

City of Moreno Valley

**AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES**

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the "City", and **MARIPOSA LANDSCAPES INC.**, a Corporation, with its principal place of business at 6232 Santos Diaz Street, Irwindale, CA 91702, hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

**RECITALS**

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors;
- B. Contractor desires to perform and assume responsibility for the provision of professional **Detention Basin Maintenance** contracting services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional **Detention Basin Maintenance** contracting services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the **Detention Basin Maintenance** as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

**TERMS**

**1. CONTRACTOR INFORMATION:**

Contractor's Name: Mariposa Landscapes Inc.  
 Address: 6232 Santos Diaz Street  
 City: Irwindale State: CA Zip: 91702  
 Business Phone: (800) 794-9458 Fax No. (626) 960-8477  
 Other Contact Number: \_\_\_\_\_  
 Business License Number: 16607  
 Federal Tax I.D. Number: \_\_\_\_\_

**2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:**

- A. The Contractor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The City's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The term of this Agreement shall be as set forth in Exhibit "D" attached hereto and incorporated herein by this reference.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: **Terry Noriega, (President)**.
- F. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

- G. Contractor's Representative. Contractor hereby designates **Terry Noriega, (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 or her 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.
- H. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it 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. 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.
- I. 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 profession necessary to perform the services. Contractor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors 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.
- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Contractor is

not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage. 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, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.

- K. Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- L. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

The Contractor shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement

General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and

effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$500,000 per occurrence/ \$500,000 aggregate

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in the amounts established.

M. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by

the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

- N. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- O. (a) The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
- (b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- (c) 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 documents and other information within fifteen (15) days of the request.
- (d) 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, similar to those terminated.
- P. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.
- Q. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

- R. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- S. 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:**

Mariposa Landscapes Inc.  
6232 Santos Diaz Street  
Irwindale, CA 91702  
Attn: Terry Noriega, President

**City:**

City of Moreno Valley  
14177 Frederick Street  
P.O. Box 88005  
Moreno Valley, CA 92552  
Attn: Hoang Nguyen  
PW/Land Development Division

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.

- T. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- U. City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this project.
- V. Amendment: Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- W. 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.
- X. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- Y. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

Z. 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.

AA. Assignment or Transfer. Contractor shall 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 do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

BB Supplementary General Conditions (for projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

1. CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.

2. CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.

3. CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)

4. CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)

5. CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).

6. CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).

7. CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.

8. Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.

9. Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.

10. CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

11. CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.

12. CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)

13. CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

MARIPOSA LANDSCAPES INC.

BY: \_\_\_\_\_  
City Manager

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(President or Vice President)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Date

**INTERNAL USE ONLY**

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

## **EXHIBIT A – SCOPE OF WORK**

### **DETENTION BASIN MAINTENANCE**

#### **1. GENERAL PROVISIONS**

- a. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of flood control detention basins and appurtenant maintenance services or may be hereafter and as more particularly shown on the Project Location Map and Maps per Section 24.
- b. The Contractor shall have the duty to: inspect for sediment accumulation, debris (dead vegetation and trash), erosion, structural elements during wet weather and compare to as-built plans; clean debris; remove dead vegetation; spray herbicide; apply re-emergent; make adjustments or replacements as determined by annual wet weather inspections; provide general pest control services as requested, including but not limited to weeds, insects, and diseases.
- c. All work shall be performed in accordance with usual and customary flood control practices to achieve, and maintain structural soundness for the detention basins. City staff will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.
- d. The Contractor shall be responsible for carefully reviewing the site(s), and verifying each location of proposed work. The Contractor shall not be relieved of his or her liability under this Contract, nor the City, or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Specifications, and the actual conditions revealed during the examination of the locations of the proposed work.

#### **2. DETENTION BASIN APPURTENANCES / STORM DRAIN STRUCTURES**

##### **A. Basin Bottoms**

1. To ensure that the facilities function per design intent, the contractor shall perform the following operation and maintenance services:
  - Annually: Inspect for sediment accumulation. Keep records of all inspections and maintenance activities. Keep records of all costs for inspections, maintenance and repairs.

- Early spring, fall and after major storms: Inspect for erosion and for debris (dead vegetation and trash).
  - As needed: Clean debris; make adjustments or replacements as determined by annual wet weather inspections.
2. Machinery / equipment selected shall be operated in a manner that does not: damage or alter basin bottom or basin slope topography, or; damage or render inoperable basin bottom. Any damage to, or alteration of basin bottom or slope topography, or damage of basin bottom resulting from the Contractor's (or sub-contractor's) operations shall be repaired immediately at the Contractor's sole expense.
  3. Debris generated by operation shall be immediately removed from the sites, and disposed of and/or recycled in a legal manner.

#### B. Concrete Inlet and Outlet Overflow Structures

1. To ensure that the facilities function per design intent, the contractor shall perform the following operation and maintenance services:
  - Annually: Inspect for sediment accumulation. Keep records of all inspections and maintenance activities. Keep records of all costs for inspections, maintenance and repairs.
  - Early spring, fall and after major storms: Inspect for debris (dead vegetation and trash). Scrape basin bottom and remove accumulated silt and debris.
  - Annually-early spring: Remove dead vegetation and spray herbicide.
  - Annually-fall: Apply pre-emergent.
  - As needed: Clean debris; make adjustments or replacements as determined by annual wet weather inspections.
2. Machinery / equipment selected to perform cleanout operations shall be operated in a manner that does not alter drainage surfaces. Any damage to, or alteration of, channel surfaces resulting from the Contractor's (or subcontractor's) operations shall be repaired immediately at the Contractor's sole expense.
3. Debris generated by channel cleanout operations shall be immediately removed from the sites, and disposed of and/or recycled in a legal manner.

