prior written approval is obtained from the Department Director, or his designee.

n. LOCKS AND KEYS

Where City of Corona locks and keys are required as part of this contract, the Contractor shall:

i. Not duplicate any coded City key furnished by the City.

ii. Surrender all keys furnished by the Community Services Department promptly at the end of the contract period, or at any time deemed necessary by the Department Director, or his designee, to prevent loss to the City of Corona.

iii. Protect the security of City property by keeping controller cabinet and enclosure doors locked at all times.

iv. Refrain from using premises behind locked doors for storage of materials, supplies or tools except as approved by the Department Director, or his designee.

v. Be required to pay a \$100.00 deposit for each key issued to open Calsense controller cabinets. This deposit is refundable upon return of the key to the City of Corona.

Loss of a key will result in the forfeiture of the key deposit and may restrict the City of Corona from issuing any future keys

o. UTILITIES

i. The City of Corona shall pay for the maintenance-related water and electrical utilities.

ii. Water usage shall not exceed the amount required to comply with irrigation schedules established by the Contractor and approved by the Department Director, or his designee.

iii. Contractor may pay for all excessive utility usage due to any Contractor's failure to repair irrigation systems or unauthorized increases in water usage.

iv. The excess cost will be determined by comparing the current usage with historical usage for the same time period.

v. 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.

p. NON-INTERFERENCE

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

q. PROTECTION OF PUBLIC

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.

r. PARKING

i. Contractor shall park his vehicles and equipment within designated parking areas or in such a location to insure normal vehicular traffic.

ii. 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.

iii. Contractor shall promptly remove from the work area, all debris generated by their performance.

s. USE OF CHEMICALS

i. Contractor shall submit a list of all chemical herbicides, pesticides, and rodenticides proposed for use under this contract for approval by the Department Director, or his designee. 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.

ii. The use of chemicals shall conform to the current County of Riverside Agriculture Commissioner regulations. No chemical herbicide, rodenticide, or pesticide shall be applied until its use is approved, in writing, by the Department Director, or his designee, as appropriate for the purpose and area proposed.

t. METHOD OF IRRIGATION

- i. 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.
- ii. 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.
- iii. Care shall be exercised to prevent a waste of water, erosion, and/or detrimental seepage into existing underground improvements or structures.
- iv. 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. Contractor accepts full responsibility for educating and monitoring its employees regarding safety issues related to the presence and use of Recycled Water.

Irrigation shall be repaired or replaced within the following time limits:

- 1. Mainline irrigation breaks shall be repaired within two (2) hours.
- 2. All other irrigation repair and/or replacement shall be completed within one (1) working day.

u. GREEN WASTE DISPOSAL

- i. Green waste shall be defined as tree and shrubbery trimmings, grass, weeds, leaves, woodchips and other garden organic materials.
- ii. Contractor shall be responsible for recycling all green waste generated from their contract performance.
- iii. Contractor shall have the duty to keep all green waste from being contaminated to an extent it no longer can be recycled.
- iv. Contractor shall deliver all green waste to a city approved reclamation site, for the purposes of recycling.
- v. 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 Department Director, or his designee.

v. EMERGENCY CALLS

- i. Contractor shall have the capability to receive and respond immediately to calls of an emergency nature during normal working hours and outside of normal working hours.
- ii. Calls of an emergency nature received by the Department Director, or his designee, shall be referred to the worksite Contractor for immediate disposition.
- iii. If the worksite 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.
- iv. The Contractor shall not receive additional compensation for responding to emergencies for work included in these general conditions at contract worksites.

w. EXTRAORDINARY SERVICES

- i. Contractor shall be responsible for providing extraordinary service and/or repairs to existing landscape.
 - 1. Extraordinary services shall be defined as work not included in these general conditions or work required at a site for which there is no contract.
 - 2. Extraordinary maintenance shall include answering emergency calls as required. Contractor shall respond to an emergency call within two (2) hours. Contractor shall maintain a 24 hours per day seven days per week on-call service for emergency calls.
 - 3. The Contractor shall notify the Department Director, or his designee, by telephone within 24 hours of any emergency extraordinary work that is performed. Non-emergency extraordinary work requires written approval before the work is performed.
- ii. 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.
 - 1. 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.
 - 2. 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.
- iii. An emergency may be called by the following individuals or agencies at any time for extraordinary services involving repair work:
 - 1. City Manager
 - 2. Assistant City Manager

3. Police Department
4. Maintenance Manager
5. Fire Chief
6. Utility Construction Superintendent
7. Parks Services Worker
8. Park Superintendent

iv. The following emergency phone numbers is listed for the convenience of Contractor.

