

City of Moreno Valley

AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

This Agreement is made by and between the City of Moreno Valley and Moreno Valley Moreno Valley Community Services District, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92553, hereinafter referred to as the "City", and Mariposa Landscapes, Inc., a Corporation, with its principal place of business at 6232 Santos Diaz St., 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 landscape and irrigation 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 landscape and irrigation maintenance contracting services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the landscape and irrigation 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 St.
City, State, Zip:	Irwindale, CA 91702
Business Phone:	626-960-0196
Business License Number:	16607
Federal Tax I.D. Number:	95-4245898

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 from July 1, 2018 to June 30, 2023 and as provided in Exhibit “D” attached hereto and incorporated herein by this reference, unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Contractor’s requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor’s reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.
- E. The Contractor’s Proposal is provided in Exhibit “E” 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.

- 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, 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

X 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.

X 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.

X 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 St.
Irwindale, CA 91702
Attn: Terry Noriega, President

City:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Attn: Special Districts 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.

Moreno Valley Community Services District

Mariposa Landscapes, Inc.

By: [Signature]
Title: Thomas M. DeSantis, City Manager,
Acting in the capacity of District
Manager to the Moreno Valley
Community Services District

By: [Signature]
Title: (President or Vice President)

Date: 6.27.18

Date: 6/25/18

By: [Signature]
Title: Corporate Secretary or Assistant
Secretary

Date: 6/25/18

Affix Corporate Seal Below

INTERNAL USE ONLY

ATTEST:

City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

City Attorney
6-26
Date

RECOMMENDED FOR APPROVAL:

[Signature]
Department Head
(if contract exceeds 15,000)
6/27/18
Date



EXHIBIT A – SCOPE OF WORK

LANDSCAPE MAINTENANCE

1. GENERAL PROVISIONS

- A. The work to be performed under this agreement shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape, irrigation and appurtenant maintenance services within the boundaries of the various City landscape maintenance districts, zones, or City responsible landscape areas as determined in the resolutions or agreements of the City Council and/or Community Services District Board establishing said landscape maintenance, zones, or City responsible landscape areas and as said boundaries may have been heretofore or may be hereafter amended, and as more particularly shown on the Location Map or Maps included herein.
- B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, groundcover, and shrub areas designated hereunder; regularly maintain and prune those portions of trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this agreement; provide general pest control services as requested, including but not limited to weeds, insects, vertebrate pests, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning; complete and submit required reporting forms as provided herein or as may be added from time to time; and submit invoices in a timely manner and in detail by and for each landscape area to include specific reference to WQB ID, Median ID, Tract ID, LMD zone or CFD area for which work was completed.
- C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Public Works Director of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in the work scheduling.
- D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this agreement, nor shall the City be held liable for any loss sustained by the Contractor for any variance between conditions as referred to herein and the actual conditions revealed during the examination of the locations of the proposed work.

- E. All work shall be performed in accordance with the provisions of this agreement and in accordance with an approved service schedule, as approved by the Director. Service schedules may be modified with 30 days advance written notice by the City.
- F. Failure to adhere to comply with any provisions included herein may result in the assessment of non-performance penalties per Exhibit C.
- G. All equipment used in the performance of work under this agreement shall be compliant with the current regulations of the California Air Resources Board.

2. TURF CARE

- A. All turf areas shall be mowed, edged, and trimmed per the Frequency of Services Table, as set forth in Exhibit E, Schedule II. Should weather and/or site conditions preclude the normally scheduled frequency of this service during any month, or portion thereof, the maintenance schedule shall be modified at the discretion and approval of the Director.
- B. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the City.
- C. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.
- D. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.
- E. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (5%) chlorine bleach, and water solution prior to move-in to any other site.
- F. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.
- G. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.
- H. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

- I. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished with use of string trimmers.
- J. Whenever trees occur in turf areas, a six-inch (6") ring of grass shall be removed from around the trunks to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.
- K. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.
- L. Fertilization. See Fertilizer Use.
- M. Pest Control. See Pesticide Use.
- N. Aeration. All turf areas shall be aerated per the Frequency of Service Table, as set forth in Exhibit E, Schedule II, unless otherwise directed by the Director.
 - 1. Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch ($\frac{1}{2}$ "), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines; Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration.
 - 2. Any soil cores remaining on the turf surface two (2) week after treatment must be removed.
 - 3. Humus base fertilizer is to be applied directly following spring and fall aeration operations.
 - 4. Renovation/thatching and additional aeration operations are to be considered Additional Work, per Exhibit C.

3. TREE CARE

- A. All trees are to be maintained in a manner that will promote normal, healthy growth.
- B. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees greater than eighteen feet (18') in height is to be considered Additional Work, per Exhibit C.
- C. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with ANSI 300-2001, (or most current revision); safety requirements shall be per ANSI Z133-1994 (or most current revision) standards.
- D. The Contractor or any subcontractors working under Contractor's direction and control must observe all restrictions on the unauthorized take of migratory

birds, as set forth in the U.S. Fish and Wildlife Service Migratory Bird Treaty Act (MBTA), including but not limited to Sections 703-713 and the California Department of Fish and Game Code sections 3503, 3503.5, and 3513.

- E. Trees shall be pruned at any time to:
 - 1. Remove dead, diseased, or damaged branches.
 - 2. Remove unwanted encroachments into public and/or utility rights-of-way.
 - 3. Correct any condition which the Director has deemed to be hazardous.
- F. Portions of trees up to eighteen feet (18') in height shall:
 - 1. Be pruned to enable successful adaptation to their particular site situation.
 - 2. Have no more than one-third (1/3) of living branches removed annually.
 - 3. Be fertilized only as directed by the City field staff.
- G. Portions of trees over eighteen feet (18') in height shall:
 - 1. Be inspected annually.
 - 2. Pruned and/or trimmed as necessary to maintain proper site orientation.
 - 3. Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way.
 - 4. Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.
 - 5. Pruned to remove any impediment to the proper conveyance of nuisance and/or storm water flows through a water quality facility.
- H. Pruning tools shall:
 - 1. Be kept properly sharpened, and in proper working order.
 - 2. Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.
- I. The following practices shall not be allowed:
 - 1. Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping").
 - 2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.
 - 3. Use of pruning paint/pruning compound/wound dressing.
 - 4. Use of climbing spurs or gaffs.
- J. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

- K. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum City standard.
- L. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.
- M. Pest Control. See Pesticide Use.

4. SHRUB CARE

- A. All shrubs are to be maintained in a manner that will promote normal, healthy growth.
- B. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').
- C. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.
- D. Shrubs shall be pruned and/or trimmed per the Frequency of Service Table, as set forth in Exhibit E, Schedule II, unless otherwise directed by the Director, to:
 - 1. Remove dead, diseased, or damaged branches.
 - 2. Remove unwanted encroachments into public and/or utility rights-of-way.
 - 3. Correct any condition which the Director has deemed to be hazardous.
- E. Shrubs shall be pruned in a manner that will:
 - 1. Enable successful adaptation to their particular site situation.
 - 2. Follow the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise.
- F. Pruning tools must:
 - 1. Be kept properly sharpened, and in proper working order.
 - 2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

G. The following practices are not allowed:

1. Internodal cuts (e.g. "stubbing", "tipping", "topping"). Shearing (e.g. "boxing", "hedging", "balling", "poodling") will be done only when authorized by the Director on a site-specific basis.
2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.
3. Use of pruning paint/pruning compound/wound dressing.

H. Fertilization. See Fertilizer Use.

I. Pest Control. See Pesticide Use.

5. GROUND COVER CARE

A. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

B. For the purposes of these Technical Provisions, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed \pm one foot (1').

C. Ground covers shall be pruned/trimmed per the Frequency of Service Table, as set forth in Exhibit E, Schedule II, unless otherwise directed by the Director to:

1. Remove dead, diseased, or damaged branches/crowns.
2. Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments).
3. Remove any impediment to the proper conveyance of nuisance and/or storm water flows through a water quality facility.
4. Correct any condition which the Director has deemed to be hazardous.

D. Ground covers shall be pruned/trimmed/renovated:

1. To enable successful adaptation to their particular site situation,
2. In accordance with accepted practices for the particular species in question.

E. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order.
2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing operations at any site.

F. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

G. Fertilization. See Fertilizer Use.

H. Pest Control. See Pesticide Use.

6. CHANNEL AND HABITAT CARE

The channel thinning zones will be subject to long-term management practices for flood control work. The channel-thinning zones are comprised of the two 40-foot-wide thinning zones. Beyond the 40-foot channel-thinning zones, removal of native vegetation shall be allowed only to assure proper operation of slope buffer area irrigation systems, to perform permitted fire protection activities, and to eliminate any hazardous condition for public safety.

The Contractor or any subcontractors working under Contractor's direction and control must observe all restrictions on the unauthorized take of migratory birds, as set forth in the U.S. Fish and Wildlife Service Migratory Bird Treaty Act (MBTA), including but not limited to Sections 703-713 and the California Department of Fish and Game Code sections 3503, 3503.5, and 3513.

A. Vegetative Thinning

1. When vegetation and removal is deemed necessary by the City, and regulatory permits are in place to provide for adequate flood protection, the City shall determine if the work shall be accomplished by hand crews, mechanical equipment, or a combination of available resources. In reaching this determination, careful consideration shall be given to the mutual goal of minimizing negative impacts throughout the mitigation site and continuing to allow the drainage to function as a flood control channel designed to support 100-year flood flows.
2. The channel thinning zones will be maintained annually by mowing or removing vegetation above the existing soil level not to exceed two feet (24-inches) in height so that all channels will support 100-year flood flows.
3. For maintenance of channel the Contractor may use:
 - a. Four-wheel-drive all-terrain vehicle (ATV) type maintenance vehicles to haul personnel, equipment, trash, trimmings, weeds, and debris.
 - b. A 30-40 horsepower utility tractor with bucket and mower for mowing channel bottoms.
 - c. A skip-loader and/or backhoe as required to effect irrigation mainline repairs in areas accessible to this type of equipment.

B. Timing of Vegetative Thinning

1. The Contractor will perform maintenance services within the 40-foot wide thinning zones pursuant to existing City policies, guidelines, and regulations, and required regulatory permits, including but not limited to National Pollutant Discharge Elimination System (NPDES) permits, and community obligations to maintain flood carrying capacity within all

channels, as required under FEMA's LOMR, dated September 27, 2004, and required regulatory permits. The contractor shall conduct the annual vegetative thinning program within the 40-foot wide thinning zones, outside the bird nesting season and consistent with the U.S. Fish and Wildlife Service Migratory Bird Treaty Act (MBTA). If annual vegetative thinning must occur during the nesting season, this activity will be authorized if the vegetation to be thinned represents a threat to public safety and/or biological surveys confirming the absence of nesting birds occurs at this time as well.

