

CONTRACTOR SERVICES AGREEMENT

LANDSCAPE SERVICES AGREEMENT FOR THE MAINTENANCE OF LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 11 – PARADISE VALLEY NORTH

THIS AGREEMENT is made at Fairfield, California, as of _____, by and between the City of Fairfield, a municipal corporation (the "CITY") and New Image Landscape Company ("CONTRACTOR"), who agree as follows:

1) **SERVICES**. Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to the CITY the services described in Exhibit "A." CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) **PAYMENT**. CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) **FACILITIES AND EQUIPMENT**. CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) **GENERAL PROVISIONS**. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) **INSURANCE REQUIREMENTS**. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) **PERFORMANCE BOND**. CONTRACTOR shall execute a performance bond, attached hereto as Exhibit "E."

7) **EXHIBITS**. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

8) **TERM**. This Agreement shall be in effect from January 1, 2022 through December 31, 2023. This Agreement may be extended for up to two (2) additional terms of up to twenty-four (24) months each term with the same terms and conditions including a negotiated compensation adjustment not to exceed the June San Francisco-Oakland-Hayward Consumer Price Index for Urban Wage Earners and Clerical Workers (not seasonally adjusted for all items) upon mutual written Agreement of both parties.

9) **GOVERNING LAW AND VENUE**. Should either Party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Contract shall be controlled by and construed under the laws of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Solano County Superior Court.

10) **ENTIRE AGREEMENT**. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated Agreement between CITY and CONTRACTOR. This Agreement supersedes all prior oral or written negotiations, representations or Agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both

parties which expressly refers to this Agreement.

11) COUNTERPARTS. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

12) NOTICES. This Agreement is managed and administered on the CITY's behalf by the individual named below. All invoices must be submitted and approved by this individual and all notices shall be given to the CITY using the following contact information:

CITY Contact: City Engineer

Address: 1000 Webster Street, 3rd Floor, Fairfield, CA 94533

Telephone: (707) 428-7485

Notices must be given to CONTRACTOR at the following:

CONTRACTOR Contact: Alfonso Medina

E-mail: amedina@newimagelandscape.com

Address: 3250 Darby Common, Fremont, CA 94539

Telephone: (510) 226-9191

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By: _____
Stefan T. Chatwin, City Manager

New Image Landscape Company

By:  _____
Alfonso Medina, Regional Manager

EXHIBIT "A"

LANDSCAPE MAINTENANCE TECHNICAL PROVISIONS

1. LOCATION OF SERVICES

Landscaping and Lighting Maintenance District No. 11 – Paradise Valley North located north of the Manuel Campos Parkway and east of Interstate 80. Refer to Section 5. Area Index Maps. CONTRACTOR should conduct an independent field survey for exact measurement.

2. DESCRIPTION OF IMPROVEMENTS TO BE MAINTAINED

CONTRACTOR shall be responsible for all irrigation systems beyond the water meter, plant material, trees, hardscapes, entry signs, high weed mowing of open space, and any other requirements of these specifications.

3. DESCRIPTION OF SERVICES

A. Lawn Care

CONTRACTOR shall maintain all lawn areas in a healthy and growing condition by performing the following operations and other work incidental hereto:

I. Mowing

- a. Lawns shall be mowed at least once per week or as necessary to maintain a neat, trim appearance.
- b. CONTRACTOR shall remove all litter, branches, and debris from lawn area prior to mowing.
- c. Turf height shall be maintained at 3-inches during the summer and 2 ½ inches during the winter.
- d. Mowing directions shall be periodically alternated.
- e. "Scalping" of turf will not be permitted.
- f. Tufts of grass in corners or other areas that cannot be reached by a mower shall be mowed with a monofilament line trimmer.
- g. CONTRACTOR may choose to use mulching blades on mowers; however, all excessive mowed clippings (as determined by CITY) shall be removed from the job site on the same day.
- h. Mowing schedules shall be coordinated with CITY.
- i. Any damage to the turf caused by a mower shall be repaired to the satisfaction of CITY at CONTRACTOR's expense.

II. Edging

- a. CONTRACTOR shall perform lawn edging in conjunction with each mowing.
- b. Lawn edging along paved areas, around valve boxes, v-ditches, and other utility structures shall be kept neat and manicured.
- c. Edges along fences and walls shall be sprayed with herbicide to maintain a 4-inch border free of vegetation.
- d. V-Ditches bordering turf areas shall be edged.