Fire Department (Dispatch) (951) 736-2221
Fire Department (Emergency) 911 or (951) 736-2222
Police Department (Emergency) 911 or (951) 736-2333
American Medical Response (951) 782-5200
Corona Regional Medical Center (951) 737-4343
812 5. Washburn A venue, Corona
Southern California Edison (800) 611-1911
Southern California Gas (Transmission) (951) 845-2617
Four Corners Pipeline (213) 428-9000
5900 Cherry Avenue, Long Beach

x. REPORTING DAMAGE OR MALFUNCTION

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

y. COMPENSATION FOR ROUTINE MAINTENANCE

i. The City shall compensate Contractor based upon the total dollar amount of a bid or the total dollar amount of a combination of bids, if applicable, in monthly installments beginning 30 days after the commencement of work.

ii. Billing adjustments may be made where authorized by this Agreement.

z. METHOD OF PAYMENT

i. The Contractor will be paid monthly for satisfactory work performed under this contract.

ii. On or about the first of each month the Contractor shall submit an invoice and all reports required in the Agreement for work performed in the prior month.

iii. This invoice shall be in accordance with the contract price and shall become the basis for payment.

iv. This invoice shall be subject to review and approval by the Department Director, or his designee.

v. All submitted invoices, approved by the Department Director, or his designee, shall require a minimum of three (3) weeks for processing by the City of Corona Administrative Services Department.

vi. Any charges in the invoice not approved by the Department Director, or his designee, shall not be paid by the City.

aa. MINOR MODIFICATION

The Department Director, or his designee, may modify these specifications with the joint approval of the Contractor.

bb. CONTRACTOR NON-COMPLIANCE

i. If the Department Director, or his designee, determines that there are deficiencies in the performance of this Agreement, the Department Director, or his designee, will provide a written notice to the Contractor stating the deficiencies and specifying a time frame to correct the specified deficiencies. This time frame shall be reasonable, as determined by the Department Director, or his designee, to correct the specified deficiencies.

ii. Should the Contractor fail to correct any deficiencies within the stated time frame, the Department Director, or his designee, may exercise the following measures:

1. Deduct from the Contractor's payment the amount necessary to correct the deficiency, including City overhead.

2. Withhold the entire or partial payment.

3. Utilize City forces, or an alternate source, to correct the deficiency and deduct from the Contractor's payment the total cost, including City overhead.

4. Deduct pro-rata from the Contractor's payment the amount calculated from the "Supplemental Maintenance Task Cost Breakdown" for work not performed.

5. Charge liquidated damages.

a. The City shall retain the right to impose liquidated damages of \$500 per day, or a portion thereof, for each deficiency.

b. This amount shall be deducted from the Contractor's payment.

c. The action above shall not be construed as a penalty but as an adjustment of payment to the Contractor to recover City of Corona cost due to the failure of the Contractor to complete or comply with the provisions of this Agreement.

iii. The Department Director, or his designee, shall decide all questions which arise as to the manner of performance and completion per schedule, acceptable fulfillment of the contract by the Contractor, interpretation of the specifications, and compensation to include completion of work by alternate sources.

iv. In addition to the provisions of Section 31 (B), in the event of a failure to correct a deficiency, or for any other breach of this Agreement by the Contractor, the City of Corona may immediately terminate this Agreement.

cc. PAYMENTS WITHHELD

i. The City may withhold entire or partial payment for reasons as follows:

