

**CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH GREENTECH LANDSCAPE, INC.
(UTILITY DEPARTMENT FACILITIES LANDSCAPE MAINTENANCE SERVICES –
RFP 24-003SB)**

1. PARTIES AND DATE.

This Agreement is made and entered into this 6th day of December, 2023 by (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and Greentech Landscape, Inc. a California Corporation with its principal place of business at 13560 Telegraph Road, Whittier CA 90605 (“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 Utility Department Facilities Landscape Maintenance Services – RFP 24-003SB project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional landscape maintenance or other general services necessary for the Project (“Services”). The Services are more particularly described in

Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from December 6, 2023 to June 30, 2025 (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Contractor.

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

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

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

3.2.4 City’s Representative. The City hereby designates Donna Finch, or his or her designee, to act as its representative for the performance of this Agreement (“City’s

Representative”). City’s Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

3.2.5 Contractor’s Representative. Contractor hereby designates Gus Marquez, 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 One Hundred and Seventy-Five Thousand Dollars (\$175,000) per fiscal year ("Total Compensation") without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

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

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

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

3.4 Termination of Agreement.

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

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

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

3.5 General Provisions.

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

Contractor:

Greentech Landscape, Inc.
13560 Telegraph Road
Whittier CA 90605
Attn: Gus Marquez

City:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

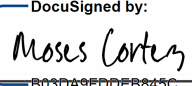
[SIGNATURES ON NEXT 2 PAGES]

**CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH GREENTECH LANDSCAPE, INC.
(UTILITY DEPARTMENT FACILITIES LANDSCAPE MAINTENANCE SERVICES –
RFP 24-003SB)**

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

CITY OF CORONA

By: 
Donna Finch
Interim Community Services Director

Reviewed By: 
Moses Cortez
Facilities, Parks & Trails Manager

Reviewed By: 
Yasmin Lopez
Purchasing Manager

Attest:

Sylvia Edwards
City Clerk

CONTRACTOR'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH GREENTECH LANDSCAPE, INC.
(UTILITY DEPARTMENT FACILITIES LANDSCAPE MAINTENANCE SERVICES –
RFP 24-003SB)

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

GREENTECH LANDSCAPE, INC.
a California corporation


By: 
7FCB2C45EB20427
Gus Marquez
President and Secretary

EXHIBIT "A"
SCOPE OF SERVICES

Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional landscaping services necessary for the City of Corona Utilities Department. The Services are more particularly described herein.

City of Corona Utility Department
Water Reclamation Facilities

<u>Facility</u>	<u>Address</u>	<u>Approx. Acres</u>
• Water Reclamation Facility No. 1	2205 Railroad Street	40

Scope of Work:

Weekly: check irrigation, adjust and/or repair as necessary, mow, edge, blow turf areas, rake planters, abate weeds and remove rubbish (some turf areas may require less frequent mowing during winter months). No spraying of pesticides around basins.

Monthly: abate weeds and trim grasses on large slopes, trim groundcover at walks and drives. Maintain tree supports/stakes. Spray weeds around facility walkways, buildings, structures and planters.

Quarterly: fertilize turf and shrubs around Control Building. Inspect trees and prune as needed.

<u>Facility</u>	<u>Address</u>	<u>Approx Acres</u>
• Water Reclamation Facility No. 2	650 E. Harrison	7

Scope of Work:

Weekly: Check irrigation, adjust and/or repair as necessary, rake planters, abate weeds and remove rubbish.

Monthly: On-going trimming of hedges around basins, stairways and drives. Remove rubbish as needed. Prune and trim shrubs around Control Building.

Prune level of plumego bushes down to 3 feet and cut back to even with brick wall.

Contractor may spot spray around ponds.

Department will provide extra green waste bin for trimming of plumego bushes. Spray weeds around facility walkways, buildings, structures and planters.

Quarterly: Keep weeds down and trim plants on Harrison St. and shrubs around Control Building. Inspect trees and prune as needed. Contractor to trim old fronds from palm trees.

<u>Facility</u>	<u>Address</u>	
• Communication Site Grape Hill Tower	881 Corsica Drive	N/A
• Communication Site Eagle Glen	1602 Fairway Drive	N/A

Scope of Work:

Monthly: abate weeds and remove rubbish.

SCOPE OF WORK (continued)
City of Corona Utility Department
Water Reclamation Facilities

<u>Facility</u>	<u>Address</u>	<u>Approx. Acres</u>
• Water Reclamation Facility No. 3	3997 Temescal Cyn.	264,000 sq. ft.

Scope of Work:

Weekly: check irrigation, adjust and/or repair as necessary, abate weeds remove rubbish.

Monthly: trim groundcover, hedges, shrubs and trees. Maintain new tree supports/stakes.

Spray weeds around facility walkways, buildings, structures and planters.

Quarterly: fertilize shrubs and groundcover.