III. Blowing and Raking

- a. Lawn clippings, leaf litter, and other debris shall be blown from all hardscape surfaces and planter beds after each mowing, edging, and as needed.
- b. All debris shall be removed from the site on the same day CONTRACTOR performs blowing or raking.
- c. CONTRACTOR may employ vacuuming or sweeping instead of blowing.

IV. Tree Wells

- a. Tree wells in lawn areas shall be maintained free of turf, weeds, and all debris at all times.

B. Tree Care

CONTRACTOR shall be responsible for all tree maintenance.

I. Pruning

- a. CONTRACTOR shall ensure that only professionally qualified personnel perform pruning using approved methods and techniques and International Society of Arboriculture (ISA) pruning standards.
- b. All pruning cuts shall maintain the branch bark ridge and shall be cleanly cut with no tearing of the bark.
- c. Excessive pruning, stubbing back, and flush cuts shall not be permitted.
- d. Trees shall be thinned out and shaped when necessary to prevent spread or wind damage. Pruning shall maintain the tree's natural appearance.
- e. CONTRACTOR shall prune trees away from neighboring residential and commercial properties when directed by CITY.
- f. Lower branches overhanging walkways or paths shall be raised to a height of seven (7) feet, or to a height specified by CITY.
- g. Lower branches overhanging streets or driveways shall be raised to a height of twelve (12) feet or to a height specified by CITY.
- h. Dead and damaged branches, suckers, water sprouts, and other undesirable growth shall be removed.
- i. All hazards shall be removed immediately.

II. Staking and Guying

- a. CONTRACTOR shall maintain stakes and guys and replace, as needed, with approved materials.
- b. CONTRACTOR shall replace tree ties, as needed, to provide support without chafing bark.
- c. Additional stakes or ties shall be set, as needed, to prevent wind damage.
- d. CONTRACTOR shall remove stakes that are no longer needed for trees with sufficient trunk caliper at the direction of CITY.

III. Tree Removal

- a. CONTRACTOR shall remove any tree that, in the sole opinion of CITY's Certified Arborist, is unsafe, diseased, or damaged beyond recovery.

IV. Tree Replacement

- a. If, in the sole opinion of CITY's Certified Arborist, tree failure is attributed to CONTRACTOR's negligence, CONTRACTOR shall replace the failed tree with a similar tree of like size, up to 24" box specimen.

C. Shrub and Ground Cover Care

I. Shrub Pruning

- a. Shrubs shall be pruned at least three times (3X) per year during the months of April/May, July/August and October/November, subject to change due to weather. CONTRACTOR may be required to prune more frequently if shrub growth encroaches on walkways, streets, signs, or encumbers visibility.
- b. Shrubs shall be tapered back to form a natural appearance; vertical edges shall not be allowed.
- c. Shrubs and ground cover shall be pruned to prevent encroachment on walkways, paths, curbs, paved areas and fence lines. Shrubs and ground cover shall be maintained inside the edges of curbs or planter bed borders.
- d. Shrubs and ground cover shall be pruned to remove all dead or damaged growth.
- e. Where needed, ground cover shall be mowed twice per year in March and September to encourage healthy growth and allow for irrigation coverage.

II. Shrub Removal and Replacement

- a. At the direction of CITY, CONTRACTOR shall remove any dead or damaged shrubs and replace the same with shrubs of equivalent size and variety up to 5-gallon when such death or damage is caused by negligence of the contractor.

III. Ground Cover Pruning

- a. Ground cover shall be pruned and edged four times (4X) per year during the months of February, May, September and November, subject to change due to weather. CONTRACTOR may be required to prune more frequently if ground cover growth encroaches on walkways or streets.
- b. Vinca and Hypericum ground cover shall be mowed twice per year in March and September to encourage healthy growth and allow for irrigation coverage.
- c. Ground cover, such as ivy shall not be allowed to grow or spread onto trees, walls, fences, buildings and other amenities.

IV. Ground Cover Replacement

- a. At the direction of CITY, CONTRACTOR shall remove any dead or damaged ground replace the same with ground cover of equivalent size and variety up to 1 gallon when such death or damage is caused by negligence of the contractor.

