

**CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH TROPICAL PLAZA NURSERY, INC.
(LANDSCAPE MAINTENANCE SERVICES – NIB 25-001SB PARK AREAS 1&5)**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of September, 2024 by (“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 25-001SB Park Areas 1 and 5 project (“Project”) as set forth in this Agreement.

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 September ____, 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, 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.

Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by CARB including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and its subcontractors' fleets including, without limitation, the Certificates of Reported Compliance ("CRCs"), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the City.

Contractor shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs

associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

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 concurrently with this Agreement a Performance Bond in the amount of the Total Compensation indicated in this Agreement, 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 concurrently with this Agreement a Payment Bond in the amount of the Total Compensation indicated in this Agreement, 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 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, 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 Six Hundred Eighty-Nine Thousand Eight Hundred and Fifty-Five Dollars and Forty-Eight Cents (\$689,855.48) per fiscal year ("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 maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. 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.
(LANDSCAPE MAINTENANCE SERVICES – NIB 25-001SB PARK AREAS 1&5)**

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 Department Director

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

Reviewed By:  _____
DocuSigned by: E8EFBE3136B4492...
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.
(LANDSCAPE MAINTENANCE SERVICES – NIB 25-001SB PARK AREAS 1&5)

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:
A57F400C50E346A...
Leslie T. Fields
President

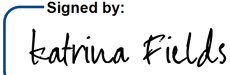
By:  Signed by:
60165C733C22425...
Katrina J. Fields
Treasurer

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 landscape maintenance services for Park Areas 1&5 necessary for the Project. The Services are more particularly described herein.

1. Scope of Work

- A. The intent of this Agreement is to secure contractors which shall provide **LANDSCAPE MAINTENANCE SERVICES**.
- B. Contractors 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 Facilities, Parks & Trails Manager, 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. Contractors shall have the duty to provide landscape maintenance of all Parks / Specialty Facilities work sites according to each site schedule including, but not limited to, the following:
- 1) Prune, shape and trim shrubs, vines and ground cover plants.
 - 2) Control weeds.
 - 3) Mow and edge turf grass and blow hardscape clean (with the exception of park sports fields).
 - 4) Maintain plant material in a healthy condition with horticultural acceptable growth and color.
 - 5) Perform general area clean-up, including the removal of leaves, trash, dog feces and other debris *at designated locations*.
 - 6) Maintain all work sites in a safe, attractive and usable condition.
 - 7) Level playground surfaces/Add chips as needed.
 - 8) Empty trash cans and remove litter *at designated locations*.

- 9) Inspect, maintain, and repair all irrigation systems weekly. (Park irrigation systems may have mainlines up to 8 inches).
 - 10) Lift Tree canopy's 15 feet quarterly (Spring, Summer, Fall and Winter).
- E. Contractors shall contact the assigned Area Inspector or designate on a ***daily*** basis to discuss the contractor work schedule for the day, existing problems, or other important information.
 - F. Contractors shall perform a maintenance inspection, during daylight hours, of all areas.
 - G. Contractors 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. Contractors 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. Contractors 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 parkways, parks, slopes, or natural areas.

F. Turf Grass Care

1) Turf Grass Mowing:

- a) Contractors 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.
- b) The blade adjustment shall provide a uniform, level cut without ridges, depressions, or scalping.
- c) All warm season turf grasses (Bermuda, St. Augustine, Kikuyu) shall be cut at a one (1) inch height throughout the year.
- d) All cool season turf grasses (Fescue, Bluegrass, Ryegrass) shall be cut at a two and one-half (2 1/2) inch height throughout the year.

- e) Turf grass mowing heights may be adjusted by the Facilities, Parks & Trails Manager during periods of turf grass renovation.
- f) All turf grass clippings shall be picked up and removed to a legal dumping site prior to vacating the work site after each mowing.
- g) Care shall be exercised to avoid depressions in the established grade from mowing when the soil is saturated.
- h) 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 Facilities, Parks & Trails Manager.
 - 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 Facilities, Parks & Trails Manager for approval prior to implementation.