Add Alternate: On the south side of the "Plant" base your bid on the maintenance of the cypress trees.

<u>Facility</u>	<u>Address</u>	<u>Approx. Acres</u>
• Water Reclamation Facility No. 3 Soccer Fields	3997 Temescal Cyn.	7

Scope of Work:

Weekly: check irrigation, adjust and/or repair as necessary, abate weeds, mow and edge turf, remove clippings and rubbish.

Monthly: trim groundcover at walks and drives.

Yearly: de-thatch turf, over-seed turf with rye (after first year of installation).

Bi-annually: aerate turf, fertilize.

<u>Facility</u>	<u>Address</u>	
• Sierra del Oro Lift Station	3851 Palisades Drive	N/A
• Smith & Rincon Lift Station	1505 Rincon	N/A
• Yuma Lift Station	735 Via Blairo	N/A
• McKinley Lift Station	113 McKinley	N/A
• Bedford Cyn. Lift Station	3695 Bedford Cyn.	N/A

Scope of Work:

Monthly: At Yuma Lift Station only, check irrigation, adjust and/or repair as necessary, trim groundcover and trim trees as necessary.

At all lift stations abate weeds and remove rubbish.

SCOPE OF WORK (continued)
City of Corona Utility Department
Water Facilities

<u>Facility</u>	<u>Address</u>	<u>Approx. Acreage</u>
• Gilbert Reservoir	4065 Gilbert Ave.	1.50
• Green River WTP	4130 Green River Rd.	3.60
• Lester WTP	2970 Rimpau Ave.	1.25
• Keith WST	3985 Nelson St	1.50
• Ion Exchange Treatment Plant	410 Rimpau Ave.	0.25
• Sierra Del Oro WTP (inside perimeter of fence)	2940 Wildemess Cir.	3.80

Scope of Work:

Weekly: check irrigation, adjust and/or repair as necessary, abate weeds, remove rubbish.

Monthly: trim ground cover at walks and drives.

Quarterly: fertilize groundcover, trim shrubs.

Yearly: trim trees.

Note: Do not spray herbicides and or pesticides within 100 ft of open potable water basins.

<u>Facility</u>	<u>Address</u>	<u>Approx. Acreage</u>
• Temescal Desalter	745 Public Safety Way	0.50

Scope of Work:

Weekly: check irrigation, adjust and/or repair as necessary, abate weeds, mow and edge turf, remove clippings and rubbish. Contractor may spray herbicides early in the morning with immediate approval of site supervisor.

Monthly: trim groundcover at walks and drives.

Quarterly: fertilize groundcover and turf, trim shrubs; this includes the slopes on the northwest side of the parking.

Yearly (fall): over-seed turf with rye and fertilize, trim trees.

City of Corona Utility Department
Water Facilities

<u>Facility</u>	<u>Address</u>	<u>Approx. Acreage</u>
• Well 7A	917 Circle City Dr.	0.20
• Well 9A	505 S. Vicentia	N/A
• Well 11	1865 Pomona Rd.	0.25
• Well 14	1200 W. 10 th St.	0.20
• Well 19	219 W. Grand Ave.	0.20
• Well 25	310 S. Vicentia	0.08
• Well 27	2581 Mangular	0.16

• Well 28	202 N. Buena Vista	0.11
• Well 29 <i>(inside fenced area)</i>	240 N. Buena Vista	0.004
• Border Reservoir <i>(unimproved areas on either side of reservoir and behind, not front)</i>	2369 1/2 Border Ave.	0.25
• Border Reservoir	2525 Border Avenue	2.68
• Jameson Reservoir	4268 Jameson Circle	1.68
• Cresta Verde Booster	2005 Promenade Ave.	0.25
• Payette Booster	881 Payette Ave.	0.25

Scope of Work:

Weekly: check irrigation, adjust and/or repair as necessary, abate weeds remove rubbish.

Monthly: trim groundcover.

Quarterly: fertilize groundcover, trim oleanders.

SCOPE OF WORK (continued)
City of Corona Utility Department
Water Facilities

<u>Facility</u>	<u>Address</u>	<u>Approx. Acreage</u>
• Border Booster	2290 Border Ave	0.25
• Cresta Verde Reservoir	756 La Cumbre	0.25

Scope of Work:

Weekly: check irrigation, adjust and/or repair as necessary, abate weeds, mow and edge turf, remove clippings and rubbish.

Monthly: trim groundcover at walks and drives.

Quarterly: fertilize groundcover and turf, trim shrubs.