D. Irrigation System

I. General

- a. CONTRACTOR shall provide labor, equipment, and materials for the repair or replacement of sprinkler heads and emitters.
- b. Before beginning these maintenance program operations under the provisions of this Agreement, CONTRACTOR shall inspect all installed irrigation systems at each site and shall report damages or malfunctions of any system to CITY.
- c. It is CITYs objective to actively pursue water conservation within the maintenance program and CITY shall closely monitor the administration and specifications of irrigation.
- d. CONTRACTOR shall adjust the irrigation system as necessary to prevent overspray onto paved areas and runoff down the gutters. Multiple repeat cycles shall be utilized as needed to provide best irrigation efficiency.
- e. All controller stations shall be legibly labeled inside each controller box. Labeling shall include

- a description of the areas covered by each station.
- f. Flushing of systems and cleaning or replacement of all filters within the irrigation system is routine maintenance and shall not be considered extra work. CONTRACTOR shall flush the end of drip lines monthly to remove all dirt buildup.
- g. CITY may, at its option, perform repairs in-house.

II. Irrigation Scheduling and Adjustments

- a. CITY shall program controllers.
- b. All sprinklers shall be adjusted properly to avoid spraying water on parked cars, roadways, walkways, buildings, signs, fences, and other property that may be damaged by water.

III. Water Requirements

- a. CONTRACTOR's forces shall be capable of performing repairs, installations, and modifications of existing irrigation systems to adequately irrigate all landscaped areas on a year-round basis.
- b. CONTRACTOR shall ensure that sprinkler heads are in good operational order, filters are cleaned regularly, and nozzles are replaced when worn or inadequate coverage occurs. Any minor changes such as vertical or horizontal riser extensions, sprinkler head exchanges, and filter replacements will be considered shall be included in the total value of this contract.

IV. Irrigation Repairs and Replacement

- a. CONTRACTOR shall employ only qualified personnel to check irrigation controllers and activate all stations on every controller one time (1X) per month. There are approximately thirty-two (32). Repairs and adjustments shall be made at that time.
- b. All irrigation system repairs, including vandalism shall be completed within 24 hours of CONTRACTOR receiving notification. If repairs cannot be accomplished within the designated time period, CONTRACTOR shall notify CITY immediately of the condition and provide an estimated time of when the repairs will be made. CONTRACTOR shall be responsible for watering the area effected by the irrigation system failure by other means (i.e. hose, etc.) until repairs are completed.
- c. CONTRACTOR shall replace all broken irrigation system components with items of the same brand and model, or as approved by CITY.
- d. CONTRACTOR shall repair and replace damaged or missing portions of the irrigation system if such damage or missing material is caused by any source other than major vandalism where the cost of replacement materials exceeds five hundred dollars (\$500) before mark-up.
- e. CONTRACTOR shall be responsible for up to five hundred dollars (\$500) of materials before mark-up and all labor costs for the repair or replacement of any irrigation system components damaged or missing as a result of vandalism.

V. Irrigation Pumps

- a. CONTRACTOR shall clean irrigation pump filters quarterly.
- b. CONTRACTOR shall provide prior notification before cleaning pump filters in order to receive credit for work. Failure to provide prior notification shall be considered missed work.
- c. Repairs to irrigation pumps shall be the CITY's responsibility except when damage is the result of Contractors performance or negligence, in which case the Contractor shall be fully responsible for the cost of repairs or replacement.

E. Pest Management

I. Laws and Regulations

- a. CONTRACTOR shall comply with all Federal, State, and local laws and regulations governing the use of chemicals for the control of weeds, diseases and pests, including obtaining all the required permits and licenses for the possession and use of pesticides.
- b. CONTRACTOR shall register with the Solano County Department of Agriculture and shall obtain a Solano County Operator Identification Number for each year of the contract. CONTRACTOR shall furnish CITY with annual proof of the Solano County registration documents with the Operator Identification Number.
- c. Written recommendations from a licensed Pest Control Advisor will be required for all pesticide applications. A copy of these recommendations shall be made available to CITY for approval prior to any work.
- d. CONTRACTOR shall permit pesticide applications to be done only by qualified and trained personnel under the supervision of a State licensed pest control operator or certified applicator using recognized and approved materials and methods.
- e. Employee pesticide training shall comply with the training regulations established by the California Department of Pesticide Regulation.
- f. Use of aquatic pesticides, where applicable, shall comply with NPDES and California Department of Fish and Game regulations and must be approved in advance by CITY.

