

**AGREEMENT FOR MINOR MAINTENANCE SERVICES BETWEEN  
CITY OF TEMECULA AND LAWNSCAPE SYSTEMS, INC.**

**THIS AGREEMENT** is made and effective as of **November 29, 2022**, between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **Lawnscape Systems, Inc.**, 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 **November 29, 2022**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2027**, unless sooner terminated pursuant to the provisions of this Agreement.

**2. SCOPE OF WORK**

Contractor shall perform all of the work described in the Scope of Work, attached hereto and incorporated herein as Exhibit A. ("Work"), and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the Work. All of said Work to be performed and materials to be furnished for the Work shall be in strict accordance with the specifications set forth in the Scope of Work, Exhibit A.

**3. 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 Million, Two Hundred Fifty Thousand Dollars (\$1,250,000)** for the total term of this 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.

**4. 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.

**5. CITY APPROVAL**

All labor, materials, tools, equipment, and services shall be furnished and work performed and completed subject to the approval of City or its authorized representatives.

**6. WAIVER OF CLAIMS**

On or before making final request for payment under Paragraph 3 above, Contractor shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. The acceptance by Contractor of the final payment shall constitute a waiver of all claims against City under or arising out of this Agreement, except those previously made in writing and request for payment. Contractor shall be required to execute an affidavit, release and indemnify Agreement with each claim for payment.

**7. 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.

**8. 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>

## **9. 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.

## **10. 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.

## **11. 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.

## 12. INSURANCE REQUIREMENTS

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

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

1) Insurance Services Office Commercial General Liability Form No. CG 00 01 11 85 or 88.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.

b. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1) General Liability: Two Million (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: One Million (\$1,000,000) per accident for bodily injury and property damage.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed Twenty Five Thousand Dollars and No Cents (\$25,000).

d. Other Insurance Provisions. The general liability and automobile liability 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 insured's, as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, and the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers. Any insurance or self-insured 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.

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

4) 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.

5) Each insurance policy required by this agreement shall be endorsed to state: should the policy be canceled before the expiration date the issuing insurer will endeavor to mail thirty (30) days' prior written notice to the City.

6) 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.

e. Acceptability of Insurers. Insurance is to 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.

f. Verification of Coverage. Contractor shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

g. By executing this Agreement, Contractor hereby certifies:

I am aware of the provision of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workman's Compensation or 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.

### **13. TIME OF THE ESSENCE**

Time is of the essence in this Agreement.

### **14. 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.

#### **15. 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.

#### **16. CONTRACTOR'S INDEPENDENT INVESTIGATION**

No plea of ignorance of conditions that exist or that may hereafter exist or of conditions of difficulties that may be encountered in the execution of the work under this Agreement, as a result of failure to make the necessary independent examinations and investigations, and no plea of reliance on initial investigations or reports prepared by City for purposes of letting this Agreement out to proposal will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all requirements of this Agreement. Nor will such reasons be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

#### **17. 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.

#### **18. BOOKS AND RECORDS**

Contractor's books, records, and plans or such part thereof as may be engaged in the performance of this Agreement, shall at all reasonable times be subject to inspection and audit by any authorized representative of the City.

#### **19. UTILITY LOCATION**

City acknowledges its responsibilities with respect to locating utility facilities pursuant to California Government Code Section 4215.

## **20. REGIONAL NOTIFICATION CENTERS**

Contractor agrees to contact the appropriate regional notification center in accordance with Government Code Section 4215.

## **21. DISCRIMINATION**

Contractor represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age, or handicap.