SCOPE OF WORK (continued)
City of Corona Utility Department
Water Facilities

<u>Facility</u>	<u>Address</u>	<u>Approx. Acreage</u>
• Well 3	9865 Glen Ivy Rd.	0.20
• Well 8A	219 S Joy	0.20
• Well 12A	519 Maple St.	0.20
• Well 13	1018 Cottonwood CT.	0.20
• Well 15	102 N. Lincoln	0.20
• Well 20	25225 Matri Rd.	0.20
• Well 21	24650 Glen Ivy Rd.	0.20
• Well 22	405 Sierra Vista	0.20
• Well 24	204 Washburn Cir.	0.20
• Well 31	211 N. Buena Vista	0.10
• Well 32	3822 Grant St. (Home Gardens)	0.20
• Well 33	3822 Grant St. (Home Gardens)	0.20
• Glen Ivy Reservoir	8965 Glen Ivy Rd.	0.30
• ADV Reservoir	2750 Raven Cir.	0.20
• Aquino Booster	1036 Aquino Cir.	0.20
• Chase Booster	1315 E Chase Dr.	0.20
• Harlon Hills Booster	3440 Bonnieview Circle	0.20
• Kraft Ranch Booster	1725 Oakridge Dr.	0.20
• Maybe Canyon Booster	2643 Border Ave.	0.20
• Morita Booster	755 Morita Dr.	0.10
• Ontario Booster	506 Ontario Ave.	0.25
• Serfas Club Booster	1290 Serfas Club Dr.	0.20
• Sierra Bella Booster	2690 Hidden Hills Way	0.10
• Eagle Glen Reservoir	1602 Fairway Dr.	0.50
• E.G. Zone 6 Booster	1602 Fairway Dr.	0.20
• E.G. Zone 5 Booster	4255 Eagle Glen Pkwy	0.20

• Hayden Reservoir	3590 Nelson Ave.	0.20
• Yuma Reservoir	881 Corsica Dr.	0.50
• Tom Barnes PRV	Temescal Cyn Rd/Tom Barnes	0.10
• Yorba PRV	Yorba Street/North of Railroad	N/A
• Old Well Site	Lincoln & 8 th	0.20
• Magnolia PRV Station	Intersection- Magnolia & Leeson	N/A
• Lincoln & Lorna Monitoring Well	Lincoln & Lorna	0.20
• 10 & Lincoln Monitoring Well	Southwest Corner of 10 th and Lincoln	0.20
• R3 WST	2000 Garretson	N/A
• SDO Raw	1670 Montana Ranch	0.20

Scope of Work:

Weekly: abate weeds and remove rubbish.

SCOPE OF WORK (continued)
City of Corona Utility Department
Administration Facility

<u>Facility</u>	<u>Address</u>
• Corporation Yard (CY) Smoking Area	755 Public Safety Way

Scope of Work:

Weekly: check irrigation, adjust and/or repair as necessary, abate weeds, remove clippings and rubbish.

Monthly: trim groundcover at walks and drives/ramps; maintain any new tree support/stakes.

Quarterly: fertilize groundcover, trim shrubs.

Yearly (fall): trim trees

SCOPE OF WORK (continued)

1. CONTRACTOR LIABILITY

- A. All damage to existing improvements located within areas, and adjacent to areas under maintenance, which in the opinion of the Department 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.
- B. Such repairs and/or replacement shall be performed by the Contractor at no cost to the City, and shall be accomplished as directed by the Department. 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.
- C. Irrigation damage shall be repaired or replaced within the following time limits:
 - 1. Mainline irrigation breaks shall be repaired within 24 hours.
 - 2. All other irrigation repair and/or replacement shall be completed within one (1) working day.
- D. All damages to turf, ground cover, shrubs, vines or trees shall be repaired or replaced within five (5) working days.
 - 1. Damage to turf shall be repaired by replacement with the appropriate variety of sod; reseeding shall not be considered as an adequate repair.
 - 2. Damage to ground cover shall be repaired by replacement with the appropriate variety of plant material. Size and spacing shall be determined by the Department.
 - 3. Damage to shrubs may be corrected by appropriate pruning; however, if in the opinion of the Department the damage is severe, the shrub shall be removed and replaced with a similar variety and size.
 - 4. Damage to trees shall be repaired in the following manner:
 - a. Minor damage such as bark lost from mechanical equipment shall be remedied by a qualified Tree Surgeon or Arborist.
 - b. If the damage results in the loss of the tree; or, if in the opinion of the Department the damage is severe, the damaged tree shall be removed and replaced with a similar variety and size.
- E. All damage resulting from chemical application and/or operation, either by spray-drift, improper application, lateral leaching, or other means, shall be corrected in accordance with the previous provisions and the soil conditioned to ensure its ability to support plant life.
- F. All work shall be inspected, verified, and completed to the satisfaction of the Department.

2. REMOVING OBSTRUCTIONS AND MAINTENANCE OF EXISTING IMPROVEMENTS

- A. Where there is work to be constructed in, or adjacent to, areas which have been improved by lawns, trees, shrubs, or gardens, the Contractor shall remove such trees or plants as may be necessary for the prosecution of the work and give them proper care and attention until the work has been satisfactorily completed, after which the Contractor shall replace them in as nearly the original condition and location as is reasonably possible. Where it is necessary to deposit the excavated materials on lawns during the process of construction, the Contractor shall first lay burlap or canvas on the lawn to prevent contact between the excavated material and the lawn.

