

City of Moreno Valley

AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

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

RECITALS

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

TERMS

1. **VENDOR INFORMATION:**

Contractor's Name:	Mariposa Landscapes, Inc.
Address:	6232 Santos Diaz St.
City, State, Zip:	Irwindale, CA 91702
Business Phone:	626-960-0196
Business License Number:	16607
Federal Tax I.D. Number:	95-4245898

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

- A. The Vendor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The City's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The Term of this Agreement shall be from July 1, 2025 to June 30, 2030 unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Vendor's requests for extensions of time in which to complete the work required. The Vendor shall not be responsible for performance delays caused by others or delays beyond the Vendor's reasonable control (excluding delays caused by non-performance or unjustified delay by Vendor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Vendor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Vendor is solely responsible for the content and sequence of the work and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Vendor or his/her/its employees.
- B. Intent of Parties. Vendor is, and at all times shall be, an independent Vendor and nothing contained herein shall be construed as making the Vendor or any individual whose compensation for services is paid by the Vendor, an agent or employee of the City, or authorizing the Vendor to create or assume any obligation or liability for or on behalf of the City, or entitling the Vendor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Vendor may retain or subcontract for the services of other necessary Vendors with the prior written approval of the City. Payment for such services shall be the responsibility of the Vendor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Vendor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Vendor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Vendor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should

one or more of such personnel become unavailable, Vendor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Vendor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Vendor at the request of the City. The key personnel for performance of this Agreement are as follows: Terry Noriega.

- F. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Vendor's Representative. Vendor hereby designates Terry Noriega, or his or her designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Vendor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Vendor shall be liable for all violations of such laws and regulations in connection with services. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Vendor shall be solely responsible for all costs arising therefrom. Vendor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Vendor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the profession necessary to perform the services. Vendor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and

that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Vendor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Vendor and shall not be re-employed to perform any of the services or to work on the project.

- J. Vendor Indemnification. Vendor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Vendor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Vendor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Vendor shall be fully responsible for such coverage. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.
- K. Additional Indemnity Obligations. Vendor shall defend, with counsel of City's choosing and at Vendor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Vendor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Vendor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Vendor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- L. CalPERS Retiree Disclosure. Vendor hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Vendor who are retirees under the California Public Employees' Retirement System

(CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by Vendor to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.

- M. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, Vendor shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.
- N. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of Vendor as an independent Vendor of City and agents and employees of Vendor, and not as agents or employees of City. Vendor and City acknowledge and agree that City participates in a defined benefit plan ("CalPERS"), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.
- O. Civil Code Section 1542 Waiver. Vendor expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under CalPERS that are only afforded to employees and not independent contractors. Vendor further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

- P. Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City's employees, Vendor shall reply within five days and share all

communications and documents from CalPERS that it may legally share. In the event that either Vendor or City files an appeal or court challenge, Vendor and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

- Q. Insurance Requirements. Throughout the life of this Agreement, Vendors shall pay for and maintain in full force and effect all insurance as required.

If at any time during the life of this Agreement or any extension, Vendor or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Vendor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Vendor of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by Vendor shall not be deemed to release or diminish the liability of Vendor, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Vendor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Vendor, its principals, officers, agents, employees, persons under the supervision of Vendor, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

Upon request of City, Vendor shall immediately furnish City with a complete copy of any insurance policy and associated documentation required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

Where determined applicable by the City, Vendor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII-Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California.

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

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 covering on an "occurrence" basis, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California, California Labor Code and Employer's Liability Insurance, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to Vendor's profession.

Minimum Limits of Insurance:

- a. General Liability Insurance. Without limiting the generality of the forgoing, to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Vendor, sub-contractor, or any person acting for the Vendor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of this Agreement and any extension thereof in the minimum amounts provided below:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
- b. Automobile Liability
 - \$1,000,000 per accident for bodily injury and property damage
- c. Employer's Liability (Worker's Compensation)
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit

- d. Workers' Compensation insurance policy: In such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Vendor and the City, HA, and CSD against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Vendor in the course of carrying out this Agreement. Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Vendor and its insurer shall waive any right of subrogation against City of Moreno Valley, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
- e. Professional Liability (Errors and Omissions): Limits of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- f. Endorsements. Unless otherwise specified hereunder, each insurance policy required herein shall be with insurers possessing a Best's rating of no less than A,VII and shall be endorsed with the following specific language:
- The insurer waives all rights of subrogation against the City, its appointed officials, officers, employees or agents.

Other Insurance Provisions: The General Liability, Automobile Liability and Workers Compensation insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
- b. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to the City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Vendor shall furnish the City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the City, Vendor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers: All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-

VII" in Best's Insurance Rating Guide; or authorized by the City Manager or designee.

Verification of Coverage: Vendor shall furnish City with all certificates(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or designee prior to City's execution of this Agreement and before work commences. The following applicable endorsements will be required:

1. Additional Insured endorsement for ongoing operations, completed operations and primary & non-contributory endorsement for general liability coverage
2. Additional Insured endorsement for auto liability coverage
3. Waiver of Subrogation for workers compensation coverage

R. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Vendor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Vendor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Vendor in performance of this Agreement. The City and the Vendor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

S. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, Agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

T. Termination. The following clauses apply:

1. The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Vendor. The written notice shall specify the date of termination. Upon receipt of such notice, the Vendor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Vendor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Vendor in accordance herewith through the date of termination.

2. Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Vendor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
 3. If this Agreement is terminated as provided herein, City may require Vendor to provide all finished or unfinished documents and data and other information of any kind prepared by Vendor in connection with the performance of services under this Agreement. Vendor shall be required to provide such documents and other information within fifteen (15) days of the request.
 4. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.
- U. Payment. Payments to the Vendor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Vendor. Vendor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Vendor shall maintain adequate records to permit inspection and audit of the Vendor's time and materials charges under the Agreement. Such records shall be retained by the Vendor for three (3) years following completion of the services under the Agreement.
- V. Restrictions on City Employees. The Vendor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- W. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- X. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Vendor:

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

City:

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

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- Y. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- Z. City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with this project.
- AA. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- BB. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, such attempted assignment, hypothecation, or transfer.
- CC. Supplementary General Conditions (for projects that are funded by Federal programs). If federal funds are used in whole or in part for this Agreement, the provisions of 2 C.F.R. Part 200, Appendix II, and any applicable federal regulations shall apply. These provisions supersede any conflicting provisions in this Agreement. The following requirements apply and must be included in all subcontracts entered into by the Vendor for work performed under this Agreement:
 - 1. Equal Employment Opportunity. Vendor shall comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Chapter 60. This requirement applies to all construction contracts over \$10,000 awarded by the City and all subcontracts over \$10,000 entered into by the Vendor.
 - 2. Copeland Anti-Kickback Act. Vendor shall comply with 18 U.S.C. 874, as supplemented in Department of Labor regulations 29 CFR Part 3. This requirement applies to all federally funded contracts and subcontracts for construction or repair under this Agreement.

compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

DD. Authority To Execute. The representative executing this Agreement on behalf of each party hereby represents and warrants that he or she has full power and authority to execute this Agreement on behalf of such party and that all approvals and other actions necessary in connection with the effective execution by him or her have been obtained and are in full force and effect as of his or her execution hereof.

SIGNATURE PAGE TO FOLLOW

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

City of Moreno Valley and Moreno Valley
Community Services District

Mariposa Landscapes, Inc.

By: _____
Title: Brian Mohan, City Manager

By: _____
Title: (President or Vice President)

By: _____
Title: Brian Mohan, City Manager, Acting in the
capacity of District Manager to the
Moreno Valley Community Services
District

Date: _____

Date: _____

By: _____
Title: Corporate Secretary or Assistant
Secretary

INTERNAL USE ONLY

ATTEST:

City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds \$30,000)

Date

EXHIBIT A – SCOPE OF WORK

LANDSCAPE MAINTENANCE

1. GENERAL PROVISIONS

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

Director. Service schedules may be modified with 30 days advance written notice by the City.

- F. Failure to adhere to comply with any provisions included herein may result in the assessment of non-performance penalties per Exhibit C.
- G. All equipment used in the performance of work under this agreement shall be compliant with the current regulations of the California Air Resources Board.

2. TURF CARE

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

- J. Whenever trees occur in turf areas, a twelve-inch ("12") ring of grass shall be removed from around the trunks to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.
- K. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.
- L. Fertilization. See Fertilizer Use. FOR WATER QUALITY BASINS – Fertilizer use in the water quality basins is prohibited, refer to Water Quality Basin, Section 8.D, and Use of Chemicals, Section 20.
- M. Pest Control. See Pesticide Use. FOR WATER QUALITY BASINS – Pesticide use in the water quality basins is prohibited, refer to Water Quality Basin, Section 8.D, and Use of Chemicals, Section 20.
- N. Aeration. All turf areas shall be aerated per the Frequency of Service Table, as set forth in Exhibit E, Schedule II, unless otherwise directed by the Director.
 - 1. Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch ($\frac{1}{2}$ "), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines; Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration.
 - 2. Any soil cores remaining on the turf surface two (2) week after treatment must be removed.
 - 3. Humus base fertilizer is to be applied directly following spring and fall aeration operations.
 - 4. Renovation/thatching and additional aeration operations are to be considered Additional Work, per Exhibit C.

3. TREE CARE

- A. All trees are to be maintained in a manner that will promote normal, healthy growth.
- B. The Contractor or any subcontractors working under Contractor's direction and control must observe all restrictions on the unauthorized take of migratory birds, as set forth in the U.S. Fish and Wildlife Service Migratory Bird Treaty Act (MBTA), including but not limited to Sections 703-713 and the California Department of Fish and Wildlife Code Sections 3503, 3503.5, and 3513.
- C. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees greater than eighteen feet (18') in height is to be considered Additional Work, per Exhibit C.
- D. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public

safety and tree survival. All tree trimming/pruning shall be done in conformance with ANSI A300 (Part 1)-2017 (or most current revision); safety requirements will be per ANSI Z133-2017 (or most current revision) standards, and the most current version of the City's Tree Management Administrative Procedure AP# 2.14.

E. Trees shall be pruned to:

1. Remove dead, diseased, or damaged branches;
2. Remove unwanted encroachments into the public and/or utility rights-of-way;
3. Correct any condition, which the Director has deemed to be hazardous.

F. Portions of trees up to eighteen feet (18') in height shall:

1. Be pruned to enable successful adaptation to their particular site situation;
2. Have no more than one-third (1/3) of living branches removed annually;
3. Be fertilized only as directed by City field staff.

G. Portions of trees over eighteen feet (18') in height shall:

1. Be inspected annually;
2. Pruned and/or trimmed as necessary to maintain proper site orientation;
3. Be pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;
4. Be pruned and/or trimmed as necessary to correct any condition, which the Director has deemed to be hazardous;
5. Pruned to remove any impediment to the proper conveyance of nuisance and/or storm water flows through a water quality facility.

H. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order.
2. Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

I. The following practices shall not be allowed:

1. Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping").
2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.
3. Use of pruning paint/pruning compound/wound dressing.
4. Use of climbing spurs or gaffs.

- J. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.
- K. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum City standard.
- L. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.
- M. After the stump grinding is complete, the area shall be backfilled with the grindings 2" above ground level.
- N. Pest Control. See Pesticide Use. FOR WATER QUALITY BASINS – Pesticide use in the water quality basins is prohibited, refer to Water Quality Basin, Section 8.D, and Use of Chemicals, Section 20.

4. SHRUB CARE

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

2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.
- G. The following practices are not allowed:
1. Internodal cuts (e.g. "stubbing", "tipping", "topping"). Shearing (e.g. "boxing", "hedging", "balling", "poodling") will be done only when authorized by the Director on a site-specific basis.
 2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.
 3. Use of pruning paint/pruning compound/wound dressing.
- H. Fertilization. See Fertilizer Use. FOR WATER QUALITY BASINS – Fertilizer use in the water quality basins is prohibited, refer to Water Quality Basin, Section 8.D, and Use of Chemicals, Section 20.
- I. Pest Control. See Pesticide Use. FOR WATER QUALITY BASINS – Pesticide use in the water quality basins is prohibited, refer to Water Quality Basin, Section 8.D, and Use of Chemicals, Section 20.

5. GROUND COVER CARE

- A. All ground covers are to be maintained in a manner that will promote normal, healthy growth.
- B. For the purposes of these Technical Provisions, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed \pm one foot (1').
- C. Ground covers shall be pruned/trimmed per the Frequency of Service Table, as set forth in Exhibit E, Schedule II, unless otherwise directed by the Director to:
1. Remove dead, diseased, or damaged branches/crowns.
 2. Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments).
 3. Remove any impediment to the proper conveyance of nuisance and/or storm water flows through a water quality facility.
 4. Correct any condition which the Director has deemed to be hazardous.
- D. Ground covers shall be pruned/trimmed/renovated:
1. To enable successful adaptation to their particular site situation;
 2. In accordance with accepted practices for the particular species in question.
- E. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order.
 2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing operations at any site.
- F. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.
- G. Fertilization. See Fertilizer Use. FOR WATER QUALITY BASINS – Fertilizer use in the water quality basins is prohibited, refer to Water Quality Basin, Section 8.D, and Use of Chemicals, Section 20.
- H. Pest Control. See Pesticide Use. FOR WATER QUALITY BASINS – Pesticide use in the water quality basins is prohibited, refer to Water Quality Basin, Section 8.D, and Use of Chemicals, Section 20.

6. CHANNEL AND HABITAT CARE

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

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

A. Vegetative Thinning

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

- b. A 30-40 horsepower utility tractor with bucket and mower for mowing channel bottoms.
- c. A skip-loader and/or backhoe as required to effect irrigation mainline repairs in areas accessible to this type of equipment.

B. Timing of Vegetative Thinning

1. The Contractor will perform maintenance services within the 40-foot wide thinning zones pursuant to existing City policies, guidelines, and regulations, and required regulatory permits, including but not limited to National Pollutant Discharge Elimination System (NPDES) permits, and community obligations to maintain flood carrying capacity within all channels, as required under applicable regulatory permits. The contractor shall conduct the annual vegetative thinning program within the 40-foot wide thinning zones, outside the bird nesting season and consistent with the U.S. Fish and Wildlife Service Migratory Bird Treaty Act (MBTA). If annual vegetative thinning must occur during the nesting season, this activity will be authorized if the vegetation to be thinned represents a threat to public safety and/or biological surveys confirming the absence of nesting birds occurs at this time as well.

C. Pesticide Use and Weeding

1. FOR WATER QUALITY BASINS – Pesticide use in the water quality basins is prohibited, refer to Water Quality Basin, Section 8.D, and Use of Chemicals, Section 20.
2. The Contractor will conduct weed abatement on a quarterly basis including, but not limited to, the exotic plant species listed herein. Weeds shall be removed by hand, including the root, or controlled with an appropriate herbicide as determined by a licensed Pest Control Advisor (PCA). The use of herbicides for weed control within the channel shall be used for species such as Bermuda grass (*Cynodon dactylon*), giant reed (*Arundo donax*), bindweed (*Convolvulus arvensis*), and salt cedar (*Tamarix* sp.). Only pesticides approved for use within stream courses shall be authorized for use within all channel areas.
3. All weeds shall be removed from the mitigation site and/or controlled at all times.
4. Weeds are defined as “any plant species whose presence on a site is detrimental to the appearance of the site and the normal, healthy growth of plant materials intended for the site.” All plants that constitute a public health or safety hazard shall also be considered weeds. Examples of weeds to be controlled include, but are not limited to:
 - a. Arundo/giant reed (*Arundo donax*);
 - b. Artichoke thistle/cardoon (*Cynara cardunculus*);
 - c. Australian saltbush (*Atriplex semibaccata*);

- d. Bermuda grass (*Cynodon dactylon*);
- e. Biennial mustard (*Hirschfeldia incana*);
- f. Black mustard (*Brassica nigra*);
- g. Broom species (*Cytisus* spp.);
- h. Bull thistle (*Cirsium vulgare*);
- i. Canary Island date palm (*Phoenix canariensis*);
- j. Castor bean (*Ricinus communis*);
- k. Cootamundra wattle (*Acacia baileyana*);
- l. Fennel (*Foeniculum vulgare*);
- m. Filaree/Storksbill (*Erodium* spp.);
- n. Foxtail chess (*Bromus madritensis*);
- o. Hottentot fig (*Carpobrotus edulis*);
- p. Italian ryegrass (*Lolium multiflorum*);
- q. Italian thistle (*Carduus pycnocephalus*);
- r. Ivy (*Hedera* spp.);
- s. Japanese honeysuckle (*Lonicera japonica*);
- t. Kikuyu grass (*Pennisetum clandestinum*);
- u. Pampas grass (*Cortaderia jubata*; *C. selloana*);
- v. Periwinkle (*Vinca major*);
- w. Peruvian pepper tree (*Schinus molle*);
- x. Rabbitsfoot grass (*Polypogon monspeliensis*);
- y. Red valerian (*Centranthus ruber*);
- z. Ripgut brome (*Bromus diandrus*);
- aa. Russian thistle (*Salsola tragus*);
- bb. Slender oats (*Avena barbata*);
- cc. Soft chess (*Bromus hordeaceus*);
- dd. Tamarisk (*Tamarix ramosissima*, *T. parviflora*);
- ee. Tree tobacco (*Nicotiana glauca*);
- ff. Umbrella sedge (*Cyperus involucratus*);
- gg. Water bent grass (*Agrostis viridis*); and
- hh. Wild oat (*Avena fatua*).

D. Trash and Debris Removal

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

E. Access to Channel

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

F. Mulefat Scrub Area

1. Existing Mulefat Scrub areas must be left undisturbed.

7. OPEN SPACE AREA (PASEO) CARE

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

- G. All areas damaged by erosion shall be immediately repaired to the originally intended condition and soil. Contractor shall be liable for the cost of repairing all erosion damage caused by Contractor's negligence.
- H. All areas damaged by rodent burrowings shall be immediately repaired to the originally intended condition and soil.
- I. All catch basins, drain lines, brow ditches, and lower slope swale areas shall at all times be kept clean and clear for proper drainage.
- J. Minimum flow channels shall be maintained in a manner that assures unimpeded flow of nuisance water per limits of design intent. This work may require periodic thinning/rouging of existing riparian plants, as determined by Director.

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

A. Basin Bottom Vegetation

- 1. Water Quality Basin bottom vegetation shall be mowed / trimmed to a height of twelve inches (12") at least one (1) time annually, or as needed to ensure that the facilities function per design intent, per the frequency of service table, as set forth in Exhibit E, unless otherwise stated herein this section and/or as directed by the Director. Annual mowing / trimming operations shall be initiated no earlier than August 15, and concluded no later than October 1.
- 2. Machinery / equipment selected to perform mowing / trimming operations shall be operated in a manner that does not: damage or alter basin bottom or basin slope topography, or; damage or render inoperable basin bottom or slope irrigation systems. Any damage to, or alteration of basin bottom or slope topography, or damage of basin bottom or slope irrigation systems resulting from Contractor's (or sub-contractor's) operations shall be repaired immediately at Contractor's sole expense.
- 3. Debris generated by mowing / trimming operations shall be immediately removed from the sites, and disposed of and/or recycled in a legal manner

B. Concrete and/or Earthen Forebays and Outlet Structures

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

damage to, or alteration of, channel surfaces resulting from Contractor's (or sub-contractor's) operations shall be repaired immediately at Contractor's sole expense.

3. Debris generated by channel cleanout operations shall be immediately removed from the sites, and disposed of and/or recycled in a legal manner.

C. Sand Bed

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

D. Pesticides and Fertilizer Use

1. Pesticide and Fertilizer use in the water quality basins is prohibited.
2. The City is sensitive to the need to use the least toxic material available that will be effective.
3. The City opts to reduce the use of 'synthetic' pesticides in favor of alternative, naturally derived materials or methods. The Contractor will identify, request approval, and upon approval, implement alternative methods. This will be considered Additional Work, per Exhibit C.

9. WEED CONTROL

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

10. IRRIGATION

- A. Irrigation shall be maintained and tested per the Frequency of Service Table, as set forth in Exhibit E, Schedule II, unless otherwise stated herein and/or as directed by the Director.
- B. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.
- C. It shall be the Contractor's duty to maintain all City irrigation systems in a manner that assures their full working capability at all times. Said maintenance shall include, but not be limited to: visual and operational inspections; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by City field staff.
- D. For the purposes of this section, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.
- E. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due

to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C.

- F. The Contractor shall furnish, at no cost to the City, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.
- G. Manually operated irrigation systems shall:
 - 1. Be operated only when Contractor's personnel are present on site.
 - 2. Be turned off during periods of rainfall or as directed by City field staff.
 - 3. Be inspected for, and repaired as necessary to ensure proper operation and coverage not less than at each time of operation.
 - 4. Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.
- H. Automatic irrigation systems shall:
 - 1. Be inspected for and repaired as necessary to ensure properly operation and coverage.
 - 2. Be turned off during periods of rainfall or as directed by City field staff.
 - 3. Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.
- I. Parts/components used to effect irrigation system repairs shall be of the same manufacturer as those originally installed unless otherwise approved by the Director prior to repair operations.

11. DEBRIS AND LITTER

- A. Debris/litter control shall be provided per the Frequency of Service Table, as set forth in Exhibit E, Schedule II, unless otherwise stated herein and/or as directed by the Director.
- B. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this agreement, all debris generated by his or her performance of the work.
- C. Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds / windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by the Contractor before the close of business the working day following notification of this condition.

- D. All hardscape areas that include, but are not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.
- E. The Contractor shall dispose of all debris and litter off-site and in a legal manner.
- F. The Contractor shall notify the Director immediately whenever suspicious and / or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until City staff arrives at the site.

12. FERTILIZER USE

A. General.

1. FOR WATER QUALITY BASINS – Fertilizer use in the water quality basins is prohibited, refer to Water Quality Basin, Section 8.D, and Use of Chemicals, Section 20.
2. Fertilizer shall be used per the Frequency of Service Table, as set forth in Exhibit E, Schedule II, unless otherwise stated herein and/or as directed by the Director.
3. At the discretion and request of the Director, additional applications may be provided at the pricing terms listed in the Additional Work section of Exhibit E, Scheduled II.
4. Any granular fertilizer material deposited on adjacent hardscaping, including but not limited to sidewalks, gutters, pavement, concrete forebays, utility vaults, or the sand bed, shall be collected immediately and redistributed evenly across the targeted area or removed from the site and disposed of in a legal manner. In no circumstance shall fertilizer material be allowed to enter the site's storm drain system.
5. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.
6. Written notification to Director must be provided five (5) working days prior to fertilizer application.
7. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said agreement and per Exhibit E, Schedule II. Any changes to said list shall be reported per Exhibit E, Schedule II.
8. Contractor shall comply with any federal, state, or local reporting requirements.

B. Turf Fertilization

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

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

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

C. Shrub and Ground Cover Fertilization

1. All shrubs and ground covers irrigated by overhead spray sprinklers shall be fertilized in accordance with the standard fertilization guidelines identified in Table II below. However, the frequency of the application shall comply with the application frequency rates as identified in the Frequency of Service Table, as set forth in Exhibit E, Schedule II.
2. All shrubs and ground covers irrigated by drip irrigation in conjunction with a fertigation system shall be fertilized in accordance with the standard fertilization guidelines identified in Table II below. However, the frequency of the application shall comply with the application frequency rates as identified in the Frequency of Service Table, as set forth in Exhibit E, Schedule II.

TABLE II – Shrub and Ground Cover Fertilization				
Month	Number of Applications	Type of Fertilizer	Rates per 1,000 sq. ft.	
			Lbs. of Actual N	Lbs. of Fertilizer
April (Overhead spray sprinklers)	1	23-5-10 *	1.5	6.5 lbs.
April (Drip w/ Fertigation system)	1	EZ FLO Fertimaxx Landscape**	Apply per manufacturers specifications	Apply per manufacturers specifications
September (Overhead spray sprinklers)	1	23-5-10 * (Overhead spray sprinklers)	1.5	6.5 lbs.

September (Drip w/ Fertigation system)	1	EZ FLO Fertimaxx Landscape**	Apply per manufacturers specifications	Apply per manufacturers specifications
* 23-5-10/BEST@POLY SUPREME or approved equal **EZ FLO Fertimaxx Landscape or approved equal				

D. Tree Fertilization

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

13. PESTICIDE USE

A. General

1. FOR WATER QUALITY BASINS – Pesticide use in the water quality basins is prohibited, refer to Water Quality Basin, Section 8.D, and Use of Chemicals, Section 20.
2. The City of Moreno Valley and the Moreno Valley Community Services District encourage the use of effective alternative pest control measures.
3. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or Contractor is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this agreement.
4. All pesticide applications shall be applied as directed by the Director.
5. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this agreement.
6. Before the beginning of the agreement period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide. No pesticide application shall be made prior

to Contractor's submittal and Director's approval of said list, and recommendations. Any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material.

7. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Title 3, Section 6684; Title 16, Section 3142; and Title 3, Section 3143. The Director may require proof of such compliance in the form of a copy of a Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.
8. Snail Control
 - a. Snails shall be controlled on a regular basis on the following plant species:
 - i. *Agapanthus africanus*
 - ii. *Aptenia sp.*
 - iii. *Gazania sp.*
 - iv. *Heimerocallis sp.*
 - b. Snails shall be controlled on an as needed basis on all other plant material.

9. Vertebrate Pest Control

- a. All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s).
- b. Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods.
- c. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C.
- d. Landscape areas shall be inspected and treated as necessary a minimum of one (1) time per month unless otherwise noted in the Frequency of Services Table or as determined by the Director.

B. Reporting Specifications

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by City staff after giving twenty-four (24) hour notice to Contractor.

2. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include name of chemical, area, rate and method of application, and time of day.

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

1. Weed Control

- a. All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed per the Frequency of Services Table, Exhibit E, Schedule II.

2. Appropriate chemical control must be used on the following weeds.

- a. Bermuda Grass
- b. Kikuyu Grass
- c. Nutsedge
- d. Field Bindweed
- e. Spurge
- f. Any other species deemed necessary by the Director

D. Insect and Disease Control

1. The Director may require certain tree species, which are subjected to excessively dusty conditions, be rinsed off with water, as directed by City field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C.
2. The Director may require all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C.
3. The Director may require all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C.
4. The Director may require all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C.
5. All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C.

E. Vertebrate Pest Control

1. All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s).
2. Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods.
3. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C.
4. Landscape areas shall be inspected and treated as necessary a minimum of one (1) time per month unless otherwise noted in the Frequency of Services Table or as determined by the Director.

F. Turf Pesticide Usage Criteria

1. Weed Control

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

2. Insect and Disease Control

- a. All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C.
- b. All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C.
- c. All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical

methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C.

14. SCHEDULING OF WORK

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

FOR WATER QUALITY BASINS – Fertilizer and Pesticide use in the water quality basins is prohibited (refer to Water Quality Basin, Section 8.D, and Use of Chemicals, Section 20).

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

- F. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor is required to submit an adjusted work schedule to the Director for approval, which will allow the Contractor to complete the areas affected and resume work in all areas in accordance with the approved service schedule. Failure to advise the City may be cause for assessment of non-performance penalties.

- G. For the purposes of this contract, "Working Days" are Mondays through Fridays, excluding holidays as provided herein. The hours of on-site maintenance service will be from 7:00 a.m. to 4:00 p.m. Work may not be performed outside of the days and hours set forth hereinabove, as well as on legal City holidays, without the prior written approval of the Director.

The following days have been designated as City holidays:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

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

15. FUNCTIONS AND RESPONSIBILITIES

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

Irrigation reports, Monthly Greenwaste reports, Monthly Landscape Services reports and complaints.

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

City Manager	Police Department
Assistant City Manager	Fire Department
Public Works Director	Public Works Division Manager
Fleet & Facilities Maintenance Supervisor	Facilities Maintenance staff
Parks and Community Services Director	Street Maintenance Supervisor
Parks & Landscape Services Division Manager	Special Districts Division Manager
Parks Maintenance Supervisor	Stand-By Staff
Senior Landscape Services Inspector	

- J. Contractor's emergency response and any necessary corrective work is considered Additional Work as defined in Exhibit C, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

16.COMPLAINTS

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

17.CONTRACTOR'S STAFF

- A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.
- B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.
- C. The Director may require the Contractor to remove any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the City.

- D. The Contractor shall require each employee performing work under the agreement to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or product label requirements.
- E. Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director.
- F. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates the name of the Contractor to the public. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

18.EMPLOYMENT OF APPRENTICES

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

19.SAFETY

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

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

20. USE OF CHEMICALS

- A. Pesticide and Fertilizer use in the water quality basins is prohibited. The City is sensitive to the need to use the least toxic material available that will be effective. The City opts to reduce the use of 'synthetic' pesticides in favor of alternative, naturally derived materials or methods. The Contractor will identify, request approval, and upon approval, implement alternative methods. This will be considered Additional Work, per Exhibit C.
- B. Before the beginning of the agreement period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this agreement. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.
- C. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director.
- D. Chemical applications shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the City of Moreno Valley.
- E. Contractor shall report all products used in the performance of the work as an element of Contractor's Monthly Landscape Services report, as set forth herein. This report

shall include the date, time of day, location, type of material, method of application, and environmental data.

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

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

22. RESTRICTED PESTICIDE MATERIALS PERMIT AND USE CONSENT

- A. The use of Pesticides in the water quality basins is not permitted, however, as a matter of standard operating procedure, the City shall maintain in full force and effect throughout the entire term of the agreement a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this agreement.
- B. Director must give consent in writing prior to application of any Category I pesticide Licenses and Permits.

23. LICENSES AND PERMITS

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

24. DEPARTMENT OF INDUSTRIAL REGULATIONS

- A. California law provides that "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public

Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform work pursuant to Labor Code Section 1725.5." Please refer to "Contractor Registration" from <http://www.dir.ca.gov/Public-Works/PublicWorks.html> to register and obtain more information.

- B. Contractor and all tiers of its subcontractors must be registered and maintain a current registration during the term of this contract.
- C. Pursuant to the above law, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)]. Additionally, no contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.
- D. This project is also subject to compliance monitoring and enforcement by the Department of Industrial Relations. The City of Moreno Valley will not accept a proposal nor will it contract or subcontract without proof of the contractor or subcontractor's current registration to perform public works pursuant to Section 1725.5.
- E. Contractor acknowledges and agrees to fully comply with the provisions of Sections 1771, 1774 - 1776, 1777.5, 1813, 1815 and 1860 of the Labor Code.

25. PAYROLL RECORDS

- A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/ subcontractor in connection with this agreement, as required by California Labor Code Section 1776.
- B. The Contractor, and any subcontractor thereunder, shall make available to the City upon its request certified payroll records for each workman employed in connection with this agreement as required by California Labor Code Section 1776.
- C. The City may withhold from Contractor's progress payments the penal sum of twenty-five dollars (\$25.00) per calendar day (or portion thereof) for each worker employed in connection with this agreement should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

26. PREVAILING WAGE AND WORKERS' COMPENSATION

- A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the City of Moreno Valley has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and

welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this agreement, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

- B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the City of Moreno Valley for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached agreement, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code. The penalty amount will vary as described on Section 1775.
- C. In accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees.

27. BONDS

- A. Pursuant to Section 9550 of the Civil Code, the direct contractor awarded the contract, prior to the commencement of work, agrees to provide a payment bond to and approved by the City.

The City requires two (2) good and sufficient surety bonds that will be maintained in full force and effect for the duration of this agreement:

1. a "Faithful Performance Bond" in the amount of one hundred percent (100%) of the annual purchase order amount, which shall guarantee the faithful performance of all work, and;
2. a "Materials and Labor Bond" in the amount of one hundred percent (100%) of the annual purchase order amount, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

The Contractor shall furnish a satisfactory Faithful Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations in an amount that shall remain equal to one hundred percent (100%) of the annual purchase order amount.

The Contractor shall furnish a separate satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California in an amount that shall remain equal to one hundred percent (100%) of the annual purchase order amount to secure payment of all claims, demands, stop payment notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, firm, or entity eligible to file a stop payment notice with respect to the Work.

The Agreement shall be signed by the successful Bidder and returned together with the required bonds and insurance certificate(s), within ten (10) Working Days after the date the Agreement is awarded by the City.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the annual purchase order amount. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the City, provide written documentation to the Satisfaction of the City that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments shall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the City.

28.SUBSTITUTION OF SECURITIES

- A. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under the agreement. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor.
- B. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code.

- C. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon, set forth in Section 22300 of the Public Contract Code.
- D. The Contractor shall give the City written notice within thirty (30) days after the agreement is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

29. CONTRACTOR'S LIABILITY

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

30. CONTRACTORS LICENSE

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

31. CLAIM RESOLUTION PROCEDURES

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

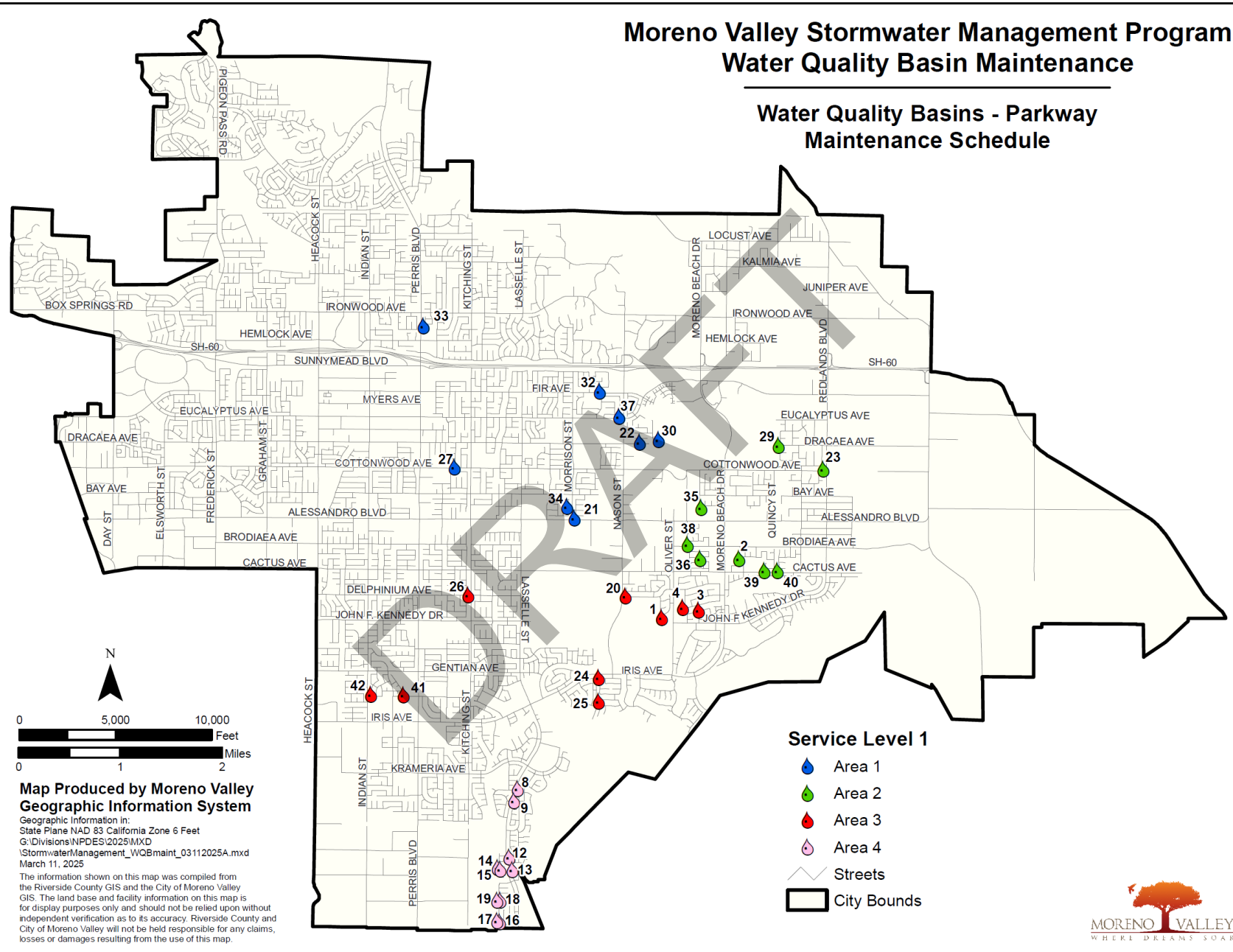
- A. A contractor must furnish "reasonable documentation to support the claim."
- B. Upon receipt of a claim, a public entity must "conduct a reasonable review" and provide a written statement to the contractor within 45 days of receipt of the claim.
- C. For any undisputed portion of a claim, a public entity must make payment within 60 days of the public entity's issuance of the written statement.
- D. If the contractor disputes the public entity's written statement, or if the public entity fails to respond, the contractor may demand "an informal conference to meet and confer for settlement of the issues in dispute."
- E. The public entity must schedule the meet and confer conference within 30 days of the demand.

