

**Project Name/No.: Landscape Maintenance Services
For Medians and Reservoir Sites**

Contract No.: _____

Project Manager: PW / S. Parra

Approved: _____

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF CHINO AND
MARIPOSA LANDSCAPES, INC.**

THIS AGREEMENT FOR SERVICES (herein “Agreement”) is made and entered into this 7th day of July, 2026 (“Effective Date”) by and between the City of Chino, a California municipal corporation (“City”) and MARIPOSA LANDSCAPES, INC., a California Corporation (“Contractor ”). City and Contractor may be referred to individually as “Party” or collectively as “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor , following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Chino’s Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability,

experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor ’s Proposal.

The Scope of Services shall include the scope of work included in Contractor ’s proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 California Labor Law.

If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code Section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Contractor shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, as they pertain to such work, including the following requirements:

(a) DIR Monitoring and Enforcement. The public work and/or maintenance work performed under this Agreement shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). Contractor shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each

calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. By executing this Agreement, and in accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

(i) Contractor 's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor 's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor 's risk until written instructions are received from the Project Manager.

1.7 Software and Computer Services.

If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Contractor represents and warrants that it has inspected the City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Contractor under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the City. Contractor acknowledges that the City is relying on the representation by Contractor as a material consideration in entering into this Agreement.

1.8 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right, subject to state law and the City's Municipal Code, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation for extra work shall require the approval of City Council unless the City Council has previously authorized the City Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and

incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Four Hundred Eighty-Nine Thousand Six Hundred Eighty Dollars and Sixty Cents (\$489,680.60) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Contractor’s rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Project Manager in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. Contractor shall not invoice City for any duplicate services performed by more than one person.

All invoices shall be submitted by email to ap@cityofchino.org. Each invoice is to include:

- (a) Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- (b) Line items for all materials and equipment properly charged to the Services.
- (c) Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- (d) Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

- (e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Contractor 's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor 's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor 's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City for any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor .

2.6 Contingency of Funds.

Contractor acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to City; or inclusion of sufficient funding for the services hereunder in the budget approved by Chino City Council for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, City may immediately terminate or modify this Agreement without penalty.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this

reference. When requested by the Contractor , extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Project Manager but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor , including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor ’s sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2029, except as otherwise provided in the Schedule of Performance (Exhibit “D”). This Agreement may be renewed by a written amendment for up to an additional two (2) year(s) at the option of the City if the City is satisfied with the quality of services performed by Contractor under this Agreement.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor .

The following principals of Contractor (“Principals”) are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(Name)

(Title)

(Name)

(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement.

Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor .

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The Project Manager shall be the Public Works Services Manager or any other person as may be designated by the Project Manager. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor .

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become

or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor .

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor , its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor , taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Contractor 's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(c) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subContractor s.

(g) Enforcement of contract provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor . Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor 's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Contractor agrees to ensure that its subContractor s, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor , provide the same minimum insurance coverage and endorsements required of Contractor . Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements

of this section. Contractor agrees that upon request, all agreements with Contractor s, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor , the City and Contractor may renegotiate Contractor 's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor 's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor , its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor 's or indemnitors' reckless or willful misconduct, or arising from Contractor 's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor

agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Contractor’s conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear

to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Zero Dollars (\$0) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this

Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor , except that where termination is due to the fault of the Contractor , the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor .

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor , or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor 's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City

Manager and to the attention of the Project Manager (with her/his name and City title), City of Chino, 13220 Central Avenue, Chino, California 91710 and in the case of the Contractor , to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of

“financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor 's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CHINO, a municipal corporation

Linda Reich, City Manager

ATTEST:

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

APPROVED AS TO CONTENT:

Hye Jin Lee, Director of Public Works

CONTRACTOR :
MARIPOSA LANDSCAPES, INC.

Fred Galante, City Attorney

By: _____

Name:

Title:

By: _____

Name:

Title:

Address: 15529 Arrow Highway
Irwindale, CA 91706

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT "A"

SCOPE OF SERVICES

- I. Contractor will perform the Services described in Contractor 's Proposal, attached hereto as Exhibit A-1.**

- II. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.**

EXHIBIT "A-1"

SCOPE OF SERVICES

MLI will perform all landscape maintenance services as specified in RFP Section F and Exhibit D. The scope below tracks every major category in the RFP.