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) 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.
- f) Trimming of plant material may be required around sprinklers to provide maximum irrigation coverage.

- g) 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.
- h) After mowing and edging is completed, all adjacent walkways and gutters shall be swept clean.
- i) The mowing and edging of turf grass in a designated worksite within the timeframe indicated on the contract schedule will be considered one complete cycle.

3) 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.

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 on a scheduled basis, (see attached schedule).
- 5) The removal of all weeds from a designated worksite within the timeframe indicated on the contract schedule will be considered one complete cycle.
- 6) Weeds shall be controlled either by hand, mechanical or chemical methods; however, the Facilities, Parks & Trails Manager may restrict the use of chemical weed control in certain areas.

H. Shrub Care

- 1) Pruning of Shrubs:

- a) All shrubs growing in the work areas shall be pruned as per attached schedule to encourage healthy growth habits, removal of dead or damaged branches, and maintain natural shape.
 - b) Shrubs shall be pruned with sharp pruning tools *and no weed eaters*
 - c) Shrubs shall be continually pruned, as necessary, to prevent encroachment of passage ways, walks, streets, and view of signs. Shrubs shall be tapered to provide irrigation coverage and an aesthetically pleasing landscape.
 - d) All pruning cuts shall be one quarter (1/4) inch above a node (bud). No projections or stubs shall be allowed to remain.
 - e) Contractors shall remove all clippings the same day shrubbery is pruned and prior to vacating the work site.
 - f) Pruning shall be done to maintain a well-groomed, laced-out appearance, and encourage air movement through the shrub.
 - g) Shearing, hedging or severe pruning shall not be permitted without prior written permission from the Facilities, Parks & Trails Manager.
 - h) The hedging of all shrubs in a designated worksite within the timeframe indicated on the contract schedule will be considered one complete cycle.
- 2) 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.
- 3) 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. Contractors 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 Facilities, Parks & Trails Manager.
 - b) Substitutions for any plant materials must have prior written approval by the Facilities, Parks & Trails Manager.
 - 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 Facilities, Parks & Trails Manager.

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 regularly and secured to the wall or support on an as needed basis.
- 2) Vine Trimming:
 - a) All vines shall be trimmed as per attached schedule.
 - b) All vines shall be maintained so encroachment into adjacent pedestrian right-of-way, shrubs, ground cover, or private property is inhibited.
 - c) The trimming of all vines in a designated worksite within the timeframe indicated on the contract schedule will be considered one complete cycle.
- 3) 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.

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 as per attached site schedule.
 - 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) All ground cover shall be continually trimmed along walls, valve boxes, water meter boxes, backflow devices, or other structures located within the ground cover area as determined by the Facilities, Parks & Trails Manager.
 - e) Trimming of ground cover may be required around sprinklers to provide maximum irrigation coverage.

- f) 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.
- g) After edging or trimming, the Contractors shall sweep clean all adjacent sidewalks or gutters.
- h) The edging and trimming of ground cover in a designated worksite within the timeframe indicated on the contract schedule will be considered one complete cycle.

3) Ground Cover Irrigation:

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

K. 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 Facilities, Parks & Trails Manager.

LANDSCAPING ORGANIC WASTE POLICY

Pursuant to CMC Section 8.20.400 (A) this policy applies to the City's informal and formal bidding procedures for the procurement of landscaping services described in section B below.

A. The following definitions apply to this policy:

“Compost” means the product resulting from the controlled biological decomposition of organicsolid wastes that are source separated from the municipal solid waste stream, or which are separated at a centralized facility.

"Green waste” means shrubbery, tree trimmings, yard waste, grass, weeds, straw or leaves, woodchips and other household garden organic materials.

B. Landscaping. Any person that provides services directly to the city for landscaping maintenance, renovation, and construction shall:

(1) Use compost and mulch, as practicable, produced from recovered organic waste, for all landscaping renovations, construction, or maintenance performed for the city, whenever available, and capable of meeting quality standards.

(2) Keep and provide to the city records of procurement of recovered organic waste products (either through purchase or acquisition), upon completion of projects. Information to be provided shall include:

- (a) General description of how and where the product was used;
- (b) Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the recovered organic waste products were procured;
- (c) Type of product;
- (d) Quantity of each product; and,
- (e) Invoice or other record demonstrating purchase or procurement.