## **22. WRITTEN NOTICE**

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:** Lawnscape Systems, Inc.  
Attn: Carl Clifton  
5215 State Street  
Montclair, CA 91763

## **23. 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.

## **24. 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.

## **25. 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.

**26. 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.

**27. 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**

**LAWNSCAPE SYSTEMS, INC.**

*(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)*

By: \_\_\_\_\_  
Matt Rahn, Mayor

By:  \_\_\_\_\_  
Carl Clifton, President

**ATTEST:**

By: \_\_\_\_\_  
Randi Johl, City Clerk

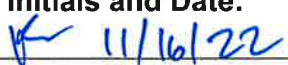
By:  \_\_\_\_\_  
Richard Wills, Vice President

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Peter M. Thorson, City Attorney

**CONTRACTOR**

Lawnscape Systems, Inc.  
Attn: Carl Clifton  
5215 State Street, Montclair, CA 91763  
Ph.: 909-208-2200  
Email: carl@lawnscape.com

City Purchasing Mgr.  
Initials and Date:  


# EXHIBIT "A"

## SCOPE OF WORK

Contractor recognizes and agrees that this Agreement is for the purpose of establishing a contractual relationship between the **City of Temecula** and the Contractor, for weed abatement services, and a variety of general maintenance services to include, but not limited to, mowing, sweeping, spraying, product/materials, pest control, litter removal, and other/additional work as requested by city staff/representative as necessary to meet City needs, at the various locations upon real and personal property of the City. Work will also include maintenance services, and emergency call-out services, as requested. The procedure for assigning work is set forth as follows:

1. The City Manager or his designee shall submit to Contractor a written "Request for Work". The Request for Work shall include a description of the work to be completed, the time for completion of the work, and the plans and specifications, if any, work.

2. Within five (5) business days of the date of the Request for Work, Contractor shall respond in writing to the Request for Work and advise the City Manager whether it can perform the work and specify the cost of material which will be required and the estimated cost of labor and equipment necessary to complete the work in accordance with the labor and equipment rates set forth in Exhibit "B" to this Agreement.

3. In the event emergency work is required, the City Manager may transmit the Request for Work orally to the Contractor. As soon as practical following the emergency, the Contractor and Director shall in good faith confirm in writing the scope of the emergency work undertaken.

4. Upon acceptance of the Contractor's response by the City Manager, the Contractor shall proceed with the work. The performance of the work shall be pursuant to the terms of this Agreement.

### A. Weed Abatement Maintenance Specification

- Disking - Weed abatement by disking shall be accomplished by cultivating with a double-throw disc at sufficient depth turning and loosening the soil, placing all weeds under the soil surface. Disking is the plowing of weeds using reasonable care so as to not disturb under/over ground utilities, destruction to fencing, buildings, equipment, supplies or adjoining land, including fire due to reckless/negligent of land. The requirement for the finished product shall be clearance between the property that has the debris and other adjoining parcels of land.
- Cross Disking - Where the nature of soil is such that it is not receptive to the cutting edge of the disk the area shall be cross-disked to reduce the magnitude of any exposed combustibles.
- Dust Control - It shall be the Contractor's sole responsibility to comply with Federal, State and Local laws, Regulations and Ordinances including but not limited to South Coast Air Quality Management Division (SCAQMD) Rule 403.