#### C. Detention Basin Inlets

1. To ensure that the facilities function per design intent, the Contractor shall perform the following operation and maintenance services:

- Annually: Inspect for sediment accumulation; inspect the structural elements during wet weather and compare to as-built plans. Keep records of all inspections and maintenance activities. Keep records of all costs for inspections, maintenance and repairs.
  - Annually-early spring, fall and after major storms: Inspect for erosion and debris (dead vegetation and trash).
  - Annually-early spring: Remove dead vegetation and spray herbicide.
  - Annually-fall: Apply pre-emergent.
  - As needed: Clean debris; make adjustments or replacements as determined by annual wet weather inspections.
2. Machinery / equipment selected to perform operations shall be operated in a manner that does not alter or damage structures. Any damage to, or alteration of, the structures resulting from the Contractor's (or subcontractor's) operations shall be repaired immediately at the Contractor's sole expense.
  3. Debris generated by operations shall be immediately removed from the sites, and disposed of and/or recycled in a legal manner.

#### D. Catch Basin Inlets and Sumps

1. To ensure that the facilities function per design intent, the Contractor shall perform the following operation and maintenance services:
  - Annually: Inspect for sediment accumulation. Keep records of all inspections and maintenance activities. Keep records of all costs for inspections, maintenance and repairs.
  - Annually-early spring, fall and after major storms: Inspect for debris (dead vegetation and trash).
  - As needed: Clean debris.
2. Machinery / equipment selected to perform operations shall be operated in a manner that does not alter or damage structures. Any damage to, or alteration of, the structures resulting from the Contractor's (or subcontractor's) operations shall be repaired immediately at the Contractor's sole expense.
3. Debris generated by operations shall be immediately removed from the sites and disposed of and/or recycle in a legal manner.

#### E. Detention Basin Side Slopes

1. To ensure that the facilities function per design intent, the contractor shall perform the following operation and maintenance services:

- Annually-early spring, fall and after major storms: Inspect for erosion and debris (dead vegetation and trash). Keep records of all inspections and maintenance activities. Keep records of all costs for inspections, maintenance and repairs.
  - As needed: Repair eroded areas/install erosion control measures.
  - As needed: Clean debris.
2. Machinery / equipment selected to perform operations shall be operated in a manner that does not alter or damage structures. Any damage to, or alteration of, the structures resulting from the Contractor's (or subcontractor's) operations shall be repaired immediately at the Contractor's sole expense.
  3. Debris generated by operations shall be immediately removed from the sites, and disposed of and/or recycled in a legal manner.

#### F. Storm Drain System

1. To ensure that the facilities function per design intent, the Contractor shall perform the following operation and maintenance services:
  - Annually: Inspect for sediment accumulation; inspect the structural elements during wet weather and compare to as-built plans. Keep records of all inspections and maintenance activities. Keep records of all costs for inspections, maintenance and repairs.
  - Annually-early spring, fall and after major storms: Inspect for debris (dead vegetation and trash).
  - As needed: Clean debris; make adjustments or replacements as determined by annual wet weather inspections.
2. Machinery / equipment selected to perform operations shall be operated in a manner that does not alter or damage structures. Any damage to, or alteration of, the structures resulting from the Contractor's (or subcontractor's) operations shall be repaired immediately at the Contractor's sole expense.
3. Debris generated by operations shall be immediately removed from the sites, and disposed of and/or recycled in a legal manner.

#### G. Access Road

1. To ensure that the facilities function per design intent, the Contractor shall perform the following operation and maintenance services:
  - Annually: Keep records of all inspections and maintenance activities. Keep records of all costs for inspections, maintenance and repairs.

- Annually-early spring, fall and after major storms: Inspect for debris (dead vegetation and trash) and for erosion.
  - Annually-early spring: Spray herbicide.
  - Annually-fall: Apply pre-emergent.
2. Machinery / equipment selected to perform operations shall be operated in a manner that does not alter or damage structures. Any damage to, or alteration of, the structures resulting from the Contractor's (or subcontractor's) operations shall be repaired immediately at the Contractor's sole expense.
  3. Debris generated by operations shall be immediately removed from the sites, and disposed of and/or recycled in a legal manner.

#### H. Perimeter Fencing and Access Gates.

1. To ensure that the facilities function per design intent, the Contractor shall perform the following operation and maintenance services:
  - Monthly: Inspect the perimeter fencing and access gates and maintain in operable condition as needed.
2. Machinery / equipment selected to perform operations shall be operated in a manner that does not alter or damage structures. Any damage to, or alteration of, the structures resulting from the Contractor's (or subcontractor's) operations shall be repaired immediately at the Contractor's sole expense.

### 3. PESTICIDE USE

#### A. General

1. The City of Moreno Valley encourages the use of effective alternative pest control measures.
2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or the Contractor is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this agreement.
3. All pesticide applications shall be applied as directed by City staff.
4. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this agreement.