L. Empty Trash Cans / Litter Pick Up Services at Designated Locations

1) Definition of Trash/Litter

Trash/Litter shall mean any debris within the park facility grounds area such as paper ½ inch or larger, cans, bottles, broken glass, limbs 10” inches or smaller in diameter, rocks, cigarette butts, etc., which is not intended to be present as part of the landscape, inclusive of entire project area including streets, parking lots, sidewalks, curbs, hillsides, ditches, bleacher areas, playgrounds, tot lots, basketball courts, volleyball courts, horse shoe pits, tennis courts, etc.

2) DAILY SERVICES – 7 DAYS A WEEK – All litter will be picked up by 11:00 am every day at designated locations.

- a. Remove all trash, litter and accumulated debris from the following work sites:
- Mountain Gate Park

This includes all debris discarded by the public during the use of the facility.

- b. Pick up all areas including areas around bleachers, snack bars, ball fields, soccer fields, tot lots, playgrounds, skate parks (if applicable), restrooms and generally all areas of the facilities. Remove all trash, litter, and empty all trash cans.
- c. Trash should be taken and deposited in dumpsters located at the park sites. With park site that have no dumpsters, trash must be hauled off to an approved site. Trash in trash cans throughout parks must be emptied. If cans are overflowing, contractors shall empty debris into dumpsters (this includes debris on the ground and in the can). If trash and debris is dumped next to dumpster and enclosure, contractor shall try to put it into the dumpster, if there is no room, it shall be hauled off the site.

M. Playground Surface Leveling

- 1) The Contractor is responsible for maintaining the playground surfaces at the parks within the contracted area.
- 2) tThe Contractor is required to rake level, once a week, the woodchips under the swing, slide and fall zone areas around the play equipment to eliminate any depressions in the surface cause by use.
- 3) The Contractor shall provide a schedule showing the day each playground will be serviced.

N. Natural Areas

All natural areas shall be maintained in an existing state except for the following items which shall be performed on a weekly basis, at no additional cost to the City:

- 1) Remove all trash and debris, or other items as determined by the Facilities, Parks & Trails Manager, to a legal dumping site.
- 2) Provide and maintain a ten (10) foot barren area adjacent to any improved area.

- 3) Remove and/or repair any dead or broken branches, or safety hazards within two (2) hours of identification or notification.

O. Park Facilities Maintenance Items

- 1) Inspect, maintain and repair all irrigation systems. (Park irrigation systems may have mainlines up to 8 inches).
 - a. Contractors shall perform a weekly 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 operations of all irrigation and/or other mechanical systems to check for proper condition and reliability.
- 2) Lift trees canopy's 15 feet quarterly (Spring, Summer, Fall and Winter)

Optional Maintenance Items:

- 3) Mulch in any open areas or planters once per year in Spring (April)
- 4) Aerate and apply City provided fertilizer in turf grass areas semi-annually (April and October)

Parks / Specialty Areas 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 Contractors 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 Contractors 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) 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) Contractors 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 Facilities, Parks & Trails Manager 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 Facilities, Parks & Trails Manager 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 GENERAL SPECIFICATIONS 1.V.
 - b) Use City forces to make required repairs.
 - c) Use another source to make required repairs.

Upon completion of all repairs following the initial inspection, the Contractors shall sign-off each individual area as being fully operational.

C. Weekly Irrigation Inspections

- 1) Contractors 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 Facilities, Parks & Trails Manager, and corrective action taken.

D. Irrigation Maintenance and Repairs

- 1) Contractors 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 labor shall be provided by the Contractors at no additional cost to the City. Additional compensation will be provided only for the cost of parts.
- 3) Contractors 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 Facilities, Parks & Trails Manager 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 Facilities, Parks & Trails Manager in writing prior to installation.

E. Water Conservation

- 1) Contractors 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.
- 2) Contractors shall comply with all City of Corona Ordinances and/or Resolutions which relate to water conservation.