## B. Weed Control - Spraying

- The Contractor shall perform spraying on City properties to prevent weed growth. Spraying shall consist of (1) use of a pre-emergent herbicide to prevent weed growth during the growing season following application, and (2) use of a systematic herbicide to kill regrowth and/or summer weeds. Soil storylands may not be used unless directed by the City.
- It shall be the Contractor's responsibility to apply herbicides as necessary to keep all properties appropriately free of weeds throughout the year. Weeds shall not exceed a maximum two (2) inches in height. It is the Contractor's responsibility to control summer weeds such as, but not limited to Russian thistle, puncture vine, morning glory, anise, kikuyu grass, and Bermuda grass. It is also the Contractor's responsibility to control perennial and/or woody plants such as but not limited to: blackberry and coyote brush.
- It shall be the Contractor's responsibility to determine the most appropriate times of the year to apply herbicides, fungicides, and pre-emergent.
- It is the Contractor's responsibility to independently monitor all contract areas and perform touch-up spraying. Monitoring shall as a minimum include a weekly physical inspection of spray areas. Touch-up spraying shall be required at any time that weed growth occurs. The Contractor shall mow if weed growth on sprayed lots exceeds 4" in height.
- The Contractor shall use the necessary equipment in order to accomplish the work in a satisfactory manner. The Contractor shall arrange operations so that the herbicides will not be distributed beyond the limit of property sprayed. The Contractor shall apply the herbicides using nozzles and pressure necessary for a proper application.
- The Contractor shall supply water for the chemical mix.
- The materials used by the Contractor must be of such composition and of sufficient strength to kill weeds, but may not sterilize the soil for a period in excess of one year following application.
- The chemicals used shall not be toxic or harmful in any manner to animals or human beings when used in prescribed manner.
- The materials used shall not harm desirable vegetation such as trees of turf.
- The material used shall not be flammable or leave an oily residue that will discolor or leave a slippery film on sidewalks and curbs.
- The City may at any time during the spraying operation take samples to check materials being used. Upon request, the Contractor shall provide the City with information regarding chemicals applied to specified location the Contractor shall upon request provide the City with specimen labels of chemicals applied. In the event the treatment is not effective, the Contractor will be required to remove all growth from the area within the limits of the spray application.
- The Contractor shall possess a California State QAL (Qualified Applicator License) and a QAC (Qualified Applicator Certificate).

### C. Mowing

- Mowing shall be performed as directed by the City, on City and private property. Weeds will be mowed with a flail mower to a maximum height of 2”.
- It is the intention of this specification to provide for mulching as would be furnished by a Flail Mower so that no grass or stubble shall exceed 2” in height.
- Weeds shall be removed from against fences, trees, and other obstructions.
- If the City determines that mowing practices or the condition of the weeds does not provide adequate mulching, the Contractor is to remove the mulching weeds.
- The Contractor shall sweep sidewalks and roadways of plant material after cutting to maintain a clean, neat condition.

### D. Material

- The Contractor shall supply all new and replacement material for all new construction or replacement necessary as per City Standard Construction Drawings.
- All replacements, whether due to disease, pest infestation or Contractor negligence shall be Contractor responsibility and considered part of the bid item without separate payment made therefore.
- Fertilizers shall conform to the California Food and Agriculture Code.
- Commercial fertilizers shall be complete fertilizers furnishing the required percentages of nitrogen, phosphoric acid, potash, and other necessary micronutrients as needed to keep turf, and shrubs in a healthy and vigorous growing condition.
- Any tree stakes, tree ties, and/or guy wires needing replacement shall be replaced with new materials as per the City Standard Specifications, at the expense of the Contractor.
- All product/material used must be EPA approved and classified for Public Safety and labeled for Right of Ways.

### E. Pest Management

- All landscape areas shall be maintained free of disease and harmful insects without compensation beyond the base bid.
- The City of Temecula seeks to control pests without harming non-target organisms, or negatively affecting air and water quality and public health. The Contractor shall give reference to reasonably available non-pesticide alternatives when conducting pest management activities on City property and public right-of-ways.
- Chemical controls should only be applied when monitoring indicates that preventative and non-chemical methods are not keeping pests below acceptable levels.

- When pesticides are required, the least toxic and the least pesticide that will provide adequate pest control is applied.
- Pesticides should not be applied on a prescheduled basis.
- The Contractor may employ Integrated Pest Management (IMP) practices when controlling pests. IMP uses cultural, mechanical, physical, and biological control methods before using pesticides.

#### **F. Litter and Leaves**

- Litter, trash, leaves, clippings, and other debris shall be removed from the work sites two (2) times per week, or unless otherwise specified, more often to maintain a neat and clean appearance.
- Green Waste must be properly recycled at an authorized transfer station or composting facility. Litter that is recyclable must be recycled.
- All excess material shall become the property of the Contractor to be legally disposed of as Contractor sees fit. The City of Temecula will not reimburse the Contractor for any fees incurred.