II. General

- a. All pesticides must be approved in advance by CITY.
- b. CONTRACTOR shall notify CITY prior to all scheduled pesticide applications and shall not receive payment for required applications if such notification has not been provided.
- c. Pesticide applications which fail to produce the desired results will be repeated at CONTRACTOR's own expense.

III. Integrated Pest Management

- a. CONTRACTOR shall be provided with a copy of the City of Fairfield Integrated Pest Management (IPM) Policy and shall adhere to the practices contained within the Policy.
- b. Extremely toxic materials, such as Category I pesticides shall not be used.

F. General Maintenance and Cleanup

I. General

- a. CONTRACTOR shall collect all mowed grass, clippings, trimmings, cuttings, rubbish and debris at each site covered by this Agreement and shall remove the same promptly from each site and dispose of same in a lawful manner at CONTRACTOR's expense.
- b. All broken glass shall be immediately removed when discovered.
- c. CONTRACTOR shall keep all cracks and seams in sidewalks, curbs, street gutters, and other paved areas free of weeds.
- d. CONTRACTOR shall repair any eroded places on the landscaped area covered by this Agreement by replacement of topsoil to bring such eroded places back to original grade. The cause of erosion shall be promptly reported to CITY.
- e. Worksites shall be left orderly and neat upon completion of work.
- f. Upon notification by CITY, CONTRACTOR shall adjust scheduled site visits and other work to cause minimal impact on planned community activities occurring at each site.

II. Fence Lines

- a. Fence lines shall be kept free of trash, weeds, grass, and pruning debris.

III. Dust Control

- a. CONTRACTOR shall control airborne dust at all times. Dust control shall conform to section 10, "Dust Control," of the State Standard Specifications.
- b. All costs associated with dust control are assumed to be included in the contract bid and no additional compensation will be allowed therefore.

G. High-Weed Mowing

- I. All high-weed mowing (as listed in area descriptions) will be performed three times (3X) per year during the months of April, June and September.
- II. Weeds shall be mowed to a height less than four (4) inches.
- III. Any weeds/grass left standing along fences or structures after mowing must be cut.

H. Miscellaneous Facilities

Services listed below shall be included in the total value of this contract.

I. Drainage System Areas

- a. All drainage systems used for the purposes of rain water or irrigation water collection, including surface swales, trench drains, V-ditches, catch basins, or gutters shall be maintained in a clean condition free of debris, erosion waste, weeds, or any blockages.
- b. CONTRACTOR shall not be responsible for natural creeks and streams under this contract.
- c. CONTRACTOR shall prevent any material created as a result of performing the work under this Agreement from entering the storm drain system. The storm drain system includes, but is not limited to, the gutter, the roadway, V-ditches, catch basins, creeks, and any underground storm water conduit. Proper storm water pollution prevention techniques and procedures shall be used during all phases of the maintenance work.
- d. All concrete-lined ditches within the landscape areas shall be kept clean and clear at all times. The catch basins that these ditches empty into shall be thoroughly cleaned out once per month by the 15th of each month between October 15 to April 15. More frequent cleaning may be required due to heavy rains. Edges should be checked periodically for erosion and damage to concrete structures. Special care will be taken by CONTRACTOR to keep debris out of all basins while V-ditch maintenance is occurring.
- e. CONTRACTOR shall notify CITY if drainage system is blocked by any offsite debris or erosion waste. Correction of the blockage will be coordinated by CITY. CONTRACTOR shall be entitled to additional compensation if CONTRACTOR performs works to correct blockage at CITY's request.

II. Erosion Control

- a. CONTRACTOR shall not be responsible for structural maintenance or repair or replacement of swales and drain lines except for such structural maintenance, repair, or replacement resulting from damage caused by CONTRACTOR or its agents.
- b. Erosion resulting from failure to maintain properly rooted plant material on slopes shall be the responsibility of CONTRACTOR to correct and to accomplish necessary cleanups.

- c. Erosion resulting from major storm damage that requires major slope reconstruction and/or installation of additional drainage facilities shall be the responsibility of others.

III. Sidewalks and Driveways

- a. Debris and silt shall be immediately removed from sidewalks, gutters and driveways.