C. Pesticide Use and Weeding

1. Use of herbicides, pesticides, rodenticides, biocides, fertilizers, or other agricultural chemicals or weed abatement activities shall be limited pursuant to existing City policies and guidelines, and/or as described herein.
2. The Contractor will conduct weed abatement on a quarterly basis including, but not limited to, the exotic plant species listed herein. Weeds shall be removed by hand, including the root, or controlled with an appropriate herbicide as determined by a licensed Pest Control Advisor (PCA). The use of herbicides for weed control within the channel shall be used for species such as Bermuda grass (*Cynodon dactylon*), giant reed (*Arundo donax*), bindweed (*Convolvulus arvensis*), and salt cedar (*Tamarix sp.*). Only pesticides approved for use within stream courses shall be authorized for use within all channel areas.
3. All weeds shall be removed from the mitigation site and/or controlled at all times.
4. Weeds are defined as "any plant species whose presence on a site is detrimental to the appearance of the site and the normal, healthy growth of plant materials intended for the site." All plants that constitute a public health or safety hazard shall also be considered weeds. Examples of weeds to be controlled include, but are not limited to:
 - d. Arundo/giant reed (*Arundo donax*);
 - e. Artichoke thistle/cardoon (*Cynara cardunculus*);
 - f. Australian saltbush (*Atriplex semibaccata*);
 - g. Bermuda grass (*Cynodon dactylon*);
 - h. Biennial mustard (*Hirschfeldia incana*);
 - i. Black mustard (*Brassica nigra*);
 - j. Broom species (*Cytisus spp.*);
 - k. Bull thistle (*Cirsium vulgare*);
 - l. Canary Island date palm (*Phoenix canariensis*);
 - m. Castor bean (*Ricinus communis*);

- n. Cootamundra wattle (*Acacia baileyana*);
- o. Fennel (*Foeniculum vulgare*);
- p. Filaree/Storcksbill (*Erodium* spp.);
- q. Foxtail chess (*Bromus madritensis*);
- r. Hottentot fig (*Carpobrotus edulis*);
- s. Italian ryegrass (*Lolium multiflorum*);
- t. Italian thistle (*Carduus pycnocephalus*);
- u. Ivy (*Hedera* spp.);
- v. Japanese honeysuckle (*Lonicera japonica*);
- w. Kikuyu grass (*Pennisetum clandestinum*);
- x. Pampas grass (*Cortaderia jubata*; *C. selloana*);
- y. Periwinkle (*Vinca major*);
- z. Peruvian pepper tree (*Schinus molle*);
- aa. Rabbitsfoot grass (*Polypogon monspeliensis*);
- bb. Red valerian (*Centranthus ruber*);
- cc. Ripgut brome (*Bromus diandrus*);
- dd. Russian thistle (*Salsola tragus*);
- ee. Slender oats (*Avena barbata*);
- ff. Soft chess (*Bromus hordeaceus*);
- gg. Tamarisk (*Tamarix ramosissima*, *T. parviflora*);
- hh. Tree tobacco (*Nicotiana glauca*);
- ii. Umbrella sedge (*Cyperus involucratus*);
- jj. Water bent grass (*Agrostis viridis*); and
- kk. Wild oat (*Avena fatua*).

D. Trash and Debris Removal

1. The mitigation site shall be kept free of trash and debris in perpetuity. Trash and debris removal shall occur in accordance with the Frequency of Services schedule (Exhibit E, Schedule II). If trash and debris removal is required during the bird-nesting season, this will be allowed pursuant to required regulatory permits, and/or in order to protect public safety. Care will be taken so that trash removal activities minimize or avoid impacts to existing native plants.

E. Access to Channel

1. Channel access may be attained via the access road adjacent to the Pedestrian Bridge at the western end of the channel or through the three gates located along Hastings Drive on the northern side of the channel. Pedestrian access shall be authorized for all maintenance or authorized personnel. Care shall be taken to avoid impacts to existing vegetation outside the channel-thinning zones.

F. Mulefat Scrub Area

1. Existing Mulefat Scrub areas must be left undisturbed.

7. OPEN SPACE AREA (PASEO) CARE

- A. All open space (paseo) areas shall be maintained in a condition free of unwanted plant species, as determined by the Director.
- B. Non-woody plants, such as grasses and annual forbs shall be trimmed to a height of twenty-four (24) inches or lower at a frequency of no less than one (1) time per year, as determined by the Director.
- C. Woody slope plantings shall be maintained in a manner that minimizes the accumulation of dead wood. This shall be accomplished by means of periodic trimming, pruning, and/or roguing, as determined by the Director.
- D. A band of bare soil, twenty-four (24) inches in width shall be maintained per the Frequency of Service Table wherever Open Space (Paseo) areas abut residential parcels.
- E. Newly planted and/or established tree and woody shrub plantings shall receive irrigation adequate to maintain soil moisture and plant vigor; in no case shall the interval between irrigations be greater than once per week. This work may require the use of a water tanker. Contractor shall be liable for replacement of any new or establishing plant materials lost due to Contractor's negligence, as determined by Director.
- F. Watering basins for newly planted and/or establishing tree and woody shrub plantings shall be continuously maintained and kept free of unwanted plant species until properly established, as determined by the Director.
- G. All areas damaged by erosion shall be immediately repaired to the originally intended condition and soil. Contractor shall be liable for the cost of repairing all erosion damage caused by Contractor's negligence.
- H. All areas damaged by rodent burrowings shall be immediately repaired to the originally intended condition and soil.

- I. All catch basins, drain lines, brow ditches, and lower slope swale areas shall at all times be kept clean and clear for proper drainage.
- J. Minimum flow channels shall be maintained in a manner that assures unimpeded flow of nuisance water per limits of design intent. This work may require periodic thinning/rouging of existing riparian plants, as determined by Director.

8. WATER QUALITY BASIN BOTTOM & FOREBAY / OUTLET STRUCTURE / SAND BED MAINTENANCE

A. Basin Bottom Vegetation

1. Water Quality Basin bottom vegetation shall be mowed / trimmed to a height of twelve inches (12") at least one (1) time annually, or as needed to ensure that the facilities function per design intent, per the frequency of service table, as set forth in Exhibit E, unless otherwise stated herein this section and/or as directed by the Director. Annual mowing / trimming operations shall be initiated no earlier than August 15, and concluded no later than October 1.
2. Machinery / equipment selected to perform mowing / trimming operations 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 or slope irrigation systems. Any damage to, or alteration of basin bottom or slope topography, or damage of basin bottom or slope irrigation systems resulting from Contractor's (or sub-contractor's) operations shall be repaired immediately at Contractor's sole expense.
3. Debris generated by mowing / trimming operations shall be immediately removed from the sites, and disposed of and/or recycled in a legal manner

B. Concrete and/or Earthen Forebays and Outlet Structures

1. Concrete / earthen forebays and outlet structures shall be cleaned of debris and vegetation at least two (2) times annually, or as needed to ensure that they function per design intent. Scheduled cleanout operations shall be conducted in the spring and fall of the year, no later than May 31 and October 1, respectively per the frequency of service table, as set forth in Exhibit E, unless otherwise stated herein this section and/or as directed by the Director.
2. Machinery / equipment selected to perform cleanout operations shall be operated in a manner that does not alter or damage channel surfaces. Any damage to, or alteration of, channel surfaces resulting from Contractor's (or sub-contractor's) operations shall be repaired immediately at 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. Sand Bed

1. Inspect semi-annually for standing water, sediment, trash, and debris; remove accumulated trash and debris from the sand bed, as necessary.
2. Scarify (rake) the top of sand bed to a depth of three (3) inches semi-annually.
3. When the Director determines that the sand bed does not drain within seventy-two (72) hours, Contractor shall remove the top three (3) inches of sand and replace with new sand to return the sand layer to the original depth.
4. When the Director determines that scarification or removal of the top three (3) inches of sand layer is no longer effective, Contractor shall remove and replace the entire sand filter layer.
5. Debris generated by sand bed maintenance operations, including but not limited to those described above, shall be immediately removed from the sites, and disposed of in a legal manner.

9. WEED CONTROL

- A. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.
- B. Weed control shall be addressed per the Frequency of Service Table, as set forth in Exhibit E, Schedule II unless otherwise stated herein and/or as directed by the Director.
- C. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.
- D. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.
- E. Chemical Weed Control. See Use of Chemicals.

10. IRRIGATION

- A. Irrigation shall be maintained and tested per the Frequency of Service Table, as set forth in Exhibit E, Schedule II, unless otherwise stated herein and/or as directed by the Director.
- B. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.
- C. It shall be the Contractor's duty to maintain all City irrigation systems in a manner that assures their full working capability at all times. Said maintenance shall include, but not be limited to: visual and operational inspections; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by City field staff.
- D. For the purposes of this section, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.
- E. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C.
- F. The Contractor shall furnish, at no cost to the City, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.
- G. Manually operated irrigation systems shall:
 - 1. Be operated only when Contractor's personnel are present on site.
 - 2. Be turned off during periods of rainfall or as directed by City field staff.
 - 3. Be inspected for, and repaired as necessary to ensure proper operation and coverage not less than at each time of operation.
 - 4. Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.
- H. Automatic irrigation systems shall:
 - 1. Be inspected for and repaired as necessary to ensure properly operation and coverage.
 - 2. Be turned off during periods of rainfall or as directed by City field staff.

3. Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.
- I. Parts/components used to effect irrigation system repairs shall be of the same manufacturer as those originally installed unless otherwise approved by the Director prior to repair operations.

11. DEBRIS AND LITTER

- A. Debris/litter control shall be provided per the Frequency of Service Table, as set forth in Exhibit E, Schedule II, unless otherwise stated herein and/or as directed by the Director.
- B. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this agreement, all debris generated by his or her performance of the work.
- C. Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/ windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by the Contractor before the close of business the working day following notification of this condition.
- D. All hardscape areas that include, but are not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.
- E. The Contractor shall dispose of all debris and litter off-site and in a legal manner.
- F. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices such as; televisions, computers and computer monitors; firearms, ammunition or other appliances. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until City staff arrives at the site.

12. FERTILIZER USE

- A. General.
 1. Fertilizer shall be used per the Frequency of Service Table, as set forth in Exhibit E, Schedule II, unless otherwise stated herein and/or as directed by the Director.

2. At the discretion and request of the Director, additional applications may be provided at the pricing terms listed in the Additional Work section of Exhibit E, Scheduled II.
3. Any granular fertilizer material deposited on adjacent hardscaping, including but not limited to sidewalks, gutters, pavement, concrete forebays, utility vaults, or the sand bed, shall be collected immediately and redistributed evenly across the targeted area or removed from the site and disposed of in a legal manner. In no circumstance shall fertilizer material be allowed to enter the site's storm drain system.
4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.
5. Written notification to Director must be provided five (5) working days prior to fertilizer application.
6. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said agreement and per Exhibit E, Schedule II. Any changes to said list shall be reported per Exhibit E, Schedule II.
7. Contractor shall comply with any federal, state, or local reporting requirements.

B. Turf Fertilization

1. A humus base fertilizer shall be applied to turf areas.
2. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I – Turf Fertilization				
			Rates per 1,000 sq. ft.	
Month	Number of Applications	Type of Fertilizer	Lbs. of Actual N	Lbs. of Fertilizer
February	1	22-0-6**	1	4.5 lbs.
June	1	22-5-5*	1.25	5.7 lbs.
October	1	22-5-5*	1.25	5.7 lbs.
*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See the following section on fertilizers.				
**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See the following sections, below, regarding fertilizers.				

3. Humus base fertilizers to be applied by drop spreader only.
4. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

C. Shrub and Ground Cover Fertilization

1. All shrubs and ground covers shall be fertilized in accordance with the standard fertilization guidelines identified in Table II below. However, the frequency of the application shall comply with the application frequency

rates as identified in the Frequency of Service Table, as set forth in Exhibit E, Schedule II.

TABLE II – Shrub and Ground Cover Fertilization				
			Rates per 1,000 sq. ft.	
Month	Number of Apps	Type of Fertilizer	Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs.
September	1	23-5-10 *	1.5	6.5 lbs.

* 23-5-10/BEST@POLY SUPREME or approved equal

D. Tree Fertilization

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C.
2. All trees shall be fertilized as directed by City field staff. Fertilizer type and rates will be specified on a per job basis.
3. Fertilizer will be placed per manufacturer's recommendations, or as directed by City and/or District field staff.
4. No injecting or drilling into tree trunk will be allowed.
5. Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

13. PESTICIDE USE

A. General

1. The City of Moreno Valley and the Moreno Valley Community Services District 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 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 the Director.
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, Contractor shall supply to the Director 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 Contractor's submittal and Director's approval of said list,

and recommendations. Any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director 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. The Director may require proof of such compliance in the form of a copy of a Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.
7. Snail Control
 - a. Snails shall be controlled on a regular basis on the following plant species:
 - i. *Agapanthus africanus*
 - ii. *Aptenia sp.*
 - iii. *Gazania sp.*
 - iv. *Hemerocallis sp.*
 - b. Snails shall be controlled on an as needed basis on all other plant material.
8. Vertebrate Pest Control
 - a. 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).
 - b. Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods.
 - c. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C.
 - d. Landscape areas shall be inspected and treated as necessary a minimum of one (1) time per month unless otherwise noted in the Frequency of Services Table or as determined by the Director.