5. Before the beginning of the agreement period, the Contractor shall supply to City staff a list of all proposed pesticides to be used, along with a use recommendation for each pesticide. No pesticide application shall be made prior to the Contractor's submittal and City staff's approval of said list, and recommendations. Any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to City staff for approval prior to any use of newly recommended material.
6. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. City staff may require proof of such compliance in the form of a copy of the Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by the Contractor to the County Waste Management Department.

#### B. Reporting Specifications

1. The Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. City staff may require copies of all such records and reports be made available for inspection by City staff after giving twenty-four (24) hour notice to the Contractor.
2. A written notice shall be provided to City staff five (5) working days prior to any pesticide application. Notice shall include name of chemical, area, rate and method of application, and time of day.

#### C. Ground Covers, Shrubs, and Trees Pesticide Usage Criteria

##### Weed Control

All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed per Exhibit D – Schedule II Work Schedules.

#### D. Insect and Disease Control

1. City staff may require certain tree species, which are subjected to excessively dusty conditions, be rinsed off with water, as directed by City field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Section 21.
2. City staff may require all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Section 21.
3. City staff may require all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant

spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Section 21.

4. City staff may require all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Section 21.
5. All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by City staff. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Section 21.

#### E. Vertebrate Pest Control

1. All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s).
2. Control methods shall be as approved by City staff and shall include, but not be limited to, chemical, and mechanical methods.
3. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from City staff may result in the assessment of non-performance penalties, per Section 23.

### 4. SCHEDULING OF WORK

- A. The Contractor will adhere to the facilities, equipment and monthly and annual work schedules submitted as a part of the Contractor's proposal, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the City as a basis for determining the Contractor's satisfactory performance.
- B. Revisions to facilities, equipment, or monthly and annual work schedules may not be implemented without the prior written approval of City staff. The Contractor is required to submit proposed revisions regarding facilities, equipment or monthly and annual work schedules in writing to the City at the address as set forth in the Agreement at least ten (10) working days prior to commencing work per the proposed revisions.
- C. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify City staff for Specialty type maintenance as set forth immediately hereinafter.
- D. The Contractor shall notify City staff in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations. Specialty type maintenance operations includes, but is not limited to:
  1. Slope Tracking;
  2. Application of pesticides by any method;
  3. Other operations so designated by City staff;

4. Pavement repair/erosion control installation.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations.

- E. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage the basins, the Contractor is required to submit an adjusted work schedule to City staff for approval, which will allow the Contractor to complete the areas affected and resume work in all areas in accordance with the approved service schedule.
- F. For the purposes of this agreement, "Working Days" are Mondays through Fridays, excluding holidays as provided herein. The hours of on-site maintenance service will be from 7:00 a.m. to 4:00 p.m., not including mobilization to or from work site, on those days maintenance is to be provided pursuant to the work schedule as approved by City staff. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval by City staff.

The following days have been designated as City holidays:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls on a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for City staff's approval.

## 5. FUNCTIONS AND RESPONSIBILITIES

- A. The Contractor shall on an ongoing basis maintain and submit complete reports that record all work performed by the Contractor (See Exhibit A – Scope of Work "Reporting Forms", Section 25) and at the intervals specified therein. Such

reports shall contain, but shall not be limited to Quarterly Greenwaste reports, Monthly reports, pesticide reports, and complaints.

- B. The monthly payment for the work so reported will not be authorized until such reports are received, and approved by City staff.
- C. City staff may require the Contractor to attend meetings with the City field staff at some fixed interval to review the Contractor's operations, and schedule future work as may be ordered by City staff.
- D. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in the Contractor's name.
- E. The Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from City staff or other authorized individuals or agencies as listed below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. The Contractor shall notify the Land Development Division at [ldstaff@moval.org](mailto:ldstaff@moval.org) within three (3) calendar days of any change of the name or contact information of the responsible person(s).
- F. During normal working hours, the Contractor's Supervisor or designated employee responsible for providing maintenance services to the City shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone.
- G. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided the Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for the Contractor's communication with the City is the minimum acceptable standard under this agreement.
- H. The Contractor shall respond to an emergency call from any of the parties listed herein this section no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time:
  - 1. City Manager/Assistant City Manager
  - 2. Public Works Director/City Engineer
  - 3. Police Department
  - 4. Fire Department
  - 5. Street Maintenance Supervisor
  - 6. Stormwater Program Manager
  - 7. Engineering Div Mgr/Asst City Engineer

- I. Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Section 21 below, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

## **6. COMPLAINTS**

- A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of City staff. If any complaint is not satisfactorily responded to within twenty-four (24) hours, City staff shall be notified immediately of the reason for not remedying the complaint followed by a written report to City staff within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of City staff, City staff may correct the specific complaint by using an alternative source. The total cost incurred by City staff to effect necessary remedies will be deducted from the payments owing to the Contractor from the City, per Section 22.
- B. The Contractor shall maintain a written record of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said record shall be submitted to City staff monthly, as part of the Monthly Report.
- C. In addition to the provisions included herein, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this agreement by the Contractor, the City may immediately, upon written notice to the Contractor, terminate this agreement.