IV. Gravel Access Roads

- a. CONTRACTOR apply pre-emergent herbicide on gravel access roads two times (2X) per year during the months of February and November, subject to change due to weather.
- b. CONTRACTOR shall keep the roads weed free.

4. MAINTENANCE SCHEDULE

All schedules are subject to change at the pleasure of CITY or due to weather and other considerations.

<u>LAWN AREAS</u>	<u>FREQUENCY</u>
Leaf, Litter and Trash Removal	Weekly
Irrigation System checks (complete)	Monthly
Irrigation Repairs	Within 24-hours (working days)
Mow	Weekly
Edge	Weekly

<u>SHRUBS AND TREES</u>	<u>FREQUENCY</u>
Leaf, litter and trash removal	Bi-Weekly
Shrub Pruning	Three times (3X) per year during the months of April-May, July-August and October-November, subject to change due to weather.
Irrigation System checks (complete)	Monthly
Irrigation repairs	Within 24-hours (working days)
Tree Pruning	As needed
Staking/Removal/Re-bracing	As needed

<u>GROUND COVER & VINES</u>	<u>FREQUENCY</u>
Leaf, litter, and trash removal	Biweekly
Irrigation system checks (complete)	Monthly

Irrigation repairs	Within 24-hours (working days)
Prune & Edge Groundcover	Four times (4X) per year during the months of February, May, September and November, subject to change due to weather.
Mow Vinca and Hypericum groundcover	Two times (2X) per year in Mar and Sept

<u>UNDEVELOPED AREAS</u>	<u>FREQUENCY</u>
Leaf, litter and trash removal	Biweekly
High-Weed Mow	Three times (3X) per year: April, June, September

<u>GRAVEL SERVICE ROADS</u>	<u>FREQUENCY</u>
Pre-emergent	Two times (2x) per year during February and November
Weed Control	As needed

<u>PAVED AREAS</u>	<u>FREQUENCY</u>
Leaf, litter and trash removal	Biweekly

<u>SITE CONSIDERATIONS</u>	<u>FREQUENCY</u>
Site Inspections with CITY	At least once per month
Clean V-Ditches/Drain Inlets	Inspected and cleaned weekly between October 15 and April 15
Clean irrigation pump filters	As needed but no less than once quarterly