B. Reporting Specifications

1. 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. The Director 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 Contractor.

2. A written notice shall be provided to the Director 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
1. Weed Control
 - a. 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 the Frequency of Services Table, Exhibit E, Schedule II.
 2. Appropriate chemical control must be used on the following weeds.
 - a. Bermuda Grass
 - b. Kikuyu Grass
 - c. Nutsedge
 - d. Field Bindweed
 - e. Spurge
 - f. Any other species deemed necessary by the Director
- D. Insect and Disease Control
1. The Director 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 Exhibit C.
 2. The Director 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 Exhibit C.
 3. The Director 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 Exhibit C.
 4. The Director 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 Exhibit C.
 5. All other insect, disease, and fungus problems will be treated on a site-and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C.

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 the Director 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 the Director may result in the assessment of non-performance penalties, per Exhibit C.
4. Landscape areas shall be inspected and treated as necessary a minimum of one (1) time per month unless otherwise noted in the Frequency of Services Table or as determined by the Director.

F. Turf Pesticide Usage Criteria

1. Weed Control

- a. When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C.
- b. All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C.
- c. Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C.

2. Insect and Disease Control

- a. All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C.
- b. All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C.
- c. 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). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by

the Director, may result in the assessment of non-performance penalties, per Exhibit C.

14. 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 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 the Director. 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 the Director for Specialty type maintenance as set forth immediately hereinafter.
- D. The Contractor shall notify the Director 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. Fertilization;
 - 2. Turf Aeration;
 - 3. Application of pesticides by any method;
 - 4. Other operations so designated by the Director.

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 landscaping, the Contractor is required to adjust his work force to accomplish those work items not affected by weather, and will contact the City field staff to inform them of said alternate work assignments.
- 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 the Director. 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 of the Director.

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 the Director's approval.

15. FUNCTIONS AND RESPONSIBILITIES

- A. For award of the agreement to a Contractor who has not performed landscape and irrigation maintenance services for the site(s) as identified within this agreement for the prior year's contracting term, the Director and Contractor shall conduct an inspection of all sites covered under this agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to the City Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this agreement.
- B. The Contractor shall on an ongoing basis maintain and submit complete reports that record all work performed by the Contractor (See Reporting Forms) and at the intervals specified therein. Such reports shall contain, but shall not be limited to Weekly Irrigation reports, Monthly Greenwaste reports, Monthly Landscape Services reports, pesticide reports, and complaints.
- C. The monthly payment for the work so reported will not be authorized until such reports are received, and approved by the Director.
- D. The Director 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 the Director.

- E. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's name.
- F. 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 the Director 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. Contractor shall notify the Director at specialdistricts@moval.org within three (3) calendar days of any change of the name or contact information of the responsible person(s).
- G. 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.
- H. 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 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 Contractor's communication with the City is the minimum acceptable standard under this agreement.
- I. 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	5. Special Districts Division Manager
2. Public Works Director	6. Street Maintenance Supervisor
3. Police Department	7. Landscape Services Supervisor
4. Fire Department	8. Landscape Services Inspector
- J. Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

16. 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 the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the

complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the City, per Exhibit C.

- 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 the Director monthly, as part of the Monthly Landscape Services 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 Contractor, the City may immediately, upon written notice to the Contractor, terminate this agreement.

17. 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 the Director 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 the Director. 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. The Director 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. Approved safety vests shall be worn by Contractor's employees when working on parkway medians,

monuments, parkways, and other high traffic-hazard areas as determined by the Director.

- F. The Contractor shall establish an identification system for 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 the Director.

18. EMPLOYMENT OF APPRENTICES

- A. 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.

19. 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 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 the Director, or any duly constituted public safety official.
- C. 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, 2012 (or most current revised version) California Supplement" Part 6 Temporary Traffic Control.
- D. 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 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 the Director monthly as part of the Monthly Landscape Services Report. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.
- 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 the Director 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.

20. 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 Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this agreement, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.
- B. Director 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 the Director.
- 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. Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly Landscape Services 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 – **Alternative Bid Item.**

21. 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. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the agreement with the City of Moreno Valley and/or the City of Moreno Valley Community Services District ("City").
- C. 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 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.

22. 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 Contractor's operations under this agreement.
- B. Director must give consent in writing prior to application of any Category I pesticide Licenses and Permits

23. LICENSES AND PERMITS

- A. 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.

24. 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. 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 or subcontractor's current registration to perform public works pursuant to Section 1725.5.
- E. 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

25. PAYROLL RECORDS

- A. The Contractor, and any subcontractor thereunder, shall keep complete accurate payroll records for each workman employed by 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 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 Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

26. 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 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.

27. BONDS

- A. Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this agreement, three (3) good, and sufficient surety bonds, to wit:
 - 1. A "Bid Bond" in the amount of ten percent (10%) of the proposed bid price, which shall guarantee the compliance with the bid contract and ensure the contractor will enter into the contract if it is awarded, and;
 - 2. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the agreement price, which shall guarantee the faithful performance of all work, and;
 - 3. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the agreement price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

- B. If the successful bidder neglects or refuses to enter into the agreement, or to provide the supplies, materials or equipment according to specifications within the required time, then the amount of the bidder's security shall be declared forfeited to the city. Amounts collected shall be paid into the appropriate fund. All bonds forfeited shall be prosecuted and the amount thereof collected and paid into such fund.
- C. All bids not submitted with the requested bidder's security shall be rejected. Unsuccessful bidders shall be entitled to the return of security when such has been requested.
- D. Surety Bonds shall be made payable to the City and in one of the following forms:
 - 1. Certified or cashier's check;
 - 2. Bidders bond made payable to the City. Bond to be executed by a corporate surety authorized to engage in such business in California, and listed in the U.S. Department of Treasury's listing of approved sureties;
 - 3. Cash (U.S. funds only). (Ord. 844 § 2, 2012)

28. 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.

29. CONTRACTOR'S LIABILITY

- A. 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 the Director 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 the Director.

30. CONTRACTORS LICENSE

- A. Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. 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.

31. CLAIM RESOLUTION PROCEDURES

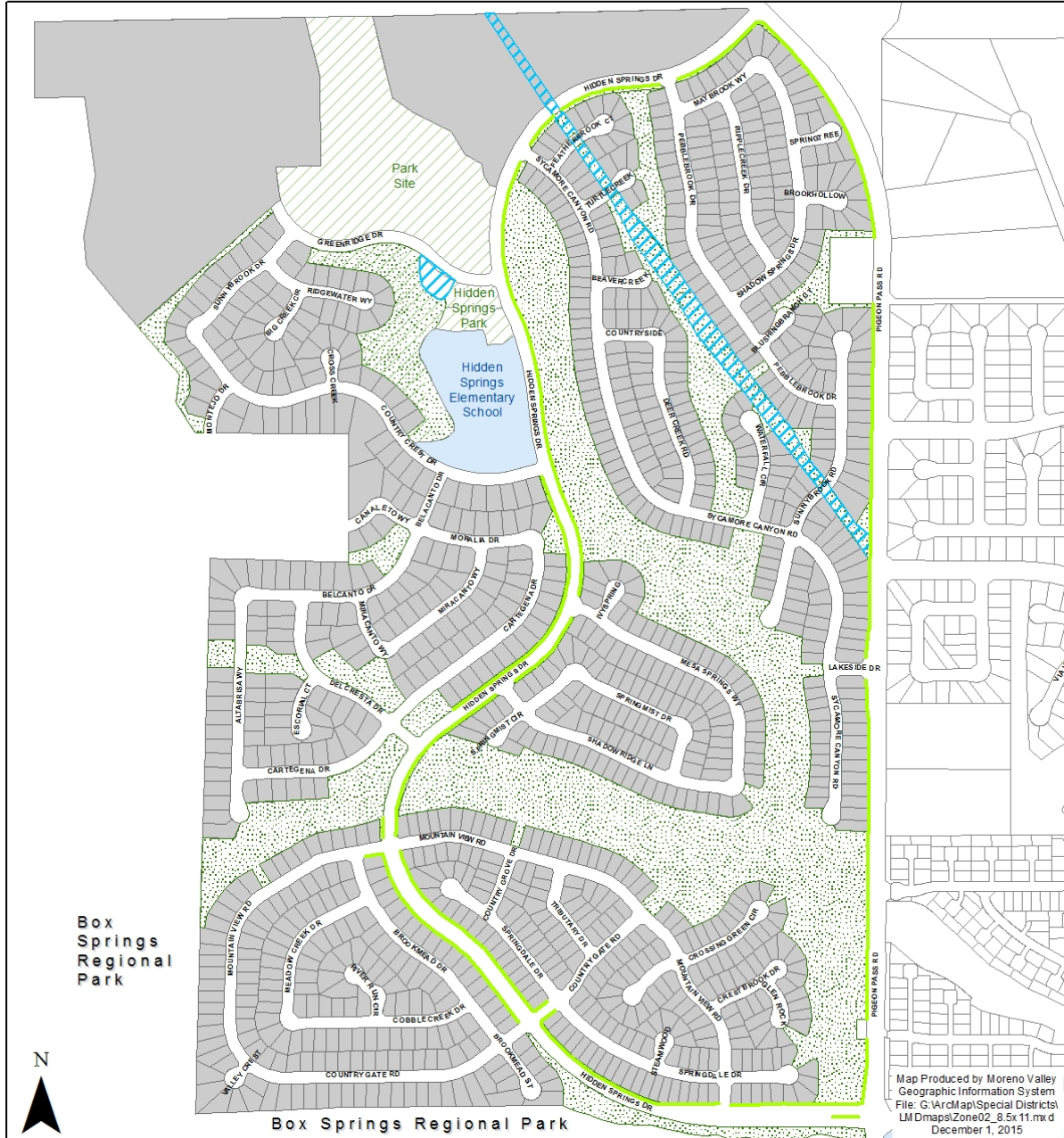
Section 9204 of the Public Contract Code sets forth the following requirements for claims submitted by a contractor on a public works project:

- 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.

32. PROJECT LOCATION MAP

Moreno Valley Community Services District Landscape Maintenance District No. 2014-02

Zone 02 (Hidden Springs)



The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recycled or resold.

-  Landscaped Parkway
-  EMWD/SCE Easement
-  Landscaped Open Space
-  Zone 02 Properties



33. REPORTING FORMS

- A. Weekly Irrigation reports, at a minimum, shall document the irrigation inspections (to include testing and repairs) performed by the Contractor and shall include details specific to the dates, the specific locations, and corrective action taken, if any. Weekly Irrigation reports shall be submitted to the Director at specialdistricts@moval.org by the second workday of the week, one (1) week 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. 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 Monthly Greenwaste Report as set forth herein. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing work under Contractor’s Scope of Work.
 5. Monthly Greenwaste reports shall be submitted to the Director at specialdistricts@moval.org by the tenth day of each month, one (1) month in arrears.
- C. A Monthly Landscape 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 Director. Monthly Landscape Services reports shall be submitted to the Director at specialdistricts@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. Contractor shall refer to sections included herein and ensure additional reports, if necessary, are submitted to the Director, as appropriate and consistent with this

agreement, and other agencies, as required by law, to ensure compliance with all federal, state, and local laws.