- F. Within 10 business days following the meet and confer conference, the public entity must provide a written statement identifying the portion of the claim that remains in dispute. Any payment due on an undisputed portion of the claim must be made within 60 days of the meet and confer conference.
- G. After the meet and confer conference, any disputed portion of the claim "shall be submitted to non-binding mediation."
- H. If mediation is unsuccessful, the parts of the claim that remain in dispute shall be subject to applicable procedures outside Section 9204 (statutory and contractual).
- I. Failure of a public entity to respond to a claim within the time periods described in Section 9204 "shall result in the claim being deemed rejected in its entirety."
- J. Amounts not paid in a timely manner shall bear interest at 7 percent per year.

32. PROJECT LOCATION MAPS

Moreno Valley Stormwater Management Program Water Quality Basin Maintenance

Water Quality Basins - Parkway Maintenance Schedule



Moreno Valley Stormwater Management Program Water Quality Basin Maintenance

Water Quality Basins

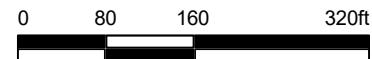
<u>Map ID</u>	<u>Tract Number</u>	<u>APN</u>
(1)	TR 31128	486522012
(2)	TR 27523-1	478320026
(3)	TR 22709	304510042
(4)	TR 22709	304460007
(8)	TR 30318	308511026
(9)	TR 30318	308501007
(12)	TR 30321	308552018
(13)	TR 30321	308561010
(14)	TR 30319	312290001
(15)	TR 30319	312292010
(16)	TR 30320	312351040
(17)	TR 30320	312351016
(18)	TR 30320	312333004
(19)	TR 30320	312334006
(20)	TR 31128	486490033
(21)	TR 31212/31327	487531020
(22)	TR 32834	488132042
(23)	TR 31269-1	478370014
(24)	TR 29920-1	308573017
(25)	TR 29920	308620043
(26)	TR 33437	484203009
(27)	TR 32018	479671021
(29)	TR 31424	478400043
(30)	TR 32834	488140047
(32)	TR 33256	487243028
(33)	TR 32715	479690029
(34)	TR 32505	487571006
(35)	TR 31618	488371023
(36)	TR 36882	486542041
(37)	TR 31305	487590017
(38)	TR 31590	486590020
(39)	TR 36436	478450034
(40)	TR 36436	478451013
(41)	TR 36760	485260055
(42)	TR 36760	485240053

WQB ID 2 - Tract 27523-1



City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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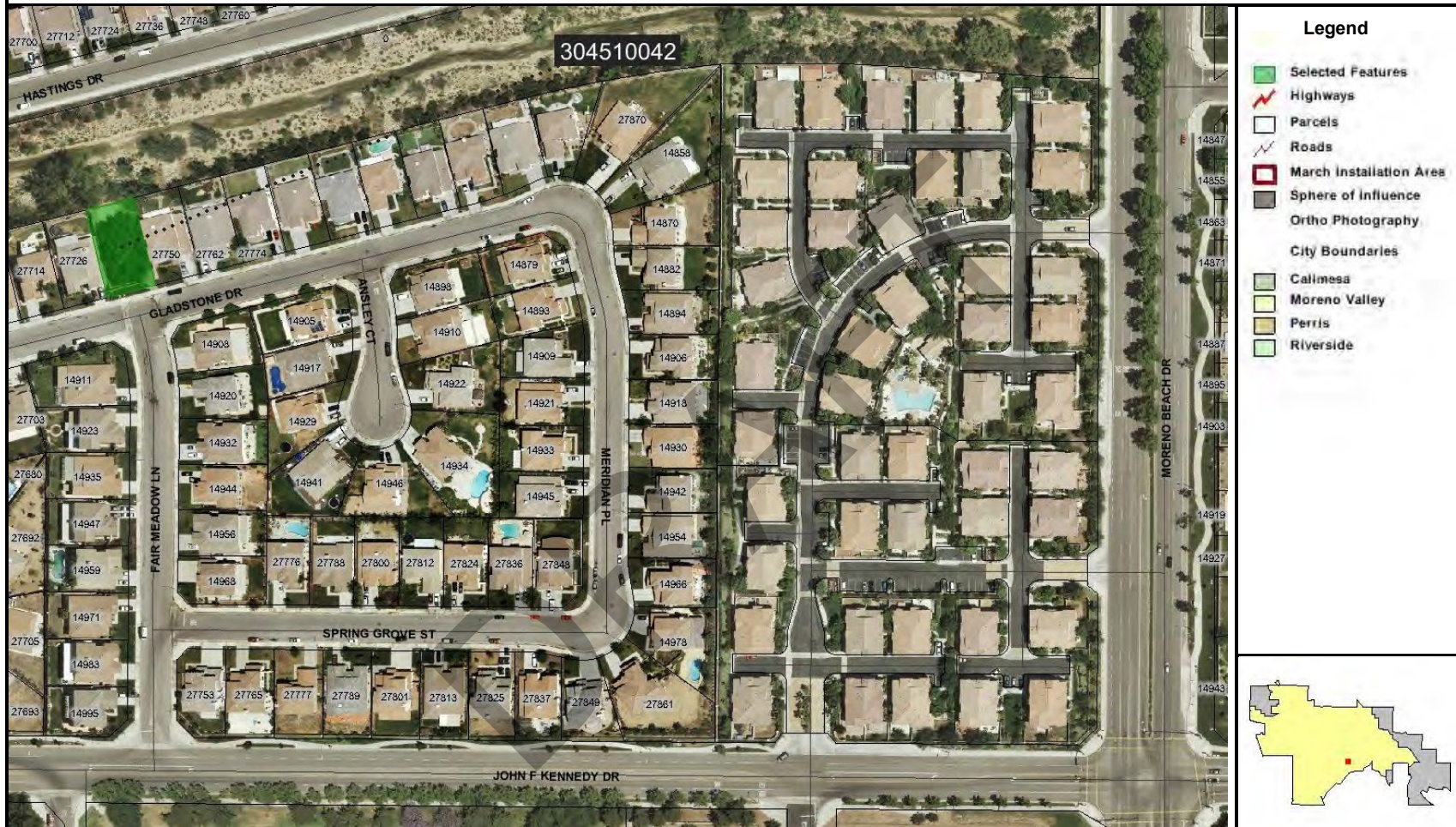


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WQB ID 3 - Tract 22709-1



City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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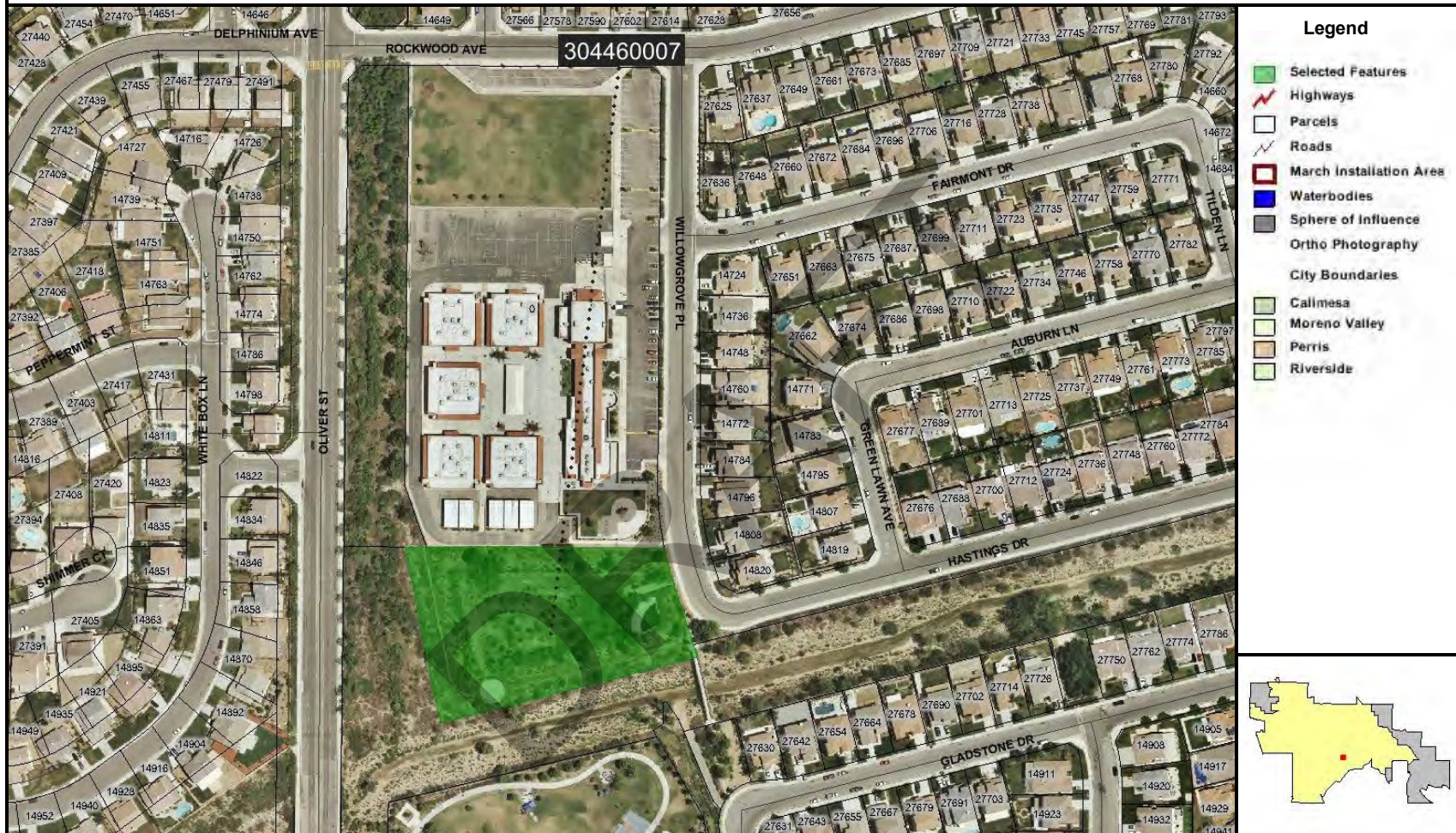


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WQB ID 4 - Tract 22709



City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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0 100 200 400ft



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WQB ID 8 - Tract 30318



City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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0 45 90 180ft

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WQB ID 9 - Tract 30318



City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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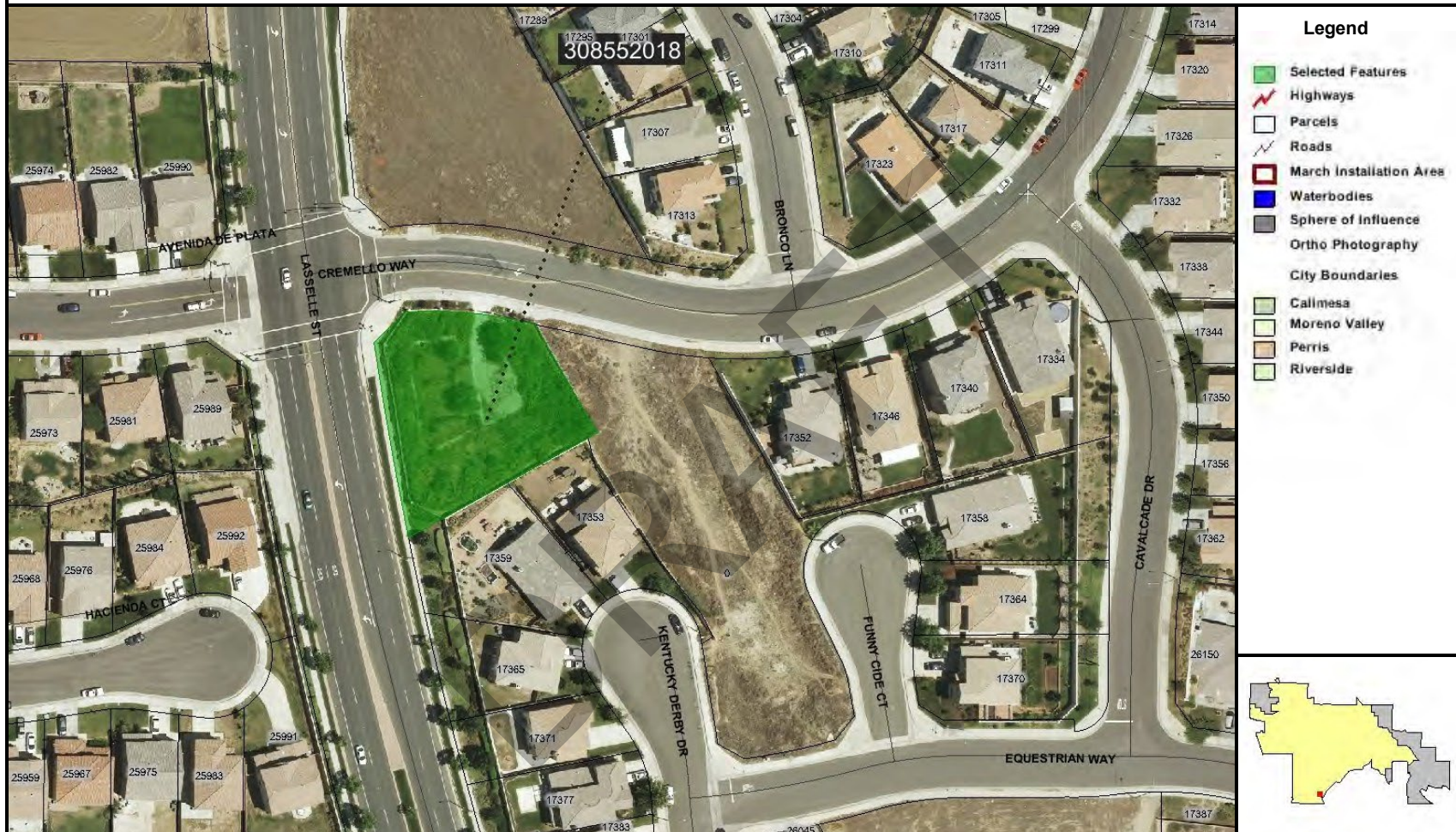
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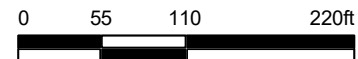


WQB ID 12 - Tract 30321



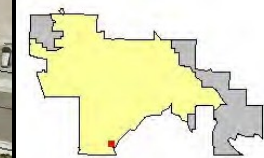
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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

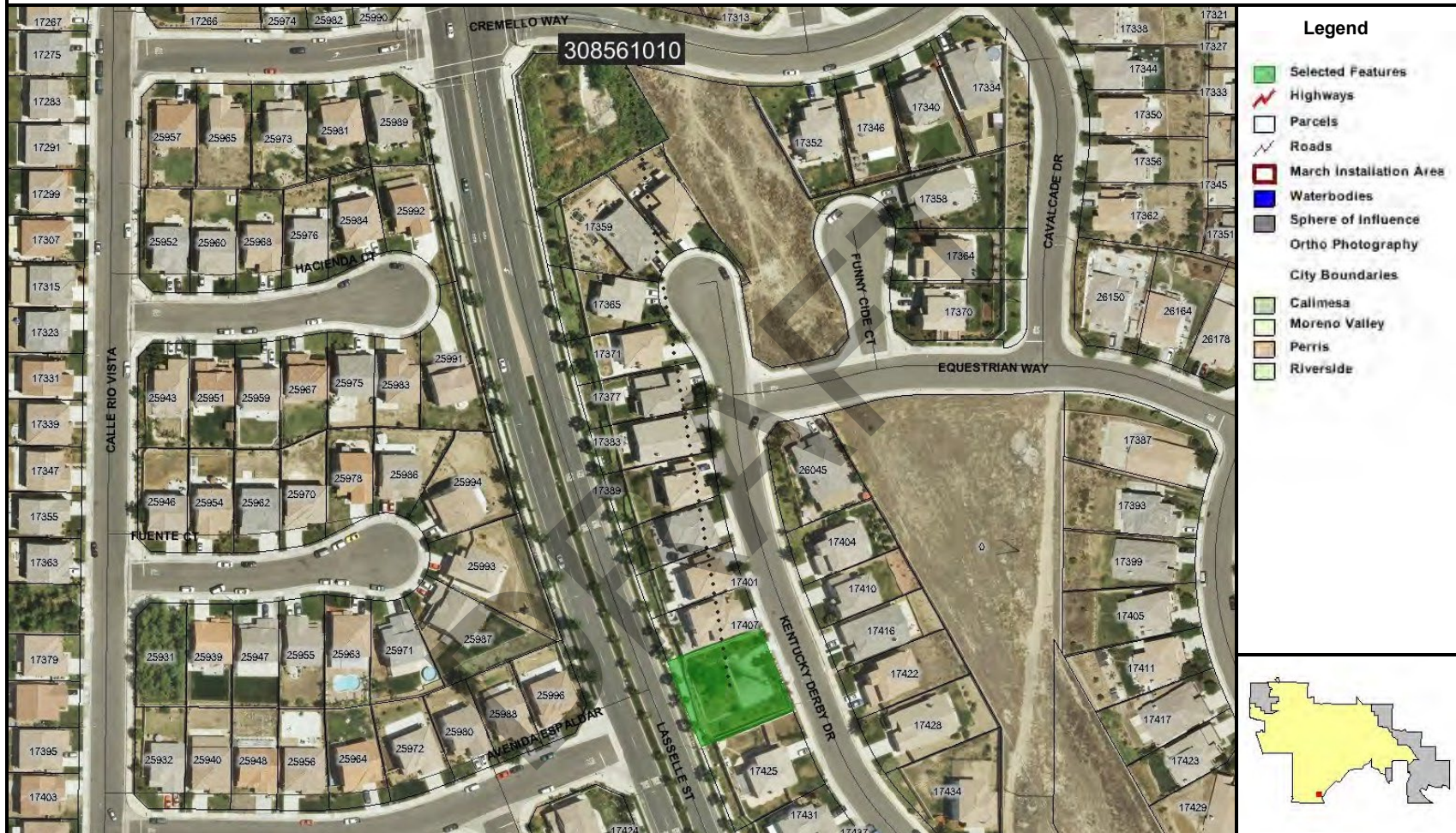


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WQB ID 13 - Tract 30321



City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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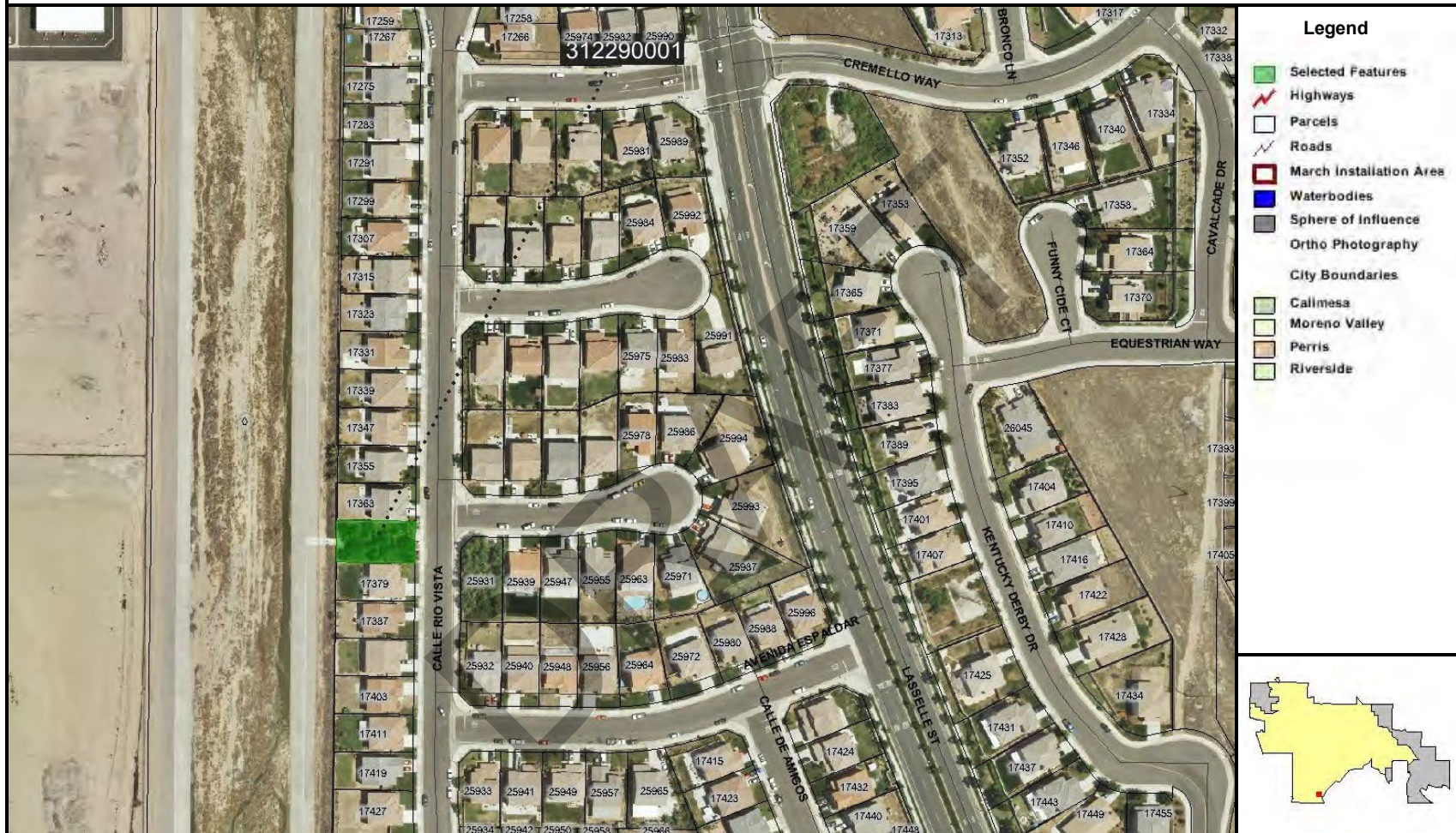


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WQB ID 14 - Tract 30319



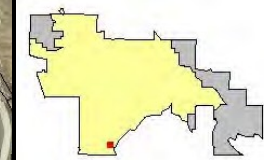
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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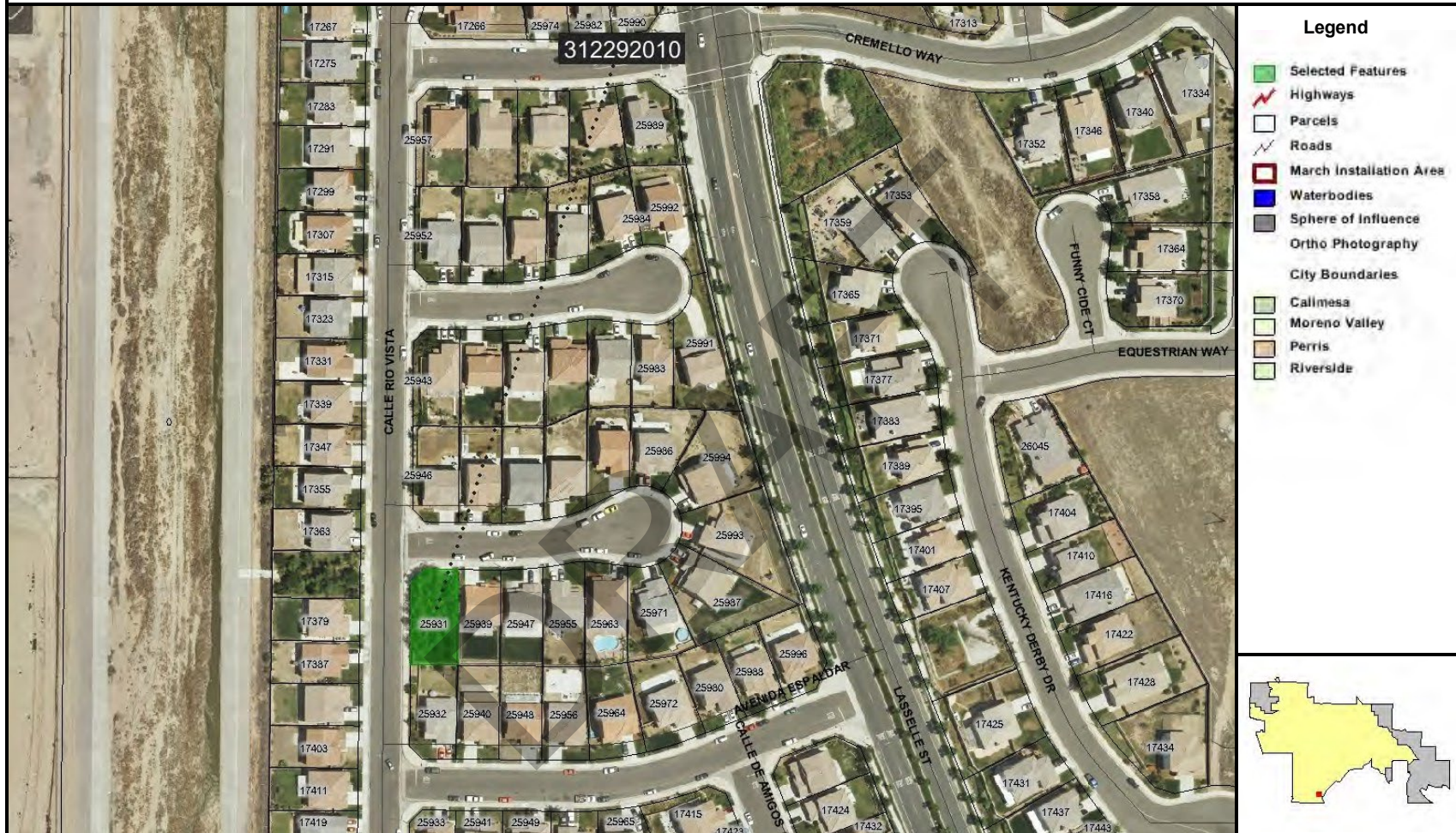


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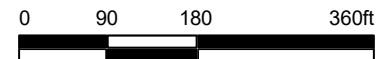


WQB ID 15 - Tract 30319



City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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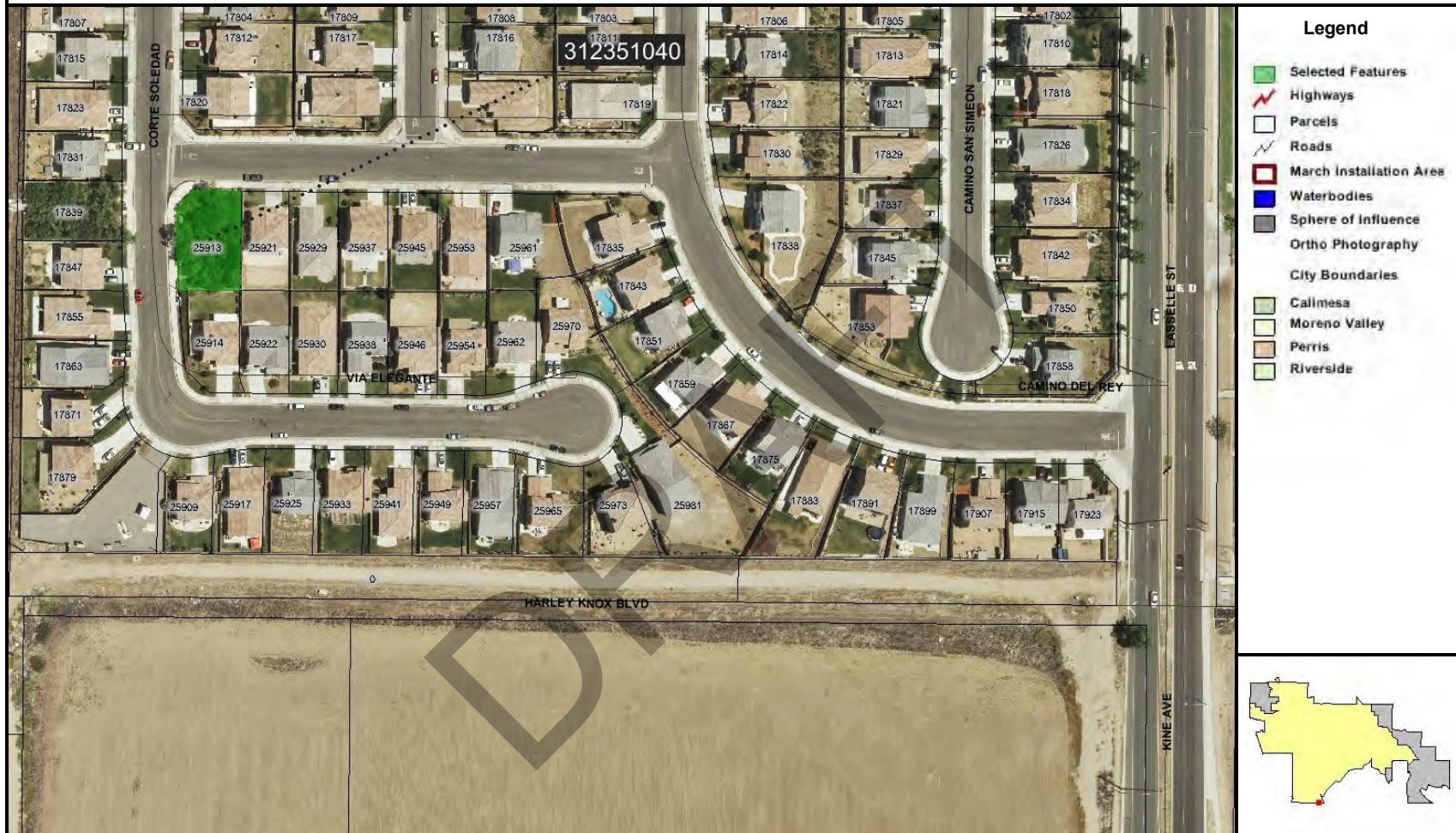


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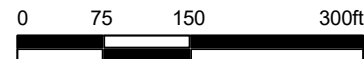


WQB ID 16 - Tract 30320



City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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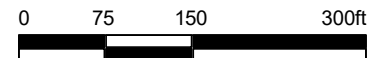


WQB ID 17 - Tract 30320



City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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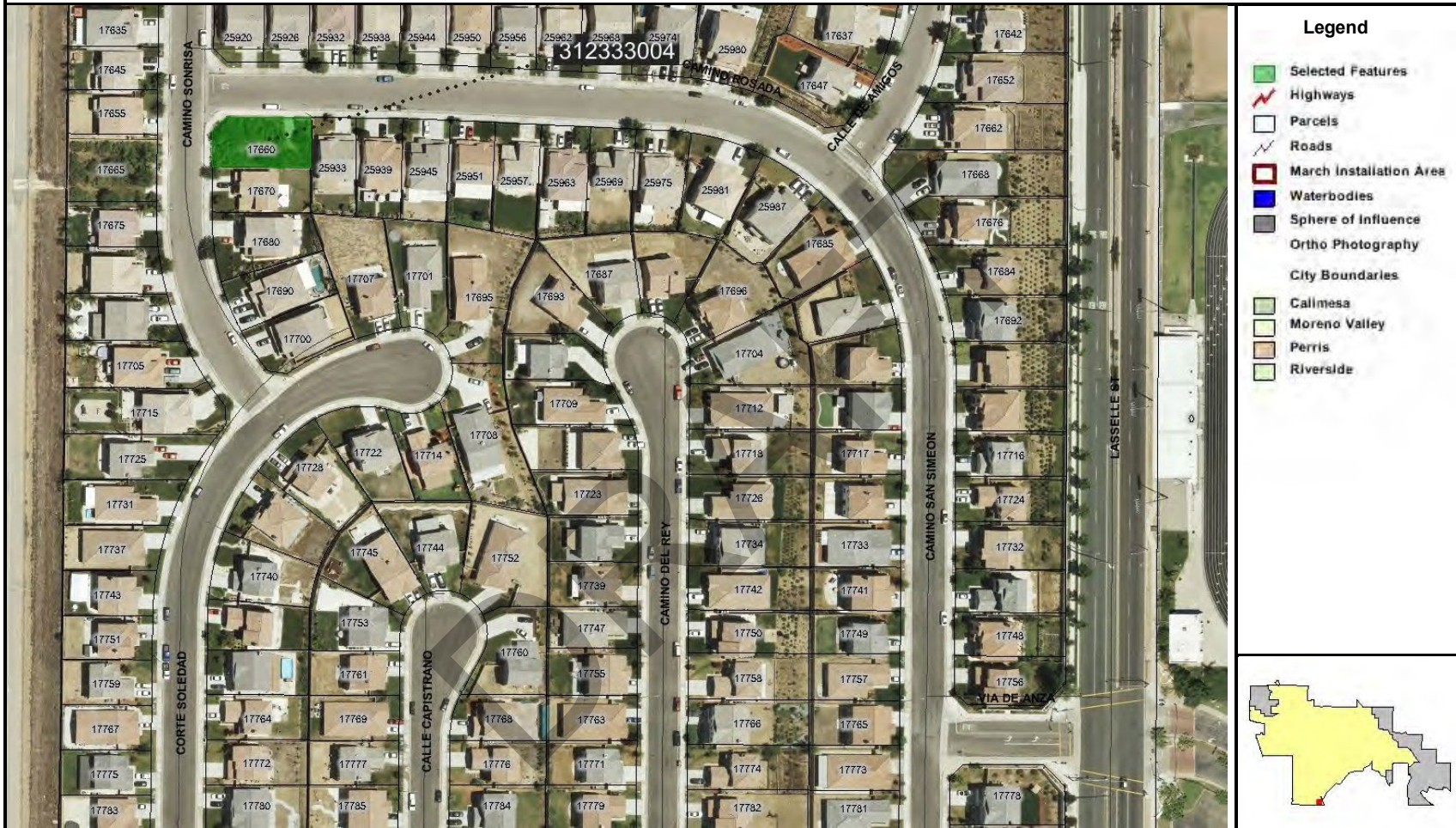


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Printed: 2/19/2013 5:43:04 PM



WQB ID 18 - Tract 30320



City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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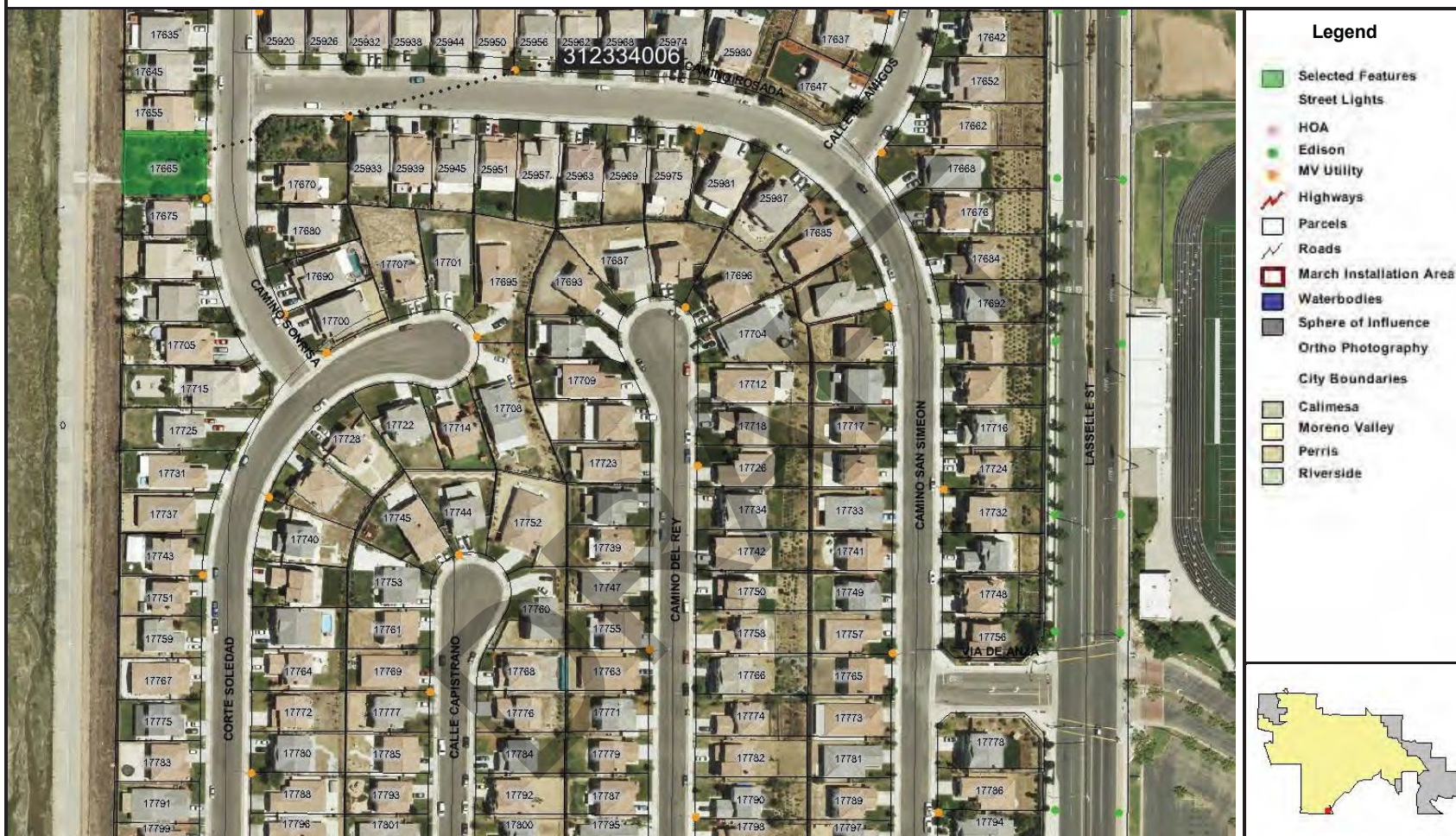