5. AREA MAPS INDEX

A. Map 1



 = Maintenance Area


 = High Weed Mow Area

 = Irrigation Controller

 = Irrigation Backflow Device

B. Map 2



 = Maintenance Area

 = High Weed Mow Area

 = Irrigation Controller

 = Irrigation Backflow Device

C. Map 3



 = Maintenance Area


 = High Weed Mow Area

 = Irrigation Controller

 = Irrigation Backflow Device

D. Map 4



 = Maintenance Area

 = High Weed Mow Area

 = Irrigation Controller

 = Irrigation Backflow Device

E. Map 5



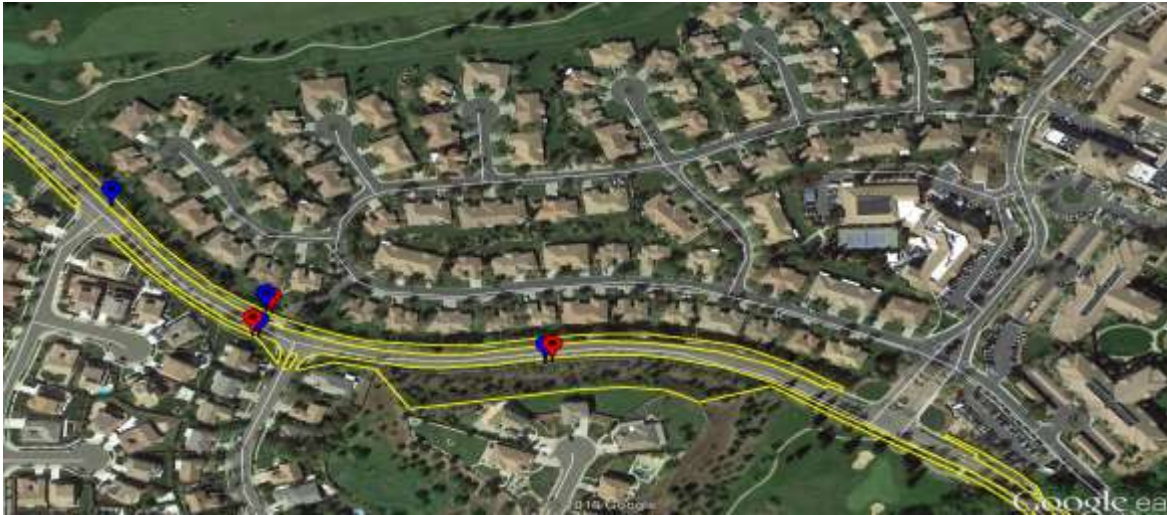
 = Maintenance Area

 = High Weed Mow Area

 = Irrigation Controller

 = Irrigation Backflow Device

F. Map 6



 = Maintenance Area


 = High Weed Mow Area

 = Irrigation Controller

 = Irrigation Backflow Device

G. Map 7



 = Maintenance Area

 = High Weed Mow Area

 = Irrigation Controller

 = Irrigation Backflow Device

H. Map 8



 = Maintenance Area

 = High Weed Mow Area

 = Irrigation Controller

 = Irrigation Backflow Device

I. Map 9



 = Maintenance Area


 = High Weed Mow Area

 = Irrigation Controller

 = Irrigation Backflow Device

J. Map 10



 = Maintenance Area

 = High Weed Mow Area

 = Irrigation Controller

 = Irrigation Backflow Device

K. Map 11



 = Maintenance Area

 = High Weed Mow Area

 = Irrigation Controller

 = Irrigation Backflow Device

L. Map 12



 = Maintenance Area

 = High Weed Mow Area

 = Irrigation Controller

 = Irrigation Backflow Device

EXHIBIT "B"

PAYMENT

1) Payments for services rendered by CONTRACTOR under this Agreement shall not exceed \$89,952 annually, or \$179,904 total, for the initial 24-month term beginning January 1, 2022 and ending December 31, 2023.

2) Payment to CONTRACTOR shall be made on a monthly basis for work completed in the previous month. CONTRACTOR shall submit monthly invoices for one-twelfth (1/12) of the annual contract amount for services provided as described in Exhibit "A". CONTRACTOR shall submit a separate invoice for any approved extra work completed during the previous month.

3) Any additional work required beyond that set forth in Exhibit "A" shall be mutually agreed to in writing by the CITY and CONTRACTOR, and shall be billed on a time and materials basis.

EXHIBIT "C"

GENERAL PROVISIONS

1) **INDEPENDENT CONTRACTOR.** At all times during the term of this Agreement, CONTRACTOR shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONTRACTOR only insofar as the results of CONTRACTOR's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONTRACTOR accomplishes services rendered pursuant to this Agreement.

2) **LICENSES; PERMITS; ETC.** CONTRACTOR represents and warrants to CITY that CONTRACTOR has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice CONTRACTOR's profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice his profession.

3) **TIME.** CONTRACTOR shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. CONTRACTOR shall adhere to the Schedule of Activities as described in their Executive Summary.

4) **DUTY TO MAINTAIN IMPROVEMENTS.** CONTRACTOR agrees to diligently maintain and care for the covered Improvements, using generally accepted methods for cultivation and watering in accordance with the standard of care and maintenance set forth in Exhibit "A". The intent of such standard of care and maintenance is to provide for the life, growth, health and beauty of landscaping including cultivation, irrigation, trimming, spraying, fertilizing or treating for disease or injury to maintain the landscaping in a healthy, thriving, weed free condition, and to prevent it from deteriorating to the extent that its value as landscaping is reduced or destroyed.

5) **CONTRACTOR NOT AN AGENT.** Except as CITY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

6) **ASSIGNMENT PROHIBITED.** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

7) **PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

8) **STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices his profession. All products which CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CITY shall be the sole judge as to whether the product of the CONTRACTOR is satisfactory.