PARKS AND SPECIALTY FACILITY AREAS

GENERAL SPECIFICATIONS

1. ROUTINE WORK PROCESSES

A. Definitions

- 1) 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 Facilities, Parks & Trails Manager 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 "Facilities, Parks & Trails Manager", shall be construed to mean the Facilities, Parks & Trails Manager of the Maintenance Services Department or his delegated representative(s). 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.
- 2) The use of the words "shall" and "may" shall be held to mean "mandatory" and "permissive" respectively.
- 3) The use of the words "his" or "him" shall be construed to mean either gender, as appropriate.

B. Notices

- 1) 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 via mail, fax and/or email.
- 2) Address for notification

City of Corona
 Community Services Department
 400 South Vicentia Avenue, Ste 225
 Corona, CA 92882
 Facsimile number (951) 736-2381

ATTN: _____

C. Area Inspector, Daily Contact, and Site Inspection Form

- 1) Area Inspector's Duties: An Area Inspector will be assigned to this maintenance 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 area is done to the quality level prescribed in this contract and in accordance with prescribed methods and time schedules. This does not relieve the Contractors of responsibility 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 Facilities, Parks & Trails Manager.

- 2) 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 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 assigned area inspector or designate on a daily basis will constitute a breach of contract.

- 3) Site Inspection Form and Payment: The Site Inspection Form will consist of a written list of specified monthly tasks for LMD/CFD, General, and Parks maintenance. The Site Inspection Form 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 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 Area Inspector will be submitted to the Facilities, Parks & Trails Manager 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 cycle before another Site Inspection Form may be issued. Failure to obtain a Site Inspection Form prior to beginning a maintenance cycle can result in non-payment 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 project areas assigned to him in the time allotments set for in each project area. Work within a project area must be completed in consecutive days. Inclement weather may result in the cancellation of a mowing cycle only if the area inspector or designate determines that there was an insufficient time period during the entire mowing cycle available for the services described to be performed.

- 3) Contractors shall accomplish all normal landscape maintenance required under this contract between the hours of 7:00 AM and 6:00 PM, Monday through Sunday. 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 Facilities, Parks & Trails Manager 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. Contractors shall establish a schedule of routine work to be followed in the performance of this contract.

- 4) Contractors shall submit to the Maintenance Services 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 Facilities, Parks & Trails Manager or his representative. The Facilities, Parks & Trails Manager shall be notified within five (5) working days of any deviation from this schedule or material usage.
- 5) Contractors 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 Facilities, Parks & Trails Manager and shall be submitted to the Facilities, Parks & Trails Manager upon request.

NOTE: THE FACILITIES, PARKS & TRAILS MANAGER HAS THE AUTHORITY TO CANCEL SCHEDULED MOWING CYCLES ON A WEEK-TO-WEEK BASIS. THE CANCELLATION WILL BE BASED UPON NEED, PREVAILING WEATHER CONDITIONS, AND AVAILABLE FUNDING. IT IS ASSUMED THAT THE CONTRACTOR SHALL BE NOTIFIED OF ANY CANCELLATION(S) AT SUCH TIME THAT A WORK ORDER IS REQUESTED FOR ANY MOWING CYCLE.

MANDATORY:

IT SHALL BE MANDATORY THAT A REVIEW OF THE CONTRACTED AREA BE CONDUCTED PRIOR TO BEGINNING THE FIRST MOWING CYCLE. SUCH A REVIEW SHALL BE ATTENDED BY THE SUCCESSFUL CONTRACTOR AND THE ASSIGNED INSPECTOR.

E. Contractor Staff

- 1) Contractors shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, to the satisfaction of the Facilities, Parks & Trails Manager, all work required under this contract during the prescribed hours.
- 2) Contractors 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 Facilities, Parks & Trails Manager 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 Facilities, Parks & Trails Manager. Any order or communication given to the supervisor shall be deemed as delivered to the Contractors.

