

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
CITY OF TEMECULA AND INLAND EMPIRE PROPERTY SERVICES
WEED ABATEMENT SERVICES**

THIS AGREEMENT is made and effective as of April 8, 2025, between the **City of Temecula**, a **municipal corporation** (hereinafter referred to as "City"), and **Inland Empire Property Services, a Corporation** (hereinafter referred to as "Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **July 1, 2025**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2028, unless sooner terminated pursuant to the provisions of this Agreement.

The City may, upon mutual agreement, extend the contract for two (2) additional one (1) year term. In no event shall the contract be extended beyond June 30, 2030.

2. SERVICES

Contractor shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

Contractor shall faithfully and competently exercise the ordinary skill and competence of members of their profession. Contractor shall employ all generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

4. PREVAILING WAGES

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Agreement from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Contractor shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1720, 1725.5, 1771.1(a), 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any subcontractor under him, in violation of the provisions of the Agreement. This project, work, or service will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1771.4.

5. REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS

Registration with the Department of Industrial Relations (DIR) is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Contractor and any subcontractors must be registered with the Department of Industrial Relations to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor and subcontractors will be required to provide proof of registration with the DIR. For more information regarding registration with the Department of Industrial Relations, refer to <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

6. PAYMENT

a. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. This amount shall not exceed **one hundred seventy-five thousand dollars and zero cents (\$175,000.00)** annually, **for the total term of the agreement of eight hundred seventy-five thousand dollars and zero cents (\$875,000.00) for the total of the agreement unless** additional payment is approved as provided in this Agreement.

b. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager . Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

c. Contractor will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees.

If the City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Contractor shall provide receipts on all reimbursable expenses in excess of fifty dollars (\$50) in such form as approved by the Director of Finance.

7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or

terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City, pursuant to Section entitled "**PAYMENT**" herein.

8. DEFAULT OF CONTRACTOR

a. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

b. If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. OWNERSHIP OF DOCUMENTS

a. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

10. INDEMNIFICATION

The Contractor agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency.

11. INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons and/or damages to property, which may arise from or in connection with the performance of the work hereunder and the results of work by the Contractor, its agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operation, property damage, bodily injury, and personal & advertising with limits no less than One Million (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code8) and non-owned autos (Code 9), with limits no less than One Million (\$1,000,000) per accident for bodily injury, including death, of one or more persons, property damage and personal injury.

3) Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One million (\$1,000,000) per accident for bodily injury or disease. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to it's employees. Pursuant to Labor Code Section 1861, Vendor must submit to City the following certification before beginning any work on the Improvements:

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.

By executing this Agreement, Contractor is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers.

4) Professional Liability (Errors and Omissions): One million dollars (\$1,000,000) per occurrence and in aggregate. Professional Liability Insurance shall be written on a policy form providing professional liability for the Contractor's profession.

b. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by the Risk Manager.

c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor's products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor Insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers.

2) For any claims related to this project, the Contractor insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.

3) The Contractor may use Umbrella or Excess Policies to provide the limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability Insurance.

4) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect the indemnification provided to the City of Temecula, the Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers.

5) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6) If the Contractor's maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

7) If insurance coverage is canceled or, reduced in coverage or in limits the Contractor shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

8) Unless otherwise approved by City, if any part of the Services and Tasks is subcontracted, the Minimum Insurance Requirements must be provided by, or on behalf of, all subcontractors even if city has approved lesser insurance requirements for Contractor, and all subcontractors must agree in writing to be bound by the provisions of this section.

d. Acceptability of Insurers. Insurance required above, except for workers' compensation insurance, must be placed with insurers with a current A.M. Best rating of A-: VII or better, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

e. Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

f. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. INDEPENDENT CONTRACTOR

a. Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

13. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

14. RELEASE OF INFORMATION

a. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or

other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

b. 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 or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/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, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address: City of Temecula
Attn: City Manager
41000 Main Street
Temecula, CA 92590

To Contractor: **Inland Empire Property Services**
Attn: Charles Maciel
P.O. Box 9908
Moreno Valley, CA 92552