Weekly Irrigation Report Form

City of Moreno Valley, Special Districts Division
specialdistricts@moval.org – Due: 2nd workday of week, 1 week in arrears

PROJECT NO. _____

MONTH OF _____, 20____

	Location <ul style="list-style-type: none"> • Controller Number • Tract Number • Zone or Area 	Date(s) Checked	Problem(s) Identified	Corrective Actions <ul style="list-style-type: none"> • Date corrected • Corrective action details 	Hazards <ul style="list-style-type: none"> • Date(s) noted • Area • Hazard type • Date City notified • Date corrected
WEEK 1					
WEEK 2					
WEEK 3					
WEEK 4					
WEEK 5					

Monthly Greenwaste Report Form

City of Moreno Valley, Special Districts Division
specialdistricts@moval.org – Due: 10th day of each month, 1 month in arrears

PROJECT NO. 2017-027

Month _____ **Year** _____

1. Source of greenwaste

Location _____

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

Lbs.
or
tons

3. Name, address, and phone number of recycle Contractor accepting greenwaste

Contractor 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 Contractor supplying greenwaste-source products to Project (if different from above)

Contractor Name _____

Address _____

Phone Number _____

6. Number of times turf mowed this month _____

7. Number of times turf mowed without clippings caught _____

Contractor Name: _____

Address: _____

Phone Number: _____

Monthly Landscape Services Report Form

City of Moreno Valley, Special Districts Division
specialdistricts@moval.org – Due: 10th day of each month, 1 month in arrears

PROJECT NO. _____ MONTH OF _____, 20____

	Location <ul style="list-style-type: none"> • Controller Number • Tract Number • Zone or Area 	Maintenance <ul style="list-style-type: none"> • Date(s) • Area Service Type <ul style="list-style-type: none"> • Mow/edge • Trim/prune-weed • Litter-irrigation • Etc. 	Fertilizer <ul style="list-style-type: none"> • Date(s) • Area • Product/analysis • Amount/area • Crop 	Pesticides <ul style="list-style-type: none"> • Date(s) • Product used • Amount used • Area • Target pest 	Complaints <ul style="list-style-type: none"> • Date(s) received • Area/location • Complaint/action • Date corrected • Corrective action 	Hazards <ul style="list-style-type: none"> • Date(s) noted • Area • Hazard type • MVCSD notified • Date City notified • Date corrected • Corrective action
WEEK 1						
WEEK 2						
WEEK 3						
WEEK 4						
WEEK 5						

EXHIBIT B - CITY RESPONSIBILITIES

RFP NO. 2018-014

LANDSCAPE MAINTENANCE – ZONE 02
Maintenance of Parkway, Median, and Open space
Landscaping and Irrigation

1. AGREEMENT SUPERVISION

The Agreement shall be administered on behalf of the Financial and Management Services 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. IRRIGATION CONTROLLER SYSTEMS

The City shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by City field staff.

3. UTILITIES

It shall be the City's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications) and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The City will pay the water, electricity, and communications costs used in the sites covered by this Agreement. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. 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 Contractor's operations under this Contract.
- B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C - PAYMENT TERMS

RFP NO. 2018-014

LANDSCAPE MAINTENANCE – ZONE 02 Maintenance of Parkway, Median, and Open space Landscaping and Irrigation

1. CONTRACTORS COMPENSATION

- A. The Contractor's compensation shall not exceed \$1,334,200.00.
- B. Except where additional compensation is specifically provided for in this Agreement, the City will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Agreement for fiscal year 2018/19 the total amount of Two Hundred Thirty-Six Thousand and 00/100 Dollars (\$236,000.00) per month, one (1) month in arrears, on the last day of the month. The total Agreement amount for twelve (12) months shall not exceed Nine Thousand, Four Hundred Twenty-Eight and 00/100 Dollars (\$9,428.00), except as provided for herein Exhibit C, Section 2 below.
- C. 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/do_biz/biz-license.shtml
- D. The Contractor will electronically submit an invoice to be paid monthly per site based upon successful performance of the maintenance services provided in accordance with an approved service schedule for each area/site and in compliance with the terms and provisions of this Agreement. By the tenth of each month the Contractor shall submit to the Director detailed reports of the following:
 - a. Maintenance performed, which must include the location, area or site of such maintenance.
 - b. Greenwaste.
 - c. Complaints received.
 - d. Hazards noted.
 - e. Chemicals used in the prior month.
 - f. Invoice for service, which lists in detail the site, service performed and cost in accordance with the Agreement price, which shall become the basis for payment.

No payment(s) shall be made until the reports, listed herein, have been submitted and approved. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due shall be final.

- E. The Contractor will submit all invoices electronically to Accounts Payable staff at accountspayable@moval.org. Accounts Payable questions can be directed to 951.413.3073.

The Contractor will electronically submit copies of invoices and reports to the Special Districts Division at specialdistricts@moval.org. Calls may also be directed to the Special Districts Division at 951.413.3480.

- F. 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

- G. 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, Median ID, Tract ID/#, etc.)
 - e. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of an Agreement amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
- H. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
- I. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
- J. 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.

2. ADDITIONAL WORK

- A. During the term of this Agreement the City may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Exhibit E, herein, in addition to the work set forth in Exhibit A.
- B. 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.
- C. Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in Exhibit E or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the City.
- D. Notwithstanding the above requirement for prior written 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. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the City for written 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.
- E. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the City may add to this Agreement. In the event that notification is made, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in Exhibit E shall be prorated from the day the Contractor commences work on the additional areas.
- F. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E. For the purposes of this Agreement, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers, sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: a) normal "wear and tear", and b) vandalism or theft (which includes acts or omissions by third parties).
- G. Except as specifically approved by subsequent action of the City Council and/or District Board of Directors, the Director may not authorize Additional Work in excess of One Hundred Twenty-Two Thousand, Eight Hundred Sixty-Four and 00/100 Dollars (\$122,864.00) for fiscal year 2018/19.

3. 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 or Technical Provisions which is: not performed, not performed to the standards set forth therein, 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.

4. NON-PERFORMANCE PENALTIES

- A. 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 General Provisions; submit notifications or reports required by the Agreement, or General Provisions at the intervals and/or frequencies set forth therein, or; perform work as 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 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.
- B. If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, facsimile transmission, letter, or by telephone.
- C. The Contractor will not be assessed non-performance penalties for delays caused by the City or by the owner of a utility to provide for the removal or relocation of utility facilities.
- D. Excessive Utility Usage. Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the City to allow for explanations.

5. COMPENSATION DETAIL

FY 2018/19 Landscape Maintenance Service Schedule						
Service Area	Base Work ¹				Additional Work ²	Total
	Service Level	Est. Sq Ft.	Monthly Cost	Annual Cost		
Zone 02 Parkways & Median	Level 1	265,280	\$ 5,508.00	\$ 66,096.00	\$ 122,864.00	\$ 236,000.00
Zone 02 Paseos	Level 1	3,308,892	\$ 3,920.00	\$ 47,040.00		
Subtotal		3,574,172	\$ 9,428.00	\$ 113,136.00	\$ 122,864.00	\$ 236,000.00
<p>¹ Base Work is routine maintenance at a regular frequency (i.e. service level). Parkway & Median - Level 1 = 4 week rotation; Level 2 = 8 week rotation; Level 3 = 12 week rotation. See Exhibit E, Schedule II - Frequency of Services Table for additional information.</p> <p>Paseos - Divided into 6 maintenance areas. Each area receives shrub trimming, trail and fence clearing, and clearance of a 24' width of open space abutting residential parcels.</p> <p>Level 1 = Monthly (1 maintenance area per month, 6 month rotation) + 1 annual weed abatement Level 2 = Every Other Month (1 maintenance area every other month, 12 month rotation) + 1 annual weed abatement Level 3 = Quarterly (1 maintenance area every quarter, 18 month rotation) + 1 annual weed abatement Level 4 = Annually (annual clearance of 24' width only, no shrub trimming or trail/fence clearing)</p> <p>² Additional Work is for unanticipated/emergency work and reinvestments. The amounts are based on an area's financial resources to support work beyond routine maintenance, may vary in any given year and are contingent upon budget approvals.</p>						

6. PREVAILING WAGE DETERMINATION

- A. Based on information available at time of RFP issuance. See tables on following pages.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

(APPLIES ONLY TO ROUTINE LANDSCAPE MAINTENANCE WORK NOT NEW LANDSCAPE CONSTRUCTION)¹

DETERMINATION: SC-LML-2017-1

ISSUE DATE: February 22, 2017

EXPIRATION DATE OF DETERMINATION: March 31, 2017* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:	Employer Payments						Straight-Time		Overtime
	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	\$10.50	-	-	^a 0.115	0.17	-	8	^b 10.785	^b 16.035
Inyo, Mono and San Bernardino	10.50	-	-	0.30	0.17	-	8	10.97	16.22
Kern	10.50	-	-	^c 0.16	0.17	-	8	^b 10.83	^b 16.08
	10.50	-	-	^d 0.27	0.46	-	8	^b 11.23	^b 16.48
Los Angeles	10.50	0.89	-	^e 0.115	0.14	-	8	^b 11.645	^b 16.895
Orange	10.50	-	-	^f 0.11	0.11	-	8	^b 10.72	^b 15.97
Riverside	10.50	-	-	^g 0.20	0.16	-	8	^b 10.86	^b 16.11
San Diego	10.50	-	-	0.22	0.115	-	8	10.835	16.085
	10.50	-	-	0.24	0.12	-	8	10.86	16.11
San Luis Obispo	10.50	-	-	^h 0.15	0.15	-	8	10.80	16.05
	10.50	-	-	ⁱ 0.16	0.16	-	8	10.82	16.07
Santa Barbara	10.50	-	-	^j 0.12	0.12	-	8	^b 10.74	^b 15.99
	10.50	-	-	^k 0.13	0.13	-	8	^b 10.76	^b 16.01
Ventura	10.50	-	-	0.115	0.16	-	8	10.775	16.025
	10.50	2.97	-	^l 0.19	0.26	-	8	^b 13.92	^b 19.17

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

- ^a \$0.22 after 3 years of service.
- ^b Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
- ^c \$0.31 after 2 years of service.
- ^d \$0.54 after 2 years of service; \$0.81 after 3 years of service.
- ^e \$0.24 after 3 years of service; \$0.37 after 7 years of service.
- ^f \$0.22 after 4 years of service.
- ^g \$0.40 after 3 years of service.
- ^h \$0.23 after 2 years of service.
- ⁱ \$0.27 after 2 years of service.
- ^j \$0.38 after 3 years of service.
- ^k \$0.29 after 2 years of service.
- ^l \$0.31 after 2 years of service.

¹ This determination does not apply to work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period). The following is a description of the landscape work cover under this determination:

- ROUTINE* – mowing, watering, pruning, trimming, weeding, spraying, occasional planting and replacement of plants and janitorial work incidental to such landscape maintenance.
- COMPLEX* – servicing of irrigation and sprinkler systems, repairing of equipment use in such landscape maintenance.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LANDSCAPE/IRRIGATION LABORER/TENDER

DETERMINATION: SC-102-X-14-2017-2
ISSUE DATE: August 22, 2017

EXPIRATION DATE OF DETERMINATION: July 31, 2018* Effective until superseded by a new determination issued by the Director of Industrial Relations.
Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura counties.

CLASSIFICATION (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily ^b 1 1/2X	Saturday ^b 1 1/2X	Sunday/ Holiday 2X
	Landscape/Irrigation Laborer	\$31.38	\$7.12	\$7.53	\$4.59 ^a	\$0.69	\$0.48	8	\$51.79	\$67.48	\$67.48
Landscape Hydro Seeder	\$32.48	\$7.12	\$7.53	\$4.59 ^a	\$0.69	\$0.48	8	\$52.89	\$69.13	\$69.13	\$85.37

DETERMINATION: SC-102-X-14-2017-2A
ISSUE DATE: August 22, 2017

EXPIRATION DATE OF DETERMINATION: July 31, 2018* Effective until superseded by a new determination issued by the Director of Industrial Relations.
Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura counties.