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WQB ID 19 - Tract 30320



City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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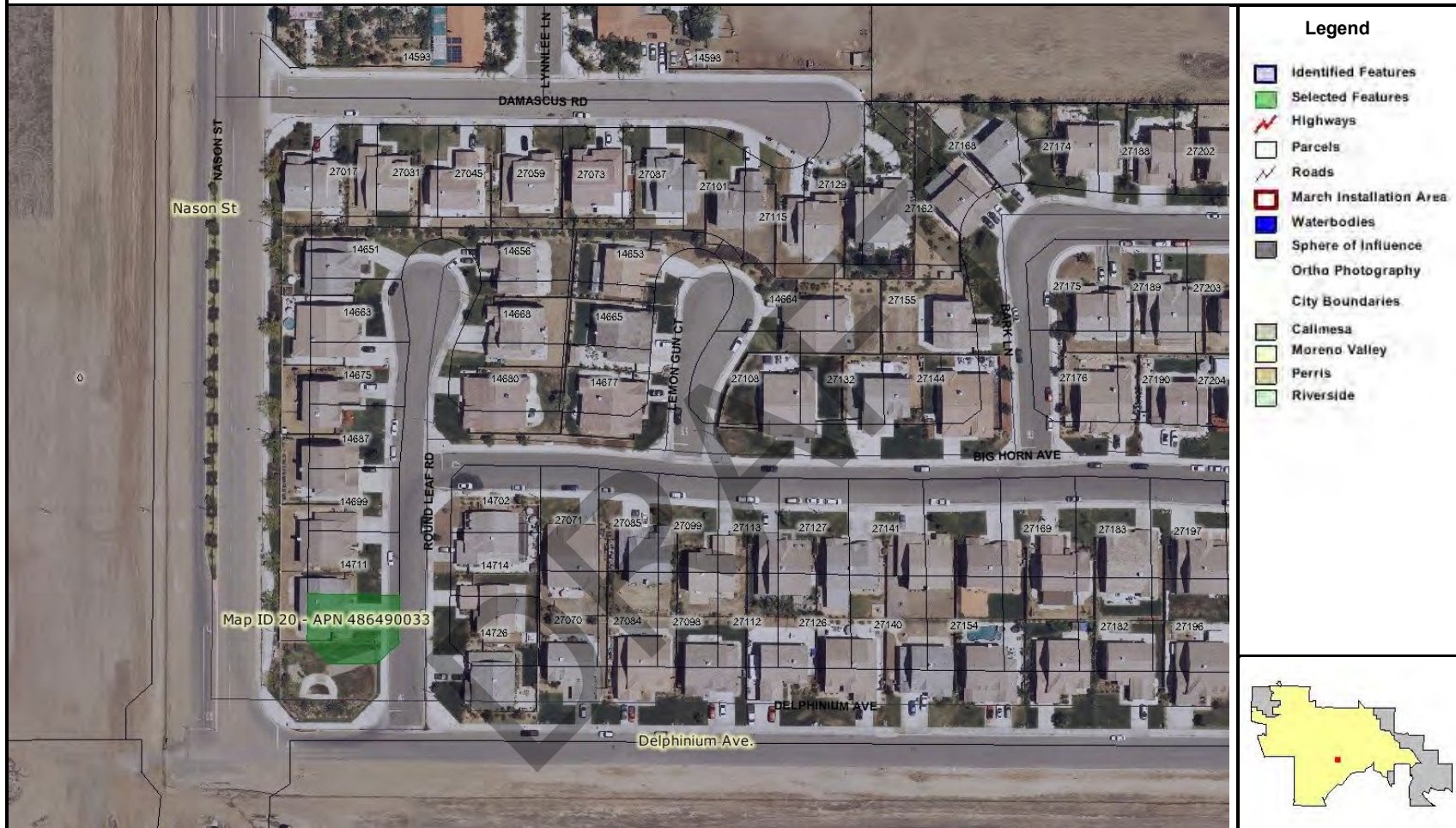


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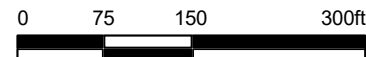


WQB ID 20 - Tract 31128



City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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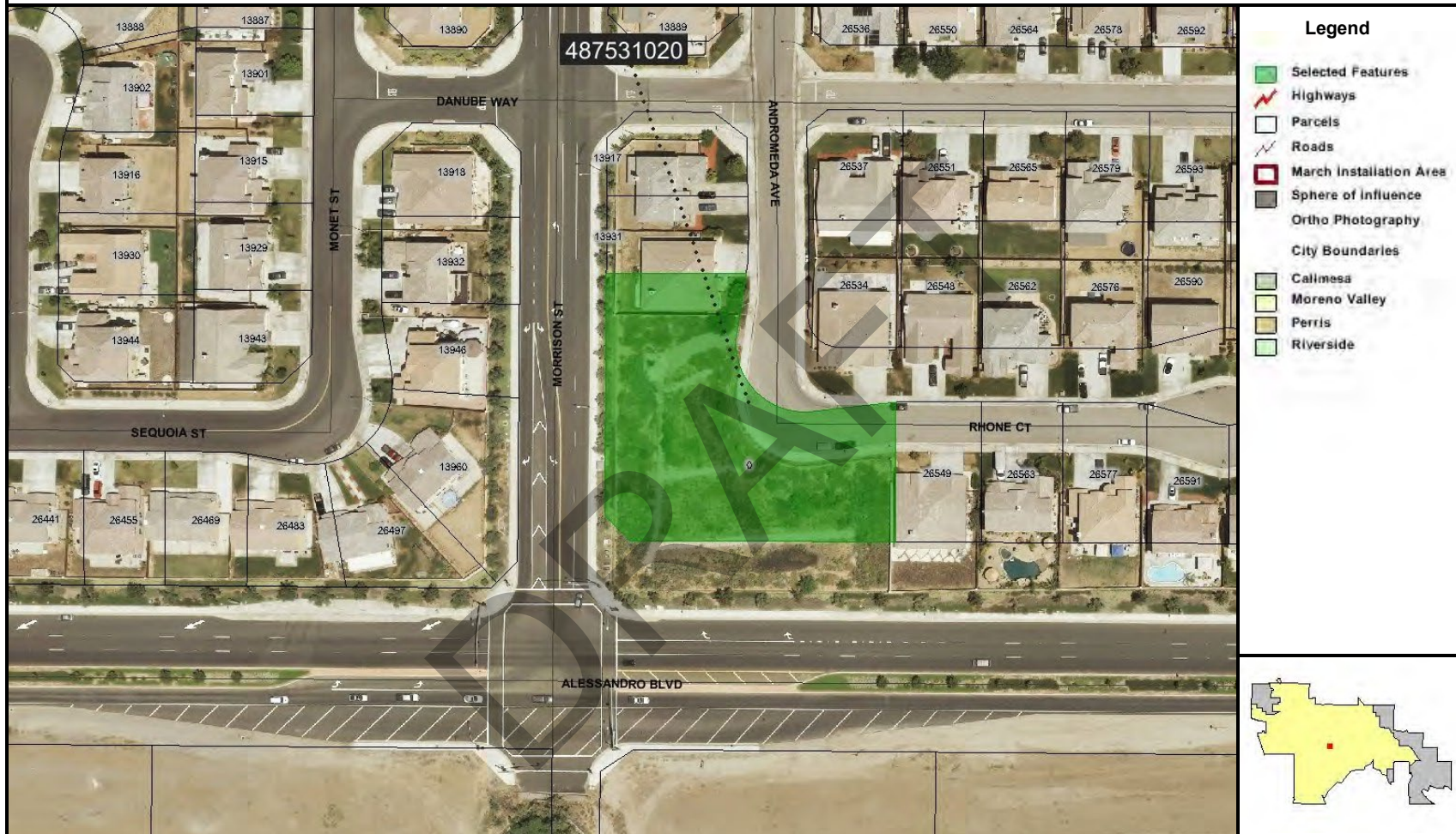


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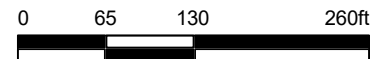


WQB ID 21 - Tract 31212 / 31327



City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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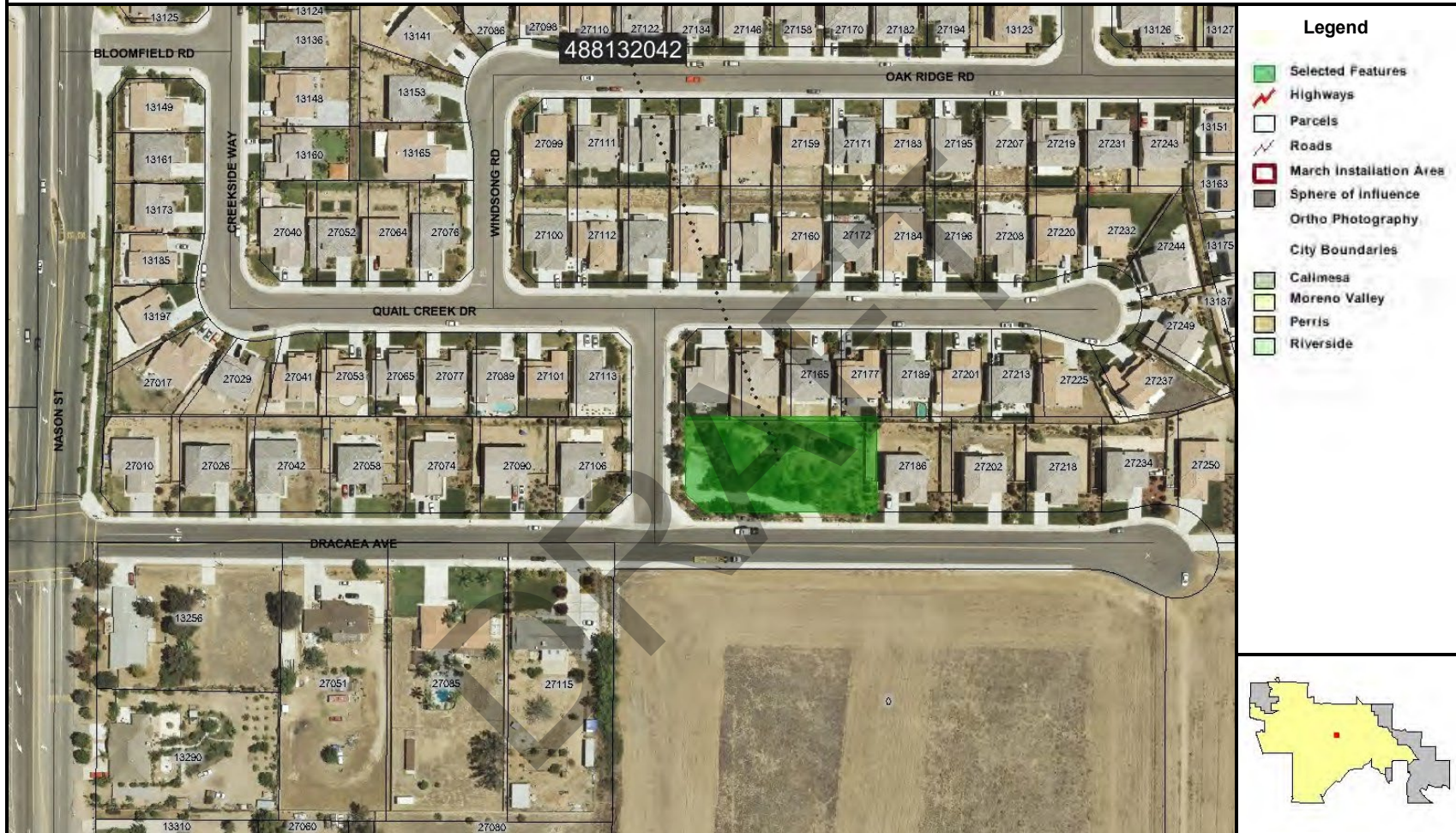


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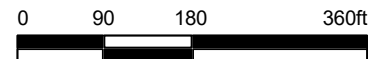


WQB ID 22 - Tract 32834



City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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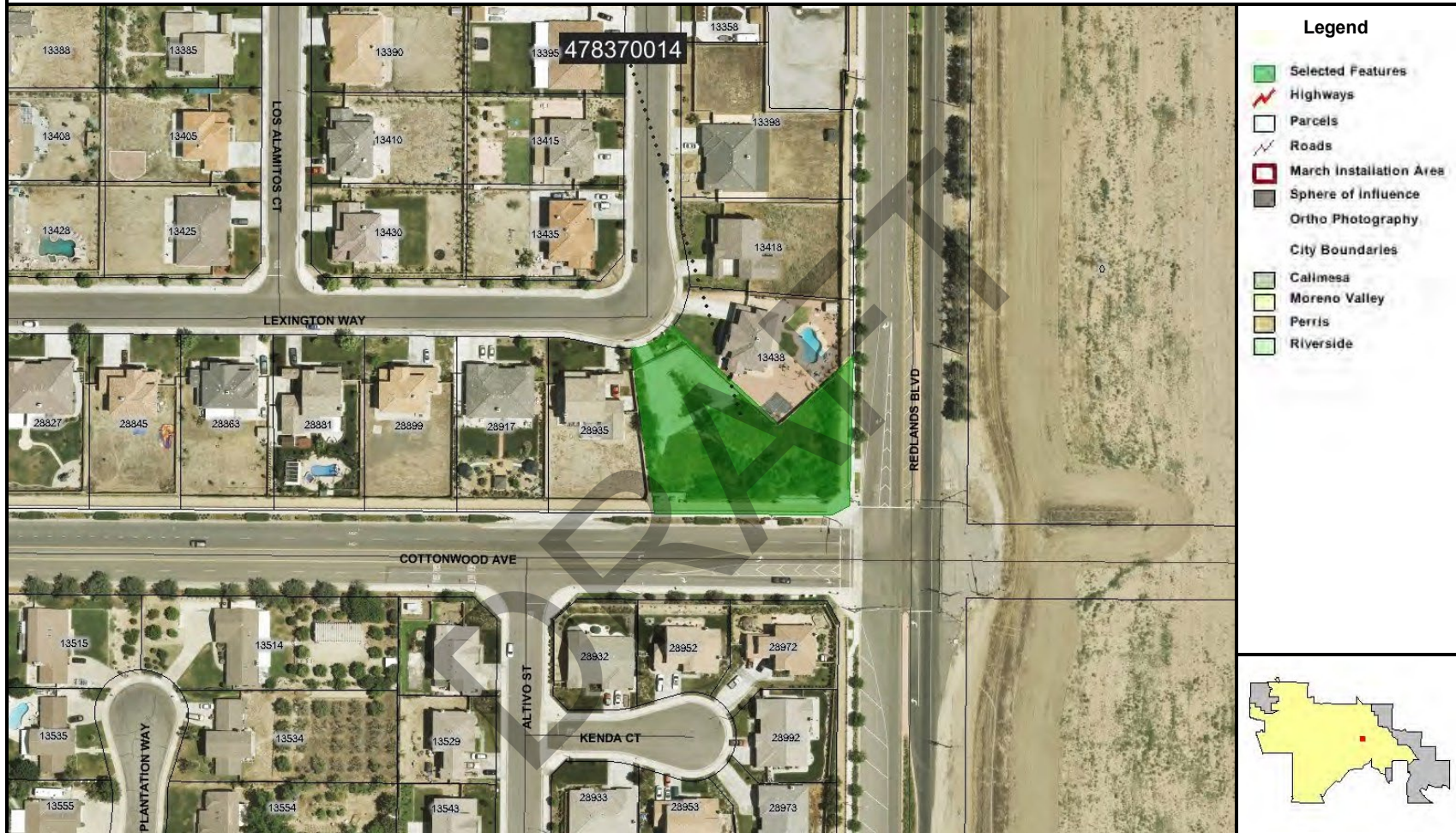


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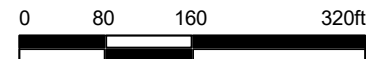


WQB ID 23 - Tract 31269-1



City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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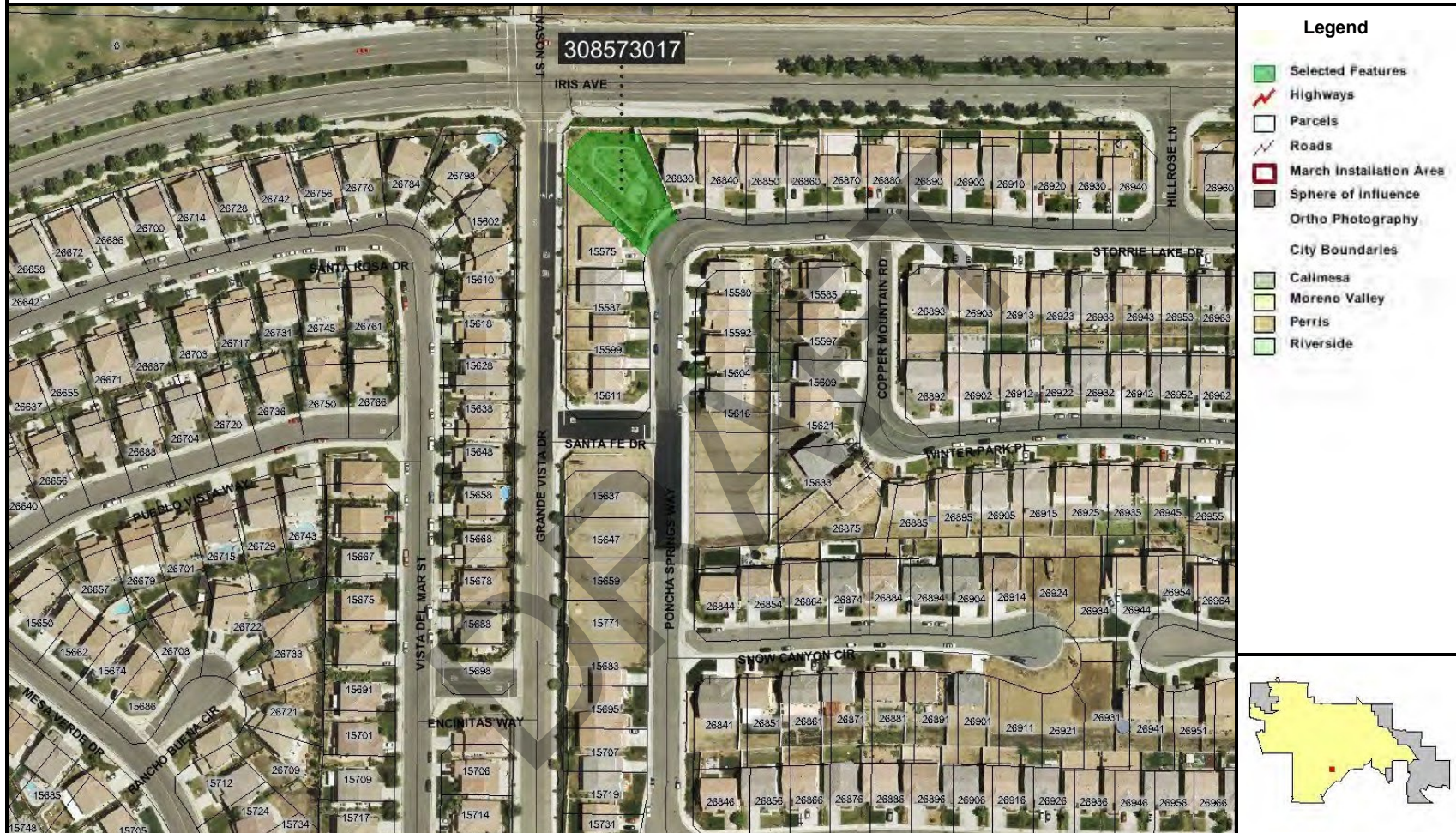


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WQB ID 25 - Tract 29920-1



City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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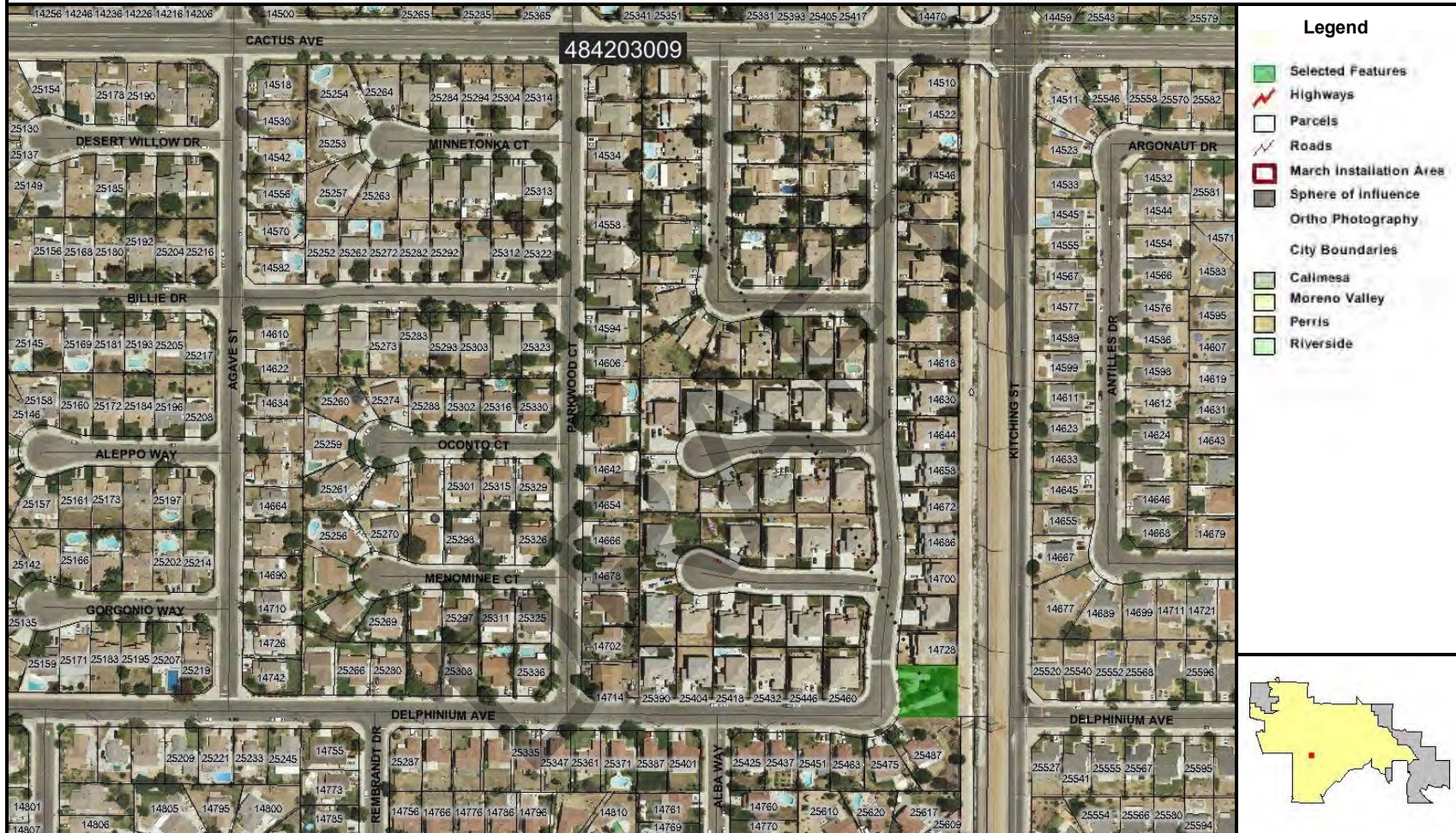


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WQB ID 26 - Tract 33437



City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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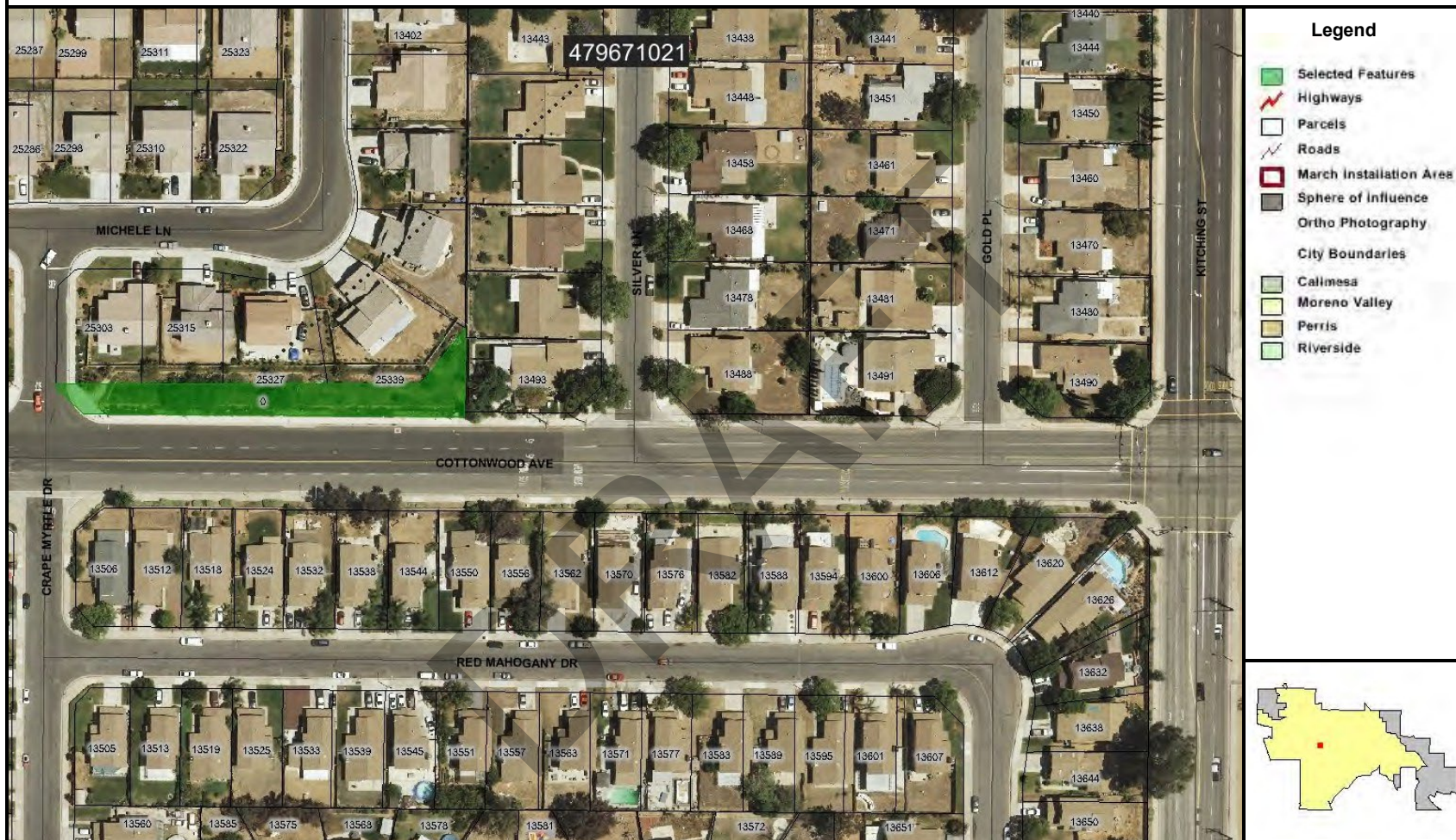


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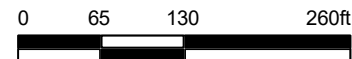


WQB ID 27 - Tract 32018



City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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WQB ID 29 - Tract 31424/31269



City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

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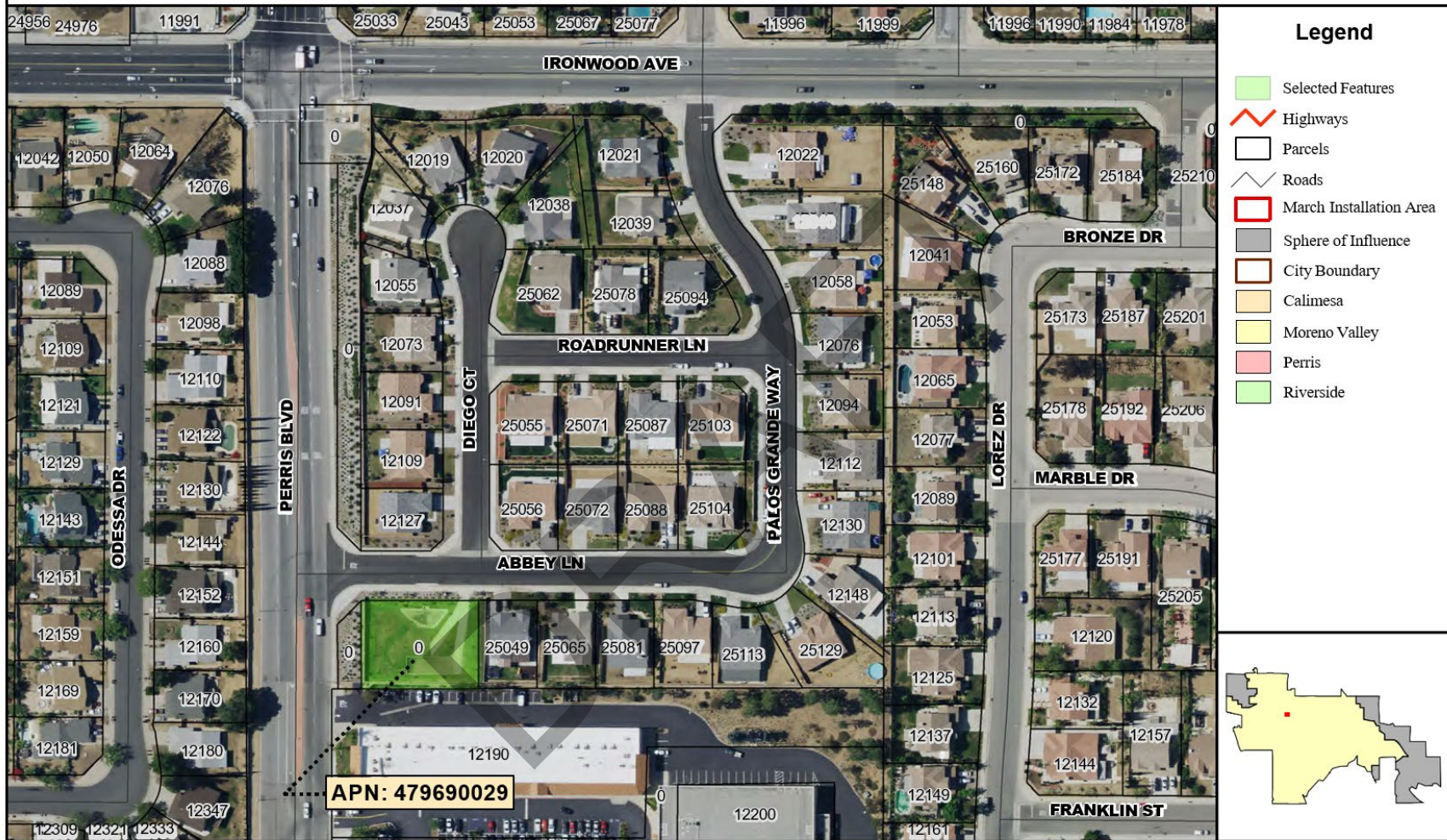
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WQB ID 30 - Tract 32834