1. Work required in the specifications which is defective, incomplete or not performed.
2. Claims filed or reasonable evidence indicating probable filing of claims.
3. Failure of the Contractor to make payments properly to subcontractor, or for materials and/ or labor.
4. A reasonable doubt that the contract cannot be completed for the remaining balance.
5. Reports, logs, or other contractual written documentation required of the Contractor to be delivered to the Department Director, or his designee, which is/are incomplete or not performed.

dd. COMPLAINTS FROM CITY

i. The Contractor shall maintain a monthly written log of all complaints which includes the date and time received and the action taken or the reason for non-action. The monthly log of complaints shall accompany the monthly invoice.

ii. All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the Department Director, or his designee.

iii. If any complaint is not abated within 24 hours, the Department Director, or his designee, shall be notified immediately of the reason for not abating the complaint, followed by a written report to the Department Director, or his designee, within five (5) days.

iv. If the complaints are not abated within the time specified, or to the satisfaction of the Department Director, or his designee, the Department Director, or his designee, may correct the specific complaint and the total cost incurred by the City of Corona shall be deducted and forfeited from the payments owing to the Contractor from the City of Corona.

ee. PAYROLL

i. Section 1776, Chapter 1 of Division 2, from the California Labor Code requires that each Contractor and Subcontractor keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and each week, and the actual per diem wages paid each journeyman, apprentice or worker employed by him.

ii. The employee's own payroll records shall be available for inspection, and a copy shall be made available to the employee or his authorized representative, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standard.

iii. Pursuant to Labor Code Section 1778.8, the Contractor agrees to pay travel and subsistence payments to each workman needed to execute the work in accordance with the applicable collective bargaining agreements filed with the Department of Industrial Relations.

ff. APPRENTICESHIP STANDARD

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

gg. NOTICES

i. Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person, shall be in writing and either served personally, sent by prepaid, first-class mail, or by facsimile followed by mailing of said notice.

ii. Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party, shall be addressed to the other party at the address set forth below. Either party may change its address by notifying in writing the other party of the change of address.

iii. Notice shall be deemed communicated two (2) City working days from the time of mailing, if mailed as provided in this paragraph.

NOTE – NOT PUBLIC PROJECT WORK

This Agreement generally governs only work which is considered to be “maintenance work” under CMC Section 3.08.010(k) and Public Contract Code Section 22002(d), and does not include “public project” work under CMC Section 3.08.010(m) and Public Contract Code Section 22002(c). The only time that an individual call-out, as described in Exhibits “B” and “C” attached hereto, might include “public project” work is when an individual call-out is strictly limited to an amount that is not required to be informally or formally bid under the CMC or state law (e.g. less than \$60,000), and individual projects shall not be split to fall below that amount.

**EXHIBIT “B”
SCHEDULE OF SERVICES**

Contractor shall complete the Services within the Term of this Agreement, and shall meet any other reasonable schedules and deadlines established by City’s Representative.

The contract term can be extended with two optional two-year renewals

- Option 1, if exercised, shall be effective July 1, 2026 through June 30, 2028
- Option 2, if exercised, shall be effective July 1, 2028 through June 30, 2030

Option year pricing shall be negotiated by the Parties prior to commencement of each additional two year period. Negotiated price adjustments will be made in accordance with and shall not exceed the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index “All Urban Consumers for Riverside, California, Area (CPI-U), not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price adjustment shall apply to each extension period exercised. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

AS-NEEDED SERVICES

Each individual call-out under this Agreement is a separate project for purposes the City’s bidding and purchasing requirements.

Contractor shall provide the Services on an as-needed basis, and as scheduled and directed by the City’s Representative.

For each individual call-out, Contractor shall respond, mobilize and be on-site ready to start work no later than two business days after notification for routine work, repairs and installations. Contractor must be able to respond by telephone to emergency call-out notifications from City within fifteen (15) minutes of being notified by City that there is an emergency, and to be mobilized and on-site within one (1) hour of such emergency notification by City.

**EXHIBIT “C”
COMPENSATION**

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth herein.