Landscape/Irrigation Tender ^c	\$14.21	\$2.25	\$1.00	\$1.27 ^a	--	\$0.21	8	\$18.94	\$26.045	\$26.045	\$33.15
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#Indicates an apprenticeable craft, the applicable apprentice determination for this journeyman determination is Landscape Irrigation Fitter. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' Website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount per hour worked for Supplemental Dues.

^b Rate applies to first 4 daily overtime hours and the first 12 hours on Saturday. All other time is paid at the Sunday and Holiday double-time rate.

^c The first employee on the jobsite shall be a Landscape/Irrigation Laborer; the second employee on the jobsite must be an Apprentice or a Landscape/Irrigation Laborer; and the third and fourth employees may be Tenders. The fifth employee on the jobsite shall be a Landscape/Irrigation Laborer; the sixth employee must be an Apprentice or a Landscape/Irrigation Laborer; and the seventh and eight employees may be Tenders. Thereafter, Tenders may be employed with Landscape/Irrigation Laborers in a 50/50 ratio on each jobsite. However, plant establishment may be performed exclusively by Landscape/Irrigation Tenders without the supervision of a Journeyman.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the Travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or Subsistence provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

EXHIBIT D - TERM OF CONTRACT

RFP NO. 2018-014

LANDSCAPE MAINTENANCE – ZONE 02 Maintenance of Parkway, Median, and Open space Landscaping and Irrigation

TERM OF CONTRACT

- A. Following approval by all parties, the Contract will commence on July 1, 2018, and shall terminate June 30, 2023 (5) years thereafter.
- B. At the end of each fiscal year, the Contract may be amended to fund services for the following fiscal year with the concurrence of all parties. Written notice of the City's intent to invoke this subsection of the Contract shall be given to the Contractor at least thirty (30) days prior to the end of each fiscal year of the Contract.
- C. In considering the option to amend the Contract, as set forth in paragraph B above, the City shall determine the following:
 - That the Contractor's performance during the preceding twelve months has been satisfactory, and
 - That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Riverside-San Bernardino-Ontario Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.
- D. At the expiration of its term, and with the concurrence of all parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the City's intent to invoke this subsection of the Contract shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.
- E. It should be noted that 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 and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the Moreno Valley Community Services District does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E – CONTRACTOR PROPOSAL



CITY OF MORENO VALLEY

COMMUNITY SERVICES DISTRICT

RFP NO. 2018-014

LANDSCAPE MAINTENANCE –ZONE 02

**Maintenance of Parkway, Median and Open Space
Landscaping and Irrigation**



EXHIBIT E – CONTRACTOR PROPOSAL SUBMITTAL CHECKLIST

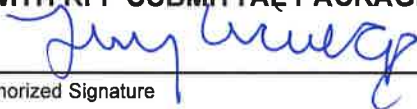
RFP NO. 2018-014

LANDSCAPE MAINTENANCE – ZONE 02
Maintenance of Parkway, Median, and Open Space
Landscaping and Irrigation

The following check list and associated documentation must be completed, signed and included for the RFP to be considered responsive:

INCLUDE THIS COMPLETED AND SIGNED LIST WITH RFP SUBMITTAL PACKAGE.

Mariposa Landscapes, Inc.
Company Name (Please print)


Authorized Signature

Joshua Cho
Name of RFP Preparer

(626) 960-0196
Preparer's Phone Number

joshua@mariposa-ca.com
Preparer's Email Address

SCHEDULE I – GENERAL INFORMATION – fillable form, print and return

- Vendor Information
- References
- Proposed Facilities, Equipment and Personnel
- Communications and Traffic Safety
- Greenwaste Recycling
- List of Subcontractors

SCHEDULE II – PROPOSAL SCHEDULES

- Frequency of Services Table – print, sign and return
- Proposed Compensation Schedules – PlanetBids form submission
- Proposed Additional Work Price List - PlanetBids form submission
- Work Schedules (Monthly, Annual, and Material) – fillable form, print and return

SCHEDULE III – FORMS – print, complete and return

- Proposal Affirmation
- Non-Collusion Affidavit
- Certificate of Non-Discrimination
- Affirmation of Proposal Guarantee
- Bid Bond
- Faithful Performance Bond
- Labor and Materials Bond

M A R I P O S A L A N D S C A P E S I N C

DIR

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
MARIPOSA LANDSCAPES, INC.	1000005079	LOS ANGELES	IRWINDALE	05/17/2017	06/30/2018

LICENSE



EXHIBIT E – CONTRACTOR PROPOSAL
SCHEDULE I – GENERAL INFORMATION

VENDOR INFORMATION

A. Company Name: Mariposa Landscapes Inc.

TYPE

- Sole proprietor
- Partnership
- Corporation

B. Company Physical Address
(Street) 6232 Santos Diaz St.

(City, State, Zip) Irwindale, CA 91702

C. Company Mailing Address
(Street) Same as above

(City, State, Zip) _____

D. Business Phone Number (626) 960-0196

E. Satellite Office Address (if applicable):
N/A

F. Satellite Office Phone Number N/A

G. Contractor's Licensing Information: 592268,C27,A, C61/D49
Landscaping, General Engineering

1. License number/Classification/Name Style: Contractor, Tree Service

2. Number of Years Operating Under the Above License Name Style: 40 yrs.

3. License Expiration Date: 04/30/2018

4. Current License Status: Active

5. Prior actions against this License? Yes No

6. If Yes, list the citation type and how it was resolved:
N/A

H. Company's Federal Identification No.: 95-4245898

I. Name and Title(s) of Company Officers:
Terry Noriega, President

Antonio Valenzuela, Secretary

- J. Department of Industrial Relations Registration No.: 1000005079
- K. Number of years the company has performed landscape maintenance services:
40 yrs
- L. Number of years the company has performed landscape maintenance services for public agencies: 35 yrs.
- M. Current Landscape Maintenance Operations

The City recognizes that the information provided in answer to this question is proprietary in nature and therefore the City will keep this information confidential to the extent permitted by law.

Total number of landscape maintenance contracts: 102

Percentage of total contracts with public agencies: 65%

Total dollar value of landscape maintenance contracts: \$17,500,000.00

N. Number of employees committed to landscape maintenance operations

Supervisors	Average wage scale	<u>\$ 71.00</u>
Technicians	Average wage scale	<u>\$ 51.00 /Hr.*</u>
Foremen	Average wage scale	<u>\$ 39.75 /Hr.*</u>
Laborers	Average wage scale	<u>\$ 34.50 /Hr.*</u>

*Use the fully burdened rate (i.e., taxes, insurance, benefits, OH &P).
This is a prevailing wage project.

O. Type/number of vehicles and power equipment committed to landscape maintenance operations:

Motor vehicles

Type <u>Dump Trucks & Roll Offs</u>	Number <u>13,2</u>
Type <u>Full size Trucks</u>	Number <u>123</u>
Type <u>Med Duty Trucks</u>	Number <u>2</u>
Type <u>Small Pick up Trucks</u>	Number <u>40</u>
Type <u>Sweeper</u>	Number <u>1</u>

Power Equipment

Type <u>Mowers: Ride-on; Walk behind</u>	Number <u>91;56</u>
Type <u>Backpack Blowers</u>	Number <u>118</u>
Type <u>Hedgetrimmers</u>	Number <u>126</u>
Type <u>String Trimmers</u>	Number <u>118</u>
Type <u>Edgers</u>	Number <u>72</u>
<u>Reel Mowers</u>	<u>5</u>
<u>Roll Off Bins</u>	<u>24</u>
<u>Trailers</u>	<u>21</u>

REFERENCES

List a minimum of three (3) references for public agency landscape maintenance contracts that are either current and/or have been successfully completed within the last two (2) years.

The following questions will be asked of each reference agency:

1. List the number of agreements and years under agreement.
2. Explain the scope of the agreement(s), acreage amounts, and location(s).
3. Identify the agreement amount(s).
4. Describe the quantity and quality of staffing.
5. Describe the training/technical skills (i.e., irrigation/pest control/ equipment operation/safety).
6. Explain the communication abilities and language preferences of staff.
7. Describe staff appearance, uniforms, and use of safety equipment.
8. Explain the availability of additional personnel for extra work/special projects.
9. Explain the working order of equipment used.
10. Describe the effectiveness of communications system.
11. Explain the contractor's knowledge of project and contract standards.
12. Describe the contractor's ability to respond to complaints/requests in a timely fashion.
13. Identify if the contractor is willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds).
14. Explain the accuracy and timeliness of billing and invoicing.
15. Identify if contract(s) had been successfully completed to term.
16. Would you accept future proposals/bids from this Proposer?

Reference #1	
Public Agency Name	City of Palm Desert
Agency Address	73-510 Fred Waring Drive, Palm Desert, CA 92260
Agency Contact Responsible for administering contract	Randy Chavez
Contact telephone	(760) 902-9064
Agreement Name(s)	Palm Desert Areas 6 & 9
Annual Agreement Amount(s)	\$295,374.00
Number of acres maintained per contract	5 Acres
Location(s) of areas maintained.	Areas 6 and 9
Length of Contract(s)/expiration date	2010 - Current

Reference #2	
Public Agency Name	City of Rancho Cucamonga
Agency Address	9153 9th St. Rancho Cucamonga, CA 91730
Agency Contact Responsible for administering contract	Steve Relph
Contact telephone	(909) 477-2730 x 4116
Agreement Name(s)	City of Rancho Cucamonga
Annual Agreement Amount(s)	\$1,345,769.28
Number of acres maintained per contract	124 Acres
Location(s) of areas maintained.	Various Locations
Length of Contract(s)/expiration date	1989- Current

Reference #3	
Public Agency Name	City of Tustin
Agency Address	300 Centennial Way, Tustin, Ca 92780
Agency Contact Responsible for administering contract	Jim Sulli
Contact telephone	(714) 573-3360
Agreement Name(s)	Tustin
Annual Agreement Amount(s)	\$546,204.00
Number of acres maintained per contract	63 ACres
Location(s) of areas maintained.	All Medians in the City
Length of Contract(s)/expiration date	1989 - Current

Reference #4	
Public Agency Name	City of Santa Ana
Agency Address	20 Civic Center Plaza , Santa Ana, CA 92701
Agency Contact Responsible for administering contract	Mike Lopez
Contact telephone	(714) 647-3324
Agreement Name(s)	City of Santa Ana
Annual Agreement Amount(s)	\$882,209.00
Number of acres maintained per contract	Approx 12 Acres medians only
Location(s) of areas maintained.	Parks and medians
Length of Contract(s)/expiration date	2014- Current

Reference #5	
Public Agency Name	City of Arcadia
Agency Address	11800 Goldring Ave. Arcadai, CA 91006
Agency Contact Responsible for administering contract	Dave Thompson
Contact telephone	(626) 256-6676
Agreement Name(s)	Arcadia
Annual Agreement Amount(s)	\$470,000.00
Number of acres maintained per contract	Approx. 50-60 Acres
Location(s) of areas maintained.	Parks, medians, Facilities and Downtown
Length of Contract(s)/expiration date	2013 - Current

PROPOSED FACILITIES, EQUIPMENT AND PERSONNEL

Attach additional sheets as necessary to provide a full and comprehensive response.

A. Facilities

List the facility(ies), location(s), and/or address(es) where work crews and equipment will be dispatched.

Fontana Office/Yard
11093 Almond Ave, Fontana, CA 92337

We are currently in the process of securing a location in close proximity to the City of Moreno Valley and upon award of contract will dispatch the crews from that location

B. Equipment

List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement and Scope of Work. Indicate with an "S" any listed equipment to be shared with another contract/project. List both powered and hand equipment/tools

General Equipment:

String Trimmers
Hedge Trimmers
Backpack Blowers
Trailers
Various hand tools

Motor Vehicles:

Full size pick up trucks
Irrigation Truck
Applicator truck

Turf Maintenance Power Equipment/Tools:

Mowers (s) if needed
Edgers (s) if needed

Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:

Chain Saw(s)
Hedge trimmers
Long Hedge Trimmers (s)
Pole Saw (s)
Hand pruners, Lopers, Rakes

Irrigation System Maintenance Equipment:

Shovels (various)

Pipe Cutter

Pipe Wrenches (various), Screw drivers (various), pliers

Volt meter

Wire Tracer, Hand held remote (s) if needed

Fertilizer Application Equipment:

Walk behind broadcast spreader

Hand held broadcast spreader

Pesticide Application Equipment:

Spray tank(s)

Backpack sprayer

C. Personnel

List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the agreement, and Scope of Work. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with an "S" if listed personnel are to be shared with another contract/project.