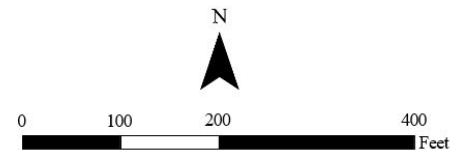
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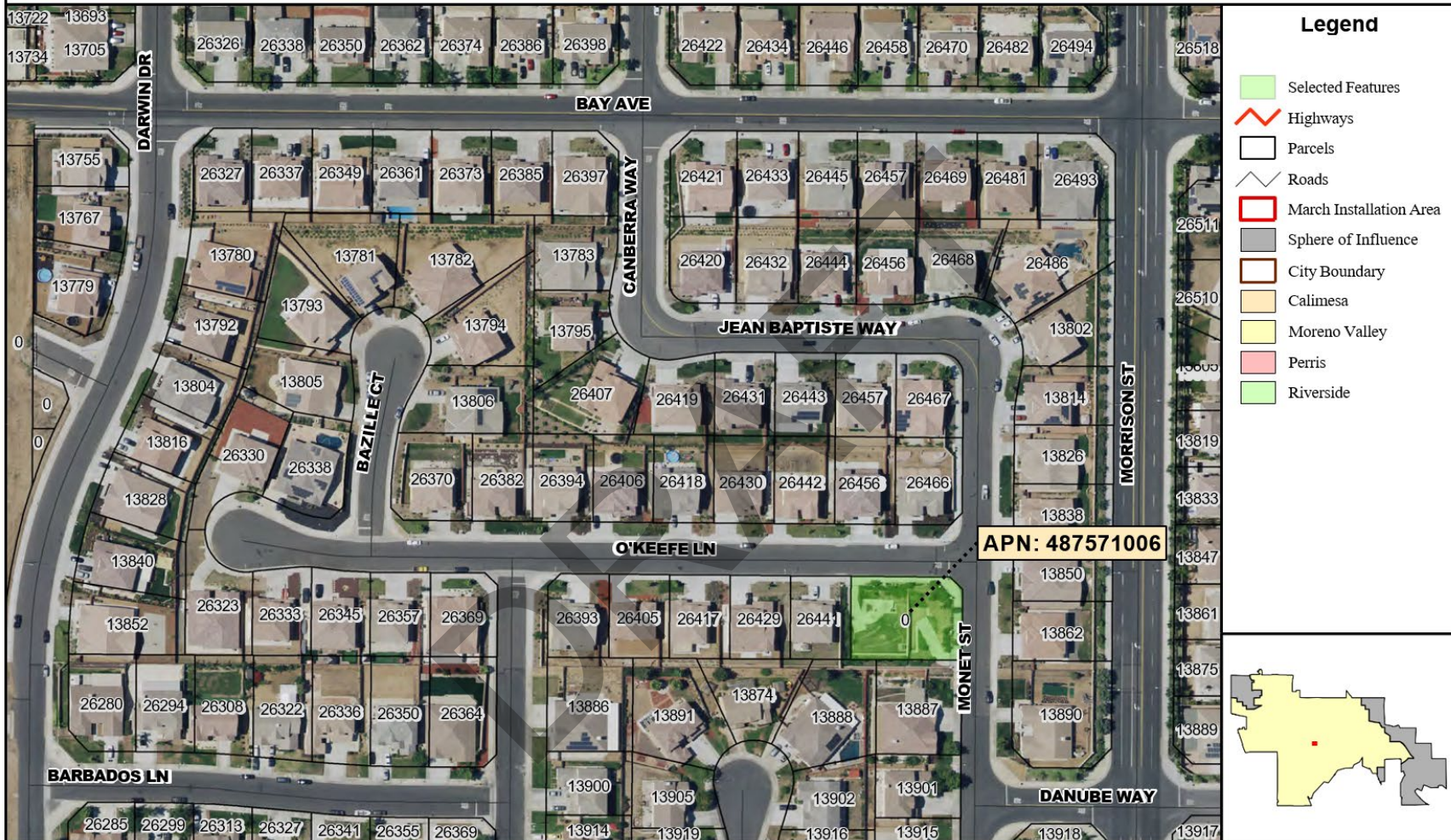
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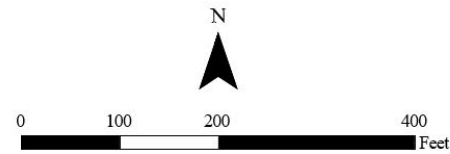
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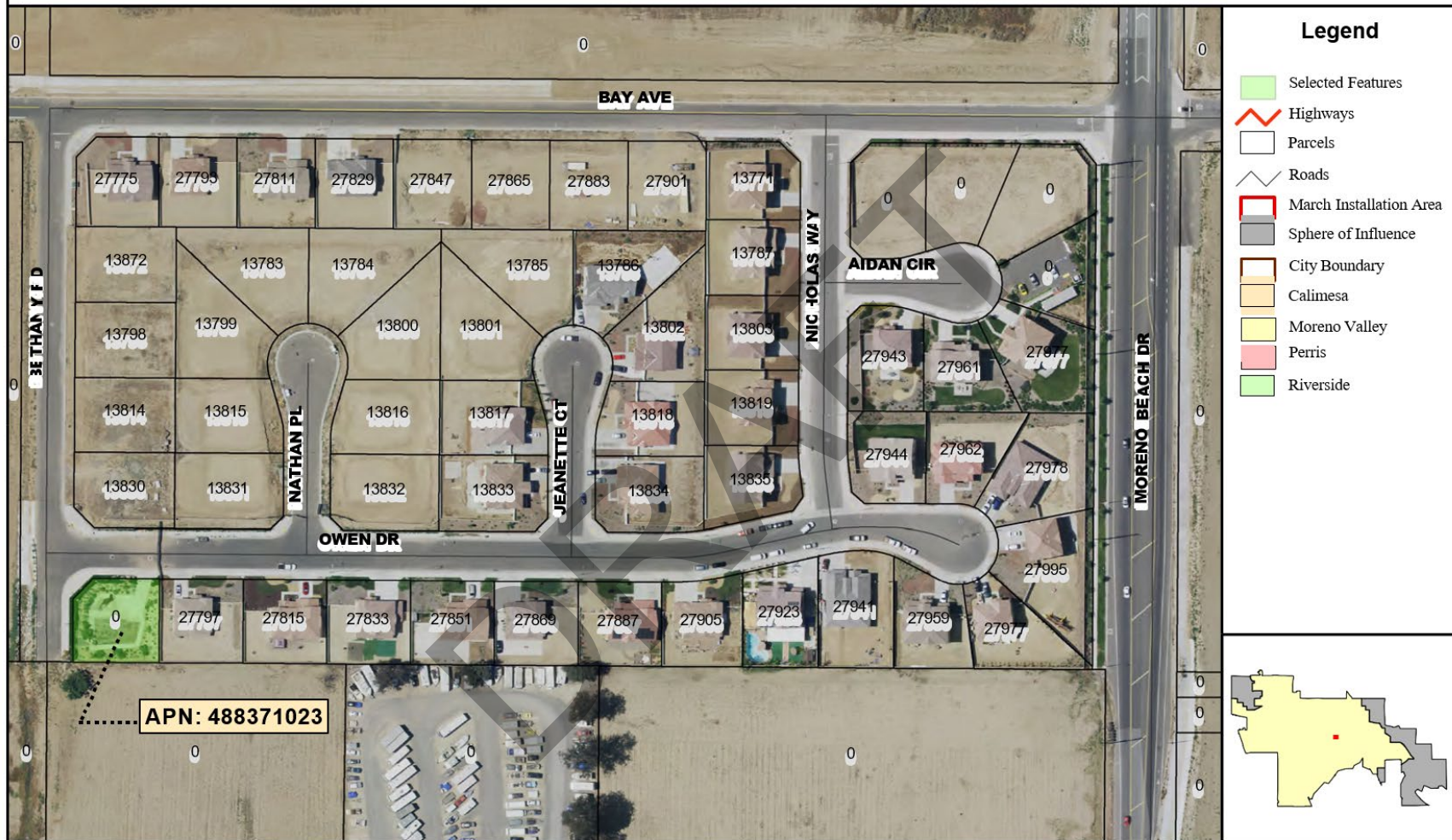
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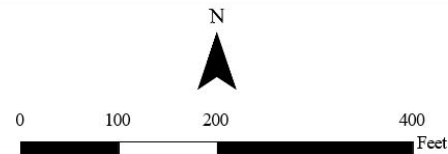
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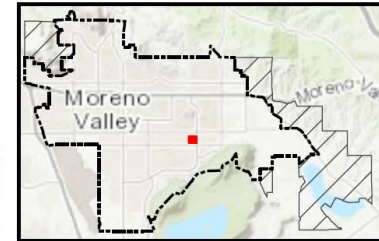
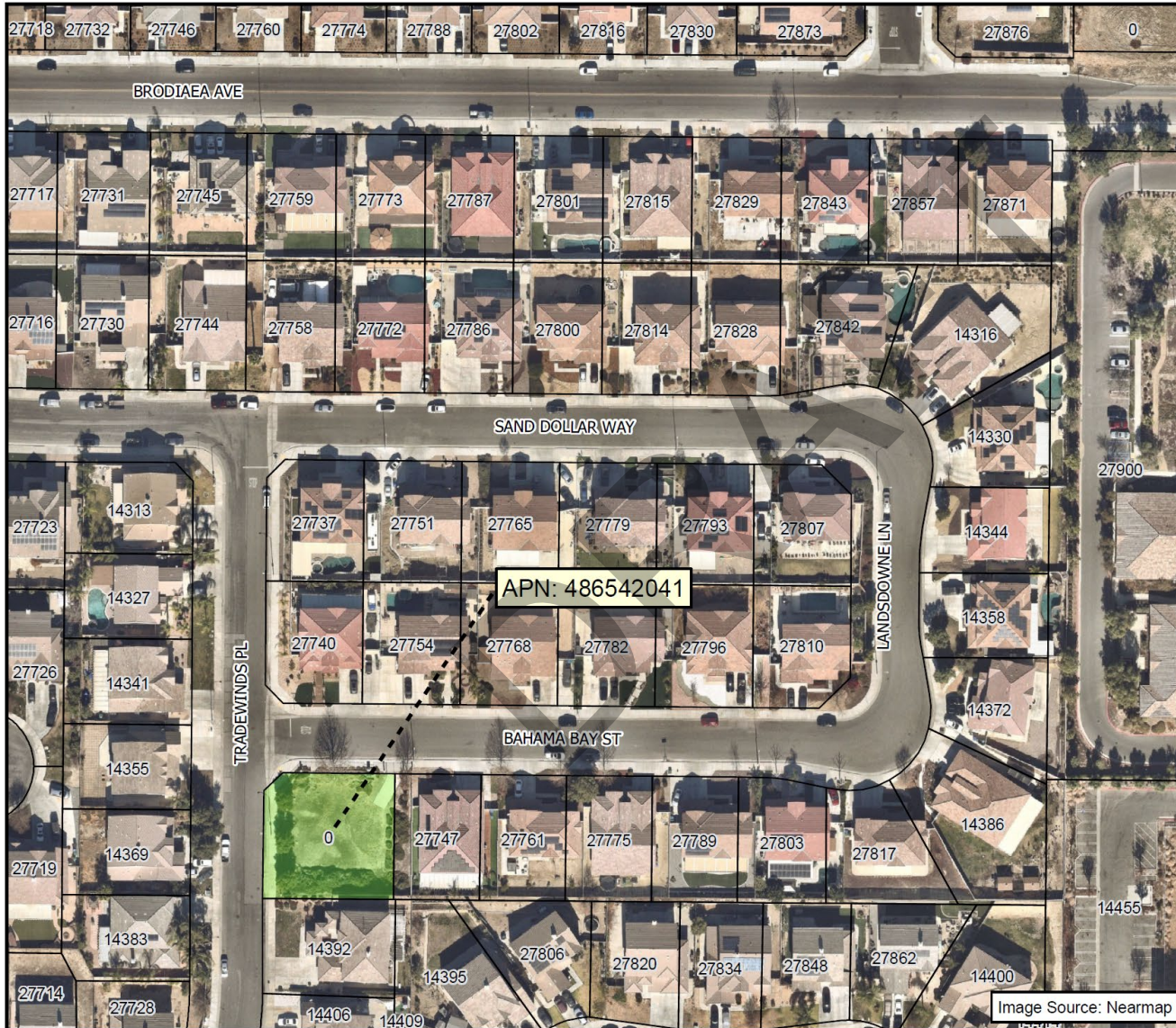
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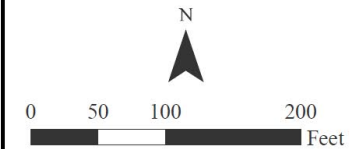
The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City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



WQB ID 36 - Tract 36882



- Selected Parcel
- Parcels
- City Boundary



Map Produced by Moreno Valley
Geographic Information System
Geographic Information in:
NAD 1983 StatePlane California VI FIPS 0406 Feet
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Printed: 02/05/2025

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WQB ID 37 - Tract 31305

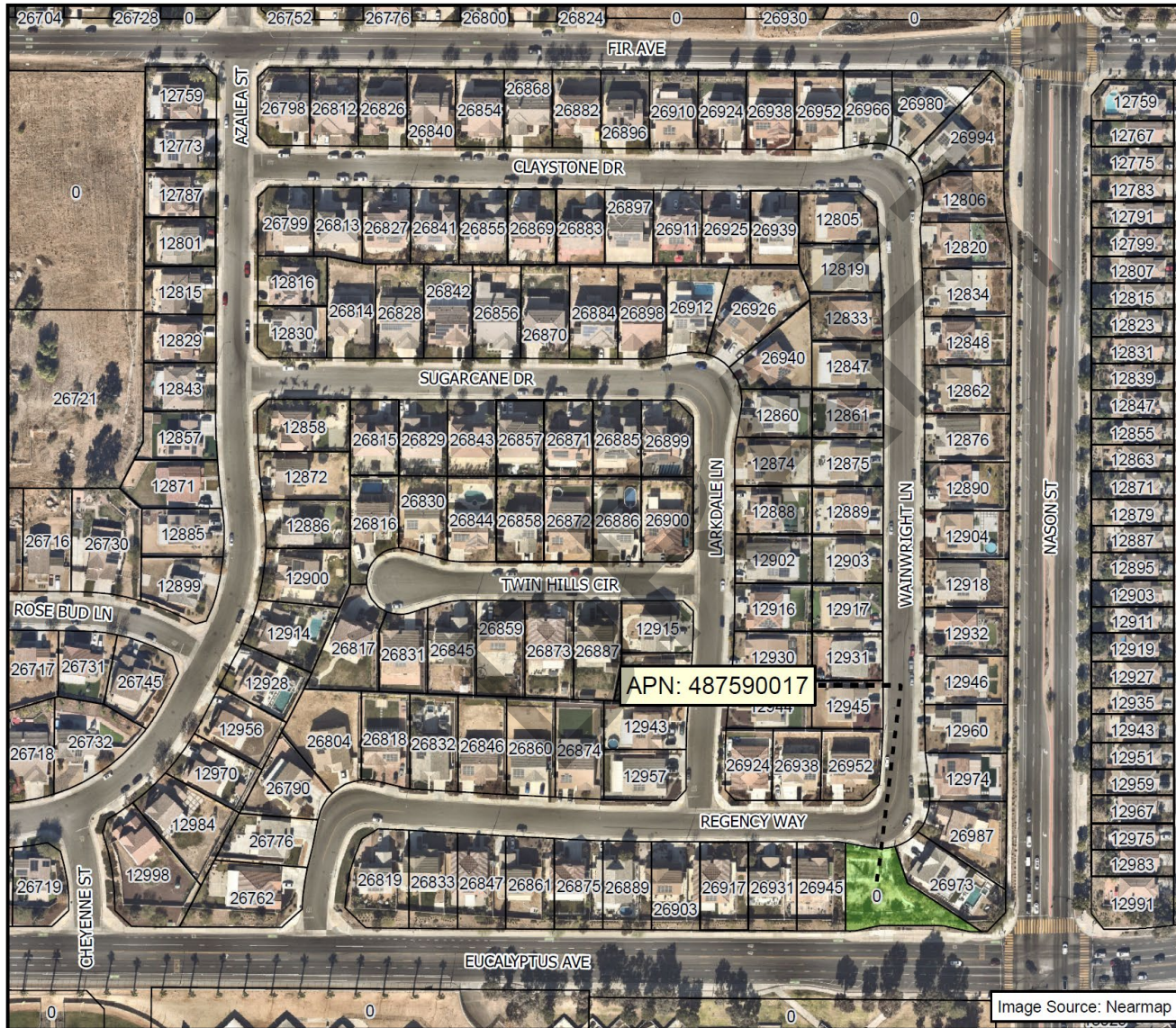
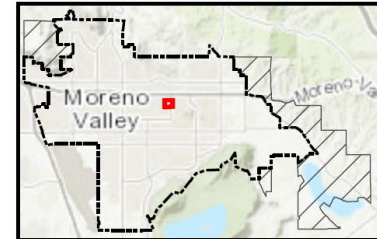
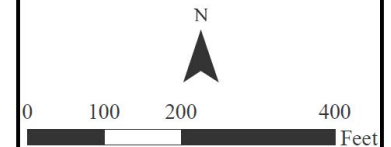


Image Source: Nearmap



- Selected Parcel
- Parcels
- City Boundary

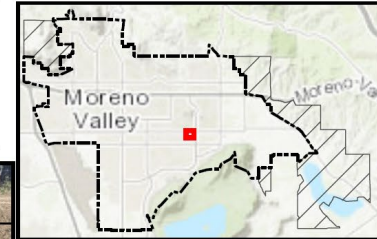


Map Produced by Moreno Valley
Geographic Information System
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Printed: 02/05/2025

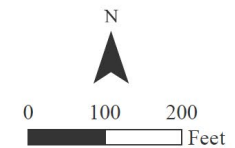
The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City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



WQB ID 38 - Tract 31590



- Selected Parcel
- Parcels
- City Boundary



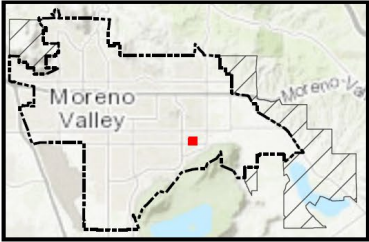
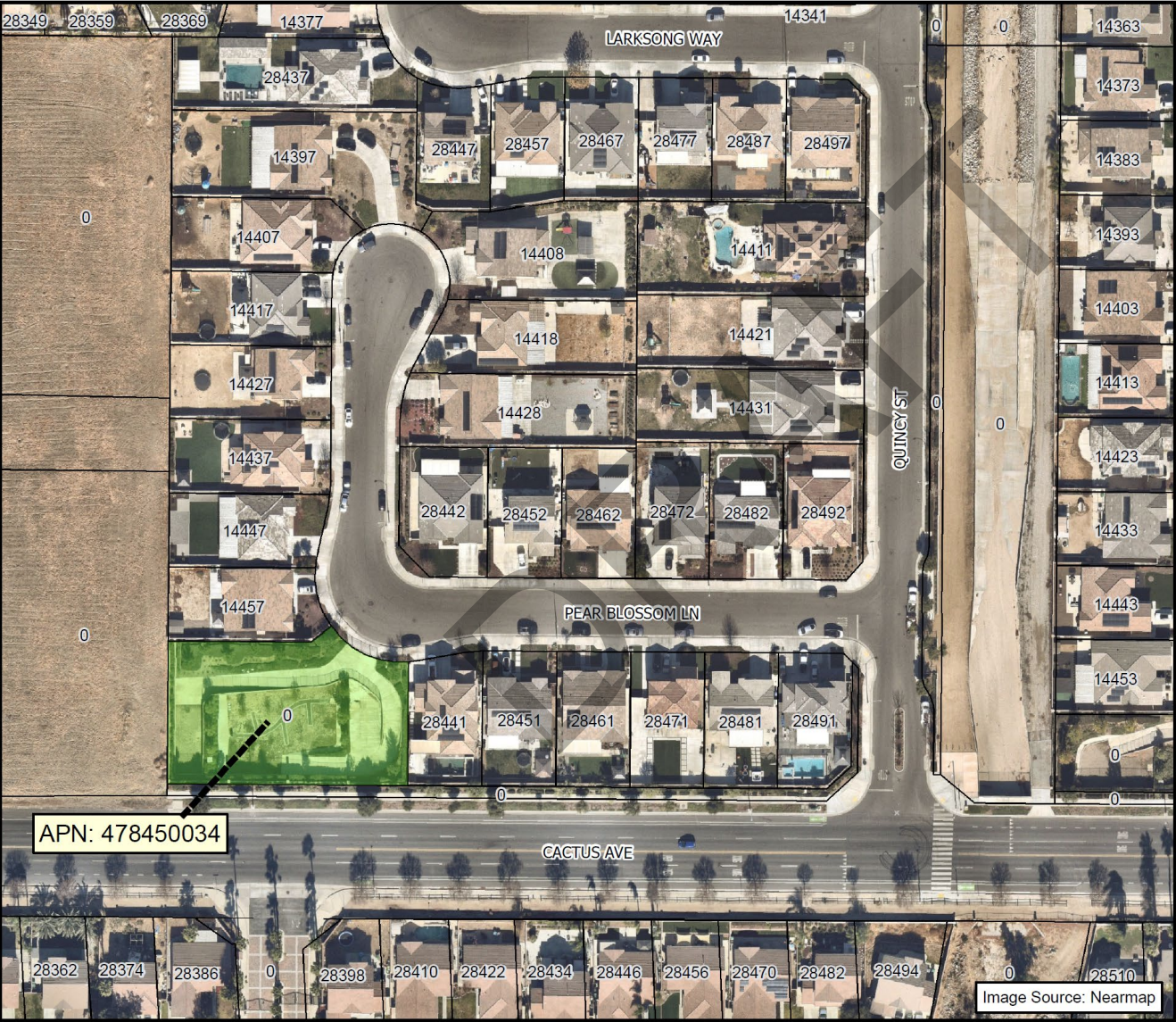
Map Produced by Moreno Valley
Geographic Information System
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Printed: 03/11/2025

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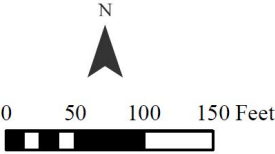


Image Source: Nearmap

WQB ID 39 - Tract 36436



- Selected Parcel
- Parcels
- City Boundary



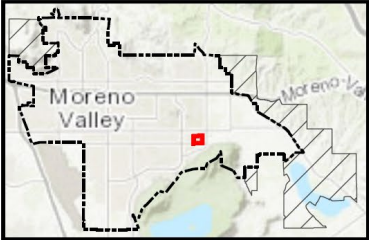
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Geographic Information System
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Printed: 03/12/2025

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

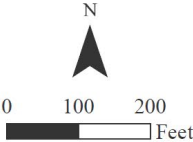


Image Source: Nearmap

WQB ID 40 - Tract 36436



- Selected Parcel
- Parcels
- City Boundary



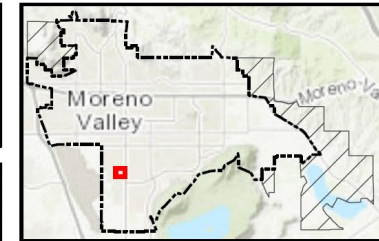
Map Produced by Moreno Valley
Geographic Information System
Geographic Information in:
NAD 1983 StatePlane California VI FIPS 0406 Feet
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Printed: 03/12/2025

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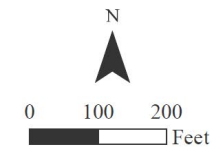


Image Source: Nearmap

WQB ID 41 - Tract 36760



- Selected Parcel
- Parcels
- City Boundary



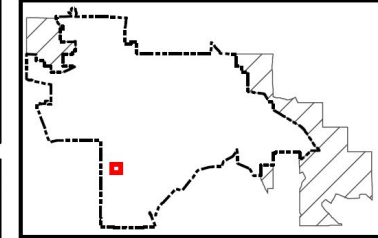
Map Produced by Moreno Valley
Geographic Information System
Geographic Information in:
NAD 1983 StatePlane California VI FIPS 0406 Feet
G:\Divisions\SpecialDist\2025\MXD\WQB41_TR36760.mxd
Printed: 03/12/2025

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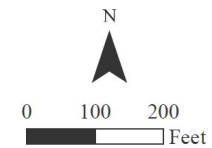


Image Source: Nearmap

WQB ID 42 - Tract 36760



- Selected Parcel
- Parcels
- City Boundary



Map Produced by Moreno Valley
Geographic Information System
Geographic Information in:
NAD 1983 StatePlane California VI FIPS 0406 Feet
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Printed: 03/12/2025

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33. REPORTING FORMS

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

Weekly Irrigation Report Form

City of Moreno Valley, Special Districts Division

SDLandscape@moval.org – Due: 2nd workday of week, 1 week in arrears

PROJECT NO. _____

MONTH OF _____, 20____

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

Monthly Greenwaste Report Form

City of Moreno Valley, Special Districts Division

SDLandscape@moval.org – Due: 10th day of each month, 1 month in arrears

PROJECT NO. 20__ - __

Month _____ Year _____

1. Source of greenwaste

Location _____

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

Lbs.
or
tons

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

Contractor Name
Address
Phone Number

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

Lbs.
or
tons

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

Contractor Name
Address
Phone Number

6. Number of times turf mowed this month

7. Number of times turf mowed without clippings caught

Contractor Name: _____

Address: _____

Phone Number: _____

Monthly Landscape Services Report Form

City of Moreno Valley, Special Districts Division

SDLandscape@moval.org – Due: 10th day of each month, 1 month in arrears

PROJECT NO. _____ MONTH OF _____, 20____

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

EXHIBIT B - CITY RESPONSIBILITIES

LANDSCAPE MAINTENANCE SERVICES

1. AGREEMENT SUPERVISION

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

The Director will decide all questions, which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION CONTROLLER SYSTEMS

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

3. UTILITIES

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

4. RESTRICTED PESTICIDE MATERIALS/PERMIT/USE CONSENT

- A. The use of Pesticides in the water quality basins is not permitted, however, as a matter of standard operating procedure, the City shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.
- B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C - PAYMENT TERMS

LANDSCAPE MAINTENANCE SERVICES

1. CONTRACTORS COMPENSATION

- A. The Contractor's compensation shall not exceed \$ 828,928.00.
- B. Compensation shall be based on the Bid/Compensation Schedule.
- C. Written notice of the compensation amount for the next fiscal year shall be provided to the Contractor at least thirty (30) days prior to the end of each fiscal year.
- D. Any request for increase in the Contractor's compensation shall be based on an annual inflation adjustment, calculated for the previous calendar year, based on the Riverside-San Bernardino-Ontario Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. Any such request shall be made to the City in writing no later than May 1 of each year. Upon approval, the adjustment would be effective July 1 of the following fiscal year.
- E. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
- F. The Contractor will electronically submit an invoice per site to be paid monthly based upon successful performance of the maintenance services provided in accordance with an approved service schedule for each area/site and in compliance with the terms and provisions of this Agreement. By the tenth of each month the Contractor shall submit to the Director detailed reports of the following:
 - a. Maintenance performed, which must include the location, area or site of such maintenance.
 - b. Greenwaste
 - c. Complaints received.
 - d. Hazards noted.
 - e. Chemicals used in the prior month, if any.
 - f. Invoice for service, which lists in detail the site (e.g. Zone, Tract ID/Number), service performed and cost in accordance with the Agreement price, which shall become the basis for payment.

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

- G. The Contractor will submit all invoices electronically to the Special Districts Division at SDLandscape@moval.org with a copy to Accounts Payable at accountspayable@moval.org.

The Contractor will electronically submit reports to the Special Districts Division at SDLandscape@moval.org. Questions regarding invoices or reports may be directed to the Special Districts Division at 951.413.3480.

- H. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf (Business tab).
- I. The minimum information required on all invoices is:

- a. Vendor Name, Mailing Address, and Phone Number
- b. Invoice Date
- c. Purchase Order Number
- d. Vendor Invoice Number
- e. City-provided Reference Number (e.g. Projector Contract Number)
- f. Date services were provided.
- g. Location Services where Testing and/or Services were performed to include Zone, Tract Number, Tract ID (if applicable), or general vicinity where services were performed within the identified service area.
- h. Month services that were rendered with amount(s) due organized to correspond with Contract/Purchase Order line item(s) (e.g. Base or Additional Work).
- i. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of an Agreement amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
- j. Supporting documentation including receipts for materials purchased, summary tables demonstrating the calculation of total amount due, including description and cost breakdown by job performed within each area, the calculation of mark-up, and the addition of any applicable labor cost. Note: mark-up shall not include tax, shipping or labor.
- k. If written authorization was required prior to the commencement of work, documentation of the approval is to accompany the subject invoice. Documentation shall include final approved proposal, and corresponding written authorization (e.g., fully executed proposal or proposal accompanied by the corresponding email approval).

- J. The City will pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
- K. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
- L. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

2. ADDITIONAL WORK

- A. During the term of this Agreement the City may, at its discretion, authorize the Contractor to perform certain Additional Work as described herein, in addition to the work set forth in Exhibit A.
- B. If the City determines it to be in the City's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.
- C. Compensation for all such Additional Work shall be calculated either at the prices set forth by the Contractor and included herein or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost-plus basis), as determined by the Director. Written estimates shall contain sufficient detail to justify the cost (i.e., quantities, adequate work description) and shall contain the location (Zone or Tract ID, or general vicinity) where services are to be performed. Except as set forth below, the Contractor shall not perform any such Additional Work services without first obtaining express written authorization from the City.
- D. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the City may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the City for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the City may, after reasonable attempt to notify the Contractor, cause such action to be taken by the City's work force.
- E. The Contractor shall maintain additional landscape areas the City may add to this Agreement at a unit price comparable to landscape areas described herein. In the event that notification is made, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Price Table Import Schedule shall be prorated from the day the Contractor commences work on the additional areas.
- F. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform

said repairs at Contractor's cost plus a percentage of that cost, as set forth in herein. For the purposes of this Agreement, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers, sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: a) normal "wear and tear", and b) vandalism or theft (which includes acts or omissions by third parties).

- G. Except as specifically approved by subsequent action of the City Council and/or District Board of Directors, the Director may not authorize Additional Work in excess of the not to exceed amount.

3. PAYMENT DEDUCTIONS

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

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

4. LIQUIDATED DAMAGES FOR NON-PERFORMANCE

- A. The Contractor shall complete all work within the required timeframes, schedules, and performance intervals as set forth in this Agreement, the Scope of Work, or as directed by the City.
- B. The City retains the right to issue a Change Order reducing the contract price, require acceleration of performance at the Contractor's expense, or pursue any other legal remedy, including collection from the Contractor, its insurance, or surety.
- C. Neither the City's failure nor delay in deducting liquidated damages from payments due to the Contractor, nor City's failure or delay in notifying Contractor of the accrued liquidated damages, shall be deemed a waiver of City's right to enforce this section. The imposition of liquidated damages shall not limit City's ability to seek additional remedies for Contractor default, including termination of this Agreement if non-performance persists.

5. NON-PERFORMANCE PENALTIES

- A. The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety including but not limited to wearing of appropriate work attire; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Agreement, or General Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the

General Provisions at the intervals and/or frequencies as set forth therein, or as directed by the City. For each of the categories set forth hereinabove, the penal sum of \$100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

- B. If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, facsimile transmission, letter, or by telephone.
- C. The Contractor will not be assessed non-performance penalties for delays caused by the City or by the owner of a utility to provide for the removal or relocation of utility facilities.
- D. Excessive Utility Usage. Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the City to allow for explanations.
- E. Labor Laws and Prevailing Wage. Per Labor Code Section 1775, the Contractor shall forfeit to the City an amount not to exceed two hundred dollars (\$200) for each calendar day or portion thereof, that each laborer, workmen or mechanics employed that are paid less than the general prevailing rate of wages referred to and stipulated for any work done under the proposed contract, by him or by any subcontractor under him, in violation of the provisions of the Labor Code, and in particular, Sections 1170 to 1781 inclusive. Contractor and any and all or its subcontractors shall forfeit to the City twenty-five dollars (\$25) for each worker employed in the performance of this Agreement for each calendar day during which the 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 Section 1813 of the Labor Code.

6. VENDOR COMPENSATION AND RATE ADJUSTMENT

Vendor's compensation, including all contracted hourly rates, is fixed for the Term of this Agreement, and no automatic or scheduled increases shall apply except those expressly incorporated herein. If the Vendor makes its performance contingent upon a rate increase, the Vendor commits a material breach, which may result in contract enforcement actions. Pricing for extended terms is subject to negotiation. No rate increase shall take effect unless it is expressly provided herein or approved in writing by the City and executed through a contract amendment.

7. TIME FOR PERFORMANCE

The Contractor hereby agrees to commence work pursuant to this Contract within fourteen (14) calendar days after the date of authorization as specified in the Notice to Proceed and to diligently prosecute the contracted work noted on the Bid Schedule.

8. COMPENSATION DETAIL – REFER TO FOLLOWING PAGES

DRAFT

BID/COMPENSATION SCHEDULE					
Company Name		Address		City	
Mariposa Landscapes, Inc.		6232 Santos Diaz St.		Irwindale	
Respondee		Respondee Title		Respondee Email	
Larry Rudd		Estimator		estimating@mariposa-ca.com	
Water Quality Basin (WQB) Maintenance, Level 1, 4 weeks					
RFP Line Item	Description	Quantity	Unit of Measure	Monthly Cost	Annual Cost
1	WQB ID 1, Tract 31128, approx. 35,024 sq. ft.	12	Monthly Cost	\$604.00	\$7,248.00
2	WQB ID 2, Tract 27523-1 approx. 14,663 sq. ft.	12	Monthly Cost	\$253.00	\$3,036.00
3	WQB ID 3, Tract 22709-1, approx. 10,240 sq. ft.	12	Monthly Cost	\$177.00	\$2,124.00
4	WQB ID 4, Tract 22709 approx. 88,913 sq. ft.	12	Monthly Cost	\$1,533.00	\$18,396.00
5	WQB ID 8 & 9, Tract 30318 approx. 26,800 sq. ft.	12	Monthly Cost	\$462.00	\$5,544.00
6	WQB ID 12 & 13, Tract 30321 approx. 28,124 sq. ft.	12	Monthly Cost	\$485.00	\$5,820.00
7	WQB ID 14 & 15, Tract 30319 approx. 12,740 sq. ft.	12	Monthly Cost	\$220.00	\$2,640.00
8	WQB ID 16, 17, 18 & 19, Tract 30320 approx. 28,579 sq. ft.	12	Monthly Cost	\$493.00	\$5,916.00
9	WQB ID 20, Tract 31128 approx. 7,176 sq. ft.	12	Monthly Cost	\$124.00	\$1,488.00
10	WQB ID 21, Tract 31212/31327 approx. 39,613 sq. ft.	12	Monthly Cost	\$666.00	\$7,992.00
11	WQB ID 22, Tract 32834 approx. 22,983 sq. ft.	12	Monthly Cost	\$393.00	\$4,716.00
12	WQB ID 23, Tract 31269-1 approx. 22,346 sq. ft.	12	Monthly Cost	\$385.00	\$4,620.00
13	WQB ID 24 & 25, Tract 29920 approx. 18,242 sq. ft.	12	Monthly Cost	\$315.00	\$3,780.00
14	WQB ID 26, Tract 33437 approx. 8,093 sq. ft.	12	Monthly Cost	\$140.00	\$1,680.00
15	WQB ID 27, Tract 32018 approx. 14,554 sq. ft.	12	Monthly Cost	\$251.00	\$3,012.00
16	WQB ID 29, Tract 31424, approx. 7,557 sq. ft.	12	Monthly Cost	\$130.00	\$1,560.00
17	WQB ID 30, Tract 32834 approx. 28,032 sq. ft.	12	Monthly Cost	\$483.00	\$5,796.00
18	WQB ID 32, Tract 33256 approx. 7,550 sq. ft.	12	Monthly Cost	\$130.00	\$1,560.00
19	WQB ID 33, Tract 32715 approx. 12,152 sq. ft.	12	Monthly Cost	\$210.00	\$2,520.00
20	WQB ID 34, Tract 32505 approx. 9,862 sq. ft.	12	Monthly Cost	\$170.00	\$2,040.00
21	WQB ID 35, Tract 31618 approx. 6,362 sq. ft.	12	Monthly Cost	\$260.00	\$3,120.00
22	WQB ID 36, Tract 36882 approx. 10,079 sq. ft.	12	Monthly Cost	\$174.00	\$2,088.00
23	WQB ID 37, Tract 31305 approx. 8,226 sq. ft.	12	Monthly Cost	\$142.00	\$1,704.00
24	WQB ID 37, Tract 31305 approx. 8,226 sq. ft.	12	Monthly Cost	duplicate	duplicate
25	WQB ID 38, Tract 31590 approx. 15,497 sq. ft.	12	Monthly Cost	\$267.00	\$3,204.00
26	WQB ID 39, Tract 36436 approx. 13,928 sq. ft.	12	Monthly Cost	\$240.00	\$2,880.00
27	WQB ID 40, Tract 36436 approx. 12,851 sq. ft.	12	Monthly Cost	\$222.00	\$2,664.00
28	WQB ID 41, Tract 36760 approx. 27,794 sq. ft.	12	Monthly Cost	\$479.00	\$5,748.00
29	WQB ID 42, Tract 36760 approx. 51,375 sq. ft.	12	Monthly Cost	\$886.00	\$10,632.00
Total				\$10,294.00	\$123,528.00

Water Quality Basin (WQB) Maintenance, Level 2, 8 weeks

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
30	WQB ID 1, Tract 31128, approx. 35,024 sq. ft.	12	Monthly Cost	\$595.00	\$7,140.00
31	WQB ID 2, Tract 27523-1 approx. 14,663 sq. ft.	12	Monthly Cost	\$249.00	\$2,988.00
32	WQB ID 3, Tract 22709-1, approx. 10,240 sq. ft.	12	Monthly Cost	\$174.00	\$2,088.00
33	WQB ID 4, Tract 22709 approx. 88,913 sq. ft.	12	Monthly Cost	\$1,510.00	\$18,120.00
34	WQB ID 8 & 9, Tract 30318 approx. 26,800 sq. ft.	12	Monthly Cost	\$455.00	\$5,460.00
35	WQB ID 12 & 13, Tract 30321 approx. 28,124 sq. ft.	12	Monthly Cost	\$478.00	\$5,736.00
36	WQB ID 14 & 15, Tract 30319 approx. 12,740 sq. ft.	12	Monthly Cost	\$217.00	\$2,604.00
37	WQB ID 16, 17, 18 & 19, Tract 30320 approx. 28,579 sq. ft.	12	Monthly Cost	\$486.00	\$5,832.00
38	WQB ID 20, Tract 31128 approx. 7,176 sq. ft.	12	Monthly Cost	\$122.00	\$1,464.00
39	WQB ID 21, Tract 31212/31327 approx. 39,613 sq. ft.	12	Monthly Cost	\$656.00	\$7,872.00
40	WQB ID 22, Tract 32834 approx. 22,983 sq. ft.	12	Monthly Cost	\$387.00	\$4,644.00
41	WQB ID 23, Tract 31269-1 approx. 22,346 sq. ft.	12	Monthly Cost	\$379.00	\$4,548.00
42	WQB ID 24 & 25, Tract 29920 approx. 18,242 sq. ft.	12	Monthly Cost	\$310.00	\$3,720.00
43	WQB ID 26, Tract 33437 approx. 8,093 sq. ft.	12	Monthly Cost	\$138.00	\$1,656.00
44	WQB ID 27, Tract 32018 approx. 14,554 sq. ft.	12	Monthly Cost	\$247.00	\$2,964.00
45	WQB ID 29, Tract 31424, approx. 7,557 sq. ft.	12	Monthly Cost	\$128.00	\$1,536.00
46	WQB ID 30, Tract 32834 approx. 28,032 sq. ft.	12	Monthly Cost	\$476.00	\$5,712.00
47	WQB ID 32, Tract 33256 approx. 7,550 sq. ft.	12	Monthly Cost	\$128.00	\$1,536.00
48	WQB ID 33, Tract 32715 approx. 12,152 sq. ft.	12	Monthly Cost	\$207.00	\$2,484.00
49	WQB ID 34, Tract 32505 approx. 9,862 sq. ft.	12	Monthly Cost	\$168.00	\$2,016.00
50	WQB ID 35, Tract 31618 approx. 6,362 sq. ft.	12	Monthly Cost	\$256.00	\$3,072.00
51	WQB ID 36, Tract 36882 approx. 10,079 sq. ft.	12	Monthly Cost	\$171.00	\$2,052.00
52	WQB ID 37, Tract 31305 approx. 8,226 sq. ft.	12	Monthly Cost	\$140.00	\$1,680.00
53	WQB ID 37, Tract 31305 approx. 8,226 sq. ft.	12	Monthly Cost	duplicate	duplicate
54	WQB ID 38, Tract 31590 approx. 15,497 sq. ft.	12	Monthly Cost	\$263.00	\$3,156.00
55	WQB ID 39, Tract 36436 approx. 13,928 sq. ft.	12	Monthly Cost	\$236.00	\$2,832.00
56	WQB ID 40, Tract 36436 approx. 12,851 sq. ft.	12	Monthly Cost	\$219.00	\$2,628.00
57	WQB ID 41, Tract 36760 approx. 27,794 sq. ft.	12	Monthly Cost	\$472.00	\$5,664.00
58	WQB ID 42, Tract 36760 approx. 51,375 sq. ft.	12	Monthly Cost	\$873.00	\$10,476.00
Total					\$121,680.00

