

**CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH OAKWEST SERVICES, INC.
(LANDSCAPE MAINTENANCE SERVICES FOR LMD/CFD/GENERAL/FIRE
STATION AREAS 1 & 5)**

1. PARTIES AND DATE.

This Agreement is made and entered into this **9th** day of **January, 2018** (“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 **OakWest Services, Inc.**, a **California Corporation** with its principal place of business at **1156 N. Fountain Way, Ste. F, Anaheim, CA 92806** (“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 **Landscape Maintenance Services For LMD/CFD/General/Fire Station Areas 1 & 5 per NIB 18-022JT** project (“Project”) as set forth in this Agreement.

2.3 Corona Utility Authority.

Contractor understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority (“CUA”) for the maintenance, management and operation of those utility systems (collectively, the “CUA Management Agreements”). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

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 **March 1, 2018 to December 31, 2018** (“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 City has the right to extend the Term of this Agreement, in its sole discretion and under the same terms and conditions, for five (5) additional one (1) year periods (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 **Tom Moody, General Manager**, 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 **Juan Pintor, President**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

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

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

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

for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

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

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

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

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

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

regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

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

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

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

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

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

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed

by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

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

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

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

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

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

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

replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

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

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

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

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

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

3.2.11 Safety. Contractor shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and

regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City 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 **Four Hundred Seventy-Eight Thousand Nine Hundred Fifty Dollars (\$478,950)** ("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.

3.4 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:

OakWest Services, Inc.
1156 N. Fountain Way, Ste. F
Anaheim, CA 92806
Attn: Juan Pintor, President

City:

City of Corona
755 Public Safety Way
Corona, CA 92880
Attn: **Tom Moody, General Manager**

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.

3.5.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Contractor has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Contractor shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

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

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

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

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

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

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

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

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

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

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


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

[SIGNATURES ON NEXT 2 PAGES]


CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH OAKWEST SERVICES, INC.
(LANDSCAPE MAINTENANCE SERVICES FOR LMD/CFD/GENERAL/FIRE
STATION AREAS 1 & 5)

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


CITY OF CORONA

By: 

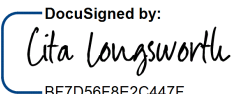
Tom Moody
General Manager

Attest: 

Lisa Mobley
City Clerk

Reviewed By: 

Ed Lockhart
Maintenance Manager

Reviewed By: 

Cita Longworth
Purchasing Manager

CONTRACTOR'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH OAKWEST SERVICES, INC.
(LANDSCAPE MAINTENANCE SERVICES FOR LMD/CFD/GENERAL/FIRE
STATION AREAS 1 & 5)

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

OAKWEST SERVICES, INC.

a California Corporation

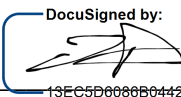
By:  _____
Signature

Juan Pintor

Name (Print)

President

Title (CEO, President, V.P.)

By:  _____
Signature

Juan Pintor

Name (Print)

Secretary

Title (Secretary, CFO, Treasurer)

EXHIBIT "A"
SCOPE OF SERVICES

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 General 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 work sites, including, but not limited to the following:
- 1) Fertilize, prune, shape and trim trees, shrubs, vines and ground cover plants.
 - 2) Control weeds and plant diseases.
 - 3) Mow, edge and fertilize turf grass and blow hardscape clean.
 - 4) Maintain plant material in a healthy condition with horticultural acceptable growth and color.
 - 5) Inspect, maintain and repair all irrigation systems in their entirety.
 - 6) Perform general area clean-up, including the removal of leaves, trash, dog feces and other debris from the work sites.
 - 7) Paint by hand all backflow devices, backflow cages, valve box lids, curb faces and curb tops each year.
 - 8) Maintain all work sites in a safe, attractive and usable condition.
 - 9) Maintain hardscape and drainage systems.
 - 10) Lift trees 20 ft. up in Park locations, quarterly

- 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. Such inspection shall be both visual and operational. It shall include, but not be limited to, the operation of all irrigation and/or other mechanical systems to check for proper condition and reliability.
- G. 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 medians, parkways, parks, slopes, greenbelt areas, fuel modification areas, or natural areas.
- B. An identification of the areas to be maintained is provided in the attached AREA INVENTORIES.
- C. Inventories supplied with this bid package are only approximate and may contain errors.