## **7. CONTRACTOR'S STAFF**

- A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of City staff that they possess adequate technical background, and communication skills to perform the intended services. 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 City staff. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.
- B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.
- C. City staff may require the 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 interests of the City.

- D. The Contractor shall require each employee performing work under the agreement to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.
- E. Shirts shall be worn at all times, and shall be buttoned.
- F. The Contractor shall establish an identification system for the Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by City staff.

## **8. EMPLOYMENT OF APPRENTICES**

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this agreement if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

## **9. SAFETY**

- A. The Contractor agrees to perform all work as outlined in the provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including the Contractor's employees and subcontractors, agents of the City, District, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.
- B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by City staff, or any duly constituted public safety official.
- C. The Contractor's work area traffic control, including but not limited to, type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2014 Revision 4 (or most current revised version) California Supplement" Part 6 Temporary Traffic Control.

- D. The Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.
- E. The Contractor shall maintain all work sites free of hazards to persons or property resulting from the Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a record indicating date inspected, and action taken. Said record shall be submitted to City staff monthly as part of the Monthly Report. Any hazardous condition noted by the Contractor, which is not a result of the Contractor's operations, shall be immediately reported to City staff.
- F. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.
- G. The Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to City staff within five (5) working days following the occurrence.
- H. In addition to payment deduction or assessment of non-performance penalties, repeated failure to comply with the provisions of this section may result in termination of the agreement, per the terms of the Independent Contractor Agreement.

## **10. USE OF CHEMICALS**

- A. Before the beginning of the agreement period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Safety Data Sheet (SDS) of all chemicals proposed for use under this agreement, including but not limited to fertilizers and pesticides, for approval by City staff. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.
- B. City staff shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by City staff.
- C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.
- D. The Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly report, as set forth herein. This report shall include the date, time of day, location, type of material, method of application, and environmental data.

- E. The Contractor is free to use the most cost-effective pesticide available that has a California approved label and is used in compliance with this label. The City is sensitive to the need to use the least toxic material available that will be effective. In practice that may mean products that carry the CAUTION signal word would be the material of choice.

In the event the City opts to reduce the use of 'synthetic' pesticides in favor of alternative, naturally derived materials or methods, the Contractor will end the use of synthetic materials (e.g. glyphosate) and implement a supplemental weed control strategy. This WILL NOT replace the weed control component already in the bidder's base cost; this will be an additional cost added to the base work amount to cover additional labor and materials that will be needed in the event use of glyphosate or other synthetic materials were to be eliminated by the City.

#### **11. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT – REQUIRED URBAN RUNOFF MANAGEMENT TRAINING**

- A. The Contractor shall provide NPDES Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any.
- B. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2010-0033, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XV, for each day of which such failure occurs, and shall in addition, be a breach of the agreement with the City of Moreno Valley.
- C. The Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of agreement.
- D. By submitting a proposal, the Contractor certifies to the City that the Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the Proposal's amount to cover costs of such said training.

#### **12. RESTRICTED PESTICIDE MATERIALS PERMIT AND USE CONSENT**

- A. The City shall maintain in full force and effect throughout the entire term of the agreement a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of the Contractor's operations under this agreement.
- B. City staff must give consent in writing prior to application of any Category I pesticide Licenses and Permits.

### **13. LICENSES AND PERMITS**

The Contractor shall, without additional expense to the City, possess all federal, state, and local licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this agreement.

### **14. DEPARTMENT OF INDUSTRIAL REGULATIONS**

- A. California law provides that "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform work pursuant to Labor Code Section 1725.5." Please refer to "Contractor Registration" from <http://www.dir.ca.gov/Public-Works/PublicWorks.html> to register and obtain more information.
- B. The Contractor and all tiers of its subcontractors must be registered and maintain a current registration during the term of this agreement.
- C. Pursuant to the above law, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)]. Additionally, no contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.
- D. This project is also subject to compliance monitoring and enforcement by the Department of Industrial Relations. The City of Moreno Valley will not accept a proposal nor will it contract or subcontract without proof of the Contractor's or subcontractor's current registration to perform public works pursuant to Section 1725.5.
- E. The Contractor acknowledges and agrees to fully comply with the provisions of Section 1771, 1774 - 1776, 1777.5, 1813, 1815 and 1860 of the Labor Code

### **15. PAYROLL RECORDS**

- A. The Contractor, and any subcontractor thereunder, shall keep complete accurate payroll records for each workman employed by the Contractor/ subcontractor in connection with this agreement, as required by California Labor Code Section 1776.
- B. The Contractor, and any subcontractor thereunder, shall make available to the City upon its request certified payroll records for each workman employed in connection with this agreement as required by California Labor Code Section 1776.

- C. The City may withhold from the Contractor's progress payments the penal sum of twenty-five dollars (\$25.00) per calendar day (or portion thereof) for each worker employed in connection with this agreement should the Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

## **16. PREVAILING WAGE AND WORKERS' COMPENSATION**

- A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the City of Moreno Valley has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this agreement, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.
- B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the City of Moreno Valley, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached agreement, by the Contractor or by any subcontractor under the Contractor's direction and control, in violation of the provisions of said Labor Code.
- C. In accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees.