16. ASSIGNMENT

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

17. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

18. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

19. PROHIBITED INTEREST

No officer, or employee of the City of Temecula that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-contractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Temecula that has participated in the development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof, or in the business of the Contractor or Contractor's sub-contractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AUTHORITY TO EXECUTE THIS AGREEMENT

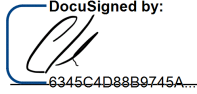
The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

Inland Empire Property Services

By: _____
Brenden Kalfus, Mayor

By:  4/1/2025
Charles Maciel, President

ATTEST:

By: _____
Randi Johl, City Clerk

By:  4/1/2025
Serena Maciel, Chief Financial Officer

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONTRACTOR

Inland Empire Property Services, Inc.

Attn: Charles Maciel

P.O. Box 9088

Moreno Valley, CA 92552

Gotweeds@msn.com

951-924-6905

EXHIBIT A

Tasks to be Performed

The specific elements (scope of work) of this service include:

The contractor shall provide Weed abatement services to the City of Temecula in accordance with Exhibit A which consists of Part 1 Procedures, Part 2 Instructions, Conditions, and Legal Requirements.

PART 1: PROCEDURES

TRACTOR MOWING

1. **General** mowing of vegetative ground cover may be accomplished provided that an approved, heavy duty mower is used, and that the vegetation is cut to a distance of no higher than four (4") inches from the solid surface and as close to adjoining improvements as possible. Contractor shall mow at an appropriate speed to effectively mow the vegetation but not so fast that it knocks the weeds down permitting them to stand back up days later.
2. **Operation and Maintenance** – Tractor mowers will be operated by a qualified, cooperative, experienced operator. They will be operated and maintained in good condition by the contractor at his expense and on his own time.
3. **Safety Shields** – All tractor mowers are to be equipped with safety shields to prevent or reduce the throwing of rocks or other material that could result in injury or damage to private property.
4. **Clean up of Streets and Sidewalks** – All streets and sidewalks are to be left in a clean condition. Necessary tools for cleaning streets and sidewalks are to be available on the job site. The charge for this operation shall not be separate, but will be included in the unit price for cleaning the parcel. At a minimum, clean up shall be consistent with current NPDES regulations.
5. **Discing** Weed abatement by discing shall not be an approved method of hazardous vegetation removal.
6. **Dust Control** – During windy conditions, the firm shall postpone work until the wind subsides or watering is provided to minimize blowing dust.
7. **Fire Fighting Safety Equipment** – All tractors are to be equipped with an approved spark arrestor when not equipped with turbo charger and also an approved 2-1/2 gallon pressurized water type fire extinguisher and shovel.
8. **Transport Truck** – The transport truck for hauling the tractor and mower shall be of suitable size and horsepower to easily maneuver and negotiate all terrain traveled to reach the job sites. Transports should have a tilt type bed for easy loading and unloading. All equipment must meet highway specifications and safety regulations. Trucks will be in

good mechanical condition and will be operated and maintained at the expense of the firm and at a time before or after working hours.

9. **Flagman** – If required or necessary for any reason, the firm will furnish, at no expense to the City, flag persons for loading and unloading of equipment.

EQUIPMENT - The primary equipment allowed for weed abatement will be tractors with mowers. The use of non-authorized equipment or methods will result in non-payment by the City. The Contractor shall furnish tractors, mowers, etc in all areas suitable to complete the job of mowing the property. The Contractor shall also provide transportation to and from the job sites for his equipment and all necessary fuel, etc. shall be furnished at his/her own expense.

STANDARD FOR CLEARING The purpose of removal is for the reduction of fire and safety hazards and will be accomplished by turning under and mixing weeds with the soil or by mowing, hauling, trimming, and grubbing using manual labor or by any combination of methods that are approved and included in the scope of the contract. All clearing must meet the specifications of the Hazard Reduction Program and must be approved in writing by the Code Manager or his designee.

1. **Method of Clearing** – Parcels of five (5) acres and less will be cleared completely. Where the acreage consists of more than five (5) continuous acres, a one hundred (100) foot wide strip shall be cleared at the perimeter of the property, and through the remainder of the property there shall not be any portion of land larger than two and one-half (2-1/2) acres which is not enclosed by itself within such a strip, which shall be a fire break. If the clearing is made in accordance with this standard, the payment will be based on fifty (50) percent of the total square footage of the parcel. It may be determined that only a portion of a parcel exceeding five (5) acres needs to be cleared to adequately provide the necessary fire protection to the surrounding improvements. In these cases, payment would be based on actual square footage mowed. The Code Manager or his designee will make this determination when necessary.