General Landscape Maintenance

List labor, administrative, and field supervisory personnel – include any relevant education, certification and/or licensing information for each person listed.

Luis Valenzuela, Maintenance Division Manager
CLT,QAC,Arborist
Antonio Karraa, Maintenance Area Manager
Jesus Ramirez, Maintenance Account Manager
Foreman To be assigned upon award of contract.

*See attached Resumes and certifications

Tree Trimming/Maintenance

List any ISA or equivalent certified personnel.

Tasks to be performed by assigned crew

*See attached resumes and certifications

STAFF RESUMES

Maintenance

Luis Valenzuela – Landscape Maintenance Division Manager, Southern California

- 22 years of experience in landscape and construction operations
- Qualified Applicator Certificate: Category B
- Certified Landscape Technician: Irrigation
- Certified Arborist: International Society of Arboriculture: # WE-8713A
- Certification – Effective Business Leadership & Development – PDC/GCC

Antonio Karraa -Landscape Maintenance Area Manager

- 26 Years in the landscape maintenance industry.
- Extensive knowledge of irrigation, chemical application and all aspects of maintenance services with Public Works contracts.
- Previous experience includes, organizing and administering a wide range of maintenance and support for the Parks and Landscape Division for large municipalities.
- Accountabilities include maintenance of trees, parks, street medians, plazas, slopes and open space areas within Assessment Districts.

Jesus Ramirez – Landscape Maintenance Account Manager

- 21 years of experience in landscape maintenance
- Qualified Applicator License: Category B, C
- Certified Landscape Technician: Ornamental Maintenance , Turf Maintenance
- Certificate – Irrigation Design
- Certificate – Irrigation Troubleshooting
- CVAG Overseeding Certificate



Tree Care

Dennis Jones – Tree Care Regional Division Manager – Southern California

- 15 years of experience in arbor care
- B.S. Degree in Urban Forestry, Cal Poly San Luis Obispo
- International Society of Arboriculture (ISA): Certified Arborist: # WE-5700A
- TCIA Certified Tree Safety Professional (CTSP): #843
- Qualified Applicators License (QAL): #108771 Categories B, C, F
- ISA Qualified Tree Risk Assessment
- Wildlife Protector Certification
- Notary Public

Gulliver Erickson – Tree Care Account Manager

- 27 years of experience in arbor care
- International Society of Arboriculture (ISA): Certified Arborist: WE 10288A
- Tree Care Industry Association (TCIA) Certified Tree Care Safety Professional (CTSP): # 01528
- Thousands of hours completed in Arboriculture Training in Australia

Orlando Baeza – Tree Division Contract Manager (Inland Empire)

- 10 years of experience in the industry
- Certified Tree care Safety Professional
- Certified Ground Operations Specialist



Irrigation System Maintenance

List technical personnel – include any relevant education, certification and/or licensing information for each person listed.

Irrigator to be assigned upon award of contract

* See attached resumes and certifications

Pesticide Application

List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.

Tasks to be performed by assigned crew

*See attached resumes and certifications

COMMUNICATIONS AND TRAFFIC SAFETY

Attach additional sheets as necessary to provide a full and comprehensive response.

A. Communications

Exhibit A requires the contractor possess and maintain an effective Contractor-wide communications system. The Proposer must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.



A. Communications

Communication

All communications will be routed through our main office and dispatch center in Irwindale. A 24-hour “800” number will be provided to the City of Moreno Valley and will use all of the current communication methods such as two-way radios and cellular phones. Our response time will meet or exceed the City’s expectations.



The foreperson and/or the on-site principal landscaper assigned to the project will have the direct communication with the City’s representative. The City of Moreno Valley can expect a person in this position that can communicate English, both verbally & in writing and be knowledgeable in landscape maintenance operations. These methods combined with instant communications via 24-hour telephone monitoring and cellular phone, email or fax enables the City of Moreno Valley to receive a quick response to any maintenance concerns.

Technical Competence

Our Company utilizes the newest technology which allows us for quick responses with all the necessary details to better serve our clients.

Our software and Programs include: Timberline, Alpha, Blue Beam Revu, Google Earth Pro, Daft Logic. Microsoft Office: Word, Excel, PDF Converter Pro,

Our project managers and supervisors are equipped with laptops, iPads and Smart phones. While out of the office on business trips, our managers and supervisors are able to communicate efficiently via email with our clients as if they were in the office

Conclusion

It is our goal to provide the City of Moreno Valley with professional landscape maintenance services with the emphasis on results. Results are what we as a contractor and ultimately the City of Moreno Valley management will be judged by. It is our goal to provide the professional results as indicated in the intent of the specifications. We intend to provide clean and well-maintained areas that the City of Moreno Valley and we can be proud of.



Describe your internal communications system, both in the office and in the field, and how it will enable you to provide the communication capability as required in Scope of Services specifications. Also, describe how your Proposer will provide the required twenty-four (24) hour communication capability.

See attached document

B. Traffic Safety

Exhibit A requires the contractor to provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2012 (or most current revised version) California Supplement, Part 6, Temporary Traffic Control".

Describe your general traffic control practices and training, and how your Proposer intends, if selected, to conduct work area traffic control operations to provide service for this project.

See attached document



B. Traffic Safety

Mariposa Landscapes Inc. follows strict guidelines set by Caltrans, local ordinances, contract specifications, and the Watch book guide or equivalent.

Many of our crews in the divisions of landscape maintenance, landscape construction, and tree care, have extensive experience in traffic control whenever it is required to work along the road or inside medians, flagmen included as necessary.



In addition to the abovementioned list of sources for traffic control, tree division personnel use training materials furnished by the Tree Care Industry Association.

An example of a guide developed for in-house use is included. However, in the event that there is a conflict between safety material prepared for specific tasks and municipal or state guidelines, traffic control ordinances will prevail.





RFP NO. 2018-014
 LANDSCAPE MAINTENANCE – ZONE 02
 EXHIBIT E – SCHEDULE I

MARIPOSA LANDSCAPES INC.



Meeting Date: _____

Due: _____

Crew or Job Name: _____

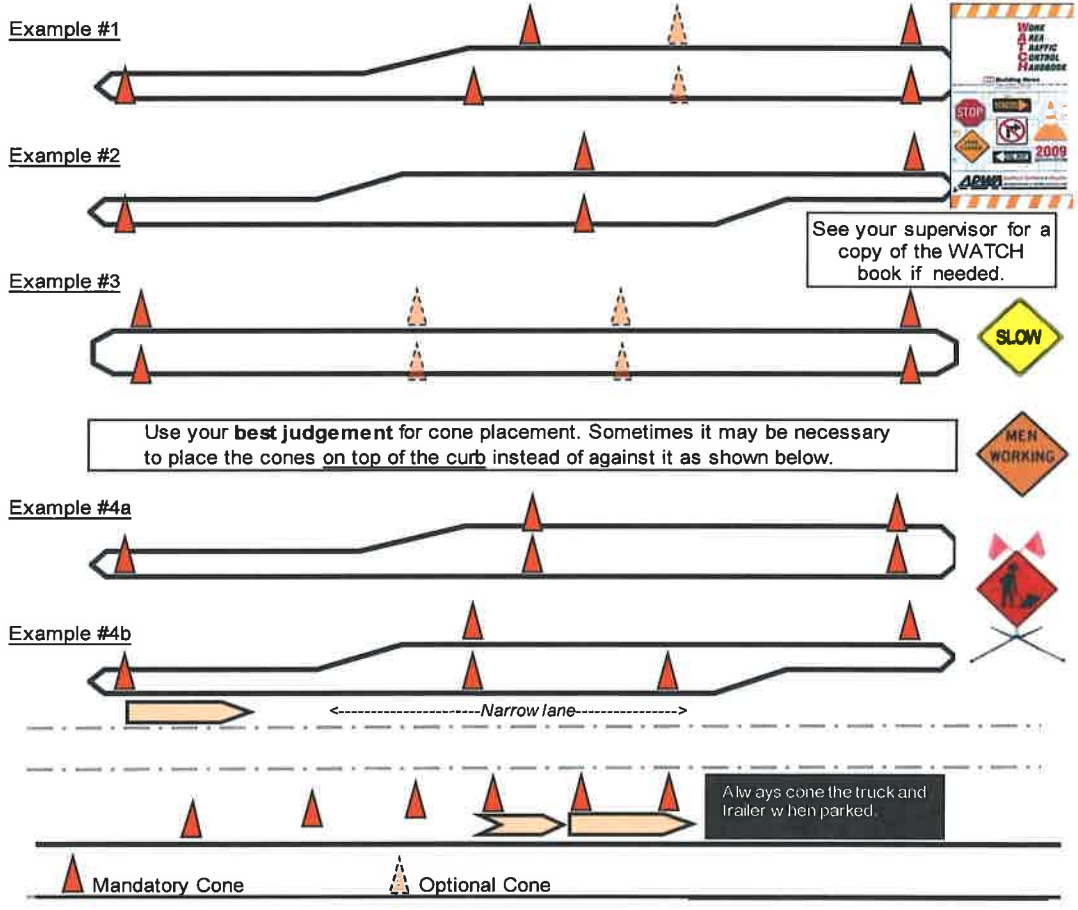
Supervisor and Trainer: _____



General Guidelines

- 1 Always check with your supervisor if a lane closure is mandatory. *Follow local ordinances.*
- 2 If you are moving through a median a safety vest is the minimum requirement.
- 3 Be prepared to *change* any of these guidelines when necessary to *improve safety conditions.*
- 4 **Never turn your back to traffic any longer than necessary. Stay on the alert. If you are working on the edge of a median, DO NOT TURN YOUR BACK TO TRAFFIC.**
- 5 Use any **other signage** necessary to alert and warn oncoming traffic.
- 6 If possible, do your work on medians during the low-traffic hours.

If a lane closure is not mandatory, and you will be in the median for longer than 10 minutes, a) cone the median with at least 4 cones as shown in the following examples, b) the number of cones used depends on the length of the median, c) place cones against the curb at the ends of the median, and at the halfway point along its length on both sides.



GREENWASTE RECYCLING

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

Describe your program to ensure that the City receives credit for greenwaste that will be generated from executing the project's Scope of Work. Include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above.

See attached document



Green waste recycling

Mariposa Landscapes, Inc. uses effort to initiate “green” environment and energy conservation.

Our company has a recycling program for green waste and paper products. We implement this program at our local offices and at all the job sites.

Mariposa currently uses hybrid vehicles and is researching and looking forward to obtaining hybrid equipment to be used on our contracts. We are striving to be as environmentally conscience as possible and are expanding our operations to achieve this goal.

Mariposa works with all its clients to assure optimum water usage where possible. Mariposa notifies all project managers of the green initiatives prior to the award of.



FACILITY:

Agua Mansa MRF, LLC
1830 Agua Mansa Rd.
Riverside, CA 92509
(951) 786-0544





Environmental Mission Statement

Being committed to protecting the environment has been an embraced and significant value since the inception of the company. As a result, all personnel diligently follow and comply with applicable environmental laws and regulations implemented by state, local and federal government agencies, and as requested by private accounts.



We recognize our responsibility to the surrounding communities and to the accounts we serve, as a result of our function in developing or maintaining thousands of acres of greenbelts, parks, commercial landscapes, roadsides or medians and schools.