9) Temporary Default. CONTRACTOR agrees that in the event CONTRACTOR fails to perform any of the duties specified in Paragraph 4 of this Exhibit "C", the CITY may elect to serve written notice of its intent to enter the area to promptly perform the required maintenance. Such notice shall be served personally, or by certified mail, return receipt requested, upon CONTRACTOR, at least fourteen (14) days in advance of the date when the CITY intends to enter the area for the purpose stated in this paragraph. CONTRACTOR may void the notice and the CITY's right to enter and perform the maintenance, by promptly performing the required maintenance within the notice period or, if such maintenance cannot be reasonably completed within such fourteen (14) day period, then CONTRACTOR shall contact the Public Works Director to obtain such additional time as is necessary. If additional time is obtained, CONTRACTOR shall immediately undertake necessary steps to perform said maintenance and shall diligently pursue the duties to completion within the time period agreed to by the Public Works Director. If CONTRACTOR fails to perform the required duties within the time period(s) specified by this paragraph, the CITY may enter upon the area for which proper notice has been served and perform such work as it considers reasonably necessary and proper to restore and/or maintain the landscaping. The CITY may act either through its own employees or through an independent CONTRACTOR. The cost of such work shall be deducted from the amount owed to CONTRACTOR.

10) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONTRACTOR. CONTRACTOR is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONTRACTOR shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

11) PRODUCTS OF CONSULTING. All products of the CONTRACTOR provided under this Agreement shall be the property of the CITY.

12) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONTRACTOR is a design professional, as defined in California Civil Code § 2782.8(c)(2), to the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless CITY and its elected officials, officers, agents, employees and designated volunteers (collectively "CITY Indemnitees") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR. CONTRACTOR's duty to defend shall consist of reimbursement of defense costs incurred by CITY in direct proportion to the CONTRACTOR's proportionate percentage of fault. CONTRACTOR's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONTRACTOR's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONTRACTOR's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONTRACTOR is not a design professional as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, CONTRACTOR shall indemnify, defend, and hold harmless the CITY Indemnitees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONTRACTOR or any person directly or indirectly employed by or acting as agent for CONTRACTOR in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY

Indemnitees.

It is understood that the duty of CONTRACTOR to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONTRACTOR from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

CONTRACTOR'S responsibility for such defense and indemnity shall survive termination or completion of this Agreement for the full period of time allowed by law.

13) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the CITY if this provision is violated.

14) LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, CONTRACTORS, and developers. When local projects require, subcontractors, contractors, CONTRACTORS and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, CONTRACTORS, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

15) CONTRACTOR NOT A PUBLIC OFFICIAL. CONTRACTOR is not a "public official" for purposes of Government Code §§ 87200 et seq. CONTRACTOR conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONTRACTOR possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

16) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONTRACTOR in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONTRACTOR shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

- a) Whether CONTRACTOR is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- b) If CONTRACTOR is doing business as a sole proprietorship, CONTRACTOR shall provide the full name, address and social security number of the sole proprietor.
- c) If CONTRACTOR is doing business as other than a sole proprietorship, CONTRACTOR shall provide CONTRACTOR'S federal tax identification number.

17) LABOR AND WAGE CODE GUIDELINES. Attention is directed to Section 1777.5 of the Labor Code as it applies to Apprenticeship Standards.

The general prevailing wage rates for each craft, classification, or type of workman shall be determined by the Director of Industrial Relations (available online at <http://www.dir.ca.gov/dlsr/PWD/index.html> - select the

appropriate wage decision and then collect the wage decisions for Statewide, Northern California and Solano County). A copy of these wage rate determination is kept on file are available for review at the Office of the City Engineer located at 1000 Webster Street.

In accordance with the provisions of Section 1860 of the California labor Code, attention is directed to the requirement that in accordance with the provisions of Section 3700 of the California Labor Code, every contactor will be required to secure the payment of compensation of his or her employees.

Attention is directed to the Federal Minimum wage rate requirements. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rates. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rates, which most closely approximates the duties of the employees in question.

18) CONTRACT BONDS. The Contractor shall furnish one good and sufficient bond in compliance with applicable federal and state laws. The bonds in the amount of one hundred percent (100%) of the contract price shall guarantee the faithful performance of the contract by the Contractor; and, in addition, by its terms, the faithful performance bond shall remain in full force and effect for a period of one (1) year from and after the completion and acceptance of said work to guarantee the repair and/or replacement of faulty workmanship and defective material.

Whenever any surety or sureties on any such bonds, or on any bonds required by law for the protection of the claims of laborers and material men, become insufficient, or the City has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for such further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter no payment shall be made upon such contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished.

The City Engineer before execution of the contract by City may require that Contractor submit the documents enumerated in Code of Civil Procedure section 995.660 to verify the sufficiency of the surety or sureties on the contract bonds.