Site Cleanliness & Hardscape

- Weekly hardscape sweep, blow-off, and vacuuming of all median and reservoir surfaces
- Removal of all litter, flyers, decorations, and advertisements from light poles and fixtures
- Concrete V-drains, drainage facilities, and grates kept free of vegetation, debris, and algae
- Monument and sign wipe-down with clean, non-abrasive cloth
- All contractor- and user-generated trash removed and disposed of off-site by end of each service day

Tree Maintenance (Up to 18 Feet)

- Annual trimming, shaping, and thinning per ANSI A300 (2023-2024 consolidated) and ISA Western Chapter pruning standards
- Clearance: 8 ft over pedestrian walkways; 12 ft above curb and gutter for vehicular traffic
- Sucker and sprout removal; stake and tie replacement using 2" pressure-treated wood stakes and V.I.T. 32" vinyl straps
- Final cuts made without stubs to promote callous growth; no topping without City written approval
- ISA-qualified English-speaking arborist on-call; on-site within 30 minutes of contact
- Pruning tools disinfected with alcohol or bleach between cuts on fungus/disease-infected material
- All trimmings and debris removed and disposed off-site by end of each work day

Turf Maintenance

- Mowing with rotary mowers at species-appropriate heights (Perennial Rye: 1.5–2.5"; Tall Fescue: 1.75–2.5"; Bermuda: 0.25–1.0"; St. Augustine: 2.0–3.0"); no more than 1/3 of blade removed per cut
- Mechanical edging concurrent with every mow; chemical edging with non-restricted materials only where mechanical methods are impractical
- All clippings collected and removed before end of service day
- Annual dethatch/scalp (Oct 1 – Nov 30); bi-annual aeration (Mar 15 – Apr 15 and Oct 15 – Nov 15), as needed.
- Annual overseed Oct 30 – Nov 30 using perennial rye; City notified 14 days in advance, as needed.
- Granular fertilization (Turf Gold 22-5-6) on 90-day cycles at 1 lb. nitrogen per 1,000 sq. ft., as needed.

Shrub, Ground Cover & Plant Maintenance

- Regular pruning to contain size within planter limits and maintain horizontal clearance along all walkways, trails, and fence lines
- Ground cover fertilization with Landscape Color 14-14-14 during first week of April and November, as needed.
- Re-apply mulch at existing mulched areas. Keep mulch at 3". supplied by MLI
- Plant material loss reported to City within 24 hours; any plant not reported becomes MLI's replacement responsibility
- Annuals replaced a minimum of three times per year or as directed

Irrigation System Management

- Full system test and inspection monthly; schedule submitted at contract start and updated for any changes
- Monthly irrigation schedule submission (station number, water time, cycle-start time, damage/repair log).
- Emergency irrigation shutdown response within 30 minutes; emergency repairs within 1 hour; routine repairs within 24 hours
- All replacement components must be high-efficiency products approved by Public Works Services Manager
- All minor irrigation damage costs borne by MLI; MLI also responsible for any plant loss from under/over-watering

Weed, Disease & Pest Control

- Pre-emergent crabgrass control applied Jan 15 – Feb 15 in all fescue areas
- Broadleaf pre-emergent applied Nov 1 – 30 citywide
- Broad-spectrum fungicide applied in December and June at manufacturer-recommended rates
- Post-emergent applications as needed year-round to maintain weed-free condition
- All gopher mounds removed
- All applications conducted under supervision of a Certified Applicators (QAL) under MLI's in-house licensed PCA; NOI filed with County 7 days prior; records retained minimum 2 years

Technical Approach & Methods

Crew Deployment & Local Operations Base

MLI operates a dedicated yard facility at **13333 S. Central Ave, Chino, CA 91710** — approximately 400 feet from one of the contracted median sites. MLI has operated continuously from this location for **over three years**. This proximity directly benefits the City: crew mobilization is near-instant, emergency response times are minimized, equipment and materials are staged on-site, and there is no meaningful travel delay between the yard and any median or reservoir site in the contract area.