- B. Unless otherwise indicated in the contract documents all utility lines, conduits, wires, or structures shall be maintained by the Contractor and shall not be disturbed, disconnected, or damaged by them during the progress of the work, provided, that should the Contractor in the performance of the work disturb, disconnect, or damage any of the above, all expense, arising from such disturbance, or in the replacement or repair thereof, shall be borne by the Contractor. However, in accordance with Section 4215 of the California Government Code, the Contractor shall be compensated for the cost of locating and repairing damage to main or trunk line utility facilities located on the jobsite, not due to the failure of the Contractor to exercise reasonable care; for costs of removing or relocating such utility facilities not indicated in the contract documents with reasonable accuracy; and for the operation cost for equipment on the project necessarily idled such work.
- C. At least two working days prior to commencing any excavation pursuant to this Contract, the Contractor shall contact Underground Service Alert at (800) 422-4133 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.

3. NON-INTERFERENCE

Contractor shall not interfere with the operations of the Utility Department, and shall conduct their operations so as to not impede the work and activities of the City staff.

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

4. PARKING

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

5. LITTER

- A. 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 on a weekly basis.
- B. Contractor shall promptly remove from the work area, all debris generated by their performance.

6. USE OF CHEMICALS

- A. Contractor shall submit a list of all chemical herbicides, pesticides, and rodenticides proposed for use under this contract for approval by the Department. Materials included on this list shall be limited to chemicals approved by the State of California Department of Food and Agriculture, 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.

Material Safety Data Sheets (MSDS) must be provided prior to award of contract.

No spray chemicals or powder chemicals are allowed in areas listed on "Water Facilities," only pellet formed chemicals.

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

7. **DISEASE AND PEST CONTROL**

- A. Contractor shall regularly inspect all landscaped areas for the presence of disease, snail, insect or rodent infestation. The Contractor shall advise the Department, in writing, within four (4) days when any disease, snail, insect or rodent infestation is found; he shall identify the disease, snail, insect or rodent and specify control measures to be taken. The Contractor shall implement control measures, exercising extreme caution in the application of all spray materials, dusts or other materials utilized.
- B. Approved control measures shall be continued until the disease, snail, insect or rodent is controlled to the satisfaction of the Department. The Contractor shall utilize all safeguards necessary during disease, snail, insect or rodent control operations to ensure safety of the public and the employees of the Contractors.
- C. Contractor shall perform at their sole expense the following services:
 - 1. 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.
 - 2. All chemicals requiring a special permit for use must be registered by the Contractor with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Department prior to use.
 - 3. A copy of all forms submitted to the County Agricultural Commissioner shall be given to the Department on a monthly basis.
 - 4. All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California will be adhered to.

8. **WEED CONTROL**

- A. For the purpose of these specifications, a weed will be considered as "any undesirable or misplaced plant".
- B. All areas within the specified maintenance area, including but not limited to, turf grass, shrub and ground cover areas, planters, tree wells, and hardscape areas shall be kept free of weeds at all times.
- C. Weed removal shall consist of complete removal of all weeds, including top growth and roots, as the weeds appear.
- D. Weed control shall be performed a minimum of one (1) time per week.
- E. Bare areas between plants shall be cultivated by hand on a weekly basis.
- F. Weeds shall be controlled either by hand, mechanical or chemical methods; however, the Department may restrict the use of chemical weed control in certain areas.

9. **IRRIGATION MAINTENANCE AND REPAIRS**

Contractor shall maintain all irrigation systems, at no additional cost to the City, in such a way as to:

- 1. Guarantee proper coverage and full working capability.
- 2. Make necessary adjustments to prevent overspray or excessive runoff into street right-of-ways or other areas not intended to be irrigated.
- 3. Damaged irrigation caused by the Contractor will be repaired and/or replaced at the Contractors expense.

4. Normal wear and tear of irrigation will be repaired by the Contractor and billed as additional services. Any repair that exceeds \$200.00 will require prior approval by a City of Corona authorized representative.

10. TURF GRASS CARE

A. Turf Grass Mowing:

1. Contractor shall mow all turf grass with adequately sharpened reel or rotary type mowers as to provide a smooth and even cut without tearing of turf grass blades.
2. The blade adjustment shall provide a uniform, level cut without ridges, depressions, or scalping.
3. All warm season turf grasses (Bermuda, St. Augustine, and Kikuyu) shall be cut with a reel type mower at a one (1) inch height throughout the year.
4. All cool season turf grasses (Fescue, Bluegrass, and Ryegrass) shall be cut at a two and one-half (2 1/2) inch height with a rotary type mower throughout the year.
5. Turf grass mowing heights may be adjusted by the Department during periods of turf grass renovation.
6. All turf grass clippings shall be picked up and removed to a legal dumping site prior to vacating the work site after each mowing.
7. Care shall be exercised to avoid depressions in the established grade from mowing when the soil is saturated.