## **17. SUBSTITUTION OF SECURITIES**

- A. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under the agreement. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor.
- B. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon.
- C. The Contractor shall give the City written notice within thirty (30) days after the agreement is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow,

the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

## **18. CONTRACTOR'S LIABILITY**

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to the Contractor in connection with the performance under this agreement. Any and all restitution or repairs deemed necessary by City staff to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by City staff.

## **19. CONTRACTORS LICENSE**

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. The Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

## **20. CLAIM RESOLUTION PROCEDURES**

Section 9204 of the Public Contract Code sets forth the following requirements for claims submitted by a contractor on a public works project:

- A. A contractor must furnish "reasonable documentation to support the claim."
- B. Upon receipt of a claim, a public entity must "conduct a reasonable review" and provide a written statement to the Contractor within 45 days of receipt of the claim.
- C. For any undisputed portion of a claim, a public entity must make payment within 60 days of the public entity's issuance of the written statement.
- D. If the contractor disputes the public entity's written statement, or if the public entity fails to respond, the contractor may demand "an informal conference to meet and confer for settlement of the issues in dispute."
- E. The public entity must schedule the meet and confer conference within 30 days of the demand.
- F. Within 10 business days following the meet and confer conference, the public entity must provide a written statement identifying the portion of the claim that remains in dispute. Any payment due on an undisputed portion of the claim must be made within 60 days of the meet and confer conference.
- G. After the meet and confer conference, any disputed portion of the claim "shall be submitted to non-binding mediation."

- H. If mediation is unsuccessful, the parts of the claim that remain in dispute shall be subject to applicable procedures outside Section 9204 (statutory and contractual).
- I. Failure of a public entity to respond to a claim within the time periods described in Section 9204 "shall result in the claim being deemed rejected in its entirety."
- J. Amounts not paid in a timely manner shall bear interest at 7 percent per year.

## 21. ADDITIONAL WORK

- A. During the term of this Contract the City may, at its discretion, authorize the Contractor to perform certain work in addition to that set forth herein as Contractor's Scope of Work. Said Additional Work shall include: paragraph C. below ("Additional Basin Areas"), and Section 4, paragraph C., "Scheduling of Work".

If the City determines it to be in the City's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in Exhibit A – Schedule III "Additional Work Pricing", or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by City staff. Except as set forth in paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express authorization from the City.

- B. Notwithstanding the above requirement for prior authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the City may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the City for approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the City may, after reasonable attempt to notify the Contractor, cause such action to be taken by the City's work force.
- C. The Contractor shall maintain as Additional Work, at a unit price comparable to basin areas described herein, Additional Basin Areas that the City may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in Exhibit A – Schedule III "Additional Work Pricing", shall be prorated from the day the Contractor commences work on the additional areas.
- D. Except as specifically approved by subsequent action of the City Council, City staff may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of **\$54,155.00** for each contract year during the term of this Contract.

## **22. PAYMENT DEDUCTIONS**

The City may deduct payment to such extent as may be necessary to protect the City from loss due to:

- a. Work required in the General Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;
- b. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

## **23. NON-PERFORMANCE PENALTIES**

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the *Scope of Work/General Provisions*; submit notifications or reports required by the Contract, or *Scope of Work/General Provisions*, at the intervals and/or frequencies set forth therein, or; perform work required by the *General Provisions* at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the City. For each of the categories set forth hereinabove, the penal sum of \$100.00 per working day will be assessed for each working day the deficiencies remain uncorrected.

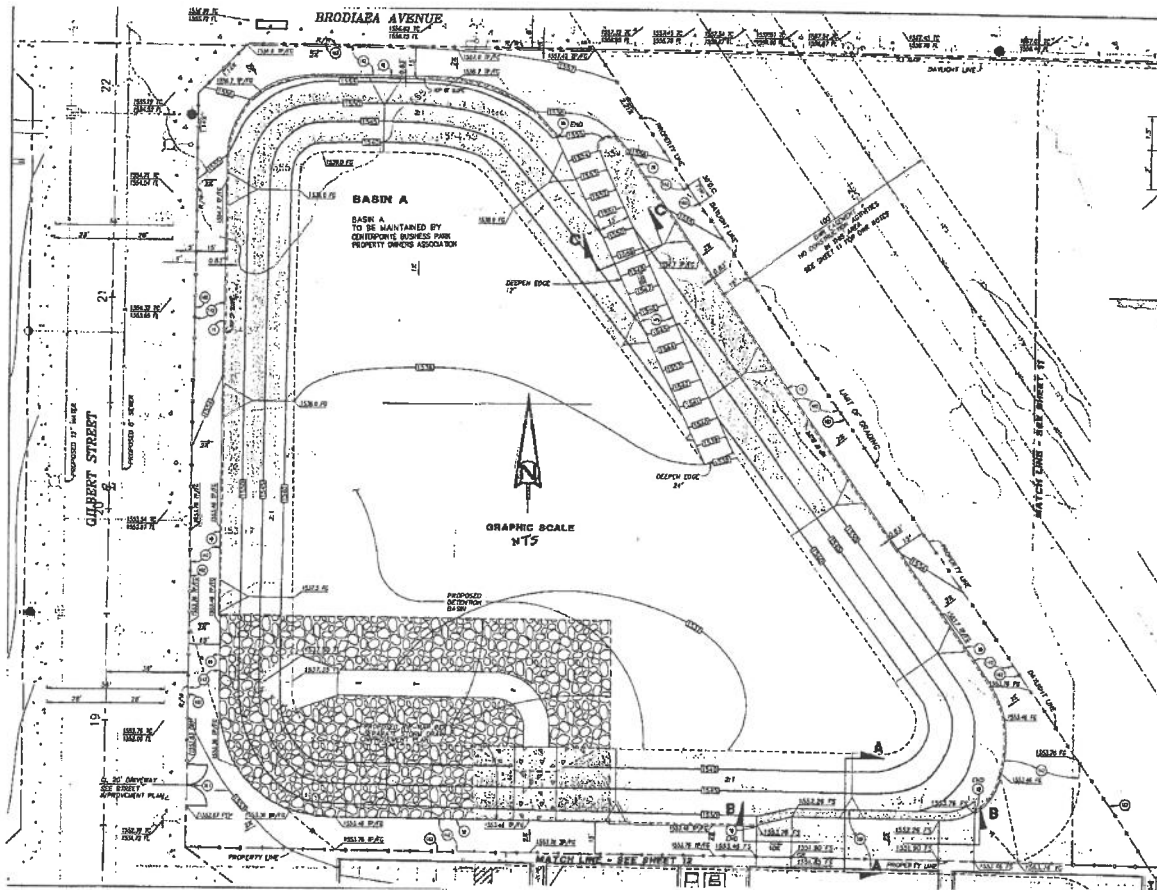
If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delay occasioned by the failure of the City, or of the owner of a utility to provide for the removal or relocation of utility facilities.