MLI proposes a dedicated 2-person crew servicing all designated median and reservoir sites 2 days per week on a fixed, City-approved schedule (Monday–Friday). The same crew will be assigned consistently to build site familiarity and a clear sense of ownership. A bilingual crew leader/foreman will be present on-site. The account manager will accompany City representatives on the required weekly inspection tour.

Supervision, Reporting & Communication

MLI's designated Contractor Representative (Account Manager) will be accessible Monday–Friday during regular business hours. The Account Manager will contact the City's Public Works Services Manager or designee daily to submit Daily Activity Maintenance Reports, return public calls, and address any emerging issues. All reports will document scope, location, personnel, and any observations requiring City attention — in a format pre-approved by the Public Works Services Manager.

Chemical Application Protocol

All chemical programs are developed and overseen by MLI's in-house licensed Pest Control Advisor (PCA). The PCA writes all weed control and pest management recommendations. Our team will file all Notices of Intent with the City and San Bernardino County Department of Agriculture (minimum 7 days in advance), and maintains the required application records for a minimum of 2 years. No restricted or non-restricted material is applied without prior written City authorization. Spray pattern colorant is used as directed. Drift is controlled to within 6 inches of target areas.

Traffic Control

All median operations comply with the W.A.T.C.H. handbook (latest edition). Lane closure permits are obtained from the City's Traffic Engineer no less than 7 days prior to any closure. Illuminated arrow boards, delineators, and signage are deployed at all roadway-adjacent work sites. No material or equipment will obstruct traffic lanes at end of day.

Emergency Response

MLI maintains 24/7 emergency contact availability. Qualified personnel and equipment will be dispatched to reach any site within 1 hour of an after-hours emergency call. For irrigation emergency shutdowns, MLI will respond within 30 minutes. The City will be provided current contact names and phone numbers for emergency response, updated in writing within 12 hours of any change.

Performance Benchmarks

MLI operates on a performance-based work ethic. The benchmarks below are aligned to the RFP's contractual standards and reflect our internal service targets — not just contractual minimums.

Service Area	Metric	Standard
Turf Mowing	Completion vs. schedule	100% on scheduled day
Irrigation	Monthly inspection	100% of systems tested monthly
Emergency Response	On-site arrival	Within 1 hour of City call
Deficiency Correction	Time to resolve	Within 48 hours of notice
Rodent/Pest Control	Gopher mound removal	Within 24 hours of observation
Irrigation Shutdown	Emergency shutdown	Within 30 minutes
Complaint Resolution	Response & correction	Within 48 hours
Chemical NOI	Advance notice to City/County	7 days prior to application

MLI will conduct an internal self-inspection of all sites weekly prior to the City's joint inspection, allowing deficiencies to be resolved proactively. The crew leader will document and report any deferred maintenance, plant loss, or system damage to the City within 24 hours of discovery.

Innovation

GPS Fleet & Crew Tracking

Majority of MLI service vehicles are GPS-tracked, and all field staff use a GPS-enabled timecard system. This provides real-time visibility into crew location, time on-site, and route adherence. MLI can provide the City with periodic location and time-on-site reports upon request.

Smart Irrigation Upgrade Capability

MLI has in-house capability to design and install weather-based (ET) smart irrigation controllers where the City determines an upgrade is beneficial. These systems automatically adjust run times based on evapotranspiration data, reducing water consumption and preventing over- or under-watering. In addition, our team consist of numerous Certified Water Manager (CWM), who is able to improve or maximize the efficiency of water usage. Upgrades would be executed via change order, with all equipment selections pre-approved by the Public Works Services Manager

In-House Licensed Pest Control Advisor

MLI employs 2 licensed PCA directly on staff — not as an outside consultant. This means weed control and pest management programs are integrated into daily operations with no scheduling lag. The PCA can assess new pest or disease observations the same day they are identified and provide written recommendations to the City promptly, accelerating the authorization and treatment cycle.