- 3) Contractors, 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 Facilities, Parks & Trails Manager 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.
- 4) Contractors 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 Facilities, Parks & Trails Manager.
- 5) The Facilities, Parks & Trails Manager requires the Contractors 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.
- 6) If a Contractor maintains multiple bid areas, specific irrigation staff must be assigned to each area, the same irrigation staff may not be used to maintain multiple bid areas unless approval is granted by the Facilities, Parks & Trails Manager.

F. Apprenticeship Standard

Where required under law, the prime Contractors on this project 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) Contractors 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 "WORK AREA TRAFFIC CONTROL HANDBOOK" is herein adopted as the minimum safety guidelines and the Contractor must abide by this handbook.
- 3) The Facilities, Parks & Trails Manager, or his representative, reserves the right to issue restraint, or cease and desist orders, to the Contractors 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 Facilities, Parks & Trails Manager shall be notified immediately of any unsafe condition that requires major correction.
- 2) Contractors 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 Facilities, Parks & Trails Manager within five (5) days following the occurrence.

I. Non-Interference

Contractors 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 Facilities, Parks & Trails Manager.

K. Vandalism/Theft

Contractors 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 Contractors.

L. Utilities

- 1) The City of Corona shall pay for the maintenance-related water and electrical utilities.
- 2) Contractors may pay for all excessive utility usage due to any 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 Contractors; however, the Contractors will be allowed to explain the increase in utility usage prior to the actual deduction.

M. Local Office

- 1) Contractors 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 Corona or the Facilities, Parks & Trails Manager.
 - 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 Contractors are notified of any communication within one (1) hour after receipt of said communication.
 - d) The telephone number(s) of the Contractors or responsible person(s) of the Contractors shall be a toll-free number for the City of Corona.
- 2) 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.

N. Storage Facilities

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

O. Locks and Keys

- 1) Where City of Corona 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 promptly at the end of the contract period, or at any time deemed necessary by the Facilities, Parks & Trails Manager to prevent loss to the City of Corona.
- 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 Facilities, Parks & Trails Manager.
- 6) 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
- 7) Be required to pay a \$450.00 deposit for each Calsense controller remote transmitter issued to the contractor. This deposit is refundable upon return of the remote transmitter in good condition to the City of Corona. 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 Corona from issuing any future remote transmitters.

P. Signs

- 1) Contractors shall not post signs or advertising matter upon the areas under maintenance or improvements thereon, unless prior written approval is obtained from the Facilities, Parks & Trails Manager.
- 2) Contractors shall, at all times, remove all unauthorized signs and advertising matter in the area under maintenance.

Q. Parking

- 1) Contractors 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. 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.

S. 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 Contractors 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.
- 2) Where the work is to be constructed in, or adjacent to, areas which have been improved by lawns, trees, shrubs, or gardens, the Contractors 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 Contractors 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 Contractors 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 Contractors and shall not be disturbed, disconnected, or damaged by them during the progress of the work, provided, that should the Contractors 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 Contractors. However, in accordance with Section 4215 of the California Government Code, the Contractors 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 Contractors 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 Contractors 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.

T. Use of Chemicals

- 1) Contractors shall submit a list of all chemical herbicides and pesticides, proposed for use under this contract for approval by the Facilities, Parks & Trails Manager. 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 Facilities, Parks & Trails Manager as appropriate for the purpose and area proposed.

U. Emergency Calls

- 1) Contractors shall maintain a 24 hours per day seven days per week on-call service for emergency calls. Contractors shall respond to an emergency call within two (2) hours.
- 2) Calls of an emergency nature received by the Facilities, Parks & Trails Manager shall be referred to the worksite Contractor for immediate disposition.
- 3) 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.
- 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, Contractors 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 worksite 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 Facilities, Parks & Trails Manager, or his representative by telephone within 24 hours of any emergency work that is performed.
- 6) An emergency may be called by the following individuals or agencies at any time for extraordinary services involving repair work:
- a) City Manager
 - b) Assistant City Manager
 - c) Facilities, Parks & Trails Manager of Maintenance Services Department
 - d) Police Department
 - e) Parks Supervisor
 - f) Maintenance Manager
 - g) Fire Department
 - h) Utility Construction Superintendent
 - i) Park & Landscape Contract Inspector

7) The following emergency phone numbers is listed for the convenience of Contractors.