We work aggressively with our clients and field personnel to develop methods to improve water conservation, properly dispose of green waste, employ safe fertilization methods, protect natural habitats, recycle used paper, use pesticide-free methods of weed removal, maintain arborist-certified tree pruning operations and train our personnel in industry standard techniques for optimal on-the-job performance.

In summary, through conservation of resources, employing professional techniques in our operations, and preventive and precautionary methods to preserve and maintain safe and healthy landscapes, we at Mariposa are committed to environmentally improving our communities.



LIST OF SUBCONTRACTORS

In compliance with the provisions of Government Code, Section 4102, the undersigned Contractor sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total Proposal, and the portion of the work which will be done by each subcontractor, as follows.

In compliance with Labor Code 1771.1(a), please include any subcontractor's DIR registration number.

Name, current DIR No., License and Classification No.	Business Address and Telephone	Description of Work
N/A		

EXHIBIT E – CONTRACTOR PROPOSAL

SCHEDULE II – PROPOSAL SCHEDULES

Frequency of Services Table – Base Work

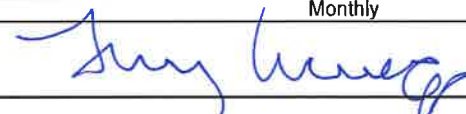
Scope of Work - Agreement Specification	Title	Summary of Work	Frequency		
			Level 1 Service	Level 2 Service	Level 3 Service
			(4 week)	(8 week)	(12 week)
Exhibit A, Section 2	Turf Care	Mow/edge/trim	Weekly	Every other week	Every other week
		Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)
Exhibit A, Section 4	Shrub Care	Prune/trim	Monthly	6 times per year	4 times per year
Exhibit A, Section 5	Ground Cover	Prune/trim	Monthly	6 times per year	4 times per year
Exhibit A, Section 9	Weed Control	Weed Control	Monthly	6 times per year	4 times per year
Exhibit A, Section 10	Irrigation	Irrigation Maint./Repair	Weekly	Weekly	Weekly
Exhibit A, Section 11	Debris/Litter	Trash/Debris Removal	Weekly	Weekly	Every other week
Exhibit A, Section 8	Water Quality Basins	WQB Bottom Vegetation		Annually	
		Forebays and Outlet Structures		Bi-annually	
		Sand Bed Maintenance		2 times per year (Spring and Fall)	
		Irrigation	Weekly	Weekly	Every other week
		Trash/Debris Removal	Weekly	Weekly	Every other week
Exhibit A, Section 6	Channel Thinning	Vegetative thinning		Annually	
		Weeding		Quarterly	
		Irrigation		Weekly	
		Trash/Debris Removal		Monthly	
Exhibit A, Section 12	Turf Fertilization ¹	Turf Fertilization	3 times per year (Feb., Jun. & Oct.)	3 times per year (Feb., Jun. & Oct.)	3 times per year (Feb., Jun. & Oct.)
Exhibit A, Section 12	Shrub/ Ground Cover Fertilization ¹	Shrub/ Ground Cover Fertilization	2 times per year (Apr. & Sep.)	1 time per year (Apr.)	1 time per year (Apr.)
Exhibit A, Section 9 and 20	Pre-emergent ¹	Pre-emergent	2 times per year (Spring & Fall)	2 times per year (Spring & Fall)	2 times per year (Spring & Fall)

Scope of Work - Agreement Specification	Title	Summary of Work	Frequency			
			Level 1 Service	Level 2 Service	Level 3 Service	Level 4 Service
			Monthly	Every other Month	Quarterly	Annually
Exhibit A, Section 7	Paseo Maintenance (6 maintenance areas)	Annual Weed Abatement	1 time per year	1 time per year	1 time per year	1 time per year
		24" clearance/structures	1 maintenance area per month	Every other Month	Quarterly	Annually
		Irrigation	Weekly	Monthly	Monthly	Monthly
		Shrub trimming/clearing from trails/fences	1 maintenance area per month	Every other Month	Quarterly	Annually
		Trash/Debris Removal	1 maintenance area per month	Every other Month	Quarterly	Annually

Scope of Work - Agreement Specification	Title	Summary of Work	Frequency			
			Level 1 Service	Level 2 Service	Level 3 Service	Level 4 Service
			Monthly	Every other Month	Quarterly	Annually
Exhibit A, Section 33	Reporting Forms	Irrigation Report		Weekly		
Exhibit A, Section 33	Reporting Forms	Greenwaste Recycling Report		Monthly		
Exhibit A, Section 33	Reporting Forms	Landscape Services Report		Monthly		

Footnotes

¹ Specification of month to be approved by Director in advance of application.



SIGNATURE

By signing, I hereby acknowledge review of the aforementioned Frequency of Services and have incorporated reference of the frequencies in the Proposal Schedule, including the proposed monthly and annual schedule sheets for the services to be provided consistent with the terms of this Agreement.

Bid Results for Project Landscape Maintenance Services for Zone 02 (2018-014)

Issued on 02/05/2018

Bid Due on March 5, 2018 10:00 AM (Pacific)

Exported on 04/11/2018

Line Totals (Unit Price * Quantity)						
Item Num	Section	Description	Reference	Unit of Measure	Quantity	Mariposa Landscapes, Inc. -
1	Compensation Schedule, Zone 02 Parkways, Planters, Current Service Level 1 (Monthly Cost)	Zone 02 Parkways - 265,280 Square Feet of Planters	Current Service Level, Level 1 (every 4 weeks) Monthly Cost	Cost per Month	1	\$5,508.0000
2	Compensation Schedule, Zone 02 Parkways, Planters, Current Service Level 1 (Annual Cost)	Zone 02 Parkways - 265,280 Square Feet of Planters	Current Service Level, Level 1 (every 4 weeks) Annual Cost	Cost per Month	12	\$66,096.0000
3	Compensation Schedule, Zone 02 Parkways, Planters, Optional Service Level 2 (Monthly Cost)	Zone 02 Parkways - 265,280 Square Feet of Planters	Optional Service Level, Level 2 (every 8 weeks) Monthly Cost	Cost per Month	1	\$4,839.0000
4	Compensation Schedule, Zone 02 Parkways, Planters, Optional Service Level 2 (Annual Cost)	Zone 02 Parkways - 265,280 Square Feet of Planters	Optional Service Level, Level 2 (every 8 weeks) Annual Cost	Cost per Month	12	\$58,068.0000
5	Compensation Schedule, Zone 02 Parkways, Planters, Optional Service Level 3 (Monthly Cost)	Zone 02 Parkways - 265,280 Square Feet of Planters	Optional Service Level, Level 3 (every 12 weeks) Monthly Cost	Cost per Month	1	\$3,982.0000
6	Compensation Schedule, Zone 02 Parkways, Planters, Optional Service Level 3 (Annual Cost)	Zone 02 Parkways - 265,280 Square Feet of Planters	Optional Service Level, Level 3 (every 12 weeks) Annual Cost	Cost per Month	12	\$47,784.0000
7	Compensation Schedule, Zone 02 Paseos, Open Space, Current Service Level 1 (Monthly Cost)	Zone 02 Paseos - 3,308,892 square feet of Open Space	Current Service Level 1 (Monthly) Monthly Cost	Cost per Month	1	\$3,920.0000
8	Compensation Schedule, Zone 02 Paseos, Open Space, Current Service Level 1 (Annual Cost)	Zone 02 Paseos - 3,308,892 square feet of Open Space	Current Service Level 1 (Monthly) Annual Cost	Cost per Month	12	\$47,040.0000
9	Compensation Schedule, Zone 02 Paseos, Open Space, Optional Service Level 2 (Monthly Cost)	Zone 02 Paseos - 3,308,892 square feet of Open Space	Service Level 2 (Every Other Month) Monthly Cost	Cost per Month	1	\$2,800.0000
10	Compensation Schedule, Zone 02 Paseos, Open Space, Optional Service Level 2 (Annual Cost)	Zone 02 Paseos - 3,308,892 square feet of Open Space	Service Level 2 (Every Other Month) Annual Cost	Cost per Month	12	\$33,600.0000
11	Compensation Schedule, Zone 02 Paseos, Open Space, Optional Service Level 3 (Monthly Cost)	Zone 02 Paseos - 3,308,892 square feet of Open Space	Service Level 3 (Quarterly) Monthly Cost	Cost per Month	1	\$2,571.0000
12	Compensation Schedule, Zone 02 Paseos, Open Space, Optional Service Level 3 (Annual Cost)	Zone 02 Paseos - 3,308,892 square feet of Open Space	Service Level 3 (Quarterly) Annual Cost	Cost per Month	12	\$30,852.0000
13	Compensation Schedule, Zone 02 Paseos, Open Space, Optional Service Level 4 (Monthly Cost)	Zone 02 Paseos - 3,308,892 square feet of Open Space	Service Level 4 (Annually) Monthly Cost	Cost per Month	1	\$2,372.0000
14	Compensation Schedule, Zone 02 Paseos, Open Space, Optional Service Level 4 (Annual Cost)	Zone 02 Paseos - 3,308,892 square feet of Open Space	Service Level 4 (Annually) Full Annual Cost	Cost per Month	12	\$28,464.0000
15	Compensation Schedule, Alternative Bid Item, Supplemental Weed Control (Naturally Derived Materials or Methods), Parkways	Naturally Derived Materials or Methods of Weed Control on 265,280 sq. ft. of Planter	Cost for 1 Month at Service Level 1, every 4 weeks	Cost per Month	1	\$1,339.0000
16	Compensation Schedule, Alternative Bid Item, Supplemental Weed Control (Naturally Derived Materials or Methods), Parkways	Naturally Derived Materials or Methods of Weed Control on 265,280 sq. ft. of Planter	Cost for 12 Months at Service Level 1, every 4 weeks	Cost per Month	12	\$16,068.0000

Bid Results for Project Landscape Maintenance Services for Zone 02 (2018-014)

Issued on 02/05/2018

Bid Due on March 5, 2018 10:00 AM (Pacific)

Exported on 04/11/2018

Line Totals (Unit Price * Quantity)						
Item Num	Section	Description	Reference	Unit of Measure	Quantity	Mariposa Landscapes, Inc. -
17	Compensation Schedule, Alternative Bid Item, Supplemental Weed Control (Naturally Derived Materials or Methods), Paseos	Naturally Derived Materials or Methods of Weed Control on 3,308,892 sq. ft. of Open Space	Cost for 1 Month at Service Level 2, every 8 weeks	Cost per Month	1	\$3,798.0000
18	Compensation Schedule, Alternative Bid Item, Supplemental Weed Control (Naturally Derived Materials or Methods), Paseos	Naturally Derived Materials or Methods of Weed Control on 3,308,892 sq. ft. of Open Space	Cost for 12 Months at Service Level 2, every 8 weeks	Cost per Month	12	\$45,576.0000
19	Additional Work Price List, One (1) gallon shrub/vine/ground cover in place	One (1) gallon shrub/vine/ground cover		each	1	\$10.0000
20	Additional Work Price List, Five (5) gallon shrub/vine/ground cover in place	Five (5) gallon shrub/vine/ground cover		each	1	\$28.0000
21	Additional Work Price List, Five (5) gallon tree in place (stakes included)	Five (5) gallon tree including stakes		each	1	\$35.0000
22	Additional Work Price List, Fifteen (15) gallon tree in place (stakes included)	Fifteen (15) gallon tree including stakes		each	1	\$145.0000
23	Additional Work Price List, 24" box tree in place (stakes included)	24" box tree including stakes		each	1	\$398.0000
24	Additional Work Price List, 36" box tree in place (guy wires included)	36" box tree including wires		each	1	\$925.0000
25	Additional Work Price List, Additional labor	Additional labor		man hour	1	\$34.5000
26	Additional Work Price List, Additional Irrigation Technician	Additional Irrigation Technician		man hour	1	\$51.0000
27	Additional Work Price List, Irrigation Repair Parts at Cost Plus a Specified Percent	Please provide the Markup Percentage for Irrigation Repair Parts in the comment section. Enter \$0.00 as your unit price.		percent	0	15%
28	Cost for Additional Work Added To Base Work as Needed, Planter, 4-Week Service Level	Trees, Shrubs, Ground Cover	Service Level 1, 4-Week	Square Foot	1	\$0.0310
29	Cost for Additional Work Added To Base Work as Needed, Planter, 8-Week Service Level	Trees, Shrubs, Ground Cover	Service Level 2, 8-Week	Square Foot	1	\$0.0300
30	Cost for Additional Work Added To Base Work as Needed, Planter, 12-Week Service Level	Trees, Shrubs, Ground Cover	Service Level 3, 12-Week	Square Foot	1	\$0.0290

Bid Results for Project Landscape Maintenance Services for Zone 02 (2018-014)

Issued on 02/05/2018

Bid Due on March 5, 2018 10:00 AM (Pacific)

Exported on 04/11/2018

Line Totals (Unit Price * Quantity)						
Item Num	Section	Description	Reference	Unit of Measure	Quantity	Mariposa Landscapes, Inc. -
31	Cost for Additional Work Added To Base Work as Needed, Turf	Trees, Shrubs, Ground Cover	Service Level 1; Once Per Week	Square Foot	1	\$0.0100
32	Cost for Additional Work Added To Base Work as Needed, Turf	Trees, Shrubs, Ground Cover	Service Level 2; Twice Per Week	Square Foot	1	\$0.0150
33	Zone 02 Alternative Bid Item Number 2	Additional Weed Abatement in Paseos	Please Provide Cost For One Additional Weed Abatement Per Year	LS	1	\$20,448.0000

PROPOSED PROJECT WORK SCHEDULES

The following pages include a monthly and an annual schedule sheet for each area identified in this RFP.