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

EXHIBIT “C”

SCHEDULE OF COMPENSATION

- I. Contractor shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit “C-1”.**
- II. Within the budgeted amounts for each Task, and with the approval of the Project Manager, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.**
- III. The City will compensate Contractor for the Services performed upon submission of a valid invoice, as described in Section 2.4.**
- IV. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**

EXHIBIT "C-1"

SCHEDULE OF COMPENSATION

CATEGORY I - MEDIANS

SITE	LOCATION	PRICE PER MONTH
M-1 (9 Medians) (1 Monument)	Central Ave. between Chino Ave. & Riverside Dr.	\$ 111.66
	6,662 sq. ft. hardscape	\$ 231.23
	8,636 sq. ft. artificial turf	\$ 182.52
	1,233 sq. ft. planter	\$ 525.41 -
	TOTAL: 16,531 sq. ft. TOTAL	
M-2 (7 Medians)	Central Ave. between Riverside Dr. & Walnut Ave.	\$ 97.21
	5,800 sq. ft. hardscape	\$ 81.00
	3,025 sq. ft. artificial turf	\$ 22.76
	135 sq. ft. planter	\$ 200.97 -
	TOTAL: 8,960 sq. ft. TOTAL	
M-3 (4 Medians) (2 Monuments)	Central Ave. between Walnut Ave. & Philadelphia St.	\$ 114.48
	6,830 sq. ft. hardscape	\$ 215.73
	8,057 sq. ft. artificial turf	\$ 192.76
	1,412 sq. ft. planter	\$ 522.97 -
	TOTAL: 16,299 sq. ft. TOTAL	
M-4 (5 Medians)	Central Ave. between Philadelphia St. & Francis Ave.	\$ 108.64
	6,482 sq. ft. hardscape	\$ 273.89
	10,229 sq. ft. artificial turf	\$ 69.98
	980 sq. ft. planter	\$ 452.51 -
	TOTAL: 17,691 sq. ft. TOTAL	
M-5 (3 Medians) (1 Monument)	Central Ave. between Francis Ave. & Phillips Blvd.	\$ 79.31
	4,732 sq. ft. hardscape	\$ 463.22
	17,300 sq. ft. artificial turf	\$ 34.14
	165 sq. ft. planter	\$ 576.67 -
	TOTAL: 22,197 sq. ft. TOTAL	
M-6 (5 Medians) (1 Monument)	Philadelphia St. between Central Ave. & Benson Ave.	\$ 139.57
	8,327 sq. ft. hardscape	\$ 169.54
	6,332 sq. ft. artificial turf	\$ 51.78
	539 sq. ft. planter	\$ 360.89 -
	TOTAL: 15,198 sq. ft. TOTAL	

M-7 (2 Medians)	Walnut Ave. between Central Ave. & Tenth St. Median Shrubs	10.61	
	633 sq. ft. hardscape	\$	
	72 sq. ft. planter	\$ 22.76	
	TOTAL: 705 sq. ft.	TOTAL	\$ 33.37
M-8 (2 Medians) (1 Monument)	Ramona Ave. between Chino Hills Pkwy. & Corporate Center Ave.	13.41	
	800 sq. ft. hardscape	\$	
	448 sq. ft. artificial turf	\$ 12.00	
	220 sq. ft. planter	\$ 348.32	
	TOTAL: 1,468 sq. ft.	TOTAL	\$ 373.73 -
M-9 (1 Median)	Tenth St. between Guardian Way & Walnut Ave.	22.76	
	294 sq. ft. planter	\$	
	TOTAL: 294 sq. ft.	TOTAL	\$ 22.76 -
M-10 (1 Median)	Guardian Way between Vernon Ave. & Saybrook Ave.	156.01	
	1,890 sq. ft. planter	\$	
	TOTAL: 1,890 sq. ft.	TOTAL	\$ 156.01 -
M-11 (2 Medians)	Edison Ave. between Central Ave. & Oaks Ave.	83.38	
	4,975 sq. ft. hardscape	\$	
	4,194 sq. ft. artificial turf	\$ 112.30	
	9,404 sq. ft. planter	\$ 1,137.93	
	TOTAL: 18,573 sq. ft.	TOTAL	\$ 1,333.61 -
M-12 (2 Medians)	Edison Ave. between Oaks Ave. & Mountain Ave.	22.74	
	1,357 sq. ft. hardscape	\$	
	402 sq. ft. artificial turf	\$ 10.76	
	2,604 sq. ft. planter	\$ 287.67	
	TOTAL: 4,363 sq. ft.	TOTAL	\$ 321.17 -
M-13 (1 Medians)	Edison Ave. between Mountain Ave. & Cypress Ave.	16.59	
	990 sq. ft. hardscape	\$	
	954 sq. ft. artificial turf	\$ 25.54	
	1,638 sq. ft. planter	\$ 295.86	
	TOTAL: 3,582 sq. ft.	TOTAL	\$ 337.99 -

*All medians with artificial turf will be maintained once per week (Wednesday or Thursday).