B. Turf grass edging and trimming

1. Edging of turf grass shall be performed with a power edger containing a steel blade.
2. 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.
3. 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.
4. 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.
5. A four (4) inch barren strip shall be provided, and maintained, between turf grass areas and adjacent ground cover. Edging of turf grass and ground cover shall provide uniform delineation adjacent to this barren strip.
6. Trimming of plant material may be required around sprinklers to provide maximum irrigation coverage.
7. 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.
8. After mowing and edging is completed, all adjacent walkways and gutters shall be swept clean.

C. Turf Grass Fertilization

1. The turf grass shall be fertilized quarterly to provide a healthy and vigorously growing turf grass with horticulturally acceptable growth and color, as determined by the Department.

2. 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.
3. Contractor shall immediately irrigate after each fertilizer application.
4. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application.

D. Turf Grass Renovation

1. All warm season turf grass shall be renovated annually.
2. Renovation shall consist of aerating, verticutting, thatch removal and overseeding.
3. Contractor shall notify the Department, in writing, five (5) working days prior to any renovation operation. This written document shall include the following:
 - a. Location and exact date the renovation will be performed.
 - b. Type of equipment and materials to be used.
4. Contractor shall remove all renovation generated debris from the work site the day of the renovation operation and prior to vacating the work site.
 - a. Contractor shall cut all warm season grasses to the soil line immediately before and after verticutting.
 - b. Contractor shall verticut all warm season turf grass with a standard verticutting machine with verticutting blades one (1) inch apart which penetrate to a minimum depth of two inches below the soil line.
5. Overseeding shall be performed within two (2) days after verticutting with properly calibrated seeders.
 - a. Warm season turf grass shall be overseeded at a rate of eight (8) pounds of seed per 1,000 square feet. Certified Perennial Ryegrass shall be used. Seed tags shall be provided to the Department.
 - b. The overseed shall be covered with one-eighth (1/8) inch of topper. The topper must be approved by the Department and not contain Steer Manure.
6. Reseeding of bare spots shall be performed continually throughout the year to re-establish turf to an acceptable quality.
 - a. Reseeding shall be performed with certified turf grass seed similar to the established turf at a rate of eight (8) pounds per 1,000 square feet.
 - b. Seed shall be topped with one-eighth (1/8) inch of topper. The topper must be approved by the Department and shall not contain Steer Manure.
 - c. The Department may require the use of sod when deemed necessary. The Contractor shall be entitled to the wholesale cost of the sod only, provided the loss of turf grass was not due to the negligence of the Contractor.

E. Turf Grass Irrigation

1. All turf grass shall be adequately irrigated to maintain a healthy and attractive appearance.

2. Irrigation run-off and overspray shall be minimized.
3. Where possible the turf grass irrigation shall be on a separate program from other plant material irrigation.
4. Turf grass shall be irrigated in a method which promotes deep root growth.

11. GROUND COVER CARE

- A. 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.
- B. Edging and Trimming of Ground Cover:
 1. Edging of ground cover areas shall be performed monthly.
 2. All ground cover adjacent to sidewalks, curbs, mowing strips, or where no improved surface exists, shall be edged in a neat, uniform line.
 3. All ground cover shall be continually trimmed at the drip line of all shrubs.
 4. 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 Department.
 5. Trimming of ground cover may be required around sprinklers to provide maximum irrigation coverage.
 6. 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.
 7. After edging or trimming, the Contractor shall sweep clean all adjacent sidewalks or gutters.
- C. Cultivation of Ground Cover Areas:

The open soil between plants shall be cultivated monthly where the planting permits.
- D. Renovation of Ground Cover Areas:

Ground cover plantings shall be thinned and pruned for the health of the planting and the appearance of the site, or as required by the Department.
- E. Replanting of Ground Cover Areas:
 1. Replanting shall be required to maintain the continuity of the ground cover area.
 2. Replacement material costs shall be incurred by the City; however, labor shall be provided by the Contractor at no additional cost to the City.
- F. Ground Cover Irrigation:
 1. All ground cover areas shall be adequately irrigated to maintain a healthy and attractive appearance.
 2. Irrigation run-off and overspray shall be minimized.
 3. Ground cover areas shall be irrigated in a method which promotes deep root growth.
- G. Ground Cover Fertilization:

1. The ground cover shall be fertilized quarterly to provide a healthy and vigorously growing ground cover with horticulturally acceptable growth and appearance, as determined by the Department.
2. 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.
3. Contractors shall immediately irrigate after each fertilizer application.
4. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application.
5. Contractor shall notify the Department, in writing, five (5) working days prior to any fertilizer application. This written document shall include the following:
 - a. Location and exact date the fertilizer application will be performed.
 - b. Type of fertilizer and method of application to be used.