Community Services Department	(951) 736-2382
Fire Department (Dispatch)	(951) 736-2220
Fire Department (Emergency)	911 or (951) 736-2222
Police Department (Emergency)	911 or (951) 736-2333
AMR/Goodhew Ambulance Service	(951) 735-6666
Corona Regional Medical Center	(951) 737-4343
Southern California Edison	(800) 684-8123
Southern California Gas (Transmission)	(800) 427-2200
Arco Pipeline	(562) 423-5949
Underground Service Alert	811 or (800) 227-2600

V. Additional Work

- 1) The Facilities, Parks & Trails Manager may, at his discretion, authorize the Contractors to perform additional work. Additional work shall be defined as work not included in this Agreement.
- 2) Prior to the Contractors performing any additional work, the Contractors shall prepare and submit a written description of why the additional work is required, what type of work is proposed, and a cost estimate for the additional work as stated below in V.3. No work shall commence without written authorization from the Facilities, Parks & Trails Manager, or his delegated agent. Notwithstanding the above authorization, when a condition exists where there is imminent danger of injury to the public or damage to property, the Facilities, Parks & Trails Manager may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractors. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractors shall submit a written estimate to the Facilities, Parks & Trails Manager for approval.
- 3) The cost estimate for additional work shall consist of the following elements:
 - a) Base cost of labor plus fifteen percent (15%) for overhead and profit.
 - b) Actual cost of materials plus ten percent (10%) for overhead and profit.
 - c) Materials may be provided by the City of Corona.
- 4) Written authorization from the Facilities, Parks & Trails Manager, or his delegated agent, shall be by the issuance of a Change Order. This Change Order shall be considered an amendment to this Agreement and approved by the Facilities, Parks & Trails Manager and Contractor.
- 5) All additional work shall commence on the specified date established and shall diligently proceed until completion.
- 6) Upon completion of the additional work the Facilities, Parks & Trails Manager, or his delegated agent, shall be notified so that the work may be verified.
- 7) Contractors shall submit an invoice for compensation with attached photocopies of original invoices for materials. Compensation shall not exceed the written estimate. The Contractor's invoice shall be subject to audit and review by the City prior to payment.
- 8) The City of Corona reserves the right to repair and/or contract with a third party to perform such additional work.

W. Addition or Deletion of Landscape Areas

- 1) The Contractors shall maintain, at a unit price comparable to other existing landscape areas and subject to the Facilities, Parks & Trails Manager's approval, additional landscape areas that the City adds to this contract. In the event that notification is made of a new installation other than at the beginning of a monthly period, the unit cost negotiated and agreed upon by the parties, shall be pro-rated from the day the Contractor is notified to start maintenance.
- 2) The City may elect to delete worksites, or portions thereof, within this Agreement at a unit price comparable to the bid price of said worksites.

3) Minor Modifications

The Facilities, Parks & Trails Manager may modify these specifications with the joint approval of the Contractor.

2. CONTRACTOR PERFORMANCE

A. Contractor Non-Performance

- 1) If the Facilities, Parks & Trails Manager determines that there are deficiencies in the performance of this Agreement, the Facilities, Parks & Trails Manager *may* provide a written and/or verbal notice to the Contractor stating the deficiencies and specifying a time frame to correct the specified deficiencies.
- 2) Should the Contractor fail to correct any deficiencies within the stated time frame, the Facilities, Parks & Trails Manager may exercise the following measures:
 - a) Deduct from the Contractor's payment the amount necessary to correct the deficiency, including City overhead.
 - b) Withhold the entire or partial payment or a percentage of the monthly payment.
 - c) Utilize City forces, or an alternate source, to correct the deficiency and deduct from the Contractor's payment the total cost, including City overhead.
 - d) Deduct liquidated damages for *each* deficiency from the Contractor's payment.
- 3) Failure to Maintain Maintenance Work Schedule: Failure on the part of the contractor to maintain the required production rate for a project area shall be sufficient reason for the Facilities, Parks & Trails Manager to have the work in question, or portions thereof, completed by others. If work is completed by others, any additional cost will be deducted from the contractor's monthly billing. It will

remain at the Maintenance Services Department's discretion to determine if work shall be done by another contractor. The contractor may also be assessed 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.