HAND CLEANING AND HAULING

1. **General** – Whenever it is impractical by reason of topography, location of trees, shrubbery, buildings, fences or type of vegetative cover to use a tractor mower and when authorized by the Code Manager, or designee, the vegetation shall be removed or thinned by hand labor using hand labor type tools. Handcrews shall consist of not less than two people. Additional manpower may be used, however no additional compensation will be allowed.

2. **Disposal of Cuttings** – The excess accumulated material cut down by hand labor shall be disposed of by hauling the material to the nearest County landfill site, or an approved “clean green waste” compost facility.

3. **Required Tools and Equipment** – The contractor shall furnish all hand tools, power equipment and safety equipment necessary to accomplish the specified work.

4. **Hauling Trimmings** – Hauling of trimmings due to hand cleaning are considered one and of the same type of operation and therefore billing will be considered the same.

5. **Type of Work Authorized** – The amount of work and type of work to be performed shall be under the direction of, and only with, the authorization of the Code Manager or his designee.

6. **Hand Cleaning Charges to Include Loading** – Hand cleaning charges on parcels to be cleaned will include the loading of vegetative materials that are to be removed to the nearest landfill site or compost facility. Removal charges can be added if a landfill tipping fee receipt is presented with the billing.

7. **Travel time to Landfill** – Travel time to and from the landfill or compost facility shall not be charged. The contractor's charge for the truck are included as part of the rate.

RUBBISH, REFUSE AND DIRT

1. **General** – Whenever it is impractical by reason of location of rubbish, refuse, and dirt to use a tractor mower and when authorize by the Code Manager or his designee, the rubbish, refuse, and dirt shall be removed. The degree of removal to be accomplished on any parcel will be specified by the Code Manager or his designee. Definition of rubbish, refuse, and dirt are as follows, discarded asphalt and concrete, abandoned foundations, litter, trash, trees, piles of dirt; making clearing the parcel impossible. Contractor shall photograph the debris prior to removal and a second photograph shall show the trash in the haul away vehicle for comparison. Photographs shall show the date and Assessor's Parcel Number. Digital photographs are the only acceptable method of documentation.

2. **Disposal of Rubbish, Refuse, and Dirt** – The material shall be disposed of by hauling the material to the nearest County landfill site.

3. **Required Tools and Equipment** – The contractor shall furnish all equipment necessary to accomplish the specific work.

4. **Charges: Rubbish, and Refuse** – The charge for clearing of rubbish and refuse from a parcel will include the cleaning and loading of the materials that are to be removed to the landfill site and the hauling of the materials to the landfill site are considered one and of the same type of operation and therefore billing will be considered the same.

5. **Travel Time to Landfill** – Travel time to and from the landfill shall not be charged. This charge is included in the rate.

6. **Exceptions** – Any exceptions to the foregoing regulations will be at the discretion of the Code Manager or his designee, should special circumstances exist.

PART 2: INSTRUCTIONS, CONDITIONS, and LEGAL REQUIREMENTS

1. All services provided by the Contractor shall be performed in strict accordance with the City of Temecula Municipal Code 8.16 and the California Fire Code, as adopted by Chapter 15.16 of the Temecula Municipal Code, as they now exists or may hereafter be amended.

2. Contractor shall identify those services, if applicable, that will be out-sourced to a subcontractor. The prime Contractor will be responsible for verifying the qualifications and validity of all licenses, permits and quality of work for any out sourced work to sub-Contractors. The work shall be done in compliance with the most recent version of the Fire Code, adopted by ordinance of the City Council. The prime Contractor is also responsible for paying its employees and any sub-Contractors the prime Contractor hires.