Water Quality Basin (WQB) Maintenance, Level 3, 12 weeks

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
59	WQB ID 1, Tract 31128, approx. 35,024 sq. ft.	12	Monthly Cost	\$580.00	\$6,960.00
60	WQB ID 2, Tract 27523-1 approx. 14,663 sq. ft.	12	Monthly Cost	\$243.00	\$2,916.00
61	WQB ID 3, Tract 22709-1, approx. 10,240 sq. ft.	12	Monthly Cost	\$170.00	\$2,040.00
62	WQB ID 4, Tract 22709 approx. 88,913 sq. ft.	12	Monthly Cost	\$1,471.00	\$17,652.00
63	WQB ID 8 & 9, Tract 30318 approx. 26,800 sq. ft.	12	Monthly Cost	\$443.00	\$5,316.00
64	WQB ID 12 & 13, Tract 30321 approx. 28,124 sq. ft.	12	Monthly Cost	\$465.00	\$5,580.00
65	WQB ID 14 & 15, Tract 30319 approx. 12,740 sq. ft.	12	Monthly Cost	\$211.00	\$2,532.00
66	WQB ID 16, 17, 18 & 19, Tract 30320 approx. 28,579 sq. ft.	12	Monthly Cost	\$473.00	\$5,676.00
67	WQB ID 20, Tract 31128 approx. 7,176 sq. ft.	12	Monthly Cost	\$119.00	\$1,428.00
68	WQB ID 21, Tract 31212/31327 approx. 39,613 sq. ft.	12	Monthly Cost	\$639.00	\$7,668.00
69	WQB ID 22, Tract 32834 approx. 22,983 sq. ft.	12	Monthly Cost	\$377.00	\$4,524.00
70	WQB ID 23, Tract 31269-1 approx. 22,346 sq. ft.	12	Monthly Cost	\$369.00	\$4,428.00
71	WQB ID 24 & 25, Tract 29920 approx. 18,242 sq. ft.	12	Monthly Cost	\$302.00	\$3,624.00
72	WQB ID 26, Tract 33437 approx. 8,093 sq. ft.	12	Monthly Cost	\$134.00	\$1,608.00
73	WQB ID 27, Tract 32018 approx. 14,554 sq. ft.	12	Monthly Cost	\$241.00	\$2,892.00
74	WQB ID 29, Tract 31424, approx. 7,557 sq. ft.	12	Monthly Cost	\$125.00	\$1,500.00
75	WQB ID 30, Tract 32834 approx. 28,032 sq. ft.	12	Monthly Cost	\$464.00	\$5,568.00
76	WQB ID 32, Tract 33256 approx. 7,550 sq. ft.	12	Monthly Cost	\$125.00	\$1,500.00
77	WQB ID 33, Tract 32715 approx. 12,152 sq. ft.	12	Monthly Cost	\$202.00	\$2,424.00
78	WQB ID 34, Tract 32505 approx. 9,862 sq. ft.	12	Monthly Cost	\$163.00	\$1,956.00
79	WQB ID 35, Tract 31618 approx. 6,362 sq. ft.	12	Monthly Cost	\$250.00	\$3,000.00
80	WQB ID 36, Tract 36882 approx. 10,079 sq. ft.	12	Monthly Cost	\$167.00	\$2,004.00
81	WQB ID 37, Tract 31305 approx. 8,226 sq. ft.	12	Monthly Cost	\$136.00	\$1,632.00
82	WQB ID 37, Tract 31305 approx. 8,226sq. ft.	12	Monthly Cost	duplicate	duplicate
83	WQB ID 38, Tract 31590 approx. 15,497 sq. ft.	12	Monthly Cost	\$256.00	\$3,072.00
84	WQB ID 39, Tract 36436 approx. 13,928 sq. ft.	12	Monthly Cost	\$230.00	\$2,760.00
85	WQB ID 40, Tract 36436 approx. 12,851 sq. ft.	12	Monthly Cost	\$213.00	\$2,556.00
86	WQB ID 41, Tract 36760 approx. 27,794 sq. ft.	12	Monthly Cost	\$460.00	\$5,520.00
87	WQB ID 42, Tract 36760 approx. 51,375 sq. ft.	12	Monthly Cost	\$850.00	\$10,200.00
Total					\$118,536.00

Non-Chemical Alternatives, Exhibit A, Section 20

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
88	WQB ID 1, Tract 31128, approx. 35,024 sq. ft.	12	Monthly Cost	\$673.00	\$8,076.00
89	WQB ID 2, Tract 27523-1 approx. 14,663 sq. ft.	12	Monthly Cost	\$282.00	\$3,384.00
90	WQB ID 3, Tract 22709-1, approx. 10,240 sq. ft.	12	Monthly Cost	\$197.00	\$2,364.00
91	WQB ID 4, Tract 22709 approx. 88,913 sq. ft.	12	Monthly Cost	\$1,707.00	\$20,484.00
92	WQB ID 8 & 9, Tract 30318 approx. 26,800 sq. ft.	12	Monthly Cost	\$514.00	\$6,168.00
93	WQB ID 12 & 13, Tract 30321 approx. 28,124 sq. ft.	12	Monthly Cost	\$540.00	\$6,480.00
94	WQB ID 14 & 15, Tract 30319 approx. 12,740 sq. ft.	12	Monthly Cost	\$245.00	\$2,940.00
95	WQB ID 16, 17, 18 & 19, Tract 30320 approx. 28,579 sq. ft.	12	Monthly Cost	\$549.00	\$6,588.00
96	WQB ID 20, Tract 31128 approx. 7,176 sq. ft.	12	Monthly Cost	\$138.00	\$1,656.00
97	WQB ID 21, Tract 31212/31327 approx. 39,613 sq. ft.	12	Monthly Cost	\$742.00	\$8,904.00
98	WQB ID 22, Tract 32834 approx. 22,983 sq. ft.	12	Monthly Cost	\$438.00	\$5,256.00
99	WQB ID 23, Tract 31269-1 approx. 22,346 sq. ft.	12	Monthly Cost	\$429.00	\$5,148.00
100	WQB ID 24 & 25, Tract 29920 approx. 18,242 sq. ft.	12	Monthly Cost	\$351.00	\$4,212.00
101	WQB ID 26, Tract 33437 approx. 8,093 sq. ft.	12	Monthly Cost	\$156.00	\$1,872.00
102	WQB ID 27, Tract 32018 approx. 14,554 sq. ft.	12	Monthly Cost	\$280.00	\$3,360.00
103	WQB ID 29, Tract 31424, approx. 7,557 sq. ft.	12	Monthly Cost	\$145.00	\$1,740.00
104	WQB ID 30, Tract 32834 approx. 28,032 sq. ft.	12	Monthly Cost	\$538.00	\$6,456.00
105	WQB ID 32, Tract 33256 approx. 7,550 sq. ft.	12	Monthly Cost	\$145.00	\$1,740.00
106	WQB ID 33, Tract 32715 approx. 12,152 sq. ft.	12	Monthly Cost	\$234.00	\$2,808.00
107	WQB ID 34, Tract 32505 approx. 9,862 sq. ft.	12	Monthly Cost	\$189.00	\$2,268.00
108	WQB ID 35, Tract 31618 approx. 6,362 sq. ft.	12	Monthly Cost	\$290.00	\$3,480.00
109	WQB ID 36, Tract 36882 approx. 10,079 sq. ft.	12	Monthly Cost	\$194.00	\$2,328.00
110	WQB ID 37, Tract 31305 approx. 8,226 sq. ft.	12	Monthly Cost	\$158.00	\$1,896.00
111	WQB ID 37, Tract 31305 approx. 8,226 sq. ft.	12	Monthly Cost	duplicate	duplicate
112	WQB ID 38, Tract 31590 approx. 15,497 sq. ft.	12	Monthly Cost	\$297.00	\$3,564.00
113	WQB ID 39, Tract 36436 approx. 13,928 sq. ft.	12	Monthly Cost	\$267.00	\$3,204.00
114	WQB ID 40, Tract 36436 approx. 12,851 sq. ft.	12	Monthly Cost	\$247.00	\$2,964.00
115	WQB ID 41, Tract 36760 approx. 27,794 sq. ft.	12	Monthly Cost	\$533.00	\$6,396.00
116	WQB ID 42, Tract 36760 approx. 51,375 sq. ft.	12	Monthly Cost	\$987.00	\$11,844.00
Total					\$137,580.00

Additional Work Price List

Line Item	Description	Quantity	Unit of Measure	Unit Cost
117	One (1) gallon shrub/vine/ground cover in place	1	each	\$17.00
118	Five (5) gallon shrub/vine/ground cover in place	1	each	\$45.00
119	Five (5) gallon tree in place (stakes included)	1	each	\$65.00
120	Fifteen (15) gallon tree in place (stakes included)	1	each	\$150.00
121	24" box tree in place (stakes included)	1	each	\$550.00
122	36" box tree in place (guy wires included)	1	each	\$950.00
123	Flat of ground cover in place	1	each	\$45.00
124	Planter bed mulch in place	1	cubic yards	\$85.00
125	Additional labor	1	man hour	\$46.00
126	Additional Irrigation Technician	1	man hour	\$75.00
127	Irrigation Repair Parts at Cost Plus a Specified Percent	0	percent	15

Cost for Additional Work Added To Base Work as Needed, Planter, 4-Week Service Level

Line Item	Description	Quantity	Unit of Measure	Unit Cost
128	Trees, Shrubs, Ground Cover Square Footage	1	Monthly Cost	\$.026

Cost for Additional Work Added To Base Work as Needed, Planter, 8-Week Service Level

Line Item	Description	Quantity	Unit of Measure	Unit Cost
129	Trees, Shrubs, Ground Cover Square Footage	1	Monthly Cost	\$.0255

Cost for Additional Work Added To Base Work as Needed, Planter, 12-Week Service Level

Line Item	Description	Quantity	Unit of Measure	Unit Cost
130	Trees, Shrubs, Ground Cover Square Footage	1	Monthly Cost	\$.025

9. PREVAILING WAGE DETERMINATION

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

DRAFT

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

Craft: Landscape Maintenance Laborer
(Applies Only to Routine Landscape Maintenance Work, Not New Landscape Construction) ^a

Determination:
SC-LML-2024-1

Issue Date:
February 22, 2024

Expiration date of determination:
March 31, 2024* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Wages and Employer Payments:

Locality	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	Overtime Hourly Rate (1 ½ X)
Imperial	\$16.00	\$0.00	\$0.00	\$0.115 ^b	\$0.17	\$0.00	8.0	\$16.285 ^c	\$24.285 ^c
Inyo, Mono and San Bernardino	\$16.00	\$0.00	\$0.00	\$0.30	\$0.17	\$0.00	8.0	\$16.47	\$24.47
Kern	\$16.00	\$0.00	\$0.00	\$0.16 ^d	\$0.17	\$0.00	8.0	\$16.33 ^c	\$24.33 ^c
	\$16.00	\$0.00	\$0.00	\$0.27 ^e	\$0.46	\$0.00	8.0	\$16.73 ^c	\$24.73 ^c
Los Angeles	\$16.00	\$0.89	\$0.00	\$0.115 ^f	\$0.14	\$0.00	8.0	\$17.145 ^c	\$25.145 ^c
Orange	\$16.00	\$0.00	\$0.00	\$0.11 ^g	\$0.11	\$0.00	8.0	\$16.22 ^c	\$24.22 ^c
Riverside	\$16.00	\$0.00	\$0.00	\$0.20 ^h	\$0.16	\$0.00	8.0	\$16.36 ^c	\$24.36 ^c
San Diego	\$16.00	\$0.00	\$0.00	\$0.22	\$0.115	\$0.00	8.0	\$16.335	\$24.335
	\$16.00	\$0.00	\$0.00	\$0.24	\$0.12	\$0.00	8.0	\$16.36	\$24.36
San Luis Obispo	\$16.00	\$0.00	\$0.00	\$0.15 ⁱ	\$0.15	\$0.00	8.0	\$16.30	\$24.30
	\$16.00	\$0.00	\$0.00	\$0.16 ^j	\$0.16	\$0.00	8.0	\$16.32	\$24.32
Santa Barbara	\$16.00	\$0.00	\$0.00	\$0.12 ^k	\$0.12	\$0.00	8.0	\$16.24 ^c	\$24.24 ^c
	\$16.00	\$0.00	\$0.00	\$0.13 ^l	\$0.13	\$0.00	8.0	\$16.26 ^c	\$24.26 ^c
Ventura	\$16.00	\$0.00	\$0.00	\$0.115	\$0.16	\$0.00	8.0	\$16.275	\$24.275
	\$16.00	\$2.97	\$0.00	\$0.19 ^m	\$0.26	\$0.00	8.0	\$19.42 ^c	\$27.42 ^c

NOTE:

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

Recognized holidays:

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

Travel and/or subsistence payment:

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

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

ROUTINE – mowing, watering, pruning, trimming, weeding, spraying, occasional planting and replacement of plants and janitorial work incidental to such landscape maintenance.

COMPLEX – servicing of irrigation and sprinkler systems, repairing of equipment use in such landscape maintenance.

^b \$0.22 after 3 years of service.

^c Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.

^d \$0.31 after 2 years of service.

^e \$0.54 after 2 years of service: \$0.81 after 3 years of service.

^f \$0.24 after 3 years of service: \$0.37 after 7 years of service.

^g \$0.22 after 4 years of service.

^h \$0.40 after 3 years of service.

ⁱ \$0.29 after 2 years of service.

^j \$0.31 after 2 years of service.

^k \$0.23 after 2 years of service.

^l \$0.27 after 2 years of service.

^m \$0.38 after 3 years of service.

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

Craft: LANDSCAPE/IRRIGATION LABORER/TENDER#

Determination:

SC-102-X-14-2024-2

Issue Date:

August 22, 2024

Expiration date of determination:

July 31, 2025** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:

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

Wages and Employer Payments:

Classification	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^a	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1 ½ X)	Saturday Overtime Hourly Rate ^{b c} (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate (2 X)
Landscape/Irrigation Laborer	\$42.07	\$9.25	\$12.07	\$5.02	\$0.80	\$0.50	8.0	\$69.71	\$90.745	\$90.745	\$111.78
Landscape Hydro Seeder	\$43.17	\$9.25	\$12.07	\$5.02	\$0.80	\$0.50	8.0	\$70.81	\$92.395	\$92.395	\$113.98

Determination:

SC-102-X-14-2024-2A

Issue Date:

August 22, 2024

Expiration date of determination:

July 31, 2025* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date if no subsequent determination is issued.

Localities:

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

Wages and Employer Payments:

Classification	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^a	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1 ½ X)	Saturday Overtime Hourly Rate ^{b c} (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate (2 X)
Landscape/Irrigation Tender ^d	\$20.80	\$3.90	\$2.19	\$1.18	\$0.00	\$0.00	8.0	\$28.07	\$38.470	\$38.470	\$48.870

Recognized holidays:

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

Travel and/or subsistence payment:

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

Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

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

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

^c Saturdays in the same work week may be worked at straight-time if adverse weather or jobsite ground conditions require that the job be shut down for one or more workdays during the regular workweek.

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

EXHIBIT D - TERM OF CONTRACT

TERM OF CONTRACT

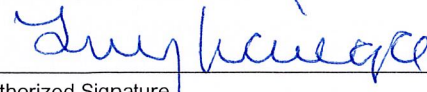
- A. Following approval by all parties, the Contract will commence on July 1, 2025, and shall expire June 30, 2030 (5) years thereafter, unless sooner as noted herein.
- B. At the expiration of its term, and with the concurrence of all parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the City's intent to invoke this subsection of the Contract shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.
- C. Multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the Moreno Valley Community Services District does not grant necessary funding appropriations and/or program approvals, the affected multi-year contract becomes null and void effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E – CONTRACTOR PROPOSAL SUBMITTAL CHECKLIST

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

Mariposa Landscapes, Inc.

Company Name (Please print)



Authorized Signature

Terry Noriega

Name of RFP Preparer

(626) 960-0196

Preparer's Phone Number

estimating@mariposa-ca.com

Preparer's Email Address

SCHEDULE I – GENERAL INFORMATION – Fillable forms. Include completed forms with electronic submission.

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

SCHEDULE II – PROPOSAL SCHEDULES

- ☒ Frequency of Services Table – Print, sign, and include with electronic submission
- ☒ Pricing Spreadsheet – Complete within the City's procurement system - Open Gov.
- ☒ Work Schedules (Monthly, Annual, and Material) – Fillable form. Include completed form(s) with electronic submission

SCHEDULE III – FORMS – Print, complete, and include with electronic submission

- ☒ Proposal Affirmation
- ☒ Non-Collusion Affidavit
- ☒ Certificate of Non-Discrimination
- ☒ Affirmation of Proposal Guarantee
- ☒ Bidder's Bond – Scan and include with electronic submission, if applicable

VENDOR INFORMATION

A. Company Name: Mariposa Landscapes, Inc.

TYPE

- ☐ Sole proprietor
☐ Partnership
☒ Corporation

B. Company Physical Address

(Street) 6232 Santos Diaz Street

(City, State, Zip) Irwindale, CA 91702

C. Company Mailing Address

(Street) 6232 Santos Diaz Street

(City, State, Zip) Irwindale, CA 91702

D. Business Phone Number (626) 960-0916

E. Satellite Office Address (if applicable):

N/A

F. Satellite Office Phone Number N/A

G. Contractor's Licensing Information:

592268, Class A, C27, C61/D49, C31,

1. License number/Classification/Name Style: C49

2. Number of Years Operating Under the Above License Name Style: 47

3. License Expiration Date: 04/30/2026

4. Current License Status: Active

5. Prior actions against this License? ☐ Yes ☒ No

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

N/A

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

I. Name and Title(s) of Company Officers:

Tery Noriega, President

Antonio Valenzuela, Secretary

Theresa Lu, Cheif Financial Officer

J. Department of Industrial Relations Registration No.: 1000005079

K. Number of years the company has performed landscape maintenance services: 48

L. Number of years the company has performed landscape maintenance services for public agencies: 48

M. Current Landscape Maintenance Operations

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

Total number of landscape maintenance contracts: 240

Percentage of total contracts with public agencies: 89%

Total dollar value of landscape maintenance contracts: \$4.04 Million

N. Number of employees committed to landscape maintenance operations

Supervisors Average wage scale \$85.00 per hour

Technicians Average wage scale \$65.00 /Hr.*

Foremen Average wage scale \$55.00 /Hr.*

Laborers Average wage scale \$45.00 /Hr.*

*Use the fully burdened rate (i.e., taxes, insurance, benefits, OH &P).

This is a prevailing wage project.

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

Motor vehicles

Type Dump Truck and Roll Offs Number 13,2

Type Full Sized Trucks Number 123

Type Med. Duty Trucks Number 2

Type Small Pick Up Trucks Number 80

Type Sweeper Number 1

Power Equipment

Type Mowers: Ride-On, Walk Behind Number 91,56

Type Backpack Blowers Number 135

Type Hedge Trimmers Number 175

Type String Trimmers Number 118

Type Edgers Number 65

REFERENCES

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

The following questions will be asked of each reference agency:

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

Reference #1	
Public Agency Name	City of Rancho Cucamonga
Agency Address	9153 9th St., Rancho Cucamonga, CA 91730
Agency Contact Responsible for administering contract	Steve Relph
Contact telephone	(909) 774-2730 x4116
Agreement Name(s)	Landscape Maintenance Contract
Annual Agreement Amount(s)	\$1,602,650.00
Number of acres maintained per contract	70 Acres
Location(s) of areas maintained.	Various
Length of Contract(s)/expiration date	1989 - Current

Reference #2	
Public Agency Name	City of Chino
Agency Address	14000 City Center Drive, Chino Hills, CA 91709
Agency Contact Responsible for administering contract	Luther Martin
Contact telephone	(909) 364-2849
Agreement Name(s)	Landscape Maintenance Services for North Service Area
Annual Agreement Amount(s)	\$1,889,364.00
Number of acres maintained per contract	Not Available
Location(s) of areas maintained.	Various
Length of Contract(s)/expiration date	2022 - Current

Reference #3	
Public Agency Name	City of Corona
Agency Address	400 South Vicentia Ave., Corona, CA 92882
Agency Contact Responsible for administering contract	Tracy Martin
Contact telephone	(951) 817-5880
Agreement Name(s)	Cajalco and I-15 Interchange Landscape Maintenance Services Rebid, NIB 23-051AS
Annual Agreement Amount(s)	\$368,955.00
Number of acres maintained per contract	Not Available
Location(s) of areas maintained.	Various
Length of Contract(s)/expiration date	2023 - Current

Reference #4	
Public Agency Name	City of Fontana
Agency Address	16489 Orange Way, Fontana, CA 92335
Agency Contact Responsible for administering contract	Brian Clements
Contact telephone	(909) 350-6771
Agreement Name(s)	Landscape Maintenance Services Areas 2 and 3
Annual Agreement Amount(s)	\$3,498,213.00
Number of acres maintained per contract	Over 370 Acres
Location(s) of areas maintained.	Areas 2 and 3 consisting of various locations
Length of Contract(s)/expiration date	2019 - Current

Reference #5	
Public Agency Name	City of Moreno Valley
Agency Address	14177 Frederick St, Moreno Valley, CA 92553
Agency Contact Responsible for administering contract	Dan Monto
Contact telephone	(951) 413-3485
Agreement Name(s)	Landscaping Services and Landscape Dist. - North Maint. of Parkway, Median, and/or Open Space Land. and Irrigation
Annual Agreement Amount(s)	\$409,684.00
Number of acres maintained per contract	Various
Location(s) of areas maintained.	Various
Length of Contract(s)/expiration date	2012 - Current

PROPOSED FACILITIES, EQUIPMENT AND PERSONNEL

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

A. Facilities

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

Fontana Office / Yard
110093 Almond Ave.
Fontana, CA 92337

B. Equipment

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

General Equipment:

String Trimmers
Hedge Trimmers
Backpack Blowers
Trailers
Various hand Tools

Motor Vehicles:
Full size Pick Up Trucks Irrigation Truck Applicator Truck

Turf Maintenance Power Equipment/Tools:
Mower's (If Needed) Edger's (If Needed)

Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:
Chain Saws Hedge Trimmers Long Hedge Trimmers pole Saws Hand Pruners, Loppers and Rakes

Irrigation System Maintenance Equipment:
Shovels (Various) Pipe Cutter Pipe Wrenches (Various), Screw Drivers (Various), Pliers Volt Meter Wire Tracer, Hand Held remotes (If Needed)

Fertilizer Application Equipment:
Walk behind broadcast spreader Hand held broadcast spreader

Pesticide Application Equipment:
Spray Tank's Backpack Sprayer

C. Personnel

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

General Landscape Maintenance

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

Luis Valenzuela, Maintenance Division Manager - CLT, QAC, Arborist (S)
Roberto Perez, Maintenance Area Manger (S)
TBD, Maintenance Account manager - CLT, QAL
TBD, Foreman

*Please refer to RFP for Staff Resumes and Certifications

Tree Trimming/Maintenance

List any ISA or equivalent certified personnel.

Tasks to be performed by assigned crew

*Please refer to RFP for Staff Resumes and Certifications

Irrigation System Maintenance

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

Irrigation Technician to be assigned upon award of contract

*Please refer to RFP for Staff Resumes and Certifications

Pesticide Application

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

Pesticide Applicator to be assigned upon award of contract.

*Please refer to RFP for Staff Resumes and Certifications

COMMUNICATIONS AND TRAFFIC SAFETY

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

A. Communications

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

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

*Please refer to RFP

B. Traffic Safety

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

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

*Please refer to RFP

GREENWASTE RECYCLING

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

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

*Please refer to RFP

DRAFT

LIST OF SUBCONTRACTORS

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

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

[illegible]

Attachment A: Required Response Template

Mariposa Landscapes, Inc.

(Bidder's Company Name)

Instructions:

Prospective proposers must provide the information requested below and include it in their proposal. City has provided the form as a separate Word document for bidder's use. Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

I. Company Information: Name, Contacts, History, Scope of Services

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.
Mariposa Landscapes, Inc. - 6232 Santos Diaz St., Irwindale, CA 91702 Ph (626) 960-0196
Fax: (626) 960-8477 Email: estimating@mariposa-ca.com www.mariposa-ca.com
- B. Prior company names (if any) and years in business; mergers, buyouts, etc.
Not Applicable
- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).
Corporation
- D. Names and titles of the principal owner(s).
Terry Noriega, President
- E. Person(s) authorized to make commitments for your company.
Terry Noriega, President and Antonio Valenzuela, Secretary
- F. Company history, experience, years in business for current company name.
Please refer to RFP
- G. Annual company revenues for the last three fiscal years.
2024: \$77.81M 2023: \$67.34M 2022: \$58.53M
- H. Tax ID number.
95-4245898
- I. The complete scope of services offered by your company.
Landscape maintenance, Landscape construction and Tree maintenance
- J. The number of clients (including governmental) served in past and present.
195 to 215
- K. Special qualifications, training, credentials, recognition, or awards.
Please see attached RFP (Professional Team Assignment)
- L. Contracts terminated for cause, pending litigation or legal issues.
None

II. Resources: Staffing, Facilities, Equipment

Provide the following information relative to required services:

- A. Names and titles of key management personnel.
| Please see attached RFP (Professional Team Assignment)
- B. Team to be assigned for these services.
| Please see attached RFP (Professional Team Assignment)
- C. Qualifications of specific individuals who will work on the project.
| Please see attached RFP (Professional Team Assignment)
- D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.
| Please see attached RFP (Professional Team Assignment)
- E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.
| Please see attached RFP (Professional Team Assignment)
- F. Current number of employees: full-time and part-time employees.
| Full-time 669, part-time 10
- G. Annual turnover rate of staff.
| 50% |
- H. Names of any subcontractor's you propose to use for our contract. Provide only names here; fill in the details on City-provided Subcontractors List.
| No subcontractor
- I. Facilities that would be utilized to perform the required work.
| Fontana yard located at 11093 Almond Ave., Fontana, CA 92337
- J. Equipment that would be utilized to perform the required work.
| Please see attached RFP (Project specific Equipment)

III. Required Services: Meeting or Bettering these Requirements

Provide the following information relative to required services:

- A. Ability to perform specific tasks as outlined in the RFP.
| Please see attached RFP (Workplan and Approach)
- B. Reasonableness of your fee to do the work.
| Please see attached RFP (Proposal Cost)
- C. Current resources to meet or better all task and timeline requirements herein.
| Please see attached RFP (Workplan and Approach)
- D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.
| Please see attached RFP (Response Template)

- E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?
Please see attached RFP (Response Template)
- F. How quickly can you begin providing services if awarded the contract?
Please see attached RFP (Response Template)
- G. Details of any improvement or upgrades your firm has designed or implemented.
Please see attached RFP (Response Template)

IV. Demonstrated and Technical Experience

Please describe your company's:

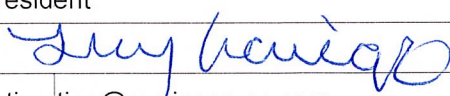
- A. Demonstrated record of success on work previously performed.
Please refer to our references. Mariposa has been in business for over 45 years without any acquisitions, mergers, or major litigation. Our bonding capacity of \$100 million serves as proof of our trustworthiness and responsibility as a landscape company.
- B. Specific method and techniques to be employed on the project or problem.
Please see attached RFP (Workplan and Approach)

V. Work Plan:

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

- A. How will you schedule professional and staff to ensure milestones and deadlines are met?
Please see attached RFP (Workplan and Approach)
- B. Provide required response time to the urgent service requests.
Please see attached RFP (Workplan and Approach)
- C. How you will make up for workhours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.
Please see attached RFP (Workplan and Approach)
- D. Provide any other relevant information that you believe would benefit City for the requested services.
Please see attached RFP (Workplan and Approach)

Submitted by:

Company Name	Mariposa Landscapes, Inc.
Contact Name	Terry Noriega
Title	President
Signature	
Email	estimating@mariposa-ca.com
Phone	(626) 960-0196
Date	4/23/2025

Attachment B: Special Provisions

All items below apply to this bid proposal:

Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

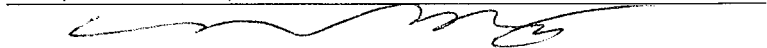
1. Comprehensive General Liability Insurance: (include products liability) \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.
5. All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
6. Insurance policies to be in a form and written through companies acceptable to City; and must include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Affirmative Action: In support of Affirmative Action, City requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto. In addition, successful bidders must certify prior to award of contracts in excess of \$50,000 that they have a written affirmative action plan in compliance with the above laws and regulations, and such plan may be reviewed by City. Said Certification may be made by signing below:

Certified to above - FIRM:

Mariposa Landscapes, Inc.

SIGNATURE:



PRINT NAME:

Brandon Huang

TITLE:

Human Resource Manager

Exceptions: If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

- ☒ No exceptions taken
- ☐ Exception taken to the scope of work or specifications
- ☐ Exception taken to indemnification and insurance requirements
- ☐ Exception to proposed contract language
- ☐ Other

Please explain any of the checked items:

Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: Mariposa Landscapes, Inc. DATE: 4/23/2025

BUSINESS ADDRESS: 6232 Santos Diaz St., Irwindale, CA 91702

SIGNATURE OF REPRESENTATIVE: 

BY: Terry Noriega TITLE: President

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

Terry Noriega President

Antonio Valenzuela Secretary

Mariposa Landscapes, Inc. 6232 Santos Diaz St., Irwindale, CA 91702

11. Pricing Proposal

WATER QUALITY BASIN (WQB) MAINTENANCE, LEVEL 1, 4 WEEKS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	WQB ID 1, Tract 31128, approx. 35,024 sq. ft.	12	Monthly Cost	\$604.00	\$7,248.00
2	WQB ID 2, Tract 27523-1 approx. 14,663 sq. ft.	12	Monthly Cost	\$253.00	\$3,036.00
3	WQB ID 3, Tract 22709-1, approx. 10,240 sq. ft.	12	Monthly Cost	\$177.00	\$2,124.00
4	WQB ID 4, Tract 22709 approx. 88,913 sq. ft.	12	Monthly Cost	\$1,533.00	\$18,396.00
5	WQB ID 8 & 9, Tract 30318 approx. 26,800 sq. ft.	12	Monthly Cost	\$462.00	\$5,544.00
6	WQB ID 12 & 13, Tract 30321 approx. 28,124 sq. ft.	12	Monthly Cost	\$485.00	\$5,820.00
7	WQB ID 14 & 15, Tract 30319 approx. 12,740 sq. ft.	12	Monthly Cost	\$220.00	\$2,640.00
8	WQB ID 16, 17, 18 & 19, Tract 30320 approx. 28,579 sq. ft.	12	Monthly Cost	\$493.00	\$5,916.00
9	WQB ID 20, Tract 31128 approx. 7,176 sq. ft.	12	Monthly Cost	\$124.00	\$1,488.00
10	WQB ID 21, Tract 31212/31327 approx. 39,613 sq. ft.	12	Monthly Cost	\$666.00	\$7,992.00
11	WQB ID 22, Tract 32834 approx. 22,983 sq. ft.	12	Monthly Cost	\$393.00	\$4,716.00
12	WQB ID 23, Tract 31269-1 approx. 22,346 sq. ft.	12	Monthly Cost	\$385.00	\$4,620.00
13	WQB ID 24 & 25, Tract 29920 approx. 18,242 sq. ft.	12	Monthly Cost	\$315.00	\$3,780.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
14	WQB ID 26, Tract 33437 approx. 8,093 sq. ft.	12	Monthly Cost	\$140.00	\$1,680.00
15	WQB ID 27, Tract 32018 approx. 14,554 sq. ft.	12	Monthly Cost	\$251.00	\$3,012.00
16	WQB ID 29, Tract 31424, approx. 7,557 sq. ft.	12	Monthly Cost	\$130.00	\$1,560.00
17	WQB ID 30, Tract 32834 approx. 28,032 sq. ft.	12	Monthly Cost	\$483.00	\$5,796.00
18	WQB ID 32, Tract 33256 approx. 7,550 sq. ft.	12	Monthly Cost	\$130.00	\$1,560.00
19	WQB ID 33, Tract 32715 approx. 12,152 sq. ft.	12	Monthly Cost	\$210.00	\$2,520.00
20	WQB ID 34, Tract 32505 approx. 9,862 sq. ft.	12	Monthly Cost	\$170.00	\$2,040.00
21	WQB ID 35, Tract 31618 approx. 6,362 sq. ft.	12	Monthly Cost	\$260.00	\$3,120.00
22	WQB ID 36, Tract 36882 approx. 10,079 sq. ft.	12	Monthly Cost	\$174.00	\$2,088.00
23	WQB ID 37, Tract 31305 approx. 8,226 sq. ft.	12	Monthly Cost	\$142.00	\$1,704.00
24	WQB ID 37, Tract 31305 approx. 8,226sq. ft.	12	Monthly Cost	\$142.00	\$1,704.00
25	WQB ID 38, Tract 31590 approx. 15,497 sq. ft.	12	Monthly Cost	\$267.00	\$3,204.00
26	WQB ID 39, Tract 36436 approx. 13,928 sq. ft.	12	Monthly Cost	\$240.00	\$2,880.00
27	WQB ID 40, Tract 36436 approx. 12,851 sq. ft.	12	Monthly Cost	\$222.00	\$2,664.00
28	WQB ID 41, Tract 36760 approx. 27,794 sq. ft.	12	Monthly Cost	\$479.00	\$5,748.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
29	WQB ID 42, Tract 36760 approx. 51,375 sq. ft.	12	Monthly Cost	\$886.00	\$10,632.00
TOTAL					

WATER QUALITY BASIN (WQB) MAINTENANCE, LEVEL 2, 8 WEEKS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
30	WQB ID 1, Tract 31128, approx. 35,024 sq. ft.	12	Monthly Cost	\$595.00	\$7,140.00
31	WQB ID 2, Tract 27523-1 approx. 14,663 sq. ft.	12	Monthly Cost	\$249.00	\$2,988.00
32	WQB ID 3, Tract 22709-1, approx. 10,240 sq. ft.	12	Monthly Cost	\$174.00	\$2,088.00
33	WQB ID 4, Tract 22709 approx. 88,913 sq. ft.	12	Monthly Cost	\$1,510.00	\$18,120.00
34	WQB ID 8 & 9, Tract 30318 approx. 26,800 sq. ft.	12	Monthly Cost	\$455.00	\$5,460.00
35	WQB ID 12 & 13, Tract 30321 approx. 28,124 sq. ft.	12	Monthly Cost	\$478.00	\$5,736.00
36	WQB ID 14 & 15, Tract 30319 approx. 12,740 sq. ft.	12	Monthly Cost	\$217.00	\$2,604.00
37	WQB ID 16, 17, 18 & 19, Tract 30320 approx. 28,579 sq. ft.	12	Monthly Cost	\$486.00	\$5,832.00
38	WQB ID 20, Tract 31128 approx. 7,176 sq. ft.	12	Monthly Cost	\$122.00	\$1,464.00
39	WQB ID 21, Tract 31212/31327 approx. 39,613 sq. ft.	12	Monthly Cost	\$656.00	\$7,872.00
40	WQB ID 22, Tract 32834 approx. 22,983 sq. ft.	12	Monthly Cost	\$387.00	\$4,644.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
41	WQB ID 23, Tract 31269-1 approx. 22,346 sq. ft.	12	Monthly Cost	\$379.00	\$4,548.00
42	WQB ID 24 & 25, Tract 29920 approx. 18,242 sq. ft.	12	Monthly Cost	\$310.00	\$3,720.00
43	WQB ID 26, Tract 33437 approx. 8,093 sq. ft.	12	Monthly Cost	\$138.00	\$1,656.00
44	WQB ID 27, Tract 32018 approx. 14,554 sq. ft.	12	Monthly Cost	\$247.00	\$2,964.00
45	WQB ID 29, Tract 31424, approx. 7,557 sq. ft.	12	Monthly Cost	\$128.00	\$1,536.00
46	WQB ID 30, Tract 32834 approx. 28,032 sq. ft.	12	Monthly Cost	\$476.00	\$5,712.00
47	WQB ID 32, Tract 33256 approx. 7,550 sq. ft.	12	Monthly Cost	\$128.00	\$1,536.00
48	WQB ID 33, Tract 32715 approx. 12,152 sq. ft.	12	Monthly Cost	\$207.00	\$2,484.00
49	WQB ID 34, Tract 32505 approx. 9,862 sq. ft.	12	Monthly Cost	\$168.00	\$2,016.00
50	WQB ID 35, Tract 31618 approx. 6,362 sq. ft.	12	Monthly Cost	\$256.00	\$3,072.00
51	WQB ID 36, Tract 36882 approx. 10,079 sq. ft.	12	Monthly Cost	\$171.00	\$2,052.00
52	WQB ID 37, Tract 31305 approx. 8,226 sq. ft.	12	Monthly Cost	\$140.00	\$1,680.00
53	WQB ID 37, Tract 31305 approx. 8,226 sq. ft.	12	Monthly Cost	\$140.00	\$1,680.00
54	WQB ID 38, Tract 31590 approx. 15,497 sq. ft.	12	Monthly Cost	\$263.00	\$3,156.00
55	WQB ID 39, Tract 36436 approx. 13,928 sq. ft.	12	Monthly Cost	\$236.00	\$2,832.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
56	WQB ID 40, Tract 36436 approx. 12,851 sq. ft.	12	Monthly Cost	\$219.00	\$2,628.00
57	WQB ID 41, Tract 36760 approx. 27,794 sq. ft.	12	Monthly Cost	\$472.00	\$5,664.00
58	WQB ID 42, Tract 36760 approx. 51,375 sq. ft.	12	Monthly Cost	\$873.00	\$10,476.00
TOTAL \$123,360.00					