Item Number	Description of Services	Unit of Measure	Estimated Quantity	Price
1	Installation of irrigation valves up to 3 inch	Each	1	\$ 55.00
2	Installation of 6 inch pop-up irrigation heads	Each	1	\$ 55.00
3	Installation of 12 inch pop-up irrigation heads	Each	1	\$ 55.00
4	Installation of 6 inch pop-up rotor heads	Each	1	\$ 55.00
5	Installation of 12 inch pop-up rotor heads	Each	1	\$ 55.00
6	Installation of irrigation backflow up to 3 inch	Each	1	\$ 440.00
7	Installation of irrigation backflow from 4 inch up to 6 inch	Each	1	\$ 880.00
8	Trenching	Per Foot	1	\$ 8.25
9	Installation and wire sequencing of 18 station Calsense controller	Per Controller	1	\$ 880.00
10	Installation and wire sequencing of 24 station Calsense controller	Per Controller	1	\$ 880.00
11	Installation and wire sequencing of 32 station Calsense controller	Per Controller	1	\$ 1,100.00
12	Installation and wire sequencing of 40 station Calsense controller	Per Controller	1	\$ 1,320.00
13	Installation and wire sequencing of 48 station Calsense controller	Per Controller	1	\$ 1,540.00
14	Installation of Calsense flow meter up to 3 inches	Each	1	\$ 220.00
15	Installation of Calsense flow meter from 4 inches up to 6 inch	Each	1	\$ 220.00
16	Installation of Griswold master valve up to 3 inches	Each	1	\$ 220.00
17	Installation of Griswold master valve from 4 inch up to 6 inch	Each	1	\$ 220.00
18	Installation of Myers MEUG-46IX-MIO0 controller cabinet per standard plans, including base.	Each	1	\$ 2,200.00
19	Installation of SSE model SSE-RE Calsense controller cabinet including base.	Each	1	\$ 880.00
20	Wire tracing (irrigation)	Per Hour	1	\$ 55.00
21	Wire sequencing (irrigation)	Per Hour	1	\$ 55.00
22	Mainline repair up to 3 inch	Each	1	\$ 220.00
23	Mainline repair from 4 inch up to 6 inch	Each	1	\$ 440.00
24	1 gallon plant each + installation	Each	1	\$ 11.00
25	5 gallon plant each + installation	Each	1	\$ 45.00

Item Number	Description of Services	Unit of Measure	Estimated Quantity	Price
26	15 gallon plant each + installation	Each	1	\$ 120.00
27	24 inch box tree with stakes and ties	Each	1	\$ 460.00
28	Turf-Tall Fescue Sod	Per Sq. Ft.	1	\$ 1.25
29	Ground cover from flats	Per Flat	1	\$ 49.00
30	Bark mulch installation	Per Cubic Yard	1	\$ 45.00
31	Concrete mow curb installation	Per Liner Ft.	1	\$ 23.85
32	Turf removal up to 3 inches below grade	Per Sq. Ft.	1	\$ 3.25
33	Turf fertilization using Nitro King 19-4-4 at 50 pounds per 10,000 sq. ft., fertilizer included in cost.	Per Acre	1	\$ 150.00
34	Hydro seed turf using tall fescue	Per Acre	1	\$ 3,109.47
35	Hydro seed turf using Bermuda	Per Acre	1	\$ 2,914.17
36	Vericutting turf parkways, including clean-up	Per Sq. Ft.	1	\$ 0.51
37	Dump Truck and Driver	Per Hour	1	\$ 60.00
38	Bobcat and operator	Per Hour	1	\$ 60.00

BONDS

Each individual call-out under this Agreement is a separate project for purposes of the City’s bidding and purchasing requirements, including, but not limited to, its bond requirements provided for in Civil Code Section 9550, which mandates that the City require a payment bond for certain public work projects involving an expenditure in excess of \$25,000.

Payment Bonds: Contractor shall provide a 100% payment bond for all individual call-out projects for which a project work order has been issued by the City in excess of \$25,000.

Performance Bonds: Contractor shall be required to provide a 100% performance bond whenever the City indicates that one is required in the project work order issued for an individual call-out project.

Cost of Bonds: Whenever a bond is required by the City for an individual call-out project, Contractor will be able to include the costs of the bonds for that individual call-out.