3. All work performed shall be done in a prompt, thorough, lawful and professional manner. Contractor shall perform work in accordance with all applicable Federal, State and local laws, labor laws, rules, ordinances, regulations and permit conditions. Selected Contractor is also responsible for complying with all OSHA standards and COSHA standards and requirements. If Contractor outsources any work or job to a sub-Contractor, it will be the prime Contractor's responsibility to ensure that all sub-Contractors meet the requirements as stated in this RFP. The contracting firm shall at all times take precautions (where necessary) to insure the protection of the public are met. The Contractor shall review and be familiar with the conditions of approval of the weed abatement permit issued by the Federal Fish and Wildlife Service related to weed abatement on sensitive habitats.

4. The contractor shall be an independent contractor, and nothing shall be construed to cause the Contractor to be deemed or represent itself as an agent or employee of the City.

5. The Contractor shall be excused from performance hereunder during the time and the extent that he/she is prevented from obtaining, delivering, repairing, or performing in the customary manner, by acts of God, fire, war, strike, and loss or shortage of transportation facilities. Contractor shall provide the City satisfactory evidence that non-performance is due to other than fault or negligence on the Contractor's part.

6. The selected Contractor agrees to maintain a City of Temecula Business License for the duration of the contract.

7. All work shall be done by qualified personnel. Contractor shall provide copies of all Federal, State, County and City licenses or certificates required by this contract.

8. Contractor agrees that all service by the contractor shall be to the satisfaction of the Code Manager or his designee. In the event that the Contractor defaults on performance of any of these requirements, then the City shall have the right to terminate this agreement upon thirty (30) days written notice delivered to the Contractor by certified mail or courier. The Contractor shall maintain the contract during the termination period. Termination of the contract will not relieve the Contractor of any liability to the City for damages sustained by the City because of any breach of contract by the Contractor, and the City may withhold any payments to the Contractor until such time as the exact amount of damages due the City from the Contractor is determined.

9. The City reserves the right to add or eliminate parcels and neighborhoods to the scope of work of the Weed Abatement Contract, as circumstances require. Contractor agrees pricing will be the same for any additional parcels.

10. The Contractor shall take clear and concise pictures of the area demonstrating need for abatement and shall submit photos to the Code Manager or his designee along with billing summary/invoice. The photos will be taken immediately "before" and "after" abatement work is done and submitted to the department. If pictures do not show justification of charge, payment will not be made. Each picture shall include time and date picture was taken and reference the parcel number represented. Digital photographs are the only acceptable method of documentation. Each "after" picture shall be taken from the same location as the "before" photo, and shall include some outstanding landmark.

11. The contractor shall not miss more than two (2) consecutive days or more than five (5) days out of a twenty (20) day period, when work has been assigned, regardless of the reasons

(i.e., equipment failure, illness, etc.)

12. In case of default by the Contractor, the City may procure the work or services from an alternate firm. The City may deduct any excess cost from any unpaid balance due the assigned Contractor, or may bill for the same at the City's discretion. The prices paid by the City, in such events shall be considered the prevailing market price at the time of purchase.

13. The work, labor and/or materials which the contractor proposed to furnish to the City must comply in all respects with the appropriate equipment and safety regulations of all Federal, State and local regulatory commissions whether such equipment or safety features have been specifically outlined or required in these specifications or not.

14. Where there are locked gates to the property, the firm will be given instructions on how to enter the property. The firm will be responsible for any damage done not in accordance to given instructions.

15. All mowing or other services must be done during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday except City recognized holidays. The Contractor shall not charge a premium for rate for Saturday work.

16. **Complaints** – The contractor will be responsible for promptly answering inquiries and complaints of the Code Manager or his designee or private property owners or citizens relative to any work, charges, damage or any other questions that may arise as a result of abatement operations by the contractor.

17. Operations may be suspended at any time by the Code Manager, or his designee, until appropriate corrective measures are taken, if any, of the conditions set forth in this contract are found to exist.

18. **Final Decisions** – All scheduling of cleaning operations will be determined by the Code Manager or his designee. At any time during the cleaning operations, should a controversy arise as to the number of lots cleaned, the amounts of work done, or not to be done, or the size of parcels cleaned by the contractor, the matter will be studied and explained fully and the decision made by the Code Manager, or his designee, shall be final.

19. **Reports of Damage** – The contractor will promptly notify the Code Manager, or his designee of any damage to private property as a result of abatement operations.