TOTAL PRICE FOR MEDIANS PER MONTH	\$ 5,218.06
TOTAL PRICE FOR MEDIANS ANNUALLY	\$ 62,616.72

MAINTENANCE PRICE PER SQUARE FOOT, FOR ADDITIONAL AREAS ADDED TO THE AGREEMENT	\$0.041 / month
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CATEGORY II - RESERVOIRS AND WELL SITES

RESERVOIR SITE NO.	LOCATION (PERIMETER LANDSCAPE)	SQ. FT.	PRICE PER MONTH
R-3	11840 Benson Ave. (Benson south of Francis)	2,430	\$ 257.29
R-4	5251 Phillips Blvd. (S/W/C of Phillips & Central)	14,950	\$ 900.00
R-5	10762 State St. (Montclair) (S/W/C of State & Benson)	4,800	\$ 22.76
E.S.T.P.	Eastside Water Treatment Plant 7537 Schaefer Ave., Ontario, 91762	25,000	\$ 702.31
WELL SITE NO.	LOCATION (PERIMETER/INTERIOR LANDSCAPE)	SQ. FT.	PRICE PER MONTH
W-19	13351 Mountain Ave. (Westside of Mountain View Park)	5,625	\$ 227.59

TOTAL PRICE FOR RESERVOIRS & WELL SITE PER MONTH	\$ 2,109.95
TOTAL PRICE FOR RESERVOIRS & WELL SITE ANNUALLY	\$ 25,319.40

MAINTENANCE PRICE PER SQUARE FOOT, FOR ADDITIONAL AREAS ADDED TO THE AGREEMENT	\$ 0.041/ month
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TOTAL ANNUAL PRICE FOR MEDIANS, RESERVOIRS, AND WELL SITES	\$ 87,936.12
AS-NEEDED EXTRAORDINARY ANNUAL AMOUNT	\$ 10,000.00

EXTRA WORK

To be paid on a time and materials basis. Total price, in writing, will be required before authorization of Work in this category.

LABOR	PRICE PER HOUR
Foreman/Crew Leader	\$ 65.00
Worker/labor	\$ 48.00
Irrigation Specialist	\$ 75.00
Additional employee classifications: Tree Trimmer	\$ 120.00

EQUIPMENT	PRICE PER HOUR
Pickup Truck	\$ 13.00
Flatbed Truck	\$ 15.00
Additional Equipment classifications:	\$ Per request

ADDITIONS TO THE SYSTEM

Additions to the system as needed and requested by the City. Price per square foot is required and shall be entered on the appropriate line for each Proposal Category.

ADDITIONS TO THE SYSTEM (PER SQUARE FOOT)	COST FOR ADDITIONAL ITEMS AT VARIOUS LOCATIONS
Aeration	\$ 0.02/ sq ft
Artificial Turf Maintenance	\$ 0.03/ sq ft/ month
Dethatching	\$ 0.04/ sq ft
Fertilization of Turf, Shrubs, & Ground Cover	\$ 0.02/ sq ft
Ground Cover Trimming	\$ 0.02 / sq ft/ month
Hard Surface Cleaning	\$ 0.03/ sq ft/ month
Hard Surface Power Wash	\$ 0.05/ sq ft/ month
Overseeding	\$ 0.045/ sq ft
Reseeding	\$ 0.045/ sq ft
Shrub Pruning	\$ 0.03 / sq ft/ month
Tree trimming	\$ N/A per Sq Ft \$120.00/ Hr
Turf Mowing	\$ 0.01 / sq ft/ month
Vine & Hedge Trimming	\$ 0.03 / sq ft/ month
Litter & Debris Pick up	\$ 0.02 / sq ft/ month

EXTRAORDINARY WORK

Materials will be reimbursed at Contractor's cost or purchased by the City and supplied to the Contractor at the discretion of the Public Works Services Manager.