12. SHRUB CARE

A. Pruning of Shrubs:

1. All shrubs growing in the work areas shall be pruned as determined by the Department, to encourage healthy growth habits, removal of dead or damaged branches, and maintain natural shape.
2. Shrubs shall be pruned with sharp pruning tools.
3. Shrubs shall be pruned quarterly, 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.
4. All pruning cuts shall be one quarter (1/4) inch above a node (bud). No projections or stubs shall be allowed to remain.
5. Contractor shall remove all clippings the same day shrubbery is pruned and prior to vacating the work site.
6. Pruning shall be done to maintain a well-groomed, laced-out appearance, and encourage air movement through the shrub.
7. Shearing, hedging or severe pruning shall not be permitted without prior written permission from the Department.

B. Shrub Fertilization:

1. Shrubs shall be fertilized as necessary to maintain horticulturally acceptable health and color.
2. Foliar fertilization may be performed when appropriate.

C. Irrigation of Shrubs:

1. All shrubs shall be adequately irrigated to maintain a healthy and attractive appearance.
2. Irrigation run-off and overspray shall be minimized.
3. Shrubs shall be irrigated in a method which promotes deep root growth.

D. Shrub Replacement:

1. All damaged, diseased (untreatable) or dead shrubs shall be replaced with the exact same species and size of plant material that existed. Contractor shall be responsible for the complete removal and replacement of shrubs lost due to the Contractor's faulty maintenance or negligence, as determined by the Department.
 2. Substitutions for any plant materials must have prior written approval by the Department.
 3. Original plans and specifications shall be consulted to determine correct identification of species.
 4. 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 Department.
- E. Care shall be taken to prevent soil build-up around the crown of shrubs.

13. VINE CARE

- A. Vines and espalier plants shall be checked regularly and secured to the wall or support on a weekly basis.
- B. Vine Trimming:
1. All vines shall be trimmed a minimum of every three months.
 2. All vines shall be maintained so encroachment into adjacent pedestrian right-of-way shrubs, ground cover or private property is inhibited.
- C. Vine Irrigation:
1. All vines shall be irrigated to maintain a healthy and attractive appearance.
 2. Where possible the vine irrigation shall be on a separate program from turf grass.
 3. Vines shall be irrigated in a method which promotes deep root growth.

14. TREE CARE

- A. Tree Trimming:
1. Contractor shall be responsible for all tree trimming, including the removal of palm fronds and flower stalks, to a height of twenty (20) feet.
 2. Contractor shall perform tree pruning to provide a well-groomed, "laced out" appearance for all trees which encourages air movement through the tree canopy.
 3. 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.
 4. All work shall be of the highest quality and performed in accordance with approved professional tree trimming standards.
 5. 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.

6. All sucker growth is to be removed from trees as it occurs.
 7. Contractor 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.
 8. All branches which encroach over private property shall be removed as directed.
 9. Contractor shall not remove or disturb any tree central leader without prior written approval from the Department.
- B. Tree Staking:
1. Contractor shall, at no additional cost to the City, stake and tie all trees which require support.
 2. Tree stakes shall be pentachlorophenol treated, lodgepole pine not less than eight feet (8') in length. Two (2) tree stakes are required per tree.
 3. 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.
 4. Trees shall be secured to stakes with cinch ties or equivalent. Contractor shall not use wire and hose.
 5. Stakes shall not be placed closer than eight (8) inches from the tree trunk.
 6. 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.
- C. Tree Replacement:
1. Contractor shall be responsible for the complete removal and replacement of trees lost due to the Contractor's faulty maintenance or negligence, as determined by the Department.
 - a. Replacement shall be made by the worksite Contractor with the kind and size determined by the Department.
 - b. 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.
 - c. In all cases the value of the trees lost will be determined by the Department, using the latest American Shade Tree Conference guidelines for value determination.
 2. 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.
 3. Trees lost from causes other than the Contractor's negligence shall be replaced by the Contractor with a fifteen (15) gallon size tree and billed as "Additional Work". The Department may specify a species of tree for replacement different from the one lost.
- D. Fertilization:
Contractor shall fertilize trees as necessary to maintain horticulturally acceptable health and color.
- E. Tree Irrigation:
1. All trees shall be adequately irrigated to maintain a healthy and attractive appearance.
 2. Irrigation run-off and overspray shall be minimized.