EXHIBIT "D"**INSURANCE REQUIREMENTS**

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

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$3,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

- ☐ Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- ☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Fidelity / Crime / Dishonesty Bond in the minimum amount of \$_____
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; and automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its

officers, officials, employees or volunteers.

- ii) For any claims related to this project, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- iv) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONTRACTOR'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

VERIFICATION OF COVERAGE. CONTRACTOR shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf; on forms equivalent to CG 20 10 11 85, subject to CITY approval; and submitted electronically through the Exigis insurance system to: certificates-fairfield@riskworks.com. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONTRACTOR shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

d) SUB-CONTRACTORS. CONTRACTOR shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONTRACTOR to verify existence of sub-contractor's insurance shall not relieve CONTRACTOR from any claim arising from sub-contractors work on behalf of CONTRACTOR.

EXHIBIT "E"

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to

NEW IMAGE LANDSCAPE COMPANY

("Contractor") a contract (the "Contract") for the work described as follows:

LANDSCAPE MAINTENANCE SERVICES FOR LANDSCAPING AND LIGHTING MAINTENANCE
DISTRICT NO. 11 – PARADISE VALLEY NORTH

WHEREAS, Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of ***one hundred seventy-nine thousand nine hundred four dollars (\$179,904)***, this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and Agreements in the Contract and any alteration thereof made as therein provided, on the Contractor's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated:

“Contractor”

“Surety”

By: _____
Title

By: _____
Title

By: _____
Title

By: _____
Title

(Seal)

(Seal)

*Note: This bond must be executed and dated, **all signatures must be notarized**, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

EXHIBIT "F"

LANDSCAPE MAINTENANCE AGREEMENT SPECIAL TERMS

1. CONTRACTOR ORIENTATION

CITY will conduct a **MANDATORY** orientation after award and prior to start of the Agreement. CITY may require that all CONTRACTOR employees assigned to perform work under this Agreement shall attend the orientation. Failure to attend will result in contract termination.

2. CONTROL, SUPERVISION, AND APPROVAL AUTHORITY

Unless otherwise provided by specific provisions of this Agreement, CONTRACTOR operations and activities related and provided for in this Agreement will be under the control and supervision of the Landscape Maintenance Manager ("LMM") or the LMM's representative. The LMM will exercise control and supervision on behalf of CITY as designated in this Agreement.

3. DISPOSAL OF MATERIALS

All material not specifically designated for reuse, salvage, stockpiling or disposal at the work site shall become the property of CONTRACTOR and shall be suitably disposed of off the work site in accordance with all applicable laws, ordinances, rules and regulations.

4. AREAS FOR CONTRACTOR'S USE

The existing travel lanes and street right of way shall be used only for purposes that are necessary to perform the required work. Storage or stockpile of materials within the existing travel lanes and street right of way during nonworking hours is not permitted.

Use of CONTRACTOR's work areas, storage areas, or parking areas shall be at CONTRACTOR's own risk and the security of these areas shall be the sole responsibility of the CONTRACTOR. CITY shall not be liable for any damage to or loss of materials or equipment.

5. QUALIFICATIONS OF EMPLOYEES

All of the CONTRACTOR's employees shall carry proper visible identification on their person at all times. This identification shall be a shirt, jacket or vest with the company name or logo and the employee's name. Background security checks may be made by the Fairfield Police Department at CITY's expense if deemed necessary. When, in the opinion of CITY, an employee does not constitute a satisfactory security risk, his /her employment on the contract will be denied.

6. NON-INTERFERENCE WITH FACILITY OPERATIONS

- A.** CONTRACTOR will perform all necessary work as provided for in this Agreement so as not to interfere with the normal operation or activity of the facilities.
- B.** If CONTRACTOR finds that in order to perform any required work it is necessary to block or restrict access to an area, driveway or road, CONTRACTOR must inform CITY at least 48 hours in advance to permit any necessary coordination with CITY'S staff.

- C. CONTRACTOR shall make him/herself aware of holidays and other work routines within the facilities and conduct his/her work in such a manner as to cause no interference with the execution of CITY business.

7. LANDSCAPE MAINTENANCE HOURS

All work shall be performed between the hours of 7:00 am and 5:00 pm Monday through Friday, excepting holidays