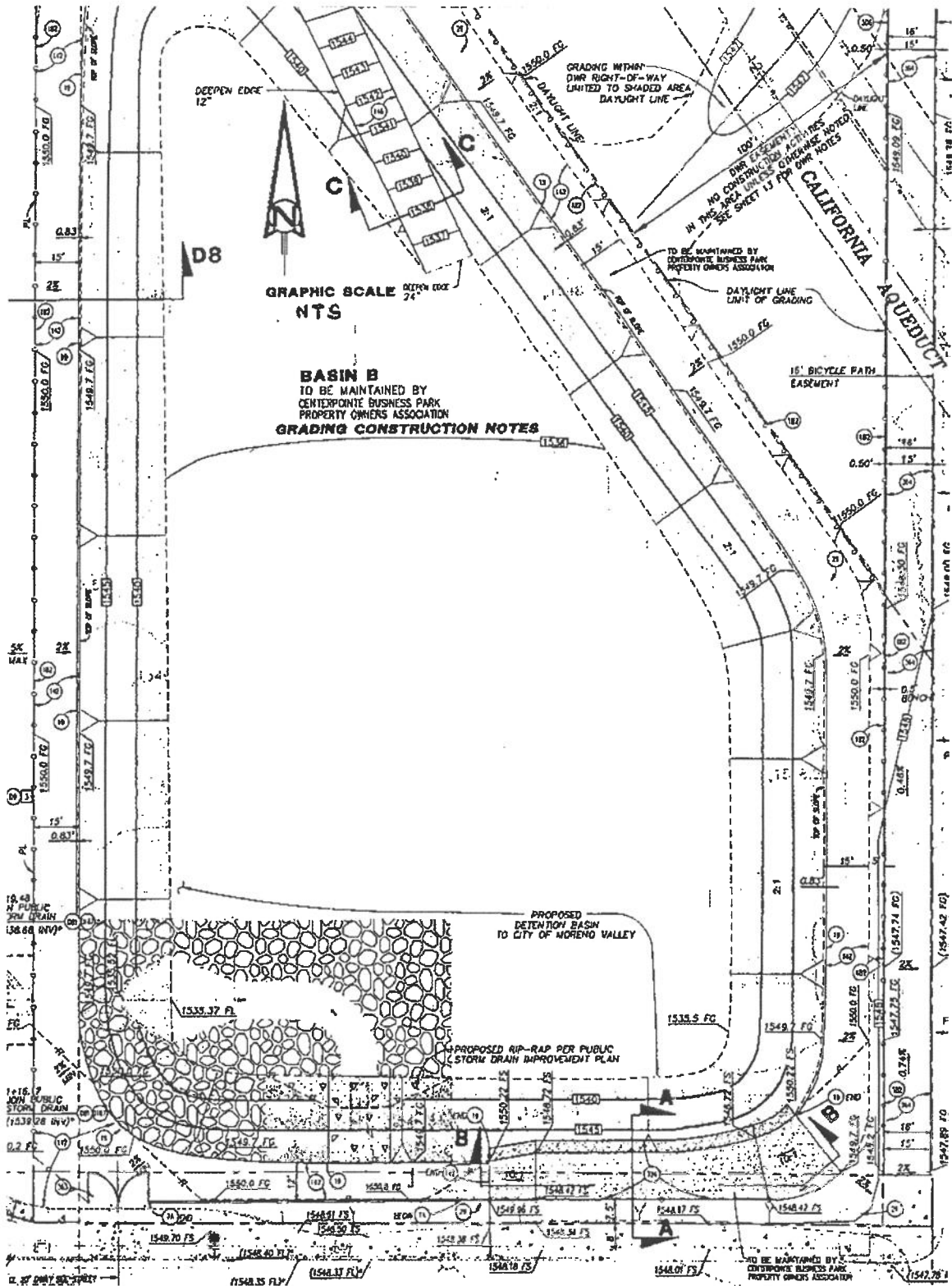
## 24. PROJECT LOCATION MAPS

# VICINITY MAP





Ridge Basin Lot A



Ridge Basin Lot B

## 25. REPORTING FORMS

- A. Monthly reports, at a minimum, shall document the work completed performed by the Contractor and shall include details specific to the dates, the specific locations, and corrective action taken, if any. Monthly reports shall be submitted to the City staff at [ldstaff@moval.org](mailto:ldstaff@moval.org) by the tenth day of each month, one (1) month in arrears.
- B. Greenwaste Recycling
1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.
  2. For the purposes of this agreement, materials defined as "greenwaste" shall include all plant parts (i.e. trimmings, prunings, grass clippings, etc.) removed from agreement sites by the Contractor, or any subcontractors thereunder, in the performance of agreement's Scope of Work.
  3. The Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated while performing the agreement's Scope of Work at a landscape material recycling center, or reuse said greenwaste in a lawful manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.
  4. The Contractor shall submit a Quarterly Greenwaste Report as set forth herein. The Contractor shall provide responses to all information requested therein and shall include, on a separate Quarterly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing work under Contractor's Scope of Work.
  5. Quarterly Greenwaste reports shall be submitted to the City staff at [ldstaff@moval.org](mailto:ldstaff@moval.org) by the tenth day of each quarter month, one (1) month in arrears.
- C. A Monthly Services report, at a minimum, shall document the work performed by the Contractor and shall contain detailed information as is described in the form attached hereto and any other relevant information about the Contractor's work to identified hazards, chemical use, and customer complaints. Said report shall be in a format acceptable to the Land Development Division. Monthly Services reports shall be submitted to the City staff at [ldstaff@moval.org](mailto:ldstaff@moval.org) by the tenth day of each month, one (1) month in arrears.
- D. Pesticide Use reports shall be completed and submitted in accordance with federal, state, and local law and consistent with the provisions herein.
- E. The Contractor shall refer to sections included herein and ensure additional reports, if necessary, are submitted to City staff, as appropriate and consistent with this agreement, and other agencies, as required by law, to ensure compliance with all federal, state, and local laws.