#### **G. Sweeping Parking Lot**

- Parking lots are to be swept with an approved mechanical sweeper or manually to a level comparable to that provided by a mechanical sweeper.
- Lots are to be kept free of debris, weeds and litter in order to maintain a neat and clean appearance.

#### **H. Public Safety**

- The Contractor shall conduct maintenance operations with the least possible obstruction to the public and to abutting property owners.
- No material or equipment shall be stored on City property. Any materials or equipment brought to the site for use during any day shall be placed where it will not interfere with the free and safe passage of traffic and pedestrians. Such materials and equipment shall be removed at the end of each day or when maintenance operations are suspended for any reason.
- If a hazardous condition is observed and the City notifies the Contractor either directly or by telephone, the Contractor shall correct the condition immediately. If the Contractor fails to correct the hazardous condition immediately, the City reserves the rights to install or have installed the necessary lights, barricades, etc. The cost involved shall be deducted from any money due or to become due the Contractor.
- Full compliance with this section shall be considered as included in the contract price paid and no separate payment will be made therefore.

## I. Traffic Control

- The Contractor shall adhere to all Cal-OSHA and Department of Transportation standards and requirements and take all necessary safety precautions to insure that maintenance work does not endanger the health and safety of the public or cause hazards to the safety of landscape maintenance employees.
- Construction signs, lights, barricades, etc. shall conform to the latest revision of the Manual of Uniform Traffic Control Devices, California Department of Transportation, (Caltrans MOTCD).
- Traffic lanes shall be kept open at all times except when maintenance work may require temporary closing of the lane immediately adjacent to the work area. At no time shall there be less than one traffic lane open in each direction.
- The Contractor shall minimize closing of traffic lanes by parking maintenance vehicles for loading and unloading of materials and landscape maintenance equipment in the left hand turn lane(s) at the beginning of the median taper.
- Appropriate safety devices such as traffic cones, warning signs, early warning safety directional boards and/or barricades shall still be used as required.
- Whenever the Contractor's operations create a condition hazardous to the traffic or to the public, the Contractor shall, without cost to the City, furnish, erect and maintain such barricades, lights, signs and other devices and take such other precautions as are necessary to prevent damage or accidents or injury to the public and the Contractor's employees.
- The Contractor shall also furnish such flagmen as are necessary to give adequate warning to traffic or to the public of and dangerous condition to the public. All flagging costs shall be born solely by the Contractor.
- It is the Contractor's responsibility to provide for the safety of traffic and the public. This includes responsibility to inspect, and identify conditions that render any portions of the jobsite unsafe.
- The City shall be notified immediately of any unsafe conditions that requires major correction.
- The Contractor shall be responsible for making minor corrections, including, but not limited to: filling holes in turf areas and paving, using barricades of traffic cones to alert the public to the existence of hazards, and replacing valve box covers.
- Pedestrian travel shall be maintained at all times both sides of all streets where work as part of this contract is being performed.
- All temporary pedestrian walkways shall be at least four (4) feet wide and fully accessible to handicapped pedestrians.
- In all cases, pedestrian walkways shall be separated from vehicular traffic by a clear area of at least six (6) feet.
- Night work/spraying along major arterials may be performed at night no additional cost to the City.

**J. Fuel Conservation and Low Emission Equipment**

- The Contractor shall implement strategies in work operations to reduce fossil fuel consumption and emissions such as: use hand powered equipment when possible; minimize use of gas-powered blowers; select the smallest, most fuel-efficient equipment to accomplish the work; consider vehicles that operate on natural gas or biodiesel; maintain equipment properly and keep it well-tuned; and emphasize employee carpooling to jobsites.

**K. Use Local Products and Supplies**

- The Contractor shall use local products and supplies to the extent possible to minimize fuel consumption and emissions.