20. **Transportation** – All transportation of equipment and personnel to and from the job site will be arranged by the contractor.

21. **Sanitary Facilities** – The contractor shall be responsible for making available the sanitary facilities necessary for all his personnel. Aforementioned sanitary facilities shall meet the standards of State and local law.

22. **Parking Equipment** – The contractor shall make arrangements for parking sites for his equipment at night and on Sundays or holidays. Equipment shall not be parked or stored on private property without the express permission of the property owner.

23. **Removal of Private Property** – Under no condition will the contractor or his agent or workmen remove any item or items from any private property except that which has been

authorized by the Code Manager, or his designee.

24. **Operations** – The contractor is required to provide sufficient operable equipment, replacements, and personnel during hazard abatement cleaning as deemed necessary by the Code Manager, or his designee. Removal of any such equipment designated to the Abatement Program without an immediate replacement must be approved by the Code Manager, or his designee.

25. **Termination of Operations** – Final authorization to terminate abatement operations will be made by the Code Manager, or his designee.

26. **Furnish Manpower and Equipment** – The contractor shall furnish all supervision, labor, materials, equipment and tools such as, but not limited to tractors, trucks, mowers, whip hoes, rakes and other tools and equipment as required for the removal of weeds, debris and vegetative growth from parcels, within the City of Temecula.

27. **Unauthorized Work** – Payment will not be made to the contractor for work accomplished that was not authorized by the Code Manager, or his designee.

28. **Interpretation of Specifications** – Should it appear that any matter relative to these specifications has not been sufficiently detailed or explained, the Contractor shall contact the Code Manager, or his designee for clarification. In the event that satisfaction has not been reached, the contractor may appeal to the Code Manager, or his designee.

29. **Error or Omission of Specifications** – The contractor will not be allowed to take advantage of any error or omission in these specifications and plans. Full instructions will always be given by the Code Manager, or his designee, when such error or omission is discovered.

30. **Supervision Furnished by Contractor** – the Contractor, at his own expense shall be responsible for providing qualified Supervision in all areas of operations. All supervisors must be experienced and verbally capable of communicating with the Code Manager, or his designee. The Supervisor will make necessary reports and work directly with the Code Manager, or designee, and scheduling the work.

EXHIBIT B

Payment Rates and Schedule

Cost for services shall be as per Contractor’s proposal attached hereto and incorporated herein as though set forth in full but in no event shall the total cost of services exceed \$875,000.00 for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.

**CITY OF TEMECULA CALIFORNIA RFP FOR WEED ABATEMENT SERVICES
INLAND EMPIRE PROPERTY SERVICES, INC.**

**EXHIBIT B
PRICE PROPOSAL**

| Item Description | Price | Notes |
|----------------------------|-------------|--|
| MOWING | \$210 | PER ACRE |
| MOWING MIN CHARGE | \$250 | PARCELS LESS THAN 1 AC INCLUDES HAND WEED EATING |
| HAND WEED EATING | \$75 | PER MAN PER HOUR |
| TREE TRIMMING | \$75 | PER MAN PER HOUR |
| DUST CONTROL | \$300 | PER HOUR/ PLUS WATER COST |
| SPECIAL EQUIPMENT - BOBCAT | \$400 | PER HOUR / 4 HOUR MIN |
| SPECIAL EQUIPMENT - DOZER | \$950 | PER HOUR / 4 HOUR MIN |
| TRASH REMOVAL | \$145 | PER CUBIC YARD |
| DEAD VEGETATION REMOVAL | \$145 | PER CUBIC YARD |
| CONCRETE REMOVAL | \$350 | PER TON |
| BAGS OF TRASH REMOVAL | \$35 | PER BAG |
| DUMP FEES | ACTUAL COST | RECEIPT REQUIRED |
| ADMINISTRATION FEES | \$25 | PER INVOICE WILL INCLUDE: <ul style="list-style-type: none"> • 2 INVOICE COPIES • 1 CONTRACTOR WORKSHEET • A MAP OF COMPLETED PROPERTY • AT LEAST 2 BEFORE AND 2 AFTER PHOTOS • SUBMITTED IN A SECURE TAB FILE FOLDER |