WATER QUALITY BASIN (WQB) MAINTENANCE, LEVEL 3, 12 WEEKS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
59	WQB ID 1, Tract 31128, approx. 35,024 sq. ft.	12	Monthly Cost	\$580.00	\$6,960.00
60	WQB ID 2, Tract 27523-1 approx. 14,663 sq. ft.	12	Monthly Cost	\$243.00	\$2,916.00
61	WQB ID 3, Tract 22709-1, approx. 10,240 sq. ft.	12	Monthly Cost	\$170.00	\$2,040.00
62	WQB ID 4, Tract 22709 approx. 88,913 sq. ft.	12	Monthly Cost	\$1,471.00	\$17,652.00
63	WQB ID 8 & 9, Tract 30318 approx. 26,800 sq. ft.	12	Monthly Cost	\$443.00	\$5,316.00
64	WQB ID 12 & 13, Tract 30321 approx. 28,124 sq. ft.	12	Monthly Cost	\$465.00	\$5,580.00
65	WQB ID 14 & 15, Tract 30319 approx. 12,740 sq. ft.	12	Monthly Cost	\$211.00	\$2,532.00
66	WQB ID 16, 17, 18 & 19, Tract 30320 approx. 28,579 sq. ft.	12	Monthly Cost	\$473.00	\$5,676.00
67	WQB ID 20, Tract 31128 approx. 7,176 sq. ft.	12	Monthly Cost	\$119.00	\$1,428.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
68	WQB ID 21, Tract 31212/31327 approx. 39,613 sq. ft.	12	Monthly Cost	\$639.00	\$7,668.00
69	WQB ID 22, Tract 32834 approx. 22,983 sq. ft.	12	Monthly Cost	\$377.00	\$4,524.00
70	WQB ID 23, Tract 31269-1 approx. 22,346 sq. ft.	12	Monthly Cost	\$369.00	\$4,428.00
71	WQB ID 24 & 25, Tract 29920 approx. 18,242 sq. ft.	12	Monthly Cost	\$302.00	\$3,624.00
72	WQB ID 26, Tract 33437 approx. 8,093 sq. ft.	12	Monthly Cost	\$134.00	\$1,608.00
73	WQB ID 27, Tract 32018 approx. 14,554 sq. ft.	12	Monthly Cost	\$241.00	\$2,892.00
74	WQB ID 29, Tract 31424, approx. 7,557 sq. ft.	12	Monthly Cost	\$125.00	\$1,500.00
75	WQB ID 30, Tract 32834 approx. 28,032 sq. ft.	12	Monthly Cost	\$464.00	\$5,568.00
76	WQB ID 32, Tract 33256 approx. 7,550 sq. ft.	12	Monthly Cost	\$125.00	\$1,500.00
77	WQB ID 33, Tract 32715 approx. 12,152 sq. ft.	12	Monthly Cost	\$202.00	\$2,424.00
78	WQB ID 34, Tract 32505 approx. 9,862 sq. ft.	12	Monthly Cost	\$163.00	\$1,956.00
79	WQB ID 35, Tract 31618 approx. 6,362 sq. ft.	12	Monthly Cost	\$250.00	\$3,000.00
80	WQB ID 36, Tract 36882 approx. 10,079 sq. ft.	12	Monthly Cost	\$167.00	\$2,004.00
81	WQB ID 37, Tract 31305 approx. 8,226 sq. ft.	12	Monthly Cost	\$136.00	\$1,632.00
82	WQB ID 37, Tract 31305 approx. 8,226sq. ft.	12	Monthly Cost	\$136.00	\$1,632.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
83	WQB ID 38, Tract 31590 approx. 15,497 sq. ft.	12	Monthly Cost	\$256.00	\$3,072.00
84	WQB ID 39, Tract 36436 approx. 13,928 sq. ft.	12	Monthly Cost	\$230.00	\$2,760.00
85	WQB ID 40, Tract 36436 approx. 12,851 sq. ft.	12	Monthly Cost	\$213.00	\$2,556.00
86	WQB ID 41, Tract 36760 approx. 27,794 sq. ft.	12	Monthly Cost	\$460.00	\$5,520.00
87	WQB ID 42, Tract 36760 approx. 51,375 sq. ft.	12	Monthly Cost	\$850.00	\$10,200.00
TOTAL \$120,168.00					

NON-CHEMICAL ALTERNATIVES, EXHIBIT A, SECTION 20

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
88	WQB ID 1, Tract 31128, approx. 35,024 sq. ft.	12	Monthly Cost	\$673.00	\$8,076.00
89	WQB ID 2, Tract 27523-1 approx. 14,663 sq. ft.	12	Monthly Cost	\$282.00	\$3,384.00
90	WQB ID 3, Tract 22709-1, approx. 10,240 sq. ft.	12	Monthly Cost	\$197.00	\$2,364.00
91	WQB ID 4, Tract 22709 approx. 88,913 sq. ft.	12	Monthly Cost	\$1,707.00	\$20,484.00
92	WQB ID 8 & 9, Tract 30318 approx. 26,800 sq. ft.	12	Monthly Cost	\$514.00	\$6,168.00
93	WQB ID 12 & 13, Tract 30321 approx. 28,124 sq. ft.	12	Monthly Cost	\$540.00	\$6,480.00
94	WQB ID 14 & 15, Tract 30319 approx. 12,740 sq. ft.	12	Monthly Cost	\$245.00	\$2,940.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
95	WQB ID 16, 17, 18 & 19, Tract 30320 approx. 28,579 sq. ft.	12	Monthly Cost	\$549.00	\$6,588.00
96	WQB ID 20, Tract 31128 approx. 7,176 sq. ft.	12	Monthly Cost	\$138.00	\$1,656.00
97	WQB ID 21, Tract 31212/31327 approx. 39,613 sq. ft.	12	Monthly Cost	\$742.00	\$8,904.00
98	WQB ID 22, Tract 32834 approx. 22,983 sq. ft.	12	Monthly Cost	\$438.00	\$5,256.00
99	WQB ID 23, Tract 31269-1 approx. 22,346 sq. ft.	12	Monthly Cost	\$429.00	\$5,148.00
100	WQB ID 24 & 25, Tract 29920 approx. 18,242 sq. ft.	12	Monthly Cost	\$351.00	\$4,212.00
101	WQB ID 26, Tract 33437 approx. 8,093 sq. ft.	12	Monthly Cost	\$156.00	\$1,872.00
102	WQB ID 27, Tract 32018 approx. 14,554 sq. ft.	12	Monthly Cost	\$280.00	\$3,360.00
103	WQB ID 29, Tract 31424, approx. 7,557 sq. ft.	12	Monthly Cost	\$145.00	\$1,740.00
104	WQB ID 30, Tract 32834 approx. 28,032 sq. ft.	12	Monthly Cost	\$538.00	\$6,456.00
105	WQB ID 32, Tract 33256 approx. 7,550 sq. ft.	12	Monthly Cost	\$145.00	\$1,740.00
106	WQB ID 33, Tract 32715 approx. 12,152 sq. ft.	12	Monthly Cost	\$234.00	\$2,808.00
107	WQB ID 34, Tract 32505 approx. 9,862 sq. ft.	12	Monthly Cost	\$189.00	\$2,268.00
108	WQB ID 35, Tract 31618 approx. 6,362 sq. ft.	12	Monthly Cost	\$290.00	\$3,480.00
109	WQB ID 36, Tract 36882 approx. 10,079 sq. ft.	12	Monthly Cost	\$194.00	\$2,328.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
110	WQB ID 37, Tract 31305 approx. 8,226 sq. ft.	12	Monthly Cost	\$158.00	\$1,896.00
111	WQB ID 37, Tract 31305 approx. 8,226 sq. ft.	12	Monthly Cost	\$158.00	\$1,896.00
112	WQB ID 38, Tract 31590 approx. 15,497 sq. ft.	12	Monthly Cost	\$297.00	\$3,564.00
113	WQB ID 39, Tract 36436 approx. 13,928 sq. ft.	12	Monthly Cost	\$267.00	\$3,204.00
114	WQB ID 40, Tract 36436 approx. 12,851 sq. ft.	12	Monthly Cost	\$247.00	\$2,964.00
115	WQB ID 41, Tract 36760 approx. 27,794 sq. ft.	12	Monthly Cost	\$533.00	\$6,396.00
116	WQB ID 42, Tract 36760 approx. 51,375 sq. ft.	12	Monthly Cost	\$987.00	\$11,844.00
TOTAL \$139,476.00					

ADDITIONAL WORK PRICE LIST

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
117	One (1) gallon shrub/vine/ground cover in place	1	each	\$17.00	\$17.00
118	Five (5) gallon shrub/vine/ground cover in place	1	each	\$45.00	\$45.00
119	Five (5) gallon tree in place (stakes included)	1	each	\$65.00	\$65.00
120	Fifteen (15) gallon tree in place (stakes included)	1	each	\$150.00	\$150.00
121	24" box tree in place (stakes included)	1	each	\$550.00	\$550.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
122	36" box tree in place (guy wires included)	1	each	\$950.00	\$950.00
123	Flat of ground cover in place	1	each	\$45.00	\$45.00
124	Planter bed mulch in place	1	cubic yards	\$85.00	\$85.00
125	Additional labor	1	man hour	\$46.00	\$46.00
126	Additional Irrigation Technician	1	man hour	\$75.00	\$75.00
127	Irrigation Repair Parts at Cost Plus a Specified Percent	0	percent	15%	0
TOTAL \$2028.00					

COST FOR ADDITIONAL WORK ADDED TO BASE WORK AS NEEDED, PLANTER, 4-WEEK SERVICE LEVEL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
128	Trees, Shrubs, Ground Cover Square Footage	1	Monthly Cost	\$0.026	\$0.026
TOTAL					

COST FOR ADDITIONAL WORK ADDED TO BASE WORK AS NEEDED, PLANTER, 8-WEEK SERVICE LEVEL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
129	Trees, Shrubs, Ground Cover Square Footage	1	Monthly Cost	\$0.0255	\$0.0255
TOTAL					

COST FOR ADDITIONAL WORK ADDED TO BASE WORK AS NEEDED, PLANTER, 12-WEEK SERVICE LEVEL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
130	Trees, Shrubs, Ground Cover Square Footage	1	Monthly Cost	\$0.0250	\$0.0250
TOTAL					

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Landscape Districts - WQB
RFP 2025-XX

Frequency of Services Table – Base Work

Scope of Work - Agreement Specification	Title ¹	Summary of Work	Frequency						
			Level 1 Service (4 week)	Level 2 Service (8 week)	Level 3 Service (12 week)	Level 4 Service (16 week)	Level 5 Service (20 week)	Level 6 Service (24 week)	Level 7 Service (Other)
Exhibit A, Section 2	Turf Care	Mow/edge/trim	Weekly	Every other week	Every other week	Every other week	Every other week	Every other week	Every other week
		Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)	Annually (Spring)	Annually (Spring)	Annually (Spring)	As directed by City
Exhibit A, Section 4	Shrub Care	Prune/trim	Monthly	6 times per year	4 times per year	as directed by City staff to remove ROW encroachments	Every 20 Weeks or as directed by City staff to remove ROW encroachments	Every 24 Weeks or as directed by City staff to remove ROW encroachments	Every 28 Weeks or as directed by City staff to remove ROW encroachments
Exhibit A, Section 5	Ground Cover	Prune/trim	Monthly	6 times per year	4 times per year	Every 16 Weeks or as directed by City staff to remove ROW encroachments	Every 20 Weeks or as directed by City staff to remove ROW encroachments	Every 24 Weeks or as directed by City staff to remove ROW encroachments	Every 28 Weeks or as directed by City staff to remove ROW encroachments
Exhibit A, Section 9	Weed Control	Weed Control	Monthly	6 times per year	4 times per year	Every 16 Weeks or as directed by City staff to remove ROW encroachments	Every 20 Weeks or as directed by City staff to remove ROW encroachments	Every 24 Weeks or as directed by City staff to remove ROW encroachments	Every 28 Weeks or as directed by City staff to remove ROW encroachments
Exhibit A, Section 10	Irrigation	Irrigation Maint./Repair	Weekly	Weekly	Weekly	Monthly	Monthly	Monthly	Monthly
Exhibit A, Section 11	Debris/Litter	Trash/Debris Removal	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
		WQB Bottom Vegetation	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
Exhibit A, Section 8	Water Quality Basins	Forebays and Outlet Structures	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
		Sand Bed Maintenance	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
		Irrigation	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
		Trash/Debris Removal	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
Exhibit A, Section 6	Channel Thinning	Vegetative thinning	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
		Weeding	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
		Irrigation	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
		Trash/Debris Removal	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
Exhibit A, Section 12	Turf Fertilization ²	Turf Fertilization	3 times per year (Feb., Jun. & Oct.)	3 times per year (Feb., Jun. & Oct.)	3 times per year (Feb., Jun. & Oct.)	2 times per year (Feb. & Oct.)	N/A	N/A	N/A
Exhibit A, Section 12	Shrub/ Ground Cover Fertilization ²	Shrub/ Ground Cover Fertilization	2 times per year (Apr. & Sep.)	1 time per year (Apr.)	1 time per year (Apr.)	1 time per year (Apr.)	N/A	N/A	N/A
Exhibit A, Section 9	Pre-emergent ²	Pre-emergent	2 times per year (Spring & Fall)	2 times per year (Spring & Fall)	2 times per year (Spring & Fall)	1 time per year (Spring)	1 times per year (Spring)	1 times per year (Spring)	1 times per year (Spring)

Scope of Work - Agreement Specification	Title ¹	Summary of Work	Frequency						
			Level 1 Service (4 week)	Level 2 Service (8 week)	Level 3 Service (12 week)	Level 4 Service (16 week)	Level 5 Service (20 week)	Level 6 Service (24 week)	Level 7 Service (Other)
		Annual Weed Abatement	1 time per year	1 time per year	1 time per year	1 time per year	N/A	N/A	N/A
		24" clearance/structures	1 maintenance area per month	Every other Month	Quarterly	Annually	N/A	N/A	N/A
Exhibit A, Section 7	Paseo Maintenance (6 maintenance areas)	Irrigation	Weekly	Monthly	Monthly	Monthly	N/A	N/A	N/A
		Shrub trimming/clearing from trails/fence	1 maintenance area per month	Every other Month	Quarterly	Annually	N/A	N/A	N/A
		Trash/Debris Removal	1 maintenance area per month	Every other Month	Quarterly	Annually	N/A	N/A	N/A

Scope of Work - Agreement Specification	Title ¹	Summary of Work	Frequency						
			Level 1 Service (4 week)	Level 2 Service (8 week)	Level 3 Service (12 week)	Level 4 Service (16 week)	Level 5 Service (20 week)	Level 6 Service (24 week)	Level 7 Service (Other)
Exhibit A, Section 34	Reporting Forms	Irrigation Report	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
Exhibit A, Section 34	Reporting Forms	Greenwaste Recycling Report	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
Exhibit A, Section 34	Reporting Forms	Landscape Services Report	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly

Footnotes

¹ If applicable.

² Specification of month to be approved by Director in advance of application.

SIGNATURE Terry Noriega, President

Terry Noriega

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

PROPOSED PROJECT WORK SCHEDULES

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

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

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

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

MONTHLY SCHEDULE SHEET

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

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

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

ANNUAL SCHEDULE SHEET

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

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

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

SCHEDULE SHEETS TO FOLLOW

Monthly Schedule Sheets

Proposed Project Work Schedules

Maintenance of Landscaping and Irrigation Water Quality Basins (WQB) – Level 1 Service (4 week)

Monday	Tuesday	Wednesday	Thursday	Friday
Week 1				
Irrigation Litter Removal Pruning (in cycle) Weed Control				Irrigation Report
Week 2				
Irrigation Debris removal Pruning (in cycle)				Irrigation Report
Week 3				
Irrigation Debris removal Pruning (in cycle)				Irrigation Report
Week 4				
Irrigation Debris removal Pruning (in cycle)				Irrigation Report General Report Greenwaste Report

Annual Schedule Sheet

Proposed Project Work Schedules

Maintenance of Landscaping and Irrigation

Water Quality Basins (WQB) – Level 1 Service (4 week)

JANUARY	FEBRUARY	MARCH
		Forebays and Outlets sand bed maintenance
APRIL	MAY	JUNE
Shrubs / Groundcover Fert. Pre-Emergence	Vegetation Maintenance	
JULY	AUGUST	SEPTEMBER
	Forebays and Outlets sand bed maintenance	Shrubs / Groundcover Fert.
OCTOBER	NOVEMBER	DECEMBER
Pre-Emergence		

PROPOSED ANNUAL MATERIAL SCHEDULE

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

A. Fertilizers

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

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

Type	Estimated Annual Amount	Estimated Annual Cost
22-5-10 Best	As needed basis	\$325.00

B. Pesticides

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

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

Type	Estimated Annual Amount	Estimated Annual Cost
Pre-Emergence and Post-Emergence	As needed basis Estimated about 10-20 Gallon (to be discussed with landsacpe supervisor / director)	\$1,166.00

PROPOSAL AFFIRMATION

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

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

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

SIGNATURE

Terry Noriega

PRINTED NAME Terry Noriega

TITLE President

COMPANY NAME Mariposa Landscapes, Inc.

DATE 4/23/2025

NON-COLLUSION AFFIDAVIT

Note: To be executed by Proposer and submitted with proposal.

State of California
(the State of the place of business)

County of Los Angeles
(the County of the place of business)

Terry Noriega, being first duly sworn,
(name of the person signing this form) deposes and
says that he/she _____ of
is President
(title of the person signing this form)

Mariposa Landscapes, Inc., the party making the foregoing
(name of bidding company) bid

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business.

By:

Terry Noriega
(signature)

Printed
Name:

Terry Noriega
(name of the person signing this form)

Title:

President
(title of the person signing this form)

Notary is required for this bid.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

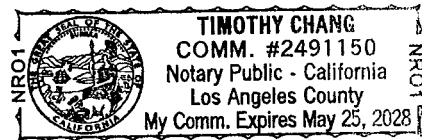
On 4/25/2025 before me, Timothy Chang, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



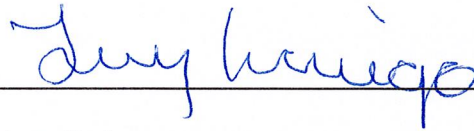
CERTIFICATION OF NON-DISCRIMINATION

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

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

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

SIGNATURE _____



PRINTED NAME Terry Noriega

TITLE President

COMPANY NAME Mariposa Landscapes, Inc.

DATE 4/23/2025

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Affirmation of Proposal Guarantee

The undersigned also affirms that:

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

Dated

4/23/2025

Contractor Signature

By

Terry Noriega, President

Contractor Address

6232 Santos Diaz St., Irwindale, CA 91702

Contractor Telephone Number

(626) 960-0196

Names and Addresses of Members of the Contractor:
(If a Corporation)

Terry Noriega, President, Antonio Valenzuela, Secretary
Theresa Lu, Chief Financial Officer 6232 Santos Diaz St., Irwindale, CA 91702

Signature of Contractor

By

Title

Terry Noriega

President

Business Address

6232 Santos Diaz St., Irwindale, CA 91702

Incorporated Under Laws of the State of
State License Number and Classification

California

592268 Class A, C27, C31, C61/D49,C49

President

Terry Noriega

Secretary

Antonio Valenzuela

Treasurer

Theresa Lu, Chief Financial Officer

(Corporate Seal)

BOND No. BBSU

BIDDER'S BOND

KNOW ALL MEN OR WOMEN BY THESE PRESENTS:

That Mariposa Landscapes, Inc., as Principal, hereinafter referred to as "Contractor," and Hartford Fire Insurance Company, a duly authorized admitted surety insurer as Surety, are held and firmly bound unto the City of Moreno Valley and the City of Moreno Valley Community Services District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Contractor above named, submitted by said Contractor to the City of Moreno Valley and the City of Moreno Valley Community Services District, for the Work for said Project entitled above, for the payment of which sum in lawful money of the United States, well and truly to be made, to the City of Moreno Valley and the City of Moreno Valley Community Services District, to which said Bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally liable (CCP 995.320 (a)(1), PCC 20171), firmly by these presents. In no case shall the liability of the Surety hereunder exceed the amount of:
TEN PERCENT THE AMOUNT BID IN DOLLARS (10%).

THE CONDITION OF THIS OBLIGATION IS SUCH:

That whereas the Contractor has submitted the above-mentioned Bid to the City of Moreno Valley and the City of Moreno Valley Community Services District, as aforesaid for the Work for said Project entitled above.

NOW, THEREFORE, if the aforesaid Contractor is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to him or her for signature, enters into a written Agreement in the prescribed form and in accordance with the Contract Documents, and files two bonds with the City of Moreno Valley and the City of Moreno Valley Community Services District, one to guarantee Faithful Performance and the other to guarantee payment for labor and materials, in accordance with said Contract Documents, and as required by law, and files the required insurance certificate(s) in accordance with said Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect until execution of the Agreement or forfeiture pursuant to the Provisions of Sections 20172 and 20174 of the Public Contract Code. The Surety hereby waives notice of an agreement between the City and the City of Moreno Valley Community Services District and Contractor to extend the time in which the City may accept the Bid.

In the event suit is brought upon this bond by the City and/or the Moreno Valley Community Services District, and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, we have hereunto set our hands on this 25th day of

April, 2025.

BIDDER (Principal)

Name: Mariposa Landscapes, Inc.

Address: _____
6232 Santos Diaz Street, Irwindale, CA 91702

Telephone No.: 626-960-0196

Print Name: Antonio Valenzuela

Title: Secretary

Signature: Antonio Valenzuela

Date: 4/28/2025

CORPORATE SURETY

Company Name: Hartford Fire Insurance Company

Address: _____
One Pointe Drive 6th Floor, Brea, CA 92821

Telephone No.: 214-676-5805

Print Name: MARY SMITH, Attorney in Fact

Signature: Mary Smith
(Attorney-In-Fact)

Date: 04/25/25

SIGNING INSTRUCTIONS

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact for the Surety.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.
- The Surety's corporate seal may be affixed hereto (optional).

If any of the above mandatory items are omitted, the Bid will be considered non-responsive and will be rejected.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

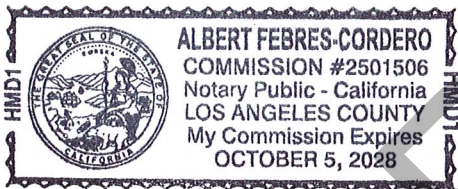
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On April 25, 2025 before me, Albert Febres-Cordero, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared MARY SMITH
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BOLTON INSURANCE SERVICES LLC
Agency Code: 72-183250

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| <input type="checkbox"/> | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Steven L. Brockmeyer, Barbara Doerning, Emily Preciado, Mary Smith, Ronald C. Wanglin of PASADENA, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

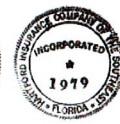


Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 25, 2025.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

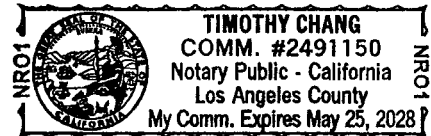
On 4/28/2025 before me, Timothy Chang, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)





M A R I P O S A

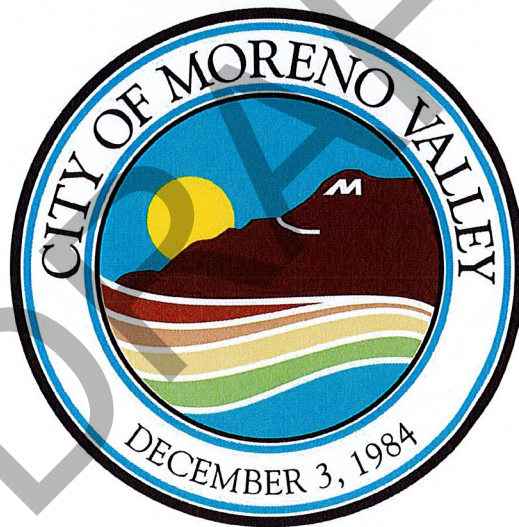
L A N D S C A P E S I N C

RESPONSE TO:

RFP # 2025-013

Landscape Districts – Maintenance of Water Quality
Basins Landscaping & Irrigation

Due: April 29, 2025 at 2:00pm



PREPARED FOR:

City of Moreno Valley
Special Districts Division
14177 Frederick Street, Moreno Valley, CA 92552

PREPARED BY:

Mariposa Landscapes Inc.
6232 Santos Diaz St, Irwindale, CA 91702
Eduardo Salmeron
(626) 210-9310
Eduardo.salmeron@mariposa-ca.com

Cover Letter

City of Moreno Valley
Special Districts Division
Ref: RFP #2025-013
Address: 14177 Frederick Street, Moreno Valley, CA92552

Company Information:

A. Name: Mariposa Landscapes, Inc.
Address: 6232 Santos Diaz Street, Irwindale, CA 91702
Phone: (626) 960-0196
Fax: (626) 960-8477
Email: estimating@mariposa-ca.com
Website: <https://mariposa-ca.com/>

B. Prior Names: N/A

C. Organizational Structure: Corporation

D. Principal Owner: Terry Noriega

E. Authorized Persons Terry Noriega

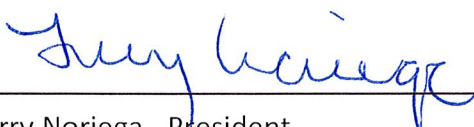
F: Company history, experience and years in business:

Since 1977, **Mariposa Landscapes, Inc.** has been in business for over 40 years and is a trusted leader in the landscaping industry. What started as a small, single-truck operation in Rosemead, California, has grown into a robust fleet with a skilled team of over 800 professionals serving Southern California and Arizona. With more than 100 awards recognizing project excellence, we take great pride in the quality of our work and are consistently regarded as one of the most recommended companies in the industry.

G: Current number of Employees, Key personnel:

Over 800 Employees. Key personnel to be overseeing this project if awarded: Roberto Perez, Area Manger

Sincerely,



Terry Noriega - President



Table of Contents

Cover Letter.....2

Table of Contents.....3

Professional Team Assignments4

Proposal Costs6

Response Template 18

Work Samples28

Required Forms31

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Professional Team Assignments

A. Note any key personnel who are expected to remain in service until completion of the project:

Roberto Perez will be the key point of contact for this contract. Under his supervision he will have a team of a Foreman, Laborer, Irrigation Technician, and Spray Technician. As the current contractor for this contract we will have the same crew that is in place to work this upcoming contract.

B. Provide details regarding the team to be assigned for these services:

Assigned: Area Manger – Roberto Perez
 Account Manager – Gustavo Suarez
 Foreman – Current will remain
 Laborer – Current will remain
 Irrigation Technician – Current will remain
 Spray Technician – Current will remain

C. Provide resumes of all team members.

Area Manager - Roberto Perez

Experience & Credentials

With over 25 years of experience, Roberto Perez is an expert in large-scale public works landscape maintenance. His background as a public works inspector provides him with valuable insight into regulatory compliance, quality control, and efficiency improvements in municipal and commercial landscaping projects.

- Graduate of the Pacific Southwest Maintenance Management School
- MSAC Irrigation Design and Plant ID Certificate
- Leadership Academy Certificate, Cal Poly Pomona
- Calsense 3000 Certified

Ongoing Training

- Continuous OSHA safety training
- Qualified Applicator License – In Process
- Cal State Fullerton Water Auditor – In Process

Account Manger – Gustavo Suarez

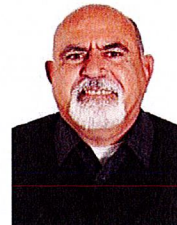
- Over 5 years of experience in the landscape industry
- CPR Safety Trained

Foreman - TBD

- Minimum 3 years of experience in the landscape industry
- CPR Safety Trained

Laborer - TBD

- Minimum 6 months of experience in the landscape industry
- CPR Safety Trained



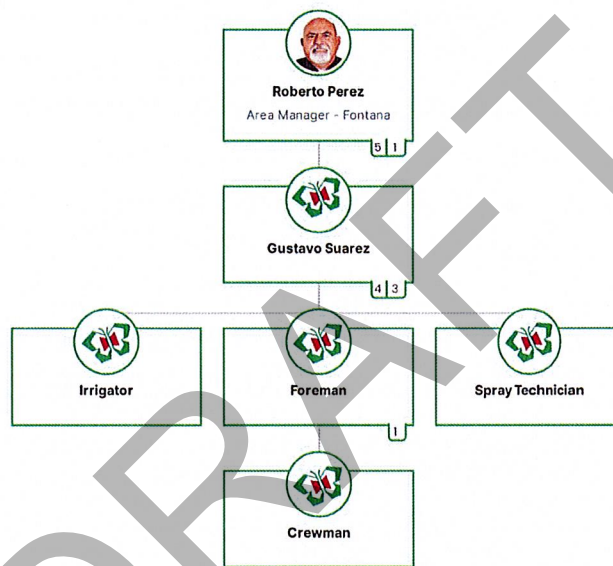
Irrigation Specialists - TBD

- Minimum 3 years of experience in the landscape industry with knowledge in landscape irrigation troubleshooting repair
- CPR Safety Trained

Spray Technician - TBD

- Minimum 3 years of experience in the landscape industry with knowledge in landscape irrigation troubleshooting repair
- Qualified Applicator License (QAC)
- CPR Safety Trained

D. Organizational Chart and a very brief description of their relevant responsibilities



Job Titles	Description of Work
Area Manager	Oversees the operations ensuring that all projects and tasks are completed efficiently and to the highest standards
Account Manager	Ensures client satisfaction by managing relationships, addressing concerns, and coordinating services to meet client needs.
Foreman	Responsible for supervising routine tasks and reporting to the Account Manager, ensuring that all work is performed correctly and on schedule.
Labor	Performs various manual tasks as needed, supporting the team in maintaining and improving landscapes.
Irrigation Technician	Conducts inspections and repairs of irrigation systems, ensuring optimal performance and water efficiency
Spray Technician	Applies pesticides and other treatments to landscapes, ensuring the health and appearance of the maintained landscape.



Proposal Costs

Mariposa Landscapes, Inc. will submit all pricing within the electronic solicitation program as well as on the following pages.