**L. Equipment Refueling and Repair**

- The Contractor shall refuel and repair equipment in a safe manner to protect against accidental spills.
- Limit refueling to specific and limited areas on a site.
- Measures shall be taken to prevent, control, and clean-up spills.
- Clean-up shall be immediate, automatic and routine, and performed by a trained staff member or a licensed cleaning company.
- Contact the local emergency response team agencies to report all minor or major spills.
- Contractor shall be aware of and abide by Spare-the Air Day fueling advisories.

**M. Other Requirements**

- Licensed personnel for any applications for tree spraying along public right-of ways.
- Vegetation and trash maintenance with City channels, (V-ditches maintain by City).
- Some applications must be performed at night during grave yard hours at no extra charge.
- Licensed personnel for field rodent control with public tight-of ways.
- Maintenance of City's vacant lots.
- Provide 24-hours emergency service, within two (2) hours response time.

**N. Other extra and/or additional work as requested by city staff/representative necessary to meet City needs.**

# EXHIBIT "B"

## PAYMENT RATES AND SCHEDULE

Services shall be as per Contractors submitted proposal as outlined in Exhibit A, but in no event shall the total cost of services exceed \$1,250,000 for the total term of the Agreement, unless additional payment is approved as provided by the Payment section of this Agreement.

Payment Rates may be adjusted at the beginning of each fiscal year in accordance with the changes in the Consumer Price Index (CPI) for all Urban Consumers for the Riverside-San Bernardino-Ontario Core Based Statistical Area using the most recently published month annual percentage change.

<b>Labor Breakdown - Fully Burdened *</b>		
Common Labor	\$75.00	Per Hour
Spray Technician Labor	\$95.00	Per Hour
Equipment Operator	\$116.00	Per Hour
Water Truck Operator	\$116.00	Per Hour
Supervisor	\$125.00	Per Hour
Emergency/Off Hour Response	\$115.00	Per Hour
<b>Equipment Breakdown - Fully Burdened *</b>		
Tractor with Implements	\$960.00	Per Day
Spray Equipment	\$500.00	Per Day
Disc	\$960.00	Per Day
Mower	\$960.00	Per Day
Other: Water Truck - 2,000 Gallon	\$600.00	Per Day
<b>Other Additional Work - Fully Burdened *</b>		
Right of Way Spraying - (3' foot wide) Post Emergent Only	\$110.00	Per Mile
Right of Way Spraying - (3' foot wide) Pre-Emergent Only	\$78.00	Per Mile
Right of Way Spraying - (3' foot wide) Both Post & Pre-Emergent	\$137.00	Per Mile
Spraying of Herbicides - Post Emergent Only	\$408.00	Per Acre
Spraying of Herbicides - Pre-Emergent Only	\$346.00	Per Acre
Spraying of Herbicides -Both Post & Pre-Emergent	\$470.00	Per Acre
Rough Mowing	\$325.00	Per Acre
Hand Work	\$600.00	Per Acre
Herbicide - Post Emergent Only	\$408.00	Per Acre
Herbicide - Pre-Emergent Only	\$318.00	Per Acre
Herbicide - Both Post & Pre-emergent	\$470.00	Per Acre
Time & Materials Rate for Spraying Herbicides - Post Emergent Only	\$3,200.00	Per Day
Time & Materials Rate for Spraying Herbicides - Pre-Emergent Only	\$2,800.00	Per Day
Time & Materials Rate for Spraying Herbicides - Both Post & Pre-Emergent	\$3,700.00	Per Day
Time & Materials Rate for Ground Squirrel Control	\$195.00	Per Hour

Dated: 9-22-23

By:   
Signature of Authorized Representative

RICHARD WILLS - VICE PRESIDENT  
Print Name and Title

\* Fully Burdened includes costs for Prevailing Wages, Equipment, Materials, Fuel, Insurance, Taxes, G&A, Profit, Etc.