**Quarterly Greenwaste Report Form**  
City of Moreno Valley, Land Development Division  
[ldstaff@moval.org](mailto:ldstaff@moval.org) – Due: 10<sup>th</sup> day of each quarter,

**PROJECT NO. DB – PM 32326**

Month \_\_\_\_\_ Year \_\_\_\_\_

1. Source of greenwaste

DB-PM 32326

\_\_\_\_\_

2. Amount of greenwaste generated from above source (by weight)

Lbs.  
or  
tons

\_\_\_\_\_

3. Name, address, and phone number of recycling Facility accepting greenwaste

Company Name  
Address  
Phone Number

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight)

Lbs.  
or  
tons

\_\_\_\_\_

5. Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from above)

Contractor Name  
Address  
Phone Number

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Contractor Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

## Monthly Report Form

City of Moreno Valley, Land Development Division  
 Idstaff@moval.org – Due: 10<sup>th</sup> day of each month

	<b>Maintenance</b> <ul style="list-style-type: none"> <li>• Date(s)</li> <li>• Area</li> </ul> <b>Service Type</b> <ul style="list-style-type: none"> <li>• Mow/edge</li> <li>• Trim/prune-weed</li> <li>• Litter-irrigation</li> <li>Etc.</li> </ul>	<b>Pesticides</b> <ul style="list-style-type: none"> <li>• Date(s)</li> <li>• Product used</li> <li>• Amount used</li> <li>• Area</li> <li>• Target pest</li> </ul>	<b>Complaints</b> <ul style="list-style-type: none"> <li>• Date(s) received</li> <li>• Complaint/action</li> <li>• Date corrected</li> <li>• Corrective action</li> </ul>	<b>Hazards</b> <ul style="list-style-type: none"> <li>• Date(s) noted</li> <li>• Hazard type</li> <li>• Date City notified</li> <li>• Date corrected</li> <li>• Corrective action</li> </ul>
<b>WEEK 1</b>				
<b>WEEK 2</b>				
<b>WEEK 3</b>				
<b>WEEK 4</b>				
<b>WEEK 5</b>				

**Bid Results**

**Bidder Details**

**Vendor Name** Mariposa Landscapes, Inc.  
**Address** 6232 Santos Diaz Street  
 Irwindale, CA 91702  
 United States  
**Respondee** Brandon Park  
**Respondee Title** Estimator  
**Phone** 626-960-0196 Ext. 2725  
**Email** brandon.park@mariposa-ca.com  
**Vendor Type** MBE,CADIR  
**License #** 592268  
**CADIR** 1000005079

**Bid Detail**

**Bid Format** Electronic  
**Submitted** September 14, 2020 10:08:18 AM (Pacific)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 226214  
**Ranking** 0

**Respondee Comment**

**Buyer Comment**

**Attachments**

File Title	File Name	File Type
Bid Proposal RFP No 2020-016R	Bid Proposal RFP No 2020-016R.pdf	General Attachment
Bid Bond RFP No 2020-016R	Bid Bond RFP No 2020-016R.pdf	Bid Bond