3. LMD / CFD / General / Fire Station Area 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 General 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 General 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.
- 5) 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 General 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) Contractors shall repaint by hand all backflow devices, backflow cages, valve box lids, curb faces and curb tops, annually between Jan. 15-Feb. 28; additional painting may be required as directed. Labor shall be provided at no additional cost to the City; however, the cost of paint shall be incurred by the City. Contractor shall clean all paint overspray or paint spilled prior to leaving the worksite.
- 6) 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 General 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.

- 7) Replacement of irrigation components shall be with originally installed materials of the same size and quality. Substitutions must be approved by the General 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. Contractor shall notify the Area Inspector any time irrigation systems are turned off.
- 2) Contractors shall comply with all City of Corona Ordinances and/or Resolutions which relate to water conservation.

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 General 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 General 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 General 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) Tree trunk protectors shall be provided and installed, at no additional cost to the City, when string trimmers are utilized for trimming around the base of trees. The City may allow a sixteen (16) inch diameter mulch ring around trees to eliminate continual string trimming.
 - f) In areas where there is no mow curb, a six (6) inch barren strip shall be provided, and maintained, between turf grass and adjacent ground cover. Edging of turf grass and ground cover shall provide uniform delineation adjacent to this barren strip.
 - g) Trimming of plant material may be required around sprinklers to provide maximum irrigation coverage.

- h) All clippings and trimmings shall be removed from the work site the same day work is performed and prior to a Contractor vacating the work site. At no time shall the Contractor blow clippings into the planter areas.
 - i) After mowing and edging is completed, all adjacent walkways and gutters shall be swept clean. At no time shall the Contractor blow clippings from gutters into the turf grass. **All clippings must be removed from site.**
 - j) 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 Fertilization:
- a) The turf grass shall be fertilized once a year to provide a healthy and vigorously growing turf grass with horticulturally acceptable growth and color, as determined by the General Manager.
 - b) Fertilization shall be performed with a balanced fertilizer, consisting of a 3-1-2 ratio, at a rate of one (1) pound of actual Nitrogen per 1,000 square feet of area. Fertilizer will be provided by the City of Corona, however the labor shall be provided by the contractor at no extra charge.
 - c) Contractors shall notify the General Manager, in writing, five (5) working days prior to any fertilizer application. This written document shall include the following:
 - Location and exact date the fertilizer application will be performed.
 - Type of fertilizer and method of application to be used.
 - d) Contractors shall immediately irrigate after each fertilizer application.
 - e) All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application.
- 4) Turf Grass Irrigation:
- a) All turf grass shall be adequately irrigated to maintain a healthy and attractive appearance.
 - b) Irrigation run-off and overspray shall be minimized.

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 as per the attached site 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 General 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 General 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) Shrub Fertilization:
- a) Shrubs shall be fertilized once a year to maintain horticulturally acceptable health and color.
 - b) Foliar fertilization may be performed when appropriate.
 - c) Fertilizing shall be performed with a balanced fertilizer, consisting of a 1-1-1 ratio, at a rate of one (1) pound actual Nitrogen per 1,000 square feet. Any change in the fertilizer ratio and/or rate shall be submitted in writing and approved by the General Manager prior to usage. Fertilizer will be provided by the City of Corona, however the labor shall be provided by the contractor at no extra charge.
- 3) Irrigation of Shrubs:
- a) All shrubs shall be adequately irrigated to maintain a healthy and attractive appearance.
 - b) Irrigation run-off and overspray shall be minimized.
- 4) Shrub Replacement:
- a) All damaged, diseased (untreatable) or dead shrubs shall be replaced with the exact same species of plant and size of plant will be determined by the Department. 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 General Manager.
 - b) Substitutions for any plant materials must have prior written approval by the General 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 General Manager.
 - e) Care shall be taken to prevent soil build-up around the crown of shrubs.

I. Vine Care

- 1) Vines and espalier plants shall be checked 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 General 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: All ground cover areas shall be adequately irrigated to maintain a healthy and attractive appearance. Irrigation run-off and overspray shall be minimized.
- 4) Ground Cover Fertilization:
- a) The ground cover shall be fertilized two (2) times a year to provide a healthy and vigorously growing ground cover with horticulturally acceptable growth and appearance, as determined by the General Manager.
 - b) Fertilizing shall be performed with a balanced fertilizer, consisting of a 1-1-1 ratio, at a rate of one (1) pound actual Nitrogen per 1,000 square feet. Fertilizer will be provided by the City of Corona, however the labor shall be provided by the contractor at no extra charge.
 - c) Contractors shall immediately irrigate after each fertilizer application.
 - d) All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application.
 - e) Contractors shall notify the General Manager, in writing, five (5) working days prior to any fertilizer application. This written document shall include the following:
 - Location and exact date the fertilizer application will be performed.
 - Type of fertilizer and method of application to be used.

K. Tree Care

- 1) Tree Trimming:
- a) Contractors shall be responsible for all tree trimming, including the removal of palm fronds and flower stalks, from all trees in the zone from zero (0) up to (20) twenty feet in height regardless of the total height of the tree.
 - b) Contractors shall perform tree pruning as per the contract schedule to provide a well-groomed, "laced out" appearance for all trees which encourages air movement through the tree canopy.

- c) Contractors shall notify the General Manager in writing five (5) days prior to any tree pruning, except when pruning is required for public safety.
 - d) All trees in the work site shall be maintained in their natural shapes. This work shall be accomplished in a manner which will ensure that each individual tree is trimmed carefully to promote the tree's health and appearance.
 - e) All work shall be of the highest quality and performed in accordance with approved professional tree trimming standards.
 - f) All trees shall be pruned within 48 hours upon notification to remove or prevent encroachment where it blocks vision, or encroaches in any manner deemed undesirable by the General Manager.
 - g) All trees shall be continually maintained free of all dead, diseased and damaged branches back to the point of breaking. Cuts must be made flush with the collar to promote proper healing. Pruning tools shall be adequately sharpened to provide clean cuts and shall be properly sterilized to reduce spread of disease.
 - h) All sucker growth is to be removed from trees as it occurs.
 - i) Contractors shall maintain all branches which encroach sidewalks at a minimum height of ten (10) feet clearance and a minimum fourteen (14) foot clearance for branches which encroach beyond the curb line into the street.
 - j) All branches which encroach over private property shall be removed as directed.
 - k) Contractors shall not remove or disturb any tree central leader without prior written approval from the General Manager.
- 2) Tree Staking:
- a) Contractors shall, at no additional cost to the City, stake and tie all trees which require support.
 - b) Tree stakes shall be pentachlorophenol treated, lodgepole pine not less than eight feet (8') in length. Two (2) tree stakes are required per tree.
 - c) Guy wires where required will be of pliable, zinc-coated ten gauge wire (three ties per tree), and should have a white P.V.C. sleeve for visibility.

- d) Trees shall be secured to stakes with cinch ties or equivalent. Contractors shall not use wire and hose.
 - e) Stakes shall not be placed closer than eight (8) inches from the tree trunk.
 - f) Stakes and ties shall be placed so no chafing of bark occurs and shall be checked frequently, and re-tied as necessary, to prevent girdling.
- 3) Tree Replacement:
- a) Contractors shall be responsible for the complete removal and replacement of trees lost due to the Contractor's faulty maintenance or negligence, as determined by the General Manager.
 - 1) Replacement shall be made by the worksite Contractor with the kind and size determined by the General Manager.
 - 2) Where there is a difference in value between the tree lost and the replacement tree, this difference will be deducted from the Contractor's payment.
 - 3) In all cases the value of the trees lost will be determined by the General Manager, using the latest American Shade Tree Conference guidelines for value determination.
 - b) Downed trees, due to any cause, shall be removed and the stump ground to a depth of 12" and re-filled the same day of identification or notification.
 - c) Trees lost from causes other than the Contractor's negligence shall be replaced by the Contractor with a twenty four (24) inch box tree and billed as specified in GENERAL SPECIFICATIONS 1.V. The General Manager may specify a species of tree for replacement different from the one lost.
- 4) Tree Irrigation:
- a) All trees shall be adequately irrigated to maintain a healthy and attractive appearance.
 - b) Irrigation run-off and overspray shall be minimized.

L. Disease and Pest Control

- 1) Contractors shall regularly inspect all landscaped areas for the presence of disease, snail, and insect infestation. The Contractors shall advise the General Manager, in writing, within four (4) days when any disease, snail, insect infestation is found; he shall identify the disease, snail, insect and specify control

measures to be taken. The Contractors shall implement control measures, exercising extreme caution in the application of all spray materials, dusts or other materials utilized. Spray materials, dusts, and other materials will be supplied by the City.

- 2) Approved control measures shall be continued until the disease, snail or insect is controlled to the satisfaction of the General Manager. The Contractors shall utilize all safeguards necessary during disease, snail, or insect control operations to ensure safety of the public and the employees of the Contractors.
- 3) Contractors shall perform at their sole expense the following services:
 - a) All work involving the use of chemicals will be accomplished by a State of California licensed pest control operator. A written recommendation by a person possessing a valid California Pest Control Adviser License is required prior to chemical application where required by law.
 - b) All chemicals requiring a special permit for use must be registered by the Contractors with the County Agricultural Commissioner's Office and a permit obtained with a copy to the General Manager prior to use.
 - c) A copy of all forms submitted to the County Agricultural Commissioner shall be given to the General Manager on a monthly basis.
 - d) All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California will be adhered to.

M. Green Waste Disposal

- 1) Green waste shall be defined as tree and shrubbery trimmings, grass, weeds, leaves, woodchips and other garden organic materials.
- 2) Contractor shall be responsible for recycling all green waste generated from their contract performance.
- 3) Contractor shall have the duty to keep all green waste from being contaminated to an extent it no longer can be recycled.
- 4) Contractor shall deliver all green waste to a city approved reclamation site, for the purposes of recycling.
- 5) Contractor shall submit a monthly report identifying the weight and/or volume of green waste recycled during the preceding month. Payment of maintenance

invoice will not be made until green waste monthly report is completed and received by the General Manager.

N. General Clean-up

- 1) Litter/Debris Removal. All areas in the work sites shall be kept free of, but not limited to, the following items: bottles, glass, cans, paper, cardboard, metallic items, and other debris. In addition, dog feces are also to be removed from the walkways, turf or ground cover areas. Also including tree limbs 10” and under.

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

- 2) Policing of Areas. All areas under maintenance, and other designated areas, will be policed and have trash removed between 6:00 AM and 9:00 AM **daily, five (5) days per week** (Monday through Friday). (LMD/CFD and GENERAL AREAS ONLY)
- 3) Curb and Gutter Maintenance. The Contractor is responsible for removal of all weeds and grass growing in and around the curb and gutter area. The Contractors are responsible to insure the roadway is cleared of all dirt and debris within four (4') feet of the curb and gutter in all areas adjacent to maintenance responsibilities.
- 4) Walkway Maintenance. Walkways shall be cleaned immediately following mowing and edging and cleaned by use of power sweeping or blower equipment as per the schedule. This includes removal of all foreign objects from surfaces such as gum, glass, dog feces, and grease. All walkway cracks and expansion joints shall be maintained weed and grass free at all times.
- 5) Drain Maintenance. All drains and catch basins shall be kept free of siltation and debris at all times. All v-ditches and drainage areas shall be kept clean and edged regularly by the Contractors.
- 6) Removal of Leaves. Accumulation of leaves shall be removed from all areas as per the contract schedule.
- 7) Removal of Damaged Plant Material. All dead, damaged, declining, hazardous or broken plant material (Trees, shrubs, vines, ground cover, turf), whether a result of the contractors negligence or an Act of God shall be removed by the contractor at no additional cost to the City.

O. Repair of Walkways, Bike Paths, Service Roads and Miscellaneous Improvements

1) Walkways and Service Roads:

- a) All walkways, bike paths and service roads, if any, shall be maintained by the Contractor so as to keep the integrity of the walking, biking or driving surface in a safe, unimpaired condition. Contractors shall be entitled to additional compensation, as stated in GENERAL SPECIFICATIONS 1.V.
- b) Contractors will not be responsible for total replacement of roadways or walkways as a result of normal deterioration, but will be required to replace all improvements damaged by his negligence.

2) Miscellaneous Improvements:

All natural areas shall be maintained in an existing state except it will be the responsibility of the Contractors to repair or replace miscellaneous improvements such as signs and mowing strips, or any other structural improvements within the work sites, unless otherwise specified. Contractors shall be entitled to additional compensation for these services as stated in GENERAL SPECIFICATIONS 1.V.

P. Natural Areas

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

- 1) Remove all trash and debris, or other items as determined by the General 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.

Optional Maintenance Items

Park Facilities

- 1) Mulch in any open areas or planters once per year in Spring (April)
- 2) Aerate and apply City provided fertilizer in turf grass areas.

LMD Facilities

- 1) Aerate and apply City provided fertilizer in turf grass areas twice per year.
- 2) Add mulch to all planters once per year in Spring (April)

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 General 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 "General Manager," shall be construed to mean the General 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
 Maintenance Services Department
 755 Public Safety Way
 Corona, CA 92880
 Facsimile number (951) 736-2455

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 General 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 General 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.

- 2) Contractors shall accomplish all normal landscape maintenance required under this contract between the hours of 7:00 AM and 6:00 PM, Monday through Saturday. Exceptions may be made to normal working hours, where incidences of use may be too great during the hours specified to allow for proper maintenance. The General 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.
- 3) 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 General Manager or his representative. The General Manager shall be notified within five (5) working days of any deviation from this schedule or material usage.
- 4) 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 General Manager and shall be submitted to the General Manager upon request.

NOTE: THE GENERAL 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 General 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 General 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 General 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 General 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 General Manager.
- 5) The General 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.

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 General 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 General Manager shall be notified immediately of any unsafe condition that requires major correction.
- 2) Contractors shall be responsible for making minor corrections including, but not limited to, filling holes in landscaped areas and paving, diverting water sheet flow, using barricades or traffic cones to alert persons of the existence of hazards, replacing valve box covers, and securing exercise and/or play apparatus so as to protect all persons from injury.
- 3) Contractors shall inspect all work sites for hazards, or potential hazards on a daily basis.
- 4) During the required inspection of all work sites for hazards, or potential hazards, the Contractors shall keep a log indicating the date the area was inspected, any unsafe conditions, and the action taken.
- 5) 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 General 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 General Manager.

K. Vandalism/Theft

- 1) 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.
- 2) Contractors shall be responsible for performing maintenance, repairs, and replacement of existing landscaped areas which are maintained under this contract and damaged or altered in any way as a result of theft and/or mysterious damages that do not result from the performance of the Contractors.
- 3) Additional compensation will be provided only for the cost of parts which are directly related to the theft and/or vandalism; labor shall be provided by the Contractors at no additional cost to the City.
- 4) The following conditions shall be met prior to the Contractors being reimbursed for the replacement parts:
 - a) Submit a written proposal for the replacement part(s) costs.
 - b) Secure written authorization for the purchase of the replacement parts by the General Manager, or his delegated representative.
 - c) Submit a photocopy of the original invoice(s) for the replacement parts.
 - d) Submit a copy of a report filed with the City of Corona Police Department which relates to the specific incident if required by General Manager.

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 inquires and/or complaints received from the City of Corona or the General 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 and Controller Remote Transmitters

- 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 at the end of the contract period, or at any time deemed necessary by the General 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 General 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 General 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 execution 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 General 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 General 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 General 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 General 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) General Manager of Maintenance Services Department
 - d) Police Department
 - e) Parks Superintendent
 - 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.
- | | |
|--|-----------------------|
| Maintenance Services Department | (951) 736-2234 |
| 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 General 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 General 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 General 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 General 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 General 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 General 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 General 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 General 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.

X. Minor Modifications

The General Manager may modify these specifications with the joint approval of the Contractor.

2. CONTRACTOR PERFORMANCE

A. Contractor Non-Performance

- 1) If the General Manager determines that there are deficiencies in the performance of this Agreement, the General 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 General 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 General 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 General 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 General Manager.
- 3) If any complaint is not abated within 24 hours, the General Manager shall be notified immediately of the reason for not abating the complaint, followed by a written report to the General Manager within five (5) days.
- 4) If the complaints are not abated within the time specified, or to the satisfaction of the General Manager, the General 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 General 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 General 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 General Manager.
 - c) Damage to shrubs may be corrected by appropriate pruning; however, if in the opinion of the General 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 General 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 General 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 General Manager.

- 5) All submitted invoices, approved by the General 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 General 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 General Manager which is/are incomplete or not performed.

E. Substitution of Securities

The Contractors may, at his sole cost and expense, substitute securities equivalent to any monies withheld by the City to insure performance under the contract. Such securities shall be deposited with the City or with a State or Federally Chartered Bank as escrow agent who shall pay such monies to the Contractors upon satisfactory completion of the contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Securities eligible for investment under this section shall include those listed in Public Contract Code Section 22300.