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11. Pricing Proposal

WATER QUALITY BASIN (WQB) MAINTENANCE, LEVEL 1, 4 WEEKS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	WQB ID 1, Tract 31128, approx. 35,024 sq. ft.	12	Monthly Cost	\$604.00	\$7,248.00
2	WQB ID 2, Tract 27523-1 approx. 14,663 sq. ft.	12	Monthly Cost	\$253.00	\$3,036.00
3	WQB ID 3, Tract 22709-1, approx. 10,240 sq. ft.	12	Monthly Cost	\$177.00	\$2,124.00
4	WQB ID 4, Tract 22709 approx. 88,913 sq. ft.	12	Monthly Cost	\$1,533.00	\$18,396.00
5	WQB ID 8 & 9, Tract 30318 approx. 26,800 sq. ft.	12	Monthly Cost	\$462.00	\$5,544.00
6	WQB ID 12 & 13, Tract 30321 approx. 28,124 sq. ft.	12	Monthly Cost	\$485.00	\$5,820.00
7	WQB ID 14 & 15, Tract 30319 approx. 12,740 sq. ft.	12	Monthly Cost	\$220.00	\$2,640.00
8	WQB ID 16, 17, 18 & 19, Tract 30320 approx. 28,579 sq. ft.	12	Monthly Cost	\$493.00	\$5,916.00
9	WQB ID 20, Tract 31128 approx. 7,176 sq. ft.	12	Monthly Cost	\$124.00	\$1,488.00
10	WQB ID 21, Tract 31212/31327 approx. 39,613 sq. ft.	12	Monthly Cost	\$666.00	\$7,992.00
11	WQB ID 22, Tract 32834 approx. 22,983 sq. ft.	12	Monthly Cost	\$393.00	\$4,716.00
12	WQB ID 23, Tract 31269-1 approx. 22,346 sq. ft.	12	Monthly Cost	\$385.00	\$4,620.00
13	WQB ID 24 & 25, Tract 29920 approx. 18,242 sq. ft.	12	Monthly Cost	\$315.00	\$3,780.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
14	WQB ID 26, Tract 33437 approx. 8,093 sq. ft.	12	Monthly Cost	\$140.00	\$1,680.00
15	WQB ID 27, Tract 32018 approx. 14,554 sq. ft.	12	Monthly Cost	\$251.00	\$3,012.00
16	WQB ID 29, Tract 31424, approx. 7,557 sq. ft.	12	Monthly Cost	\$130.00	\$1,560.00
17	WQB ID 30, Tract 32834 approx. 28,032 sq. ft.	12	Monthly Cost	\$483.00	\$5,796.00
18	WQB ID 32, Tract 33256 approx. 7,550 sq. ft.	12	Monthly Cost	\$130.00	\$1,560.00
19	WQB ID 33, Tract 32715 approx. 12,152 sq. ft.	12	Monthly Cost	\$210.00	\$2,520.00
20	WQB ID 34, Tract 32505 approx. 9,862 sq. ft.	12	Monthly Cost	\$170.00	\$2,040.00
21	WQB ID 35, Tract 31618 approx. 6,362 sq. ft.	12	Monthly Cost	\$260.00	\$3,120.00
22	WQB ID 36, Tract 36882 approx. 10,079 sq. ft.	12	Monthly Cost	\$174.00	\$2,088.00
23	WQB ID 37, Tract 31305 approx. 8,226 sq. ft.	12	Monthly Cost	\$142.00	\$1,704.00
24	WQB ID 37, Tract 31305 approx. 8,226sq. ft.	12	Monthly Cost	\$142.00	\$1,704.00
25	WQB ID 38, Tract 31590 approx. 15,497 sq. ft.	12	Monthly Cost	\$267.00	\$3,204.00
26	WQB ID 39, Tract 36436 approx. 13,928 sq. ft.	12	Monthly Cost	\$240.00	\$2,880.00
27	WQB ID 40, Tract 36436 approx. 12,851 sq. ft.	12	Monthly Cost	\$222.00	\$2,664.00
28	WQB ID 41, Tract 36760 approx. 27,794 sq. ft.	12	Monthly Cost	\$479.00	\$5,748.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
29	WQB ID 42, Tract 36760 approx. 51,375 sq. ft.	12	Monthly Cost	\$886.00	\$10,632.00
TOTAL					

WATER QUALITY BASIN (WQB) MAINTENANCE, LEVEL 2, 8 WEEKS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
30	WQB ID 1, Tract 31128, approx. 35,024 sq. ft.	12	Monthly Cost	\$595.00	\$7,140.00
31	WQB ID 2, Tract 27523-1 approx. 14,663 sq. ft.	12	Monthly Cost	\$249.00	\$2,988.00
32	WQB ID 3, Tract 22709-1, approx. 10,240 sq. ft.	12	Monthly Cost	\$174.00	\$2,088.00
33	WQB ID 4, Tract 22709 approx. 88,913 sq. ft.	12	Monthly Cost	\$1,510.00	\$18,120.00
34	WQB ID 8 & 9, Tract 30318 approx. 26,800 sq. ft.	12	Monthly Cost	\$455.00	\$5,460.00
35	WQB ID 12 & 13, Tract 30321 approx. 28,124 sq. ft.	12	Monthly Cost	\$478.00	\$5,736.00
36	WQB ID 14 & 15, Tract 30319 approx. 12,740 sq. ft.	12	Monthly Cost	\$217.00	\$2,604.00
37	WQB ID 16, 17, 18 & 19, Tract 30320 approx. 28,579 sq. ft.	12	Monthly Cost	\$486.00	\$5,832.00
38	WQB ID 20, Tract 31128 approx. 7,176 sq. ft.	12	Monthly Cost	\$122.00	\$1,464.00
39	WQB ID 21, Tract 31212/31327 approx. 39,613 sq. ft.	12	Monthly Cost	\$656.00	\$7,872.00
40	WQB ID 22, Tract 32834 approx. 22,983 sq. ft.	12	Monthly Cost	\$387.00	\$4,644.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
41	WQB ID 23, Tract 31269-1 approx. 22,346 sq. ft.	12	Monthly Cost	\$379.00	\$4,548.00
42	WQB ID 24 & 25, Tract 29920 approx. 18,242 sq. ft.	12	Monthly Cost	\$310.00	\$3,720.00
43	WQB ID 26, Tract 33437 approx. 8,093 sq. ft.	12	Monthly Cost	\$138.00	\$1,656.00
44	WQB ID 27, Tract 32018 approx. 14,554 sq. ft.	12	Monthly Cost	\$247.00	\$2,964.00
45	WQB ID 29, Tract 31424, approx. 7,557 sq. ft.	12	Monthly Cost	\$128.00	\$1,536.00
46	WQB ID 30, Tract 32834 approx. 28,032 sq. ft.	12	Monthly Cost	\$476.00	\$5,712.00
47	WQB ID 32, Tract 33256 approx. 7,550 sq. ft.	12	Monthly Cost	\$128.00	\$1,536.00
48	WQB ID 33, Tract 32715 approx. 12,152 sq. ft.	12	Monthly Cost	\$207.00	\$2,484.00
49	WQB ID 34, Tract 32505 approx. 9,862 sq. ft.	12	Monthly Cost	\$168.00	\$2,016.00
50	WQB ID 35, Tract 31618 approx. 6,362 sq. ft.	12	Monthly Cost	\$256.00	\$3,072.00
51	WQB ID 36, Tract 36882 approx. 10,079 sq. ft.	12	Monthly Cost	\$171.00	\$2,052.00
52	WQB ID 37, Tract 31305 approx. 8,226 sq. ft.	12	Monthly Cost	\$140.00	\$1,680.00
53	WQB ID 37, Tract 31305 approx. 8,226 sq. ft.	12	Monthly Cost	\$140.00	\$1,680.00
54	WQB ID 38, Tract 31590 approx. 15,497 sq. ft.	12	Monthly Cost	\$263.00	\$3,156.00
55	WQB ID 39, Tract 36436 approx. 13,928 sq. ft.	12	Monthly Cost	\$236.00	\$2,832.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
56	WQB ID 40, Tract 36436 approx. 12,851 sq. ft.	12	Monthly Cost	\$219.00	\$2,628.00
57	WQB ID 41, Tract 36760 approx. 27,794 sq. ft.	12	Monthly Cost	\$472.00	\$5,664.00
58	WQB ID 42, Tract 36760 approx. 51,375 sq. ft.	12	Monthly Cost	\$873.00	\$10,476.00
TOTAL \$123,360.00					

WATER QUALITY BASIN (WQB) MAINTENANCE, LEVEL 3, 12 WEEKS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
59	WQB ID 1, Tract 31128, approx. 35,024 sq. ft.	12	Monthly Cost	\$580.00	\$6,960.00
60	WQB ID 2, Tract 27523-1 approx. 14,663 sq. ft.	12	Monthly Cost	\$243.00	\$2,916.00
61	WQB ID 3, Tract 22709-1, approx. 10,240 sq. ft.	12	Monthly Cost	\$170.00	\$2,040.00
62	WQB ID 4, Tract 22709 approx. 88,913 sq. ft.	12	Monthly Cost	\$1,471.00	\$17,652.00
63	WQB ID 8 & 9, Tract 30318 approx. 26,800 sq. ft.	12	Monthly Cost	\$443.00	\$5,316.00
64	WQB ID 12 & 13, Tract 30321 approx. 28,124 sq. ft.	12	Monthly Cost	\$465.00	\$5,580.00
65	WQB ID 14 & 15, Tract 30319 approx. 12,740 sq. ft.	12	Monthly Cost	\$211.00	\$2,532.00
66	WQB ID 16, 17, 18 & 19, Tract 30320 approx. 28,579 sq. ft.	12	Monthly Cost	\$473.00	\$5,676.00
67	WQB ID 20, Tract 31128 approx. 7,176 sq. ft.	12	Monthly Cost	\$119.00	\$1,428.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
68	WQB ID 21, Tract 31212/31327 approx. 39,613 sq. ft.	12	Monthly Cost	\$639.00	\$7,668.00
69	WQB ID 22, Tract 32834 approx. 22,983 sq. ft.	12	Monthly Cost	\$377.00	\$4,524.00
70	WQB ID 23, Tract 31269-1 approx. 22,346 sq. ft.	12	Monthly Cost	\$369.00	\$4,428.00
71	WQB ID 24 & 25, Tract 29920 approx. 18,242 sq. ft.	12	Monthly Cost	\$302.00	\$3,624.00
72	WQB ID 26, Tract 33437 approx. 8,093 sq. ft.	12	Monthly Cost	\$134.00	\$1,608.00
73	WQB ID 27, Tract 32018 approx. 14,554 sq. ft.	12	Monthly Cost	\$241.00	\$2,892.00
74	WQB ID 29, Tract 31424, approx. 7,557 sq. ft.	12	Monthly Cost	\$125.00	\$1,500.00
75	WQB ID 30, Tract 32834 approx. 28,032 sq. ft.	12	Monthly Cost	\$464.00	\$5,568.00
76	WQB ID 32, Tract 33256 approx. 7,550 sq. ft.	12	Monthly Cost	\$125.00	\$1,500.00
77	WQB ID 33, Tract 32715 approx. 12,152 sq. ft.	12	Monthly Cost	\$202.00	\$2,424.00
78	WQB ID 34, Tract 32505 approx. 9,862 sq. ft.	12	Monthly Cost	\$163.00	\$1,956.00
79	WQB ID 35, Tract 31618 approx. 6,362 sq. ft.	12	Monthly Cost	\$250.00	\$3,000.00
80	WQB ID 36, Tract 36882 approx. 10,079 sq. ft.	12	Monthly Cost	\$167.00	\$2,004.00
81	WQB ID 37, Tract 31305 approx. 8,226 sq. ft.	12	Monthly Cost	\$136.00	\$1,632.00
82	WQB ID 37, Tract 31305 approx. 8,226sq. ft.	12	Monthly Cost	\$136.00	\$1,632.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
83	WQB ID 38, Tract 31590 approx. 15,497 sq. ft.	12	Monthly Cost	\$256.00	\$3,072.00
84	WQB ID 39, Tract 36436 approx. 13,928 sq. ft.	12	Monthly Cost	\$230.00	\$2,760.00
85	WQB ID 40, Tract 36436 approx. 12,851 sq. ft.	12	Monthly Cost	\$213.00	\$2,556.00
86	WQB ID 41, Tract 36760 approx. 27,794 sq. ft.	12	Monthly Cost	\$460.00	\$5,520.00
87	WQB ID 42, Tract 36760 approx. 51,375 sq. ft.	12	Monthly Cost	\$850.00	\$10,200.00
TOTAL \$120,168.00					

NON-CHEMICAL ALTERNATIVES, EXHIBIT A, SECTION 20

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
88	WQB ID 1, Tract 31128, approx. 35,024 sq. ft.	12	Monthly Cost	\$673.00	\$8,076.00
89	WQB ID 2, Tract 27523-1 approx. 14,663 sq. ft.	12	Monthly Cost	\$282.00	\$3,384.00
90	WQB ID 3, Tract 22709-1, approx. 10,240 sq. ft.	12	Monthly Cost	\$197.00	\$2,364.00
91	WQB ID 4, Tract 22709 approx. 88,913 sq. ft.	12	Monthly Cost	\$1,707.00	\$20,484.00
92	WQB ID 8 & 9, Tract 30318 approx. 26,800 sq. ft.	12	Monthly Cost	\$514.00	\$6,168.00
93	WQB ID 12 & 13, Tract 30321 approx. 28,124 sq. ft.	12	Monthly Cost	\$540.00	\$6,480.00
94	WQB ID 14 & 15, Tract 30319 approx. 12,740 sq. ft.	12	Monthly Cost	\$245.00	\$2,940.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
95	WQB ID 16, 17, 18 & 19, Tract 30320 approx. 28,579 sq. ft.	12	Monthly Cost	\$549.00	\$6,588.00
96	WQB ID 20, Tract 31128 approx. 7,176 sq. ft.	12	Monthly Cost	\$138.00	\$1,656.00
97	WQB ID 21, Tract 31212/31327 approx. 39,613 sq. ft.	12	Monthly Cost	\$742.00	\$8,904.00
98	WQB ID 22, Tract 32834 approx. 22,983 sq. ft.	12	Monthly Cost	\$438.00	\$5,256.00
99	WQB ID 23, Tract 31269-1 approx. 22,346 sq. ft.	12	Monthly Cost	\$429.00	\$5,148.00
100	WQB ID 24 & 25, Tract 29920 approx. 18,242 sq. ft.	12	Monthly Cost	\$351.00	\$4,212.00
101	WQB ID 26, Tract 33437 approx. 8,093 sq. ft.	12	Monthly Cost	\$156.00	\$1,872.00
102	WQB ID 27, Tract 32018 approx. 14,554 sq. ft.	12	Monthly Cost	\$280.00	\$3,360.00
103	WQB ID 29, Tract 31424, approx. 7,557 sq. ft.	12	Monthly Cost	\$145.00	\$1,740.00
104	WQB ID 30, Tract 32834 approx. 28,032 sq. ft.	12	Monthly Cost	\$538.00	\$6,456.00
105	WQB ID 32, Tract 33256 approx. 7,550 sq. ft.	12	Monthly Cost	\$145.00	\$1,740.00
106	WQB ID 33, Tract 32715 approx. 12,152 sq. ft.	12	Monthly Cost	\$234.00	\$2,808.00
107	WQB ID 34, Tract 32505 approx. 9,862 sq. ft.	12	Monthly Cost	\$189.00	\$2,268.00
108	WQB ID 35, Tract 31618 approx. 6,362 sq. ft.	12	Monthly Cost	\$290.00	\$3,480.00
109	WQB ID 36, Tract 36882 approx. 10,079 sq. ft.	12	Monthly Cost	\$194.00	\$2,328.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
110	WQB ID 37, Tract 31305 approx. 8,226 sq. ft.	12	Monthly Cost	\$158.00	\$1,896.00
111	WQB ID 37, Tract 31305 approx. 8,226 sq. ft.	12	Monthly Cost	\$158.00	\$1,896.00
112	WQB ID 38, Tract 31590 approx. 15,497 sq. ft.	12	Monthly Cost	\$297.00	\$3,564.00
113	WQB ID 39, Tract 36436 approx. 13,928 sq. ft.	12	Monthly Cost	\$267.00	\$3,204.00
114	WQB ID 40, Tract 36436 approx. 12,851 sq. ft.	12	Monthly Cost	\$247.00	\$2,964.00
115	WQB ID 41, Tract 36760 approx. 27,794 sq. ft.	12	Monthly Cost	\$533.00	\$6,396.00
116	WQB ID 42, Tract 36760 approx. 51,375 sq. ft.	12	Monthly Cost	\$987.00	\$11,844.00
TOTAL \$139,476.00					

ADDITIONAL WORK PRICE LIST

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
117	One (1) gallon shrub/vine/ground cover in place	1	each	\$17.00	\$17.00
118	Five (5) gallon shrub/vine/ground cover in place	1	each	\$45.00	\$45.00
119	Five (5) gallon tree in place (stakes included)	1	each	\$65.00	\$65.00
120	Fifteen (15) gallon tree in place (stakes included)	1	each	\$150.00	\$150.00
121	24" box tree in place (stakes included)	1	each	\$550.00	\$550.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
122	36" box tree in place (guy wires included)	1	each	\$950.00	\$950.00
123	Flat of ground cover in place	1	each	\$45.00	\$45.00
124	Planter bed mulch in place	1	cubic yards	\$85.00	\$85.00
125	Additional labor	1	man hour	\$46.00	\$46.00
126	Additional Irrigation Technician	1	man hour	\$75.00	\$75.00
127	Irrigation Repair Parts at Cost Plus a Specified Percent	0	percent	15%	0
TOTAL \$2028.00					

COST FOR ADDITIONAL WORK ADDED TO BASE WORK AS NEEDED, PLANTER, 4-WEEK SERVICE LEVEL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
128	Trees, Shrubs, Ground Cover Square Footage	1	Monthly Cost	\$0.026	\$0.026
TOTAL					

COST FOR ADDITIONAL WORK ADDED TO BASE WORK AS NEEDED, PLANTER, 8-WEEK SERVICE LEVEL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
129	Trees, Shrubs, Ground Cover Square Footage	1	Monthly Cost	\$0.0255	\$0.0255
TOTAL					

COST FOR ADDITIONAL WORK ADDED TO BASE WORK AS NEEDED, PLANTER, 12-WEEK SERVICE LEVEL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
130	Trees, Shrubs, Ground Cover Square Footage	1	Monthly Cost	\$0.0250	\$0.0250
TOTAL					

DRAFT

Response Template

About Us

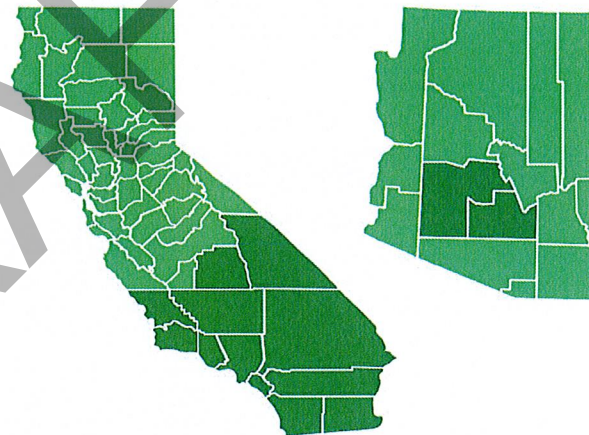
Mariposa Landscapes, Inc. has been transforming outdoor spaces with expertise and innovation since 1977. What began as a small operation in Rosemead, California, has grown into one of the most trusted names in landscaping across Southern California and Arizona. Today, we proudly employ over 800 dedicated professionals, including Certified Arborists, Pest Control Advisors, Certified Irrigators, and Landscape Technicians.

Our Core Values

Our success is driven by a set of core values that underpin every aspect of our operations:

- Safety: Ensuring the well-being of our team and clients on every project.
- Teamwork: Collaborating with clients and stakeholders to achieve shared goals.
- Quality: Setting the highest standards for every service we provide.
- Integrity: Building trust through transparency, accountability, and ethical practices.

With over 45 years of experience, Mariposa is renowned for excellence in Landscape Construction, Maintenance, Tree Care, Irrigation, and Drought-Tolerant Conversions. Our portfolio reflects a rich history of award-winning projects - more than 100 recognitions to date - demonstrating our unwavering commitment to quality and craftsmanship. As a fully licensed company in both California and Arizona, we carry \$100 million in bonding capacity and maintain large insurance coverage, including \$10 million in general liability and \$1 million in workers' compensation, ensuring our clients' peace of mind on every project.



At Mariposa, we are more than a landscaping company - we are stewards of the environment. Sustainability is at the heart of everything we do, from implementing water-saving irrigation systems to promoting native plant restoration and integrating environmentally friendly practices into every project.

Why Choose Mariposa Landscapes?

- **Award-Winning Excellence:** A proven track record with over 95 industry recognitions for innovative and high-quality landscaping projects.
- **Comprehensive Expertise:** From public parks and commercial landscapes to large-scale restoration projects, we have the expertise to handle a wide variety of landscaping needs.
- **Sustainability Leadership:** Implementing drought-resistant designs and sustainable practices that protect natural resources while enhancing aesthetic value.
- **Client-Centered Approach:** A commitment to understanding and exceeding our clients' expectations with tailored, results-driven solutions.



Our approach is guided by a deep understanding of Southern California and Arizona’s unique ecosystems, allowing us to create outdoor spaces that are as functional and beautiful as they are sustainable. We take pride in enhancing landscapes while contributing to the well-being of the communities we serve.

Key Facts at a Glance

With strategically located offices across Southern California and Arizona, Mariposa Landscapes delivers exceptional landscape solutions using advanced equipment, innovative technologies, and a skilled team, transforming landscapes and enriching communities with every project.

The following table provides a complete overview of Mariposa Landscapes, Inc., highlighting our relevant information, areas of expertise, and operational capabilities:

Company	Mariposa Landscapes, Inc.	Awards	Over 95 awards for project excellence
Founded	1977	Primary Services	Landscape construction, maintenance, tree care, irrigation, and drought tolerant conversions
Address	6232 Santos Diaz St, Irwindale, CA 91702	Service Areas	Southern California and Arizona
Telephone	(626) 960-0196	Office Locations	1) HQ: Irwindale, CA 2) Orange County: Santa Ana, CA 3) San Bernardino County: Fontana, CA 4) Riverside County: Chino, CA 5) LA South Bay: Gardena, CA 6) North LA. & Ventura: Somis, CA 7) Palm Springs: Bermuda Dunes, CA 8) San Diego County: Oceanside, CA 9) Arizona: Glendale, AZ 10) Arizona: Phoenix, AZ
Fax	(626) 960-8477		
Employees	Over 800 employees		
Licensed In	California + Arizona		
Insurance	\$1M workers’ compensation, \$10M general		
Bonding	\$100 million		

Organizations, Current and Past Memberships

- CACM (California Association of Community Managers)
- CAI Orange County (Community Association Institute)
- CAI Los Angeles (Community Associations Institute)
- CAI Greater Inland Empire (Community Association Institute)
- CAI Coachella Valley (Community Association Institute)
- ASA (American Subcontractors Association)
- BIA Southern California (Building Industry Association)
- BIA Orange County (Building Industry Association)
- BOMA IE (Building Owners and Managers Association)
- CLCA (California Landscape Contractors Association)
- ISA (International Society of Arboriculture)
- CAPCA (California Association of Pest Control Advisors)

Proposal Contact: Eduardo Salmeron

Eduardo.salmeron@mariposa-ca.com
(626) 210-9310

Licensing and Certifications

- California Contractor License 592268 C27, A, D49/C61, C31
- Certified Arborists on staff
- Certified Tree Workers on staff
- Tree Work – Line Clearance Certified
- Tree Work – Line Clearance Certified Instructor
- Certified Playground Equipment Inspectors
- Certified Water Auditor
- Certified Backflow Inspectors
- Licensed Pest Control Company/Pest Control Advisor
- Certified Pest Control Applicators on staff



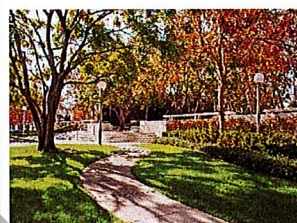
Our Services

Mariposa offers a full spectrum of landscaping services, blending expertise, innovation, and sustainability to meet each client's unique needs. Below is an overview of our capabilities.

Landscape Maintenance

Maintaining vibrant landscapes requires strategic care and attention to detail. Our services encompass large-scale mowing, efficient irrigation, eco-friendly pest control, and year-round fertilization to support plant health and ecosystem vitality. Additional offerings include athletic turf maintenance, detailed baseball field preparation, porter services, and parking lot sweeping to ensure a clean and professional appearance. We focus on creating sustainable landscapes that thrive in all seasons.

- Turf Management
- Integrated Pest Management
- Athletic Turf Maintenance
- Parking Lot Sweeping
- Color Design
- Irrigation Management
- Seasonal Planting & Enhancements
- Porter Services
- Clean-up and Debris Removal



Tree Care

Our certified arborists provide expert tree management, including trimming, removal, stump grinding, and disease treatment. Utilizing advanced GIS tree mapping, we offer tailored growth and maintenance programs for urban forests and individual trees alike. These services not only ensure the safety and health of trees but also enhance their contribution to the environment and aesthetics of any property. By integrating technology and expertise, we help preserve the natural canopy, ensuring long-term sustainability for both urban and rural spaces.

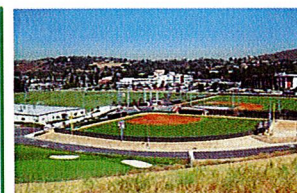
- Tree Trimming & Pruning
- Hazardous Tree Removal
- Stump Grinding & Disposal
- Tree Disease & Pest Treatment
- On-site Diagnosis
- Long-term Tree Care
- GIS Tree Mapping & Asset Management
- Tree Planting



Landscape Construction

We transform outdoor spaces into functional, visually stunning environments. From site preparation, grading, and drainage to strategic planting and native plant rehabilitation, we focus on integrating aesthetics with sustainability. Our portfolio includes durable parks, playgrounds, and athletic fields designed for both community engagement and environmental balance.

- Site Preparation & Grading
- Native Plant Restoration
- Park Construction
- Tree, Shrub & Ground Cover Planting
- Playground Construction
- Irrigation Systems Installation
- Park Construction
- Athletic Field Construction
- Drainage System Setup



Project Specific Equipment

Mariposa Landscapes Inc. is proud to maintain a modern fleet, consisting of the latest models of vehicles and equipment, including all the essential tools needed to fulfill our contract work. Our fleet is under five years old and is meticulously maintained by our in-house mechanics. Notably, we offer large-capacity mowing equipment, a unique advantage that sets us apart from most competitors.

To ensure reliable service, we employ a full team of skilled mechanics, and we maintain an extensive inventory of backup equipment, which allows us to consistently adhere to our project schedules.

Each of our crew trucks is fully equipped with all necessary hand tools for landscape maintenance, along with a First Aid kit, water, and clear instructions in the event of an accident. Our mechanics are strategically stationed within 30 to 60 minutes of each project site, ensuring rapid response times. In addition, we have backup 72" and 21" mowers available for deployment within one hour, further reinforcing our ability to maintain schedule continuity.

We are confident that the equipment detailed in our proposal will provide comprehensive coverage and surpass the city's established standards. Our commitment to excellence is demonstrated through our meticulous selection of resources and skilled personnel. Mariposa Landscape Inc. is dedicated to ensuring that every aspect of our work exemplifies the highest quality, reflecting both our expertise and our commitment to delivering superior results. We believe that our approach will not only meet but exceed the expectations set forth, showcasing our dedication to excellence and reinforcing our reputation for exceptional service.

We will also dedicate additional resources that might be needed to meet or better all task and timeline requirements of this project

Anticipated Equipment

Regular Vehicles		Periodic Vehicles	
QTY	Vehicles	QTY	Vehicles
1	Truck Toyota Tacoma w/Irrigation Setup	1	Truck Chevy 3500HD, Single Cab, Spray
1	Truck Chevy 2500HD, Dbl Cab, Landscape body		Truck

Regular Equipment	
QTY	Equipment
1	Trimmer String (Weedeater)
1	Blower backpack
1	Hedge Trimmer 51" Long Staff
1	Chainsaw
1	Truck and Tools Equipment



Green Initiative

Mariposa Landscapes, Inc. is dedicated to implementing environmentally sustainable practices and energy conservation measures. We operate a comprehensive recycling program for green waste and paper products, which is enforced at both our local offices and all job sites.

Our company currently uses hybrid vehicles and is actively researching and pursuing the adoption of hybrid equipment for use on our contracts. We are committed to being as environmentally responsible as possible and are continuously expanding our operations to meet this goal.

Mariposa Landscapes has earned certification from the American Green Zone Alliance under the Sustainable Land Care Certification (Electric Equipment). This certification ensures we are at the forefront of industry advancements, selecting cost-effective solutions with the latest commercial-grade electric small equipment.

We collaborate closely with clients to optimize water usage wherever possible. With hundreds of ET "Smart" Controller installations over the years, we are proficient in assessing properties for water-saving opportunities, providing tailored solutions, and programming these advanced irrigation devices for maximum efficiency.

Beyond these initiatives, we remain committed to leading the industry in minimizing environmental impact and advancing sustainable practices.



The key points of its strategy to achieve this are:

- Minimize waste by evaluating operations and ensuring they are as efficient as possible.
- Minimize toxic emissions through the selection and use of its fleet and equipment.
- Actively promote recycling both internally and amongst its customers and suppliers.
- Meet or exceed all the environmental legislation that relates to the Company.
- Adhere to all local codes and ordinances regarding water conservation.



Integrated Pest Management Program

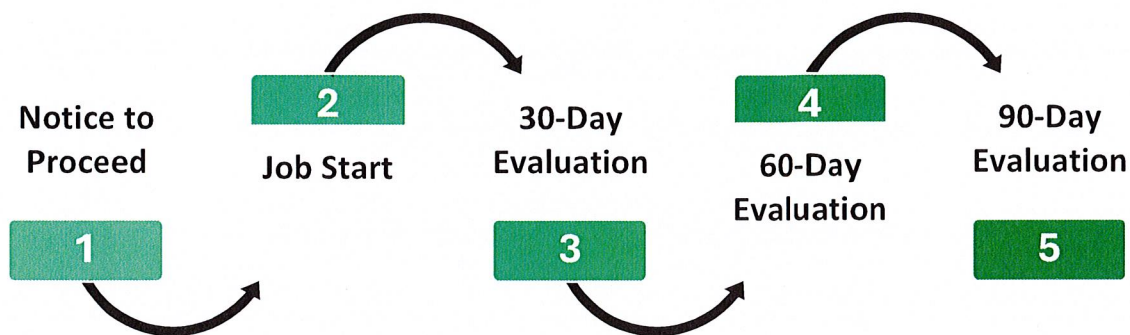
Integrated pest management (IPM) is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and non-target organisms, and the environment.



Biological Control	Biological control is the use of natural enemies—predators, parasites, pathogens, and competitors—to control pests and their damage. Though Mariposa does not introduce any beneficial organisms into the environment, we do identify and encourage their presence.
Cultural Controls	Cultural controls are practices that reduce pest establishment, reproduction, dispersal, and survival. For example, changing irrigation practices can reduce pest problems, since too much water can increase root disease and weeds.
Mechanical & Physical Controls	Mechanical and physical controls kill a pest directly or make the environment unsuitable for it. Traps for rodents are examples of mechanical control. Physical controls include mulches for weed management, steam sterilization of the soil for disease management, or barriers such as screens to keep birds or insects out.
Chemical Controls	Chemical control is the use of pesticides. Mariposa Landscapes uses pesticides only when needed and in combination with other approaches for more effective, long-term control. Also, pesticides are selected and applied in a way that minimizes their possible harm to people and the environment. With IPM we use the most selective pesticide that will do the job and be the safest for other organisms and for air, soil, and water quality.



Job Start Up



Contract Execution and Official Notice to Proceed

For new contracts, we need a signed commitment before purchasing trucks and equipment. Startups within 30 days may face supply chain delays, so we prefer a 60 to 90-day lead time. During this period, we may have meetings with the client to introduce the team and review the schedule. We also use this time to prepare area maps, take measurements, and order necessary materials like fertilizer, weed control products, and other supplies.

Job Start

On the first day of the project, our crews will be equipped with detailed maps, task lists, and an initial schedule. Our management team is actively involved in logistics at this stage. We also conduct a thorough inspection of the irrigation systems with our technicians. If any issues, such as broken or inoperative components, are identified, we will create a detailed list of required repairs, including pricing and a completion schedule for the customer.

30-Day Evaluation

At the 30-day mark, we will hold a special evaluation meeting with the customer. This meeting addresses aspects of the project that may not have been fully outlined in the scope or specifications, such as customized timelines, work sequences, and specific site needs. We will review the progress so far, identify successes, and discuss any areas requiring adjustment. The customer will receive an action plan with clear timelines for any necessary changes, along with an updated irrigation system inspection.

60-Day Evaluation

By the 60-day point, we expect operations to be running smoothly and in line with expectations. We will conduct a customer survey to assess their experience with the proposal process, the transition to operations, and overall job performance. Our goal is to achieve the highest satisfaction score possible and ensure complete customer satisfaction.

90-Day Evaluation

At the 90-day mark, the customer will receive a survey with a single question: "Would you recommend Mariposa Landscapes to other customers right now?" Our goal is to receive an enthusiastic "Yes" response, confirming their satisfaction and confidence in our services.



Workplan and Approach

The schedule outlined below is subject to change and requires approval from the designated representatives. Any adjustments will be made to align with operational requirements. At the commencement of the contract, our Project Manager will submit the annual schedule, and a monthly report will be provided at the start of each month for the representatives.

Please see below for our dedicated personnel and anticipated equipment for this contract.

Dedicated Personnel

Personnel	Number of dedicated employees
Area Manager	1
Account Manager	1
Foreman	1
Laborer	2
Irrigation Tech	1
Spray Tech	1

Notes: We can quickly and effectively allocate additional train staff if requested by the City for additional work. As soon as we receive notice we will work on providing what is required by the City. For any lost workhours we will make the up the following day if possible then we will get in contact with the City. Response time for urgent services is 24 – 48 hours but we will try to get a response out to the city as fast as possible.

Anticipated Equipment

Regular Vehicles		Periodic Vehicles	
QTY	Vehicles	QTY	Vehicles
1	Truck Toyota Tacoma w/Irrigation Setup	1	Truck Chevy 3500HD, Single Cab, Spray
1	Truck Chevy 2500HD, Dbl Cab, Landscape body		Truck

Regular Equipment	
QTY	Equipment
1	Trimmer String (Weedeater)
1	Blower backpack
1	Hedge Trimmer 51" Long Staff
1	Chainsaw
1	Truck and Tools Equipment



Methodology

Turf Care

- **Mowing and Edging:** We will mow, edge, and trim turf areas on a set schedule, ensuring all equipment is in good working order and cleaned before use.
- **Clippings and Debris:** All clippings and debris will be collected and removed immediately.
- **Disease Control:** Equipment used on diseased turf will be sterilized before moving to another site.
- **Mowing Heights:** We will adhere to specific mowing heights for cool and warm season grasses.
- **Trimming:** Turf borders will be cut with a vertical blade edger, and trimming around appurtenances will be done with string trimmers.
- **Tree Protection:** Grass rings around tree trunks will be maintained.
- **Resodding and Reseeding:** Thin areas in turf will be resodded or reseeded to prevent weed invasion.
- **Aeration:** Turf areas will be aerated according to a set schedule.

Tree Care

- **General Maintenance:** Trees will be maintained to promote healthy growth.
- **Migratory Bird Protection:** We will comply with the Migratory Bird Treaty Act.
- **Pruning Standards:** Pruning will follow ANSI standards and City procedures.
- **Pruning Objectives:** We will remove dead, diseased, or hazardous branches and unwanted encroachments.
- **Debris Removal:** Prunings and debris will be removed immediately.
- **Staking and Guying:** Trees will be staked and guyed properly.

Shrub Care

- **General Maintenance:** Shrubs will be maintained to promote healthy growth.
- **Definition:** Shrubs are defined by their height at maturity.
- **Pruning Objectives:** We will remove dead, diseased, or hazardous branches and unwanted encroachments.

Ground Cover Care

- **General Maintenance:** Ground covers will be maintained to promote healthy growth.
- **Definition:** Ground covers are defined by their height at maturity.
- **Pruning Objectives:** We will remove dead, diseased, or hazardous branches and unwanted encroachments.

Channel and Habitat Care

- **Vegetative Thinning:** Vegetation will be thinned to maintain flood control channels.
- **Timing:** Thinning will be performed annually outside the bird nesting season.
- **Weed Control:** Weeds will be removed quarterly, and specific species will be targeted.
- **Trash and Debris Removal:** The site will be kept free of trash and debris.

Open Space Area (Paseo) Care

- **Plant Maintenance:** Non-woody plants will be trimmed annually, and woody plants will be pruned to minimize dead wood.
- **Irrigation:** Newly planted trees and shrubs will receive adequate irrigation.
- **Drainage:** Catch basins, drain lines, and swales will be kept clean for proper drainage.

Water Quality Basin Maintenance

- **Vegetation Management:** Basin bottom vegetation will be mowed annually.
- **Forebays and Outlet Structures:** Cleaned of debris and vegetation twice annually.
- **Sand Bed Maintenance:** Inspected and maintained semi-annually.



Weed Control

- **Definition:** Weeds are defined as any plant detrimental to the site's appearance or health.
- **Control Methods:** Addressed per the Frequency of Service Table.
- **Debris Removal:** Debris from weed control operations will be removed immediately.
- **Chemical Control:** Use of chemicals will be regulated.

Irrigation

- **Maintenance and Testing:** Irrigation systems will be maintained and tested regularly.
- **Manual Systems:** Operated only when personnel are present.

Debris and Litter

- **Control:** Provided per the Frequency of Service Table.
- **Removal:** Debris generated by maintenance work will be removed immediately.
- **Hazard-Free Condition:** Hardscape areas will be maintained hazard-free.
- **Disposal:** Debris and litter will be disposed of legally.
- **Hazardous Materials:** Suspicious materials will be reported immediately.

Scheduling of Work

- **Adherence:** We will adhere to submitted schedules.
- **Revisions:** Revisions will require prior written approval.
- **Notification:** Written notification will be required for specialty maintenance operations.
- **Inclement Weather:** Adjusted work schedules will be submitted for approval.

Functions and Responsibilities

- **Inspection:** Initial inspection and affidavit will be required for new contractors.
- **Reporting:** Complete reports will be submitted regularly.
- **Meetings:** We may be required to attend meetings with City staff.
- **Office and Communication:** We will maintain an office and be reachable 24/7.
- **Emergency Response:** We will respond to emergency calls within two hours.

Implementation Process

Please see below on how we will ensure milestones and deadlines are being met.

Monthly Work Plans

Each month, the Account Manager submits a detailed Monthly Work Plan outlining scheduled maintenance tasks, such as trimming, pruning, and chemical applications. This plan is reviewed and approved during the monthly client meeting and correlates with the Annual Work Schedule. A Monthly Schedule Evaluation Form is completed to assess the current month's performance.

1

Irrigation Reports

The Irrigation Technician conducts scheduled inspections of irrigation systems, logging results in an Irrigation Inspection Report. This report includes all service requests, emergency work, and repairs. The Account Manager ensures these reports are accurate and delivered to the client representative on time.

2

Work Quality Evaluations

Communication is critical to aligning interpretations of quality. Before regular meetings, the Mariposa Supervisor and client representative independently grade the landscape's quality using a standard evaluation form. Any discrepancies are addressed during the meeting to ensure mutual understanding of expectations.

3

Action Item Lists

During inspections or meetings, any requests, concerns, or additional tasks are documented in an Action Item List with a clear target completion date. This approach ensures timely resolution, fosters client confidence, and promotes transparent communication by tracking progress and accountability.

4



Work Samples

Quality Control Program

At Mariposa Landscapes, Inc., quality control is not just a process, it's a philosophy. Rooted in the principle of "Plan your work and work your plan," our Quality Control Program is designed to ensure every project exceeds client expectations. We proactively manage quality and systematically address issues, we free up our clients' representatives - such as Public Works Inspectors or Property Managers - so they can focus on higher priorities. This approach fosters a positive working relationship and ensures consistent, high-quality results.

Core Objectives

- **Consistency:** Deliver uniform, high-quality results across all projects and service areas.
- **Proactive Problem-Solving:** Address potential issues early to prevent disruptions.
- **Client Satisfaction:** Build trust by meeting deadlines and maintaining transparency.
- **Continuous Improvement:** Refine processes based on feedback and data to enhance future performance.

Key Components of the Quality Control Program

Our Quality Control Program is built on a foundation of structured processes and proactive management, ensuring every aspect of our work meets the highest standards. The following components outline how we maintain excellence at every stage of the project.

Quality Control Aspect	How It Ensures Excellence
Work-in-Process Inspections	Account Managers conduct initial and ongoing inspections of work tasks to ensure compliance with quality standards. Non-conformances are logged and addressed immediately.
Systematic Problem Resolution	Issues are contained and corrected promptly, with solutions that include repair, replacement, or rework. Completed work is re-inspected to prevent recurrence.
Management Monitoring	Supervisors oversee operations to ensure adherence to quality plans, leveraging structured problem-solving methods and enhanced process controls.
Client Feedback Integration	Regular communication with clients ensures alignment on quality expectations and facilitates continuous improvement.