**Line Items**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
	<b>Main Bid</b>					
1	Inspect for sediment accumulation, debris, erosion, structural elements and compare to as-built plans	Monthly	12	\$373.00	\$4,476.00	
2	Clean debris, remove dead vegetation	Monthly	12	\$1,119.00	\$13,428.00	
3	Spray herbicide & apply pre-emergent	Monthly	12	\$1,119.00	\$13,428.00	
4	Provide general pest control (weeds, insects, disease)	Monthly	12	\$1,119.00	\$13,428.00	
5	Videotape storm drain bleeder lines/remove sediment/debris as applicable	annual	1	\$5,000.00	\$5,000.00	allows 1 day per basin
				<b>Subtotal</b>	<b>\$49,760.00</b>	

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
	<b>Additional Work Price List #1</b>					
6	Additional Labor	man hour	1	\$40.00	\$40.00	
				<b>Subtotal</b>	<b>\$40.00</b>	
	<b>Additional Work Price List #2</b>					
7	Additional Supervision	man hour	1	\$65.00	\$65.00	
				<b>Subtotal</b>	<b>\$65.00</b>	
	<b>Additional Work Price List #3</b>					
8	Markup percentage of contractor's cost. All materials not specified to be supplied as part of the Contract as set forth in Exhibit A, including but not limited to, plant materials, chemicals, pesticides, and fertilizers.	percent	0	0	0	15 percent markup
				<b>Subtotal</b>	<b>0</b>	
	<b>As Needed Services #1</b>					
9	Basin side slope tracking	LS	1	0	0	Unable to bid lump sum. Slope tracking requirements are variable and methods should be determined by soils and civil engineers based on site conditions at time of repair."
				<b>Subtotal</b>	<b>0</b>	
	<b>As Needed Services #2</b>					
10	Remove sediment accumulation	CY	1	\$110.00	\$110.00	25 yard minimum
				<b>Subtotal</b>	<b>\$110.00</b>	
	<b>As Needed Services #3</b>					
11	Replace rip rap	TN	1	\$130.00	\$130.00	12 ton minimum
				<b>Subtotal</b>	<b>\$130.00</b>	
	<b>As Needed Services #4</b>					
12	Repair eroded areas/install erosion control	SF	1	0	0	Unable to bid lump sum. Repair methods, compaction requirements, testing requirements should be determined by soils and civil engineers based on site conditions at time of repair
				<b>Subtotal</b>	<b>0</b>	
	<b>As Needed Services #5</b>					
13	Make adjustments/replacements to the basin bottom/outlet or overflow control structures/SD system	LS	1	\$1,600.00	\$1,600.00	Allows 1 day

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
	<b>As Needed Services #6</b>			<b>Subtotal</b>	<b>\$1,600.00</b>	
14	Access Road repair (crack seal/repair edge of pavement deterioration at overflow spillway (Basin B)	LS	1	\$1,500.00	\$1,500.00	QTY unknown allowance provided
				<b>Subtotal</b>	<b>\$1,500.00</b>	
	<b>As Needed Services #7</b>					
15	Fence Repair	LF	1	\$950.00	\$950.00	for 10 ft section
				<b>Subtotal</b>	<b>\$950.00</b>	
				<b>Total</b>	<b>\$54,155.00</b>	

**Subcontractors**

Name & Address	Description	License Num	CADIR	Amount	Type
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## **EXHIBIT B - CITY RESPONSIBILITIES**

### **1. AGREEMENT SUPERVISION**

The Agreement shall be administered on behalf of the Public Works Director of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

The Director will decide all questions, which may 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.

### **2. RESTRICTED PESTICIDE MATERIALS/PERMIT/USE CONSENT**

- A. The City shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of the Contractor's operations under this Contract.
- B. City staff must give consent in writing prior to application of any Category I pesticide.

### **3. BASIN ACCESS**

City staff shall unlock the gates to the basins for the Contractor to access and perform duties per this contract. The Contractor shall notify City at least forty-eight (48) hours advanced notice.

## EXHIBIT C

### TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed **\$54,155.00** for each fiscal year, not to exceed **\$270,775.00 cumulatively** including the four (4) annual fiscal year extensions.
2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: <http://www.moval.org/biz-lic>.
3. The Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org)

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices may be submitted to the Land Development Division/Public Works Department at [hoangn@moval.org](mailto:hoangn@moval.org) or calls directed to (951) 413-3216.

3. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:  
[http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)
4. The minimum information required on all invoices is:
  - A. Vendor Name, Mailing Address, and Phone Number
  - B. Invoice Date

- C. Vendor Invoice Number
  - D. City-provided Reference Number (e.g. Project, Activity)
  - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
  7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
  8. Maintenance and Inspection. 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.

## EXHIBIT D - TERM OF CONTRACT

### TERM OF CONTRACT

- A. Following approval by all parties, the Contract will commence on effective date, and shall terminate June 30, 2021 (1) year thereafter.
- B. At the expiration of its term, and with the written concurrence of all parties, the Contract may be extended for up to four (4) annual fiscal years.
- C. Multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley. In the event that the City Council does not grant necessary funding appropriations and/or program approvals, the affected multi-year contract becomes null and void effective July 1 of the fiscal year for which such approvals have been *denied*.