- 4) The actions 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.
- 5) Contractor non-performance resulting in a deduction or the withholding of funds will also result in the City of Corona sending a notice to the Contractor's bonding company at the end of the month.
- 6) The Facilities, Parks & Trails Manager 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.
- 7) In addition to the above provisions, 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.

B. Complaints from City

- 1) The Contractors 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.
- 2) All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the Facilities, Parks & Trails Manager.
- 3) If any complaint is not abated within 24 hours, the Facilities, Parks & Trails Manager shall be notified immediately of the reason for not abating the complaint, followed by a written report to the Facilities, Parks & Trails Manager within five (5) days.
- 4) If the complaints are not abated within the time specified, or to the satisfaction of the Facilities, Parks & Trails Manager, the Facilities, Parks & Trails Manager 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.

C. Contractor Liability

- 1) All damage to existing improvements located within areas, and adjacent to areas under maintenance, which in the opinion of the Facilities, Parks & Trails Manager 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.
- 2) 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 Facilities, Parks & Trails Manager or his representative. 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 GENERAL SPECIFICATIONS 2.A.2.
- 3) Irrigation damage due to the Contractor shall be repaired or replaced within the following time limits:
 - a) Mainline irrigation breaks shall be repaired within two (2) hours.
 - b) All other irrigation repair and/or replacement shall be completed within one (1) working day.
- 4) All damages to turf, ground cover, shrubs, vines or trees due to the Contractor shall be repaired or replaced within five (5) working days.
 - a) Damage to turf shall be repaired by replacement with the appropriate variety of sod; reseeding shall not be considered as an adequate repair.
 - b) Damage to ground cover shall be repaired by replacement with the appropriate variety of plant material. Size and spacing shall be determined by the Facilities, Parks & Trails Manager.
 - c) Damage to shrubs may be corrected by appropriate pruning; however, if in the opinion of the Facilities, Parks & Trails Manager the damage is severe, the shrub shall be removed and replaced with a similar variety and size.
 - d) Minor damage to trees, such as bark lost from mechanical equipment, shall be remedied by a qualified Arborist.
 - e) If the damage results in the loss of the tree; or, if in the opinion of the Facilities, Parks & Trails Manager the damage is severe, the damaged tree shall be removed and replaced with a similar variety and size to be determined by the Department.

- 5) All damage resulting from chemical application and/or operation by the Contractor, 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.
- 6) All work shall be inspected, verified, and completed to the satisfaction of the Facilities, Parks & Trails Manager, or his authorized representative.

3. PAYMENT PROCESSES

A. Payroll Records

- 1) 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.
- 2) 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.
- 3) 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.

B. Method of Payment

- 1) The Contractor will be paid monthly for satisfactory work performed under this contract.
- 2) Prior to the first day of each month the Contractors shall submit an invoice and with the following reports required in the Agreement for work performed in the prior month:
 - a) Site Inspection Form
 - b) Recycled Green Waste Report
 - c) Complaint Log
- 3) This invoice shall be in accordance with the contract price and shall become the basis for payment.
- 4) This invoice shall be subject to review and approval by the Facilities, Parks & Trails Manager.

- 5) All submitted invoices, approved by the Facilities, Parks & Trails Manager, shall require a **minimum of three (3) weeks** for processing by the City of Corona Finance Department.
- 6) Any charges in the invoice not approved by the Facilities, Parks & Trails Manager shall not be paid by the City.

C. Compensation for Routine Maintenance

- 1) The City shall compensate Contractors 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.
- 2) Billing adjustments may be made where authorized by this Agreement.

D. Payments Withheld

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

- 1) Work required in the specifications which is defective, incomplete (full cycles not completed) or not performed.
- 2) Claims filed or reasonable evidence indicating probable filing of claims.
- 3) Failure of the Contractor to make payments properly to subcontractors, 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 Facilities, Parks & Trails Manager which is/are incomplete or not performed.