UNIT DESCRIPTION	UNIT PRICE
Individual Tree Trimming	\$ 350.00 each
Complete Tree and Stump Removal	\$ 60.00 / Diameter inch
Stump Removal Only	\$ 17.00 / Diameter Inch
Tree Planting	\$ Per Proposal (varies)
15 Gallon With Root Barrier	\$ 220.00 each
15 Gallon Without Root Barrier	\$ 120.00 each
24 Gallon With Root Barrier	\$ 650.00 each
24 Gallon without Root Barrier	\$ 550.00 each
Watering	\$ 75.00 per hour
Emergency Work Call-Out	\$ 100.00 per hour

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Contractor shall perform all services and deliver all work products timely in accordance with the schedule attached hereto as Exhibit “D-1”.**

- II. The Project Manager may approve extensions for performance of the services in accordance with Section 3.2.**

EXHIBIT “D-1”

SCHEDULE OF PERFORMANCE

Weekly Service Schedule

MLI proposes a 2-person dedicated crew servicing all designated areas 2 days per week on a fixed schedule approved by the City prior to contract commencement. The structure below illustrates the proposed service day allocation. Exact days of the week will be confirmed with the Public Works Services Manager at the kick-off meeting.

Visit Day (Per approved)	Service Type	Hours	Notes
Day 1 (Mon/Tue)	Turf mowing, edging, clipping removal	7:00 a.m. – 4:00 p.m.	Per City operating hour requirements
Day 1 (cont.)	Hardscape blow-off, litter removal, drain check	Concurrent	All areas cleared same day
Day 2 (Thu/Fri)	Irrigation check, weed control, shrub/tree care	8:30 a.m. – 3:00 p.m. (major streets)	Traffic control deployed as required
Day 2 (cont.)	Pest inspection, spot treatments, reporting	Concurrent	Daily Activity Report submitted

Annual Maintenance Schedule

The table below identifies all required maintenance tasks, their frequency, and the quarters in which they are performed. Filled circle (●) = task performed this quarter; half circle (◐) = task performed in specific months within the quarter; dash (-) = not scheduled this quarter. All seasonal task dates comply with RFP Section F specifications.

Task	Frequency	Jan–Mar	Apr–Jun	Jul–Sep	Oct–Dec
Mowing & Edging (turf areas)	Weekly	●	●	●	●
Hardscape Sweep / Blow-off	Weekly	●	●	●	●
Litter & Debris Removal	Weekly	●	●	●	●
Irrigation Walk-through Check	Weekly	●	●	●	●
Drain & Grate Inspection	Weekly	●	●	●	●
Full Irrigation System Test	Monthly	●	●	●	●
Irrigation Schedule Submission	Monthly	●	●	●	●
Weed Control (pre/post-emergent)	Monthly	●	●	●	●

Task	Frequency	Jan–Mar	Apr–Jun	Jul–Sep	Oct–Dec
Pest/Rodent Inspection & Treatment	Monthly	•	•	•	•
Daily Activity Reports to City	Every visit	•	•	•	•
Shrub & Ground Cover Pruning	As needed / quarterly	•	•	•	•
Tree Trimming (up to 18 ft clearance)	1× per year	–	•	–	–
Pre-Emergent Crabgrass (fescue)	Jan 15–Feb 15	•	–	–	–
Broadleaf Pre-Emergent	Nov 1–30	–	–	–	•
Broad-Spectrum Fungicide	Dec & Jun	●	●	–	●
Fertilization – Turf (90-day cycle)	4× per year	•	•	•	•
Fertilization – Trees & Shrubs	Apr & Nov	–	•	–	•
Fertilization – Ground Cover	Apr & Nov	–	•	–	•
Aeration	2× per year	●	●	–	•
Dethatch / Scalp	Oct 1–Nov 30	–	–	–	•
Overseed (perennial rye)	Oct 30–Nov 30	–	–	–	•
Smart Irrigation Seasonal Adjust	Spring & Fall	–	•	–	•

All proposed schedule modifications — including those due to inclement weather — will be submitted to the Public Works Services Manager for approval prior to implementation. Missed turf maintenance operations due to weather will be rescheduled and completed within 3 working days. Operations not completed within the required timeframe will be deducted from the monthly billing statement per RFP Section F requirements.