Schedule sheets shall be completed by the Proposer for the General Provision services described in Exhibit A.

Prepare the monthly and annual schedule sheets for only the current service levels for each landscape maintenance area, as identified in the Frequency of Services Table, Exhibit E, Schedule II.

Within 30 days of agreement award, the Contractor will provide the City with mapped work schedules for each landscape maintenance area included in this RFP.

MONTHLY SCHEDULE SHEET

On a separate sheet for each landscape maintenance area included in this RFP, list all tasks specified to be performed on a weekly or monthly basis. Mark the box corresponding to the day of the week/month the work is proposed to be performed.

Be sure to include administrative tasks such as report submittals, meetings, etc.

Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

ANNUAL SCHEDULE SHEET

On a separate sheet for each landscape maintenance area included in this RFP, list all tasks specified to be performed at intervals greater than one (1) month. Mark the box corresponding to the month(s) of the year in which they are either so specified, or if not specified, the month(s) in which the work is proposed to be performed.

Be sure to include any administrative tasks such as report submittals, meetings, etc.

Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

SCHEDULE SHEETS TO FOLLOW

Monthly Schedule Sheets

Proposed Project Work Schedules

Maintenance of Parkway, Median, and Open Space Landscaping and Irrigation Zone 02 Planters – Level 1 Service (4 week)

Monday	Tuesday	Wednesday	Thursday	Friday
Week 1				
-Debris/litter (partial) -Shrub & GC care (partial) -Weed control (partial) -Irrigation inspect/adjust -Reports	-Debris/litter (partial) -Shrub & GC care (partial) -Weed control (partial) -Irrigation inspect/adjust -Reports	NO WORK	NO WORK	NO WORK
Week 2				
Same as above	Same as above	Same as above	Same as above	Same as above
Week 3				
Same as above	Same as above	Same as above	Same as above	Same as above
Week 4				
Same as above	Same as above	Same as above	Same as above	Same as above

Monthly Schedule Sheets

Proposed Project Work Schedules

Maintenance of Parkway, Median, and Open Space Landscaping and Irrigation Zone 02 Open Space (Paseos) – Level 1 Service (4 week)

Monday	Tuesday	Wednesday	Thursday	Friday
Week 1				
-Debris/litter (partial) -Shrub & GC care (partial) -Weed control (partial) -Irrigation inspect/adjust -Reports	-Debris/litter (partial) -Shrub & GC care (partial) -Weed control (partial) -Irrigation inspect/adjust -Reports	NO WORK	NO WORK	NO WORK
Week 2				
-Irrigation inspect/adjust -Reports	Same as above	Same as above	Same as above	Same as above
Week 3				
Same as above	Same as above	Same as above	Same as above	Same as above
Week 4				
Same as above	Same as above	Same as above	Same as above	Same as above

Annual Schedule Sheets

Proposed Project Work Schedules

Maintenance of Parkway, Median, and Open Space Landscaping and Irrigation Zone 02 Planters – Level 1 Service (4 week)

JANUARY	FEBRUARY	MARCH
Routine Maint. Tree, Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	Routine Maint. Tree, Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	Routine Maint. Tree, Shrub & GC Care (as necessary) Weed Control (as necessary) Pre-emergent Reports
APRIL	MAY	JUNE
Routine Maint. Tree, Shrub & GC Care (as necessary) Fertilize shrubs & GC w/ 23-5-10 Reports	Routine Maint. Tree, Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	Routine Maint. Tree, Shrub & GC Care (as necessary) Weed Control (as necessary) Reports
JULY	AUGUST	SEPTEMBER
Routine Maint. Tree, Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	Routine Maint. Tree, Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	Routine Maint. Tree, Shrub & GC Care (as necessary) Fertilize shrubs & GC w/ 23-5-10 Pre-emergent Reports
OCTOBER	NOVEMBER	DECEMBER
Routine Maint. Tree, Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	Routine Maint. Tree, Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	Routine Maint. Tree, Shrub & GC Care (as necessary) Weed Control (as necessary) Reports

Annual Schedule Sheet
Proposed Project Work Schedules

**Maintenance of Parkway, Median, and Open Space Landscaping and Irrigation
Zone 02 Open Space (Paseos) – Level 1 Service (4 week)**

JANUARY	FEBRUARY	MARCH
Routine Maint. Tree, Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	Routine Maint. Tree, Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	Routine Maint. Tree, Shrub & GC Care (as necessary) Weed Control (as necessary) Reports
APRIL	MAY	JUNE
Routine Maint. Tree, Shrub & GC Care (as necessary) Weed Control (as necessary) Annual Weed Abatement Reports	Routine Maint. Tree, Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	Routine Maint. Tree, Shrub & GC Care (as necessary) Weed Control (as necessary) Reports
JULY	AUGUST	SEPTEMBER
Routine Maint. Tree, Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	Routine Maint. Tree, Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	Routine Maint. Tree, Shrub & GC Care (as necessary) Weed Control (as necessary) Reports
OCTOBER	NOVEMBER	DECEMBER
Routine Maint. Tree, Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	Routine Maint. Tree, Shrub & GC Care (as necessary) Weed Control (as necessary) Reports	Routine Maint. Tree, Shrub & GC Care (as necessary) Weed Control (as necessary) Reports

PROPOSED ANNUAL MATERIAL SCHEDULE

Use additional sheets as necessary to provide a full and comprehensive response

A. Fertilizers

List the fertilizers to be furnished to execute work tasks specified in Exhibit A.

Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual costs for each type (include applicable sales tax, overhead, and mark-up).

Type	Estimated Annual Amount	Estimated Annual Cost
23-5-10	2,000 lbs	\$1,320.00
misc	1 Lump Sum	\$ 275.00

B. Pesticides

List pesticides to be furnished to execute work tasks specified in Exhibit A.

Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual costs for each type/brand (include applicable sales tax, overhead, and mark-up).

Type	Estimated Annual Amount	Estimated Annual Cost
Glyphosate	12 Gal.	\$320.00
Pre-emergent	5 Gal	\$325.00
Fumitoxin/ Gopher bait	1 Lump Sum	\$463.00

**EXHIBIT E – CONTRACTOR PROPOSAL
SCHEDULE III – FORMS**

RFP NO. 2018-014

**LANDSCAPE MAINTENANCE – ZONE 02
Maintenance of Parkway, Median, and Open Space
Landscaping and Irrigation**

PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

1. All information provided is true and correct to the best of my knowledge, and;
2. I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the City of Moreno Valley, the Moreno Valley Community Services District and Mariposa Landscapes, Inc., and further, the aforesaid company may be barred from participation in future City contracts and be subject to possible criminal prosecution, and;
3. I have legal authority to bind Mariposa Landscapes, Inc. to the terms of this affirmation (See "INSTRUCTIONS TO PROPOSER", Section D – Signature of Contract Proposal).

For the proposal to be valid, this sheet must be returned with the proposal submission and fully completed with a legible signature and date

SIGNATURE _____



PRINTED NAME Terry Noriega

TITLE President

COMPANY NAME Mariposa Landscapes, Inc.

DATE 03/05/2018

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF) §

(NAME) Terry Noriega, affiant

being first duly sworn, deposes and says:

That he or she President of
(Sole Owner, Partner or other proper title)

Mariposa Landscapes, Inc.
(Contractor)

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, Contractor, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by Agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Agreement of anyone interested in the proposed Agreement; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, Contractor association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name Terry Noriega
Bidder's Address 6232 Santos Diaz St. Irwindale, CA 91702
Telephone Number (626) 960-0196

 President
Signature of Bidder Title

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles


On March 05, 2018 before me, J. Cho, Notary Public,
(Here insert name and title of the officer)

Personally appeared Terry Noriega, President,

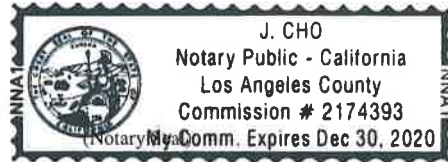
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledgement to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS

FORM

DESCRIPTION OF THE ATTACHED DOCUMENT AGREEMENT SIGNATURE PAGE (Title or description of attached document) _____ (Title or description of attached document continued) Number of Pages _____ Document Date _____ _____ Additional Information

CAPACITY CLAIMED BY THE SIGNER <input type="checkbox"/> Individual(s) <input type="checkbox"/> Corporate Officer _____ (Title) <input type="checkbox"/> Partner (s) <input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Other _____
--

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

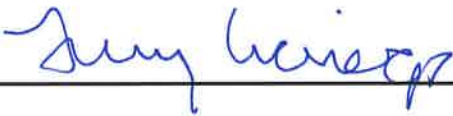
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE 

PRINTED NAME Terry Noriega

TITLE President

COMPANY NAME Mariposa Landscapes, Inc.

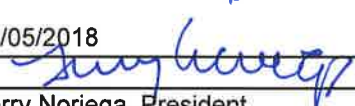
DATE 03/05/2018

Affirmation of Proposal Guarantee

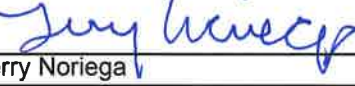
The undersigned also affirms that:

Accompanying this Proposal is a cashier's check, a certified check, or a Bid Bond for 10% of bid amount, payable to the City of Moreno Valley, which is deemed to constitute liquidated damages, if, in the event this Proposal is accepted, the undersigned shall fail to execute the Agreement and furnish satisfactory bonds under the conditions and within the time specified in this Proposal, otherwise said cash, cashier's check, certified check or Bid Bond is to be returned to the undersigned.


Dated
Contractor Signature
By
Contractor Address
Contractor Telephone Number
Names and Addresses of Members of the Contractor:
(If a Corporation)

03/05/2018

Terry Noriega, President
6232 Santos Diaz St. Irwindale, CA 91702
(626) 960-0196
Terry Noriega & Antonio Valenzuela
6232 Santos Diaz St. Irwindale, CA 91702

Signature of Contractor
By
Title
Business Address
Incorporated Under Laws of the State of
State License Number and Classification


Terry Noriega
President
6232 Santos Diaz St. Irwindale, CA 91702
California
592268. C27.A. C61/D49

President
Secretary
Treasurer


Antonio Valenzuela

(Corporate Seal)