3. Trees shall be irrigated in a method that promotes deep root growth.

15. GREEN WASTE DISPOSAL

- A. Green waste shall be defined as tree and shrubbery trimmings, grass, weeds, leaves, woodchips and other garden organic materials.
- B. Contractor shall be responsible for recycling all green waste generated from their contract performance.
 1. Contractor shall have the duty to keep all green waste from being contaminated to an extent it no longer can be recycled.
 2. Contractor shall deliver all green waste to a city approved reclamation site, for the purposes of recycling.
 3. Contractor shall submit a monthly report identifying the weight and/or volume of greenwaste recycled during the preceding month. Payment of maintenance invoice will not be made until green waste monthly report is completed and received by the Department.

16. GENERAL CLEAN-UP

- A. Trash Removal. Remove all trash and accumulated debris from the work sites. In addition, dog feces are also to be removed from the walkways, turf or ground cover areas.
- B. Curb and Gutter Maintenance. The Contractor is responsible for removal of all weeds and grass growing in and around the curb and gutter area. The Contractor is 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.
- C. Walkway Maintenance. Walkways shall be cleaned immediately following mowing and edging and cleaned by use of power sweeping or blower equipment not less than once per week. This includes removal of all foreign objects from surfaces such as gum, dog feces, grease and paint. All walkway cracks and expansion joints shall be always maintained weed and grass free.
- E. Drain Maintenance. All drains and catch basins shall be always kept free of siltation and debris.
 1. All v-ditches and drainage areas shall be kept clean and edged weekly by the Contractor.
- F. Removal of Leaves. Accumulation of leaves shall be removed from all areas not less than once per week.
- G. Removal of Damaged Plant Material. All dead, damaged, declining, hazardous or broken plant material (trees, shrubs, vines, ground cover, turf), whether a result of the Contractor's negligence or an Act of God shall be removed by the contractor at no additional cost to the City.

EXHIBIT "B"
SCHEDULE OF SERVICES

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

This agreement may be extended with the following option term renewals:

- Option 1, if exercised, shall be effective July 1, 2025 through June 30, 2027
- Option 2, if exercised, shall be effective July 1, 2027 through June 30, 2029

Option year extensions shall become effective only upon issuance by the City of a duly authorized Purchase Order.

EXHIBIT "C"
COMPENSATION

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

Line Item	Item Description	Unit Of Measure	QTY	Unit Price	Total
1	Water Reclamation Facility No. 1	Monthly Cost	12	\$1,400.00	\$16,800.00
2	Water Reclamation Facility No. 2	Monthly Cost	12	\$450.00	\$5,400.00
3	Communication Site Grape Hill Tower	Monthly Cost	12	\$100.00	\$1,200.00
4	Communication Site Eagle Glen	Monthly Cost	12	\$100.00	\$1,200.00
5	Water Reclamation Facility No. 3 Soccer Fields	Monthly Cost	12	\$100.00	\$1,200.00
6	Sierra del Oro Lift Station	Monthly Cost	12	\$150.00	\$1,800.00
7	Smith & Rincon Lift Station	Monthly Cost	12	\$100.00	\$1,200.00
8	Yuma Lift Station	Monthly Cost	12	\$100.00	\$1,200.00
9	McKinley Lift Station	Monthly Cost	12	\$100.00	\$1,200.00
10	Bedford Cyn. Lift Station	Monthly Cost	12	\$100.00	\$1,200.00
11	Gilbert Reservoir	Monthly Cost	12	\$400.00	\$4,800.00
12	Green River WTP	Monthly Cost	12	\$350.00	\$4,200.00
13	Lester WTP	Monthly Cost	12	\$300.00	\$3,600.00
14	Keith WST	Monthly Cost	12	\$300.00	\$3,600.00
15	Ion Exchange Treatment Plant	Monthly Cost	12	\$75.00	\$900.00
16	Sierra Del Oro WTP	Monthly Cost	12	\$975.00	\$11,700.00
17	Temescal Desalter	Monthly Cost	12	\$375.00	\$4,500.00
18	Well 7A	Monthly Cost	12	\$200.00	\$2,400.00
19	Well 9A	Monthly Cost	12	\$100.00	\$1,200.00
20	Well 11	Monthly Cost	12	\$100.00	\$1,200.00
21	Well 14	Monthly Cost	12	\$100.00	\$1,200.00
22	Well 19	Monthly Cost	12	\$100.00	\$1,200.00
23	Well 25	Monthly Cost	12	\$100.00	\$1,200.00
24	Well 27	Monthly Cost	12	\$100.00	\$1,200.00