Implementation Process

Monthly Work Plans

Each month, the Account Manager submits a detailed Monthly Work Plan outlining scheduled maintenance tasks, such as trimming, pruning, and chemical applications. This plan is reviewed and approved during the monthly client meeting and correlates with the Annual Work Schedule. A Monthly Schedule Evaluation Form is completed to assess the current month's performance.

1

Irrigation Reports

The Irrigation Technician conducts scheduled inspections of irrigation systems, logging results in an Irrigation Inspection Report. This report includes all service requests, emergency work, and repairs. The Account Manager ensures these reports are accurate and delivered to the client representative on time.

2



Work Quality Evaluations

Communication is critical to aligning interpretations of quality. Before regular meetings, the Mariposa Supervisor and client representative independently grade the landscape's quality using a standard evaluation form. Any discrepancies are addressed during the meeting to ensure mutual understanding of expectations.

Action Item Lists

During inspections or meetings, any requests, concerns, or additional tasks are documented in an Action Item List with a clear target completion date. This approach ensures timely resolution, fosters client confidence, and promotes transparent communication by tracking progress and accountability.

Advanced Tools and Technology

Our team leverages cutting-edge tools and technologies to enhance the efficiency and effectiveness of our Quality Control Program.

- **Digital Inspection Checklists** streamline the reporting process, allowing for real-time tracking and immediate feedback on service performance. These checklists ensure that quality standards are consistently upheld and any issues are promptly addressed.
- **GIS Mapping Systems** provide precise asset inventories, enabling accurate management of trees, irrigation systems, and other landscape elements. By visualizing and analyzing these assets, Mariposa ensures optimized resource allocation and improved service outcomes.

Our quality control philosophy focuses on preemptive action and systematic improvement, ensuring issues are addressed efficiently and resolved through structured processes. This approach is exemplified in our **Sample Inspection Form** and **Inspection Action Items Form**, which document inspections, corrective actions, and follow-up measures to maintain the highest standards.

Mariposa Landscapes, Inc.		
SITE INSPECTION EVALUATION FORM		
Inspection Date: _____	Job: _____	
Mariposa Account Manager: _____	Job Number: _____	
Client Representative: _____		
Please give a rating of 1-10 on the following items (1 = unacceptable and 10 = perfect)		
	ML	CR
1. TURF		
A. Color of turf acceptable		
B. Turf texture, no thin/bare areas		
C. Free of trash/debris		
D. Irrigation leaks visible		
E. Over or under watering		
F. Dry spots		
2. GROUND COVER/SHRUB AREAS		
A. Free of trash/debris		
B. Free of weeds		
C. Mulch evenly distributed		
D. Irrigation leaks visible		
E. Groundcover trimming		
3. TREES/SHRUBS		
A. Healthy/age		
B. Trimmed per scheduled cycle		
C. Pruned correctly for species		
D. Walkway shrub clearance		
E. Walkway tree clearance		
F. Disease & insects controlled		
G. Irrigation leaks visible		
H. Over or under watering		
I. Trees staked properly		
4. ANNUAL COLOR/POTS		
A. Annual flowers healthy		
B. Bed/Pots free of trash/debris		
C. No missing annual color plants		
D. Disease & insects controlled		
E. Irrigation leaks visible		
F. Over or under watering		
5. O.G. PATHS & OPEN AREAS		
A. Free of trash/debris		
B. Weeds managed/controlled		
C. Erosion areas repaired		
6. HARDSCAPE AREAS		
A. Free of trash/debris		
B. Free of weeds in cracks		
C. Standing water		
D. Safety issues reported		
7. IRRIGATION		
A. Controllers working		
B. Controllers programmed properly		
C. Schedules submitted/updated		
D. Valves working properly		
E. Valves leaking		
F. Backflow(s) on		
G. Backflow(s) leaking		
H. Meter readings (if in scope) up-to-date		
I. Water usage analysis up-to-date		
8. L.V. LIGHTING (if applicable)		
A. System has power		
B. Timer/photocell working		
C. Bulbs working		
D. Fixtures clean		
E. Fixtures broken		
F. Fixtures aimed properly		
9. WATER FEATURES (if applicable)		
A. Power/working properly		
B. Leaks		
C. Cleaned of debris at inlets		
10. OTHER (if applicable)		
A. Dog mess cleaned up		
B. Dog stations replenished		
C. Trash cans dumped & new liners		
D. Play equipment clean		
E. Ramadas/picnic tables/BBQs clean		
F. Response time on call-outs		
G. General safety issues reported		
Only enter ratings for items that are applicable to this project (blank = Not Applicable at this time)		
OVERALL RATING: Per the above individual ratings, please provide an overall rating from 1 to 10		
	ML	CR
Mariposa Account Manager Signature/Date (ML)	Client Representative Signature/Date (CR)	

Mariposa Landscapes, Inc.		
ACCOUNT MANAGER INSPECTION ACTION ITEMS		
Today's Date: _____	Job: _____	
	Job Number: _____	
ACTION ITEMS		Resolution Date
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____
Mariposa Account Manager Signature/Date		Client Representative Signature/Date



Extra Work Pricing

When a customer desires additional work or an emergency arises where work above and beyond the contract scope becomes necessary, there must be some mechanism to quickly communicate and agree upon the cost. Many times, situations arise where it is difficult to come up with a cost ahead of time. We solve that issue with the following:


4-Step Pricing Process

1. The scope of work is identified, and a "Not-to-Exceed" proposal is prepared.
2. The customer reviews and approves the proposal.
3. Work proceeds, with labor tracked and receipts documented.
4. Billing will **never** exceed the original proposal and will be either equal to or less than the proposed amount.

Our process is designed to ensure clarity and professionalism, founded on the principles of **Simplicity, Transparency, Honesty, and No Surprises.**

If an issue arises that alters the scope of the original estimate, we will revise the proposal accordingly and resubmit it for client approval. The updated proposal will include clear explanations and supporting documentation, such as photos. Work will not proceed until the client has reviewed and approved the revised scope and associated costs, ensuring full agreement before moving forward.

The sample proposal to the right pertains to an irrigation-related project, where multiple valves require replacement due to damage sustained in an auto accident.

 **Proposal**
Not to Exceed Pricing Estimate

The following work is bid at the California Department of Industrial Relations craft designations for: **Maintenance**

PROJECT INFORMATION

Client/Project: Sample Client Project Name 935 #: 1234567
Job Name: Sample Job Name - Irrigation Repair 936 #: 7891011
Job Address: 123 First Street, Anywhere, CA 90001
Job Description: This is a description of the work provided. The description will have enough information to show where exactly the work is to be done, what is to be done and when it will be completed.

The information below is an estimate which must be approved by the customer prior to starting work. It is a
Not to Exceed pricing proposal. Therefore, final billing will be less than or equal to this proposed pricing.

LABOR

Classification	DIR Date	Hourly Rate	regior	Hours	TOTAL
Landscape/Irrigation Laborer	2/22/2021	\$86.91	Reg		\$0.00
Landscape/Irrigation Tender	2/22/2021	\$90.84	Reg		\$0.00
Landscape Operating Engineer	2/22/2021	\$105.17	Reg		\$0.00
Senior Tree Trimmer	2/22/2021	\$58.84	Reg		\$0.00
Tree Trimmer	2/22/2021	\$54.44	Reg		\$0.00
Tree Grounds person	2/22/2021	\$50.34	Reg		\$0.00
Landscape Maintenance Laborer	2/22/2021	\$25.50	Reg		\$0.00
Landscape Maintenance Crew Leader		\$31.50	Reg		\$0.00
Landscape Maintenance Irrigation Technician		\$75.00	Reg	4.0	\$300.00
Landscape Maintenance Spray Technician		\$67.50	Reg		\$0.00
				Labor Total	\$300.00

EQUIPMENT

Description of equipment used	Hourly Cost	Hours	TOTAL	
			\$0.00	
			\$0.00	
			\$0.00	
			Equipment Total	\$0.00

MATERIAL/SUBS/OTHER (prices include sales taxes)

Description of Material, Sub or Other (permit, dump, etc.)	Quantity	Unit	Unit Cost	TOTAL	
Irrigation parts - valves	2.00	EA	\$98.00	\$196.00	
Irrigation parts - valve boxes	2.00	EA	\$17.00	\$34.00	
Irrigation parts - misc. parts	1.00	LS	\$25.00	\$25.00	
				Material/Subs/Other Total	\$255.00

TOTALS

		Material/Subs/Other Total	\$255.00
		Labor Total	\$300.00
		Equipment Total	\$0.00
		Material/Subs/Other Total	\$255.00
		15% Markup on Material/Subs/Other Total	\$38.25
		Total Not-To-Exceed Proposal Cost	\$593.25

Note: Upon billing, copies of all purchases of materials, equipment rentals, subcontractor invoices, load tickets, will be submitted with the billing invoice.

Submitted, _____ Accepted, _____

Name of Proposer _____ Date _____ Name of Customer Approving _____ Date _____
Title of Proposer _____ Title of Customer Approving _____



Required Forms

- A. Attachment A - Exhibit A Scope of Work, WQB
- B. Attachment B - Exhibits B-D, WQB
- C. Attachment C - Required Response Template
- D. Attachment D - Special Provisions
- E. Attachment E - Exhibit E, Schedule 1, General Information, WQB
- F. Attachment F - Exhibit E, Schedule 2, Checklist, WQB
- G. Attachment G - Exhibit E, Schedule 2, Frequency of Services Table, WQB
- H. Attachment H - Exhibit E, Schedule 2, Work Schedules, WQB
- I. Attachment I - Exhibit E, Schedule 3, Forms, WQB
- J. Attachment J - Exhibit H Customer Care Standards
- K. Attachment K - Exhibit I Bid Guarantee
- L. Attachment L - Sample Certificate of Insurance and Requirements
- M. Attachment M - Sample Agreement, Draft

DRAFT



DRAFT



Attachment A: Required Response Template

Mariposa Landscapes, Inc.

(Bidder's Company Name)

Instructions:

Prospective proposers must provide the information requested below and include it in their proposal. City has provided the form as a separate Word document for bidder's use. Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

I. Company Information: Name, Contacts, History, Scope of Services

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.
Mariposa Landscapes, Inc. - 6232 Santos Diaz St., Irwindale, CA 91702 Ph (626) 960-0196
Fax: (626) 960-8477 Email: estimating@mariposa-ca.com www.mariposa-ca.com
- B. Prior company names (if any) and years in business; mergers, buyouts, etc.
Not Applicable
- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).
Corporation
- D. Names and titles of the principal owner(s).
Terry Noriega, President
- E. Person(s) authorized to make commitments for your company.
Terry Noriega, President and Antonio Valenzuela, Secretary
- F. Company history, experience, years in business for current company name.
Please refer to RFP
- G. Annual company revenues for the last three fiscal years.
2024: \$77.81M 2023: \$67.34M 2022: \$58.53M
- H. Tax ID number.
95-4245898
- I. The complete scope of services offered by your company.
Landscape maintenance, Landscape construction and Tree maintenance
- J. The number of clients (including governmental) served in past and present.
195 to 215
- K. Special qualifications, training, credentials, recognition, or awards.
Please see attached RFP (Professional Team Assignment)
- L. Contracts terminated for cause, pending litigation or legal issues.
None

II. Resources: Staffing, Facilities, Equipment

Provide the following information relative to required services:

- A. Names and titles of key management personnel.
| Please see attached RFP (Professional Team Assignment)
- B. Team to be assigned for these services.
| Please see attached RFP (Professional Team Assignment)
- C. Qualifications of specific individuals who will work on the project.
| Please see attached RFP (Professional Team Assignment)
- D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.
| Please see attached RFP (Professional Team Assignment)
- E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.
| Please see attached RFP (Professional Team Assignment)
- F. Current number of employees: full-time and part-time employees.
| Full-time 669, part-time 10
- G. Annual turnover rate of staff.
| 50% |
- H. Names of any subcontractor's you propose to use for our contract. Provide only names here; fill in the details on City-provided Subcontractors List.
| No subcontractor
- I. Facilities that would be utilized to perform the required work.
| Fontana yard located at 11093 Almond Ave., Fontana, CA 92337
- J. Equipment that would be utilized to perform the required work.
| Please see attached RFP (Project specific Equipment)

III. Required Services: Meeting or Bettering these Requirements

Provide the following information relative to required services:

- A. Ability to perform specific tasks as outlined in the RFP.
| Please see attached RFP (Workplan and Approach)
- B. Reasonableness of your fee to do the work.
| Please see attached RFP (Proposal Cost)
- C. Current resources to meet or better all task and timeline requirements herein.
| Please see attached RFP (Workplan and Approach)
- D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.
| Please see attached RFP (Response Template)

- E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?
Please see attached RFP (Response Template)
- F. How quickly can you begin providing services if awarded the contract?
Please see attached RFP (Response Template)
- G. Details of any improvement or upgrades your firm has designed or implemented.
Please see attached RFP (Response Template)

IV. Demonstrated and Technical Experience

Please describe your company's:

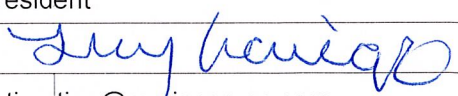
- A. Demonstrated record of success on work previously performed.
Please refer to our references. Mariposa has been in business for over 45 years without any acquisitions, mergers, or major litigation. Our bonding capacity of \$100 million serves as proof of our trustworthiness and responsibility as a landscape company.
- B. Specific method and techniques to be employed on the project or problem.
Please see attached RFP (Workplan and Approach)

V. Work Plan:

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

- A. How will you schedule professional and staff to ensure milestones and deadlines are met?
Please see attached RFP (Workplan and Approach)
- B. Provide required response time to the urgent service requests.
Please see attached RFP (Workplan and Approach)
- C. How you will make up for workhours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.
Please see attached RFP (Workplan and Approach)
- D. Provide any other relevant information that you believe would benefit City for the requested services.
Please see attached RFP (Workplan and Approach)

Submitted by:

Company Name	Mariposa Landscapes, Inc.
Contact Name	Terry Noriega
Title	President
Signature	
Email	estimating@mariposa-ca.com
Phone	(626) 960-0196
Date	4/23/2025

Attachment B: Special Provisions

All items below apply to this bid proposal:

Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

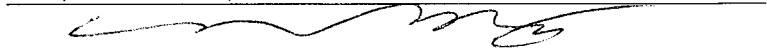
1. Comprehensive General Liability Insurance: (include products liability) \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.
5. All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
6. Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Affirmative Action: In support of Affirmative Action, City requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto. In addition, successful bidders must certify prior to award of contracts in excess of \$50,000 that they have a written affirmative action plan in compliance with the above laws and regulations, and such plan may be reviewed by City. Said Certification may be made by signing below:

Certified to above - FIRM:

Mariposa Landscapes, Inc.

SIGNATURE:



PRINT NAME:

Brandon Huang

TITLE:

Human Resource Manager

Exceptions: If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

- ☒ No exceptions taken
- ☐ Exception taken to the scope of work or specifications
- ☐ Exception taken to indemnification and insurance requirements
- ☐ Exception to proposed contract language
- ☐ Other

Please explain any of the checked items:

Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: Mariposa Landscapes, Inc. DATE: 4/23/2025

BUSINESS ADDRESS: 6232 Santos Diaz St., Irwindale, CA 91702

SIGNATURE OF REPRESENTATIVE: 

BY: Terry Noriega TITLE: President

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

Terry Noriega President

Antonio Valenzuela Secretary

Mariposa Landscapes, Inc. 6232 Santos Diaz St., Irwindale, CA 91702

VENDOR INFORMATION

A. Company Name: Mariposa Landscapes, Inc.

TYPE

- ☐ Sole proprietor
☐ Partnership
☒ Corporation

B. Company Physical Address

(Street) 6232 Santos Diaz Street

(City, State, Zip) Irwindale, CA 91702

C. Company Mailing Address

(Street) 6232 Santos Diaz Street

(City, State, Zip) Irwindale, CA 91702

D. Business Phone Number (626) 960-0916

E. Satellite Office Address (if applicable):

N/A

F. Satellite Office Phone Number N/A

G. Contractor's Licensing Information:

592268, Class A, C27, C61/D49, C31,

1. License number/Classification/Name Style: C49

2. Number of Years Operating Under the Above License Name Style: 47

3. License Expiration Date: 04/30/2026

4. Current License Status: Active

5. Prior actions against this License? ☐ Yes ☒ No

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

N/A

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

I. Name and Title(s) of Company Officers:

Tery Noriega, President

Antonio Valenzuela, Secretary

Theresa Lu, Cheif Financial Officer

J. Department of Industrial Relations Registration No.: 1000005079

K. Number of years the company has performed landscape maintenance services: 48

L. Number of years the company has performed landscape maintenance services for public agencies: 48

M. Current Landscape Maintenance Operations

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

Total number of landscape maintenance contracts: 240

Percentage of total contracts with public agencies: 89%

Total dollar value of landscape maintenance contracts: \$4.04Million

N. Number of employees committed to landscape maintenance operations

Supervisors Average wage scale \$85.00 per hour

Technicians Average wage scale \$65.00 /Hr.*

Foremen Average wage scale \$55.00 /Hr.*

Laborers Average wage scale \$45.00 /Hr.*

*Use the fully burdened rate (i.e., taxes, insurance, benefits, OH &P).

This is a prevailing wage project.

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

Motor vehicles

Type Dump Truck and Roll Offs Number 13,2

Type Full Sized Trucks Number 123

Type Med. Duty Trucks Number 2

Type Small Pick Up Trucks Number 80

Type Sweeper Number 1

Power Equipment

Type Mowers: Ride-On, Walk Behind Number 91,56

Type Backpack Blowers Number 135

Type Hedge Trimmers Number 175

Type String Trimmers Number 118

Type Edgers Number 65

REFERENCES

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

The following questions will be asked of each reference agency:

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

Reference #1	
Public Agency Name	City of Rancho Cucamonga
Agency Address	9153 9th St., Rancho Cucamonga, CA 91730
Agency Contact Responsible for administering contract	Steve Relph
Contact telephone	(909) 774-2730 x4116
Agreement Name(s)	Landscape Maintenance Contract
Annual Agreement Amount(s)	\$1,602,650.00
Number of acres maintained per contract	70 Acres
Location(s) of areas maintained.	Various
Length of Contract(s)/expiration date	1989 - Current

Reference #2	
Public Agency Name	City of Chino
Agency Address	14000 City Center Drive, Chino Hills, CA 91709
Agency Contact Responsible for administering contract	Luther Martin
Contact telephone	(909) 364-2849
Agreement Name(s)	Landscape Maintenance Services for North Service Area
Annual Agreement Amount(s)	\$1,889,364.00
Number of acres maintained per contract	Not Available
Location(s) of areas maintained.	Various
Length of Contract(s)/expiration date	2022 - Current

Reference #3	
Public Agency Name	City of Corona
Agency Address	400 South Vicentia Ave., Corona, CA 92882
Agency Contact Responsible for administering contract	Tracy Martin
Contact telephone	(951) 817-5880
Agreement Name(s)	Cajalco and I-15 Interchange Landscape Maintenance Services Rebid, NIB 23-051AS
Annual Agreement Amount(s)	\$368,955.00
Number of acres maintained per contract	Not Available
Location(s) of areas maintained.	Various
Length of Contract(s)/expiration date	2023 - Current

Reference #4	
Public Agency Name	City of Fontana
Agency Address	16489 Orange Way, Fontana, CA 92335
Agency Contact Responsible for administering contract	Brian Clements
Contact telephone	(909) 350-6771
Agreement Name(s)	Landscape Maintenance Services Areas 2 and 3
Annual Agreement Amount(s)	\$3,498,213.00
Number of acres maintained per contract	Over 370 Acres
Location(s) of areas maintained.	Areas 2 and 3 consisting of various locations
Length of Contract(s)/expiration date	2019 - Current

Reference #5	
Public Agency Name	City of Moreno Valley
Agency Address	14177 Frederick St, Moreno Valley, CA 92553
Agency Contact Responsible for administering contract	Dan Monto
Contact telephone	(951) 413-3485
Agreement Name(s)	Landscaping Services and Landscape Dist. - North Maint. of Parkway, Median, and/or Open Space Land. and Irrigation
Annual Agreement Amount(s)	\$409,684.00
Number of acres maintained per contract	Various
Location(s) of areas maintained.	Various
Length of Contract(s)/expiration date	2012 - Current

PROPOSED FACILITIES, EQUIPMENT AND PERSONNEL

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

A. Facilities

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

Fontana Office / Yard
110093 Almond Ave.
Fontana, CA 92337

B. Equipment

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

General Equipment:

String Trimmers
Hedge Trimmers
Backpack Blowers
Trailers
Various hand Tools

Motor Vehicles:
Full size Pick Up Trucks Irrigation Truck Applicator Truck

Turf Maintenance Power Equipment/Tools:
Mower's (If Needed) Edger's (If Needed)

Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:
Chain Saws Hedge Trimmers Long Hedge Trimmers pole Saws Hand Pruners, Loppers and Rakes

Irrigation System Maintenance Equipment:

Shovels (Various) Pipe Cutter Pipe Wrenches (Various), Screw Drivers (Various), Pliers Volt Meter Wire Tracer, Hand Held remotes (If Needed)
--

Fertilizer Application Equipment:
--

Walk behind broadcast spreader Hand held broadcast spreader
--

Pesticide Application Equipment:

Spray Tank's Backpack Sprayer

C. Personnel

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

General Landscape Maintenance

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

Luis Valenzuela, Maintenance Division Manager - CLT, QAC, Arborist (S)
Roberto Perez, Maintenance Area Manger (S)
TBD, Maintenance Account manager - CLT, QAL
TBD, Foreman

*Please refer to RFP for Staff Resumes and Certifications

Tree Trimming/Maintenance

List any ISA or equivalent certified personnel.

Tasks to be performed by assigned crew

*Please refer to RFP for Staff Resumes and Certifications

Irrigation System Maintenance

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

Irrigation Technician to be assigned upon award of contract

*Please refer to RFP for Staff Resumes and Certifications

Pesticide Application

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

Pesticide Applicator to be assigned upon award of contract.

*Please refer to RFP for Staff Resumes and Certifications

COMMUNICATIONS AND TRAFFIC SAFETY

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

A. Communications

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

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

*Please refer to RFP

B. Traffic Safety

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

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

*Please refer to RFP

GREENWASTE RECYCLING

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

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

*Please refer to RFP

DRAFT

LIST OF SUBCONTRACTORS

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

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

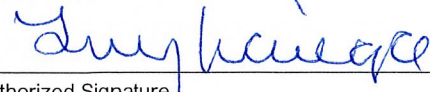
[illegible]

EXHIBIT E – CONTRACTOR PROPOSAL SUBMITTAL CHECKLIST

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

Mariposa Landscapes, Inc.

Company Name (Please print)


Authorized Signature

Terry Noriega

Name of RFP Preparer

(626) 960-0196

Preparer's Phone Number

estimating@mariposa-ca.com

Preparer's Email Address

SCHEDULE I – GENERAL INFORMATION – Fillable forms. Include completed forms with electronic submission.

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

SCHEDULE II – PROPOSAL SCHEDULES

- ☒ Frequency of Services Table – Print, sign, and include with electronic submission
- ☒ Pricing Spreadsheet – Complete within the City's procurement system - Open Gov.
- ☒ Work Schedules (Monthly, Annual, and Material) – Fillable form. Include completed form(s) with electronic submission

SCHEDULE III – FORMS – Print, complete, and include with electronic submission

- ☒ Proposal Affirmation
- ☒ Non-Collusion Affidavit
- ☒ Certificate of Non-Discrimination
- ☒ Affirmation of Proposal Guarantee
- ☒ Bidder's Bond – Scan and include with electronic submission, if applicable

Frequency of Services Table – Base Work

Scope of Work - Agreement Specification	Title ¹	Summary of Work	Frequency						
			Level 1 Service (4 week)	Level 2 Service (8 week)	Level 3 Service (12 week)	Level 4 Service (16 week)	Level 5 Service (20 week)	Level 6 Service (24 week)	Level 7 Service (Other)
Exhibit A, Section 2	Turf Care	Mow/edge/trim	Weekly	Every other week	Every other week	Annually (Spring)	Annually (Spring)	Every other week	Every other week
Exhibit A, Section 4	Shrub Care	Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)	Annually (Spring)	Annually (Spring)	As directed by City	As directed by City
Exhibit A, Section 5	Ground Cover	Prune/trim	Monthly	6 times per year	4 times per year	Every 16 Weeks or as directed by City staff to remove ROW encroachments	Every 20 Weeks or as directed by City staff to remove ROW encroachments	Every 24 Weeks or as directed by City staff to remove ROW encroachments	Every 28 Weeks or as directed by City staff to remove ROW encroachments
Exhibit A, Section 9	Weed Control	Prune/trim	Monthly	6 times per year	4 times per year	Every 16 Weeks or as directed by City staff to remove ROW encroachments	Every 20 Weeks or as directed by City staff to remove ROW encroachments	Every 24 Weeks or as directed by City staff to remove ROW encroachments	Every 28 Weeks or as directed by City staff to remove ROW encroachments
Exhibit A, Section 10	Irrigation	Weed Control	Monthly	6 times per year	4 times per year	Every 16 Weeks or as directed by City staff to remove ROW encroachments	Every 20 Weeks or as directed by City staff to remove ROW encroachments	Every 24 Weeks or as directed by City staff to remove ROW encroachments	Every 28 Weeks or as directed by City staff to remove ROW encroachments
Exhibit A, Section 11	Debris/Litter	Irrigation Maint./Repair	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
Exhibit A, Section 8	Water Quality Basins	Trash/Debris Removal	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
Exhibit A, Section 6	Channel Thinning	WQB Bottom Vegetation	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
Exhibit A, Section 12	Turf Fertilization ²	Forebays and Outlet Structures	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
Exhibit A, Section 12	Shrub/ Ground Cover Fertilization	Sand Bed Maintenance	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
Exhibit A, Section 9	Pre-emergent ²	Irrigation	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
Exhibit A, Section 7	Paseo Maintenance (6 maintenance areas)	Vegetative thinning	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
Exhibit A, Section 34	Reporting Forms	Trash/Debris Removal	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
Exhibit A, Section 34	Reporting Forms	Turf Fertilization	3 times per year (Feb., Jun. & Oct.)	3 times per year (Feb., Jun. & Oct.)	3 times per year (Feb., Jun. & Oct.)	2 times per year (Feb. & Oct.)	N/A	N/A	N/A
Exhibit A, Section 34	Reporting Forms	Shrub/ Ground Cover Fertilization	2 times per year (Apr. & Sep.)	1 time per year (Apr.)	1 time per year (Apr.)	1 time per year (Apr.)	N/A	N/A	N/A
Exhibit A, Section 34	Reporting Forms	Pre-emergent ²	2 times per year (Spring & Fall)	2 times per year (Spring & Fall)	2 times per year (Spring & Fall)	1 time per year (Spring)	1 times per year (Spring)	1 times per year (Spring)	1 times per year (Spring)

Scope of Work - Agreement Specification	Title ¹	Summary of Work	Frequency						
			Level 1 Service (4 week)	Level 2 Service (8 week)	Level 3 Service (12 week)	Level 4 Service (16 week)	Level 5 Service (20 week)	Level 6 Service (24 week)	Level 7 Service (Other)
Exhibit A, Section 7	Paseo Maintenance (6 maintenance areas)	Annual Weed Abatement	1 time per year	1 time per year	1 time per year	1 time per year	N/A	N/A	N/A
Exhibit A, Section 7	Paseo Maintenance (6 maintenance areas)	24" clearance/structures	1 maintenance area per month	Every other Month	Quarterly	Annually	N/A	N/A	N/A
Exhibit A, Section 7	Paseo Maintenance (6 maintenance areas)	Irrigation	Weekly	Monthly	Monthly	Monthly	N/A	N/A	N/A
Exhibit A, Section 7	Paseo Maintenance (6 maintenance areas)	Shrub trimming/clearing from trails/fence	1 maintenance area per month	Every other Month	Quarterly	Annually	N/A	N/A	N/A
Exhibit A, Section 7	Paseo Maintenance (6 maintenance areas)	Trash/Debris Removal	1 maintenance area per month	Every other Month	Quarterly	Annually	N/A	N/A	N/A

Scope of Work - Agreement Specification	Title ¹	Summary of Work	Frequency						
			Level 1 Service (4 week)	Level 2 Service (8 week)	Level 3 Service (12 week)	Level 4 Service (16 week)	Level 5 Service (20 week)	Level 6 Service (24 week)	Level 7 Service (Other)
Exhibit A, Section 34	Reporting Forms	Irrigation Report	Weekly	Weekly	Weekly	Weekly	Monthly	Monthly	Monthly
Exhibit A, Section 34	Reporting Forms	Greenwaste Recycling Report	Weekly	Weekly	Weekly	Weekly	Monthly	Monthly	Monthly
Exhibit A, Section 34	Reporting Forms	Landscape Services Report	Weekly	Weekly	Weekly	Weekly	Monthly	Monthly	Monthly

Footnotes

- ¹ If applicable.
² Specification of month to be approved by Director in advance of application.

SIGNATURE Terry Noriega, President

Terry Noriega

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

PROPOSED PROJECT WORK SCHEDULES

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

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

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

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

MONTHLY SCHEDULE SHEET

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

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

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

ANNUAL SCHEDULE SHEET

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

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

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

SCHEDULE SHEETS TO FOLLOW

Monthly Schedule Sheets

Proposed Project Work Schedules

Maintenance of Landscaping and Irrigation

Water Quality Basins (WQB) – Level 1 Service (4 week)

Monday	Tuesday	Wednesday	Thursday	Friday
Week 1				
Irrigation Litter Removal Pruning (in cycle) Weed Control				Irrigation Report
Week 2				
Irrigation Debris removal Pruning (in cycle)				Irrigation Report
Week 3				
Irrigation Debris removal Pruning (in cycle)				Irrigation Report
Week 4				
Irrigation Debris removal Pruning (in cycle)				Irrigation Report General Report Greenwaste Report

Annual Schedule Sheet

Proposed Project Work Schedules

Maintenance of Landscaping and Irrigation

Water Quality Basins (WQB) – Level 1 Service (4 week)

JANUARY	FEBRUARY	MARCH
		Forebays and Outlets sand bed maintenance
APRIL	MAY	JUNE
Shrubs / Groundcover Fert. Pre-Emergence	Vegetation Maintenance	
JULY	AUGUST	SEPTEMBER
	Forebays and Outlets sand bed maintenance	Shrubs / Groundcover Fert.
OCTOBER	NOVEMBER	DECEMBER
Pre-Emergence		

PROPOSED ANNUAL MATERIAL SCHEDULE

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

A. Fertilizers

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

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

Type	Estimated Annual Amount	Estimated Annual Cost
22-5-10 Best	As needed basis	\$325.00

B. Pesticides

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

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

Type	Estimated Annual Amount	Estimated Annual Cost
Pre-Emergence and Post-Emergence	As needed basis Estimated about 10-20 Gallon (to be discussed with landsacpe supervisor / director)	\$1,166.00

PROPOSAL AFFIRMATION

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

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

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

SIGNATURE

Terry Noriega

PRINTED NAME Terry Noriega

TITLE President

COMPANY NAME Mariposa Landscapes, Inc.

DATE 4/23/2025

NON-COLLUSION AFFIDAVIT

Note: To be executed by Proposer and submitted with proposal.

State of California
(the State of the place of business)

County of Los Angeles
(the County of the place of business)

Terry Noriega, being first duly sworn,
(name of the person signing this form) deposes and
says that he/she is President of
(title of the person signing this form)

Mariposa Landscapes, Inc., the party making the foregoing
(name of bidding company) bid

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business.

By:

Terry Noriega
(signature)

Printed
Name:

Terry Noriega
(name of the person signing this form)

Title:

President
(title of the person signing this form)

Notary is required for this bid.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

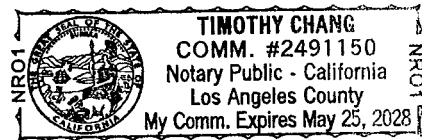
On 4/25/2025 before me, Timothy Chang, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



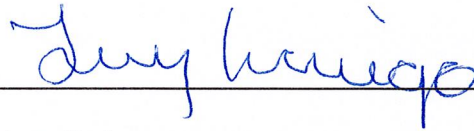
CERTIFICATION OF NON-DISCRIMINATION

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

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

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

SIGNATURE _____



PRINTED NAME Terry Noriega

TITLE President

COMPANY NAME Mariposa Landscapes, Inc.

DATE 4/23/2025

DRAFT

Affirmation of Proposal Guarantee

The undersigned also affirms that:

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

Dated

4/23/2025

Contractor Signature

By

Terry Noriega, President

Contractor Address

6232 Santos Diaz St., Irwindale, CA 91702

Contractor Telephone Number

(626) 960-0196

Names and Addresses of Members of the Contractor:
(If a Corporation)

Terry Noriega, President, Antonio Valenzuela, Secretary
Theresa Lu, Chief Financial Officer 6232 Santos Diaz St., Irwindale, CA 91702

Signature of Contractor

By

Title

Terry Noriega

President

Business Address

6232 Santos Diaz St., Irwindale, CA 91702

Incorporated Under Laws of the State of
State License Number and Classification

California

592268 Class A, C27, C31, C61/D49,C49

President

Terry Noriega

Secretary

Antonio Valenzuela

Treasurer

Theresa Lu, Chief Financial Officer

(Corporate Seal)

BOND No. BBSU

BIDDER'S BOND

KNOW ALL MEN OR WOMEN BY THESE PRESENTS:

That Mariposa Landscapes, Inc., as Principal, hereinafter referred to as "Contractor," and Hartford Fire Insurance Company, a duly authorized admitted surety insurer as Surety, are held and firmly bound unto the City of Moreno Valley and the City of Moreno Valley Community Services District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Contractor above named, submitted by said Contractor to the City of Moreno Valley and the City of Moreno Valley Community Services District, for the Work for said Project entitled above, for the payment of which sum in lawful money of the United States, well and truly to be made, to the City of Moreno Valley and the City of Moreno Valley Community Services District, to which said Bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally liable (CCP 995.320 (a)(1), PCC 20171), firmly by these presents. In no case shall the liability of the Surety hereunder exceed the amount of:
TEN PERCENT THE AMOUNT BID IN DOLLARS (10%).

THE CONDITION OF THIS OBLIGATION IS SUCH:

That whereas the Contractor has submitted the above-mentioned Bid to the City of Moreno Valley and the City of Moreno Valley Community Services District, as aforesaid for the Work for said Project entitled above.

NOW, THEREFORE, if the aforesaid Contractor is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to him or her for signature, enters into a written Agreement in the prescribed form and in accordance with the Contract Documents, and files two bonds with the City of Moreno Valley and the City of Moreno Valley Community Services District, one to guarantee Faithful Performance and the other to guarantee payment for labor and materials, in accordance with said Contract Documents, and as required by law, and files the required insurance certificate(s) in accordance with said Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect until execution of the Agreement or forfeiture pursuant to the Provisions of Sections 20172 and 20174 of the Public Contract Code. The Surety hereby waives notice of an agreement between the City and the City of Moreno Valley Community Services District and Contractor to extend the time in which the City may accept the Bid.

In the event suit is brought upon this bond by the City and/or the Moreno Valley Community Services District, and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, we have hereunto set our hands on this 25th day of

April, 2025.

BIDDER (Principal)

Name: Mariposa Landscapes, Inc.

Address: _____
6232 Santos Diaz Street, Irwindale, CA 91702

Telephone No.: 626-960-0196

Print Name: Antonio Valenzuela

Title: Secretary

Signature: Antonio Valenzuela

Date: 4/28/2025

CORPORATE SURETY

Company Name: Hartford Fire Insurance Company

Address: _____
One Pointe Drive 6th Floor, Brea, CA 92821

Telephone No.: 214-676-5805

Print Name: MARY SMITH, Attorney in Fact

Signature: Mary Smith
(Attorney-In-Fact)

Date: 04/25/25

SIGNING INSTRUCTIONS

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact for the Surety.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.
- The Surety's corporate seal may be affixed hereto (optional).

If any of the above mandatory items are omitted, the Bid will be considered non-responsive and will be rejected.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

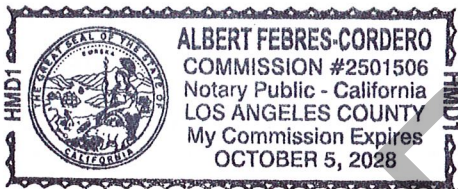
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On April 25, 2025 before me, Albert Febres-Cordero, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared MARY SMITH
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BOLTON INSURANCE SERVICES LLC
Agency Code: 72-183250

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| <input type="checkbox"/> | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Steven L. Brockmeyer, Barbara Doerning, Emily Preciado, Mary Smith, Ronald C. Wanglin of PASADENA, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 25, 2025.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On 4/28/2025 before me, Timothy Chang, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)