**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.

CONTRACT 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

No price increases will be permitted during the initial contract term. 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.

**EXHIBIT “C”
COMPENSATION**

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

PARK AREA NO. 1	Unit Cost	12-Month Annual Cost
Auburndale Recreation Center	\$ 349.56	\$ 4,194.72
Butterfield Park	\$ 5,506.24	\$ 66,074.88
City Hall	\$ 854.39	\$ 10,252.68
City Park	\$ 1,683.59	\$ 20,203.08
Civic Center	\$ 2,481.07	\$ 29,772.84
Corporation Yard	\$ 1,236.25	\$ 14,835.00
Fairview Park	\$ 1,686.97	\$ 20,243.64
Husted Park	\$ 940.98	\$ 11,291.76
Kellogg Park	\$ 1,739.01	\$ 20,868.12
Library	\$ 334.89	\$ 4,018.68
River Road Park	\$ 1,597.79	\$ 19,173.48
Senior Center	\$ 252.31	\$ 3,027.72
Sheridian Park	\$ 727.86	\$ 8,734.32
Stagecoach Park	\$ 1,718.17	\$ 20,618.04
Victoria Park	\$ 765.44	\$ 9,185.28
Inspect, maintain and repair all irrigation systems monthly . (Park irrigation systems may have mainlines up to 8 inches).	\$ 6,966.00	\$ 83,592.00
Trash Pick-Up		
Butterfield Park (7X's per week)	\$ 1,341.60	\$ 16,099.20
City Hall (5X's per week)	\$ 1,006.20	\$ 12,074.40
Civic Center (5X's per week)	\$ 1,006.20	\$ 12,074.40
City Park (7X's per week)	\$ 1,341.60	\$ 16,099.20
Subtotal	\$ 33,536.12	\$ 402,433.44
Optional Maintenance Items for Parks Facilities		
Lift trees canopy's 15 feet quarterly (Spring, Summer, Fall, Winter)	\$ 800.00	\$ 3,200.00
Mulch in any open areas or planters once per year in Spring (April)	\$ 10,480.00	\$ 10,480.00
Aerate and apply City provided fertilizer in turf grass areas twice per year (April and October)	\$ 5,250.00	\$ 10,500.00
Subtotal	\$ 16,530.00	\$ 24,180.00
Grand Total	\$ 50,066.12	\$ 426,613.44

PARK AREA NO. 5	Unit Cost	12-Month Annual Cost
Cresta Verde Park	\$ 1,843.59	\$ 22,123.08
El Cerrito Park	\$ 1,693.19	\$ 20,318.28
Griffin Park	\$ 255.42	\$ 3,065.04
Parkview Park	\$ 2,177.76	\$ 26,133.12
Promenade Park	\$ 3,132.64	\$ 37,591.68
Rock Vista Park	\$ 1,988.14	\$ 23,857.68
Tehachapi Park	\$ 1,068.29	\$ 12,819.48
Village Park	\$ 1,820.94	\$ 21,851.28
Inspect, maintain and repair all irrigation systems monthly . (Park irrigation systems may have mainlines up to 8 inches.)	\$ 3,440.00	\$ 41,280.00
Trash Pick-Up		
El Cerrito Park (7X's per week)	\$ 1,341.60	\$ 16,099.20
Promenade Park (7X's per week)	\$ 1,341.60	\$ 16,099.20
Subtotal	\$ 20,103.17	\$ 241,238.04
Optional Maintenance Items for Parks Facilities		
Lift trees canopy's 15 feet quarterly (Spring, Summer, Fall, Winter)	\$ 600.00	\$ 2,400.00
Mulch in any open areas or planters once per year in Spring (April)	\$ 5,300.00	\$ 5,300.00
Aerate and apply City provided fertilizer in turf grass areas twice per year (April and October)	\$ 7,152.00	\$ 14,304.00
Subtotal	\$ 13,052.00	\$ 22,004.00
Grand Total	\$ 33,155.17	\$ 263,242.04

PURSUANT TO SECTION 3.2.12 ABOVE PERFORMANCE/PAYMENT BONDS ARE NOT REQUIRED