EXHIBIT “B”**MONTHLY MAINTENANCE SCHEDULE**
LMD / CFD / GENERAL / FIRE STATION*

Regular Recurring Tasks	Frequency / Qty. per Year	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Weed Control	Weekly / 52	X	X	X	X	X	X	X	X	X	X	X	X
Turf Care - Mowing/Edging	Weekly Mar. – Oct. / 36 Twice a mth Nov.-Feb / 8	X	X	X	X	X	X	X	X	X	X	X	X
Vine Trimming	Seven times a year / 7			X		X	X	X	X	X		X	
Ground Cover Edge/Trim	Every other month / 6		X		X		X		X		X		X
Shrub Trimming	Seven times a year / 7			X		X	X	X	X	X		X	
Tree Care	Twice a year / 2				X					X			
Irrigation System Inspection, Testing & Maintenance	Weekly / 52	X	X	X	X	X	X	X	X	X	X	X	X
Police Area – Remove trash/debris/dog feces	Daily / 365	X	X	X	X	X	X	X	X	X	X	X	X
Remove leaves & keep curbs, gutters & drains clear of debris	Weekly / 52	X	X	X	X	X	X	X	X	X	X	X	X
Fertilization (Turf & Planters)	Once a year / 1				X								
Paint Back-flow devices, cages, valve box lids, etc.	Once a year / 1		X										

***See separate Monthly Maintenance Schedule for Sage Open Space**

MONTHLY MAINTENANCE SCHEDULE

SAGE OPEN SPACE

Regular Recurring Tasks	Frequency / Qty. per Year	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Weed Control	Six times a year / 6	X		X		X		X		X		X	
Turf Care - Mowing/Edging	Monthly / 12	X	X	X	X	X	X	X	X	X	X	X	X
Vine Trimming	N/A												
Ground Cover Edge/Trim	Once a year / 1						X						
Shrub Trimming	Two times a year / 2				X				X				
Tree Care	N/A												
Irrigation System Inspection, Testing & Maintenance	Monthly / 12	X	X	X	X	X	X	X	X	X	X	X	X
Police Area – Remove trash/debris/dog feces	Monthly / 12	X	X	X	X	X	X	X	X	X	X	X	X
Remove leaves & keep curbs, gutters & drains clear of debris	Monthly / 12	X	X	X	X	X	X	X	X	X	X	X	X
Fertilization (Turf & Planters)	N/A												
Paint Back-flow devices, cages, valve box lids, etc.	Once a year / 1		X										

EXHIBIT "C"
COMPENSATION

The total Compensation shall not exceed **\$453,450** without authorized written approval from the City's Representative.

	Monthly Cost	Annual Cost
Bid Area #1 and #5 (Combined)		
LMD Zone 2	\$ 950.00	\$ 9,500.00
LMD Zone 17	\$ 1,450.00	\$ 14,500.00
LMD Zone 18	\$ 2,525.00	\$ 25,250.00
CFD 2001-1	\$ 2,100.00	\$ 21,000.00
CFD 97-1	\$ 1,000.00	\$ 10,000.00
General	\$ 6,500.00	\$ 65,000.00
CFD 2011-1	\$ 350.00	\$ 3,500.00
LMD Zone 6	\$ 10,000.00	\$ 100,000.00
LMD Zone 14	\$ 9,400.00	\$ 94,000.00
CFD 2001-1	\$ 2,500.00	\$ 25,000.00
CFD 2002-2	\$ 1,050.00	\$ 10,500.00
CFD 2002-3	\$ 1,045.00	\$ 10,450.00
Subtotal	\$ 38,820.00	\$ 388,200.00
Optional Maintenance Item for Parks Facilities		
Mulch in any open areas or planters once per year in Spring (April)	\$ -	\$ 6,750.00
Aerate and apply City provided fertilizer in turf grass areas	\$ -	\$ 4,500.00
Optional Maintenance Item for LMD Facilities		
Aerate and apply City provided fertilizer in turf grass areas twice per year	\$ -	\$ 9,000.00
Add mulch to all planters once per year in Spring (April)	\$ -	\$ 45,000.00
Subtotal	\$ -	\$ 65,250.00
Total	\$ -	\$ 453,950.00

CONTRACT BREAKDOWN AS FOLLOWS:

- Annual scheduled routine maintenance cost \$ 453,950.00
 - Any incidentals beyond routine maintenance \$ 25,000.00
- \$ 478,950.00

PERFORMANCE/PAYMENTS BONDS ARE REQUIRED FOR 100% OF THE ANNUAL SCHEDULED ROUTINE MAINTNEANCE COST