Line Item	Item Description	Unit Of Measure	QTY	Unit Price	Total
25	Well 28	Monthly Cost	12	\$100.00	\$1,200.00
26	Well 29	Monthly Cost	12	\$100.00	\$1,200.00
27	Border Reservoir	Monthly Cost	12	\$100.00	\$1,200.00
28	Border Reservoir	Monthly Cost	12	\$250.00	\$3,000.00
29	Jameson Reservoir	Monthly Cost	12	\$250.00	\$3,000.00
30	Cresta Verde Booster	Monthly Cost	12	\$250.00	\$3,000.00
31	Payette Booster	Monthly Cost	12	\$100.00	\$1,200.00
32	Border Booster	Monthly Cost	12	\$100.00	\$1,200.00
33	Cresta Verde Reservoir	Monthly Cost	12	\$100.00	\$1,200.00
34	Well 3	Monthly Cost	12	\$100.00	\$1,200.00
35	Well 8A	Monthly Cost	12	\$100.00	\$1,200.00
36	Well 12A	Monthly Cost	12	\$175.00	\$2,100.00
37	Well 13	Monthly Cost	12	\$100.00	\$1,200.00
38	Well 15	Monthly Cost	12	\$100.00	\$1,200.00
39	Well 20	Monthly Cost	12	\$100.00	\$1,200.00
40	Well 21	Monthly Cost	12	\$100.00	\$1,200.00
41	Well 22	Monthly Cost	12	\$100.00	\$1,200.00
42	Well 24	Monthly Cost	12	\$175.00	\$2,100.00
43	Well 31	Monthly Cost	12	\$175.00	\$2,100.00
44	Well 32	Monthly Cost	12	\$100.00	\$1,200.00
45	Well 33	Monthly Cost	12	\$150.00	\$1,800.00
46	Glen Ivy Reservoir	Monthly Cost	12	\$100.00	\$1,200.00
47	ADV Reservoir	Monthly Cost	12	\$100.00	\$1,200.00
48	Aquino Booster	Monthly Cost	12	\$100.00	\$1,200.00
49	Chase Booster	Monthly Cost	12	\$100.00	\$1,200.00
50	Harlon Hills Booster	Monthly Cost	12	\$100.00	\$1,200.00
51	Kraft Ranch Booster	Monthly Cost	12	\$100.00	\$1,200.00

Line Item	Item Description	Unit Of Measure	QTY	Unit Price	Total
52	Maybe Canyon Booster	Monthly Cost	12	\$100.00	\$1,200.00
53	Morifa Booster	Monthly Cost	12	\$100.00	\$1,200.00
54	Ontario Booster	Monthly Cost	12	\$100.00	\$1,200.00
55	Serfas Club Booster	Monthly Cost	12	\$100.00	\$1,200.00
56	Sierra Bella Booster	Monthly Cost	12	\$100.00	\$1,200.00
57	Eagle Glen Reservoir	Monthly Cost	12	\$100.00	\$1,200.00
58	E.G. Zone 6 Booster	Monthly Cost	12	\$100.00	\$1,200.00
59	E.G. Zone 5 Booster	Monthly Cost	12	\$100.00	\$1,200.00
60	Hayden Reservoir	Monthly Cost	12	\$100.00	\$1,200.00
61	Yuma Reservoir	Monthly Cost	12	\$150.00	\$1,800.00
62	Tom Barnes PRV	Monthly Cost	12	\$100.00	\$1,200.00
63	Yorba PRV	Monthly Cost	12	\$100.00	\$1,200.00
64	Old Well Site	Monthly Cost	12	\$100.00	\$1,200.00
65	Magnolia PRV Station	Monthly Cost	12	\$75.00	\$900.00
66	Lincoln & Lorna Monitoring Well	Monthly Cost	12	\$100.00	\$1,200.00
67	10 & Lincoln Monitoring Well	Monthly Cost	12	\$100.00	\$1,200.00
68	R3 WST	Monthly Cost	12	\$75.00	\$900.00
69	SDO Raw	Monthly Cost	12	\$100.00	\$1,200.00
70	Corporation Yard (CY) Smoking Area	Monthly Cost	12	\$500.00	\$6,000.00
71	Irrigation Specialist (Hourly Rate)	Per Hour	1	\$70.00	\$70.00
72	Laborer (Hourly Rate)	Per Hour	1	\$40.00	\$40.00
73	One-Gallon Plant	Each	1	\$13.00	\$13.00
74	Five-Gallon Plant	Each	1	\$35.00	\$35.00
75	Ten-Gallon Plant	Each	1	\$70.00	\$70.00
76	Fifteen-Gallon Plant	Each	1	\$95.00	\$95.00
77	15 Gallon Tree with Stakes and Ties	Each	1	\$175.00	\$175.00
78	Ground Cover from Flats	Flat	1	\$35.00	\$35.00
79	Bark Mulch (Per Cubic Yard)	Cubic Yard	1	\$65.00	\$65.00
	Total Costs			\$12,598.00	\$144,598.00

No price increases will be permitted during the initial contract term. All price decreases (for example, if Contractor offers lower prices to another governmental entity) will automatically be extended to the City. Increases will be made in accordance with and shall not exceed the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers" for Riverside, California, Area (CPI-U), not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. Price increase requests require a minimum of thirty (30) days advance written notice for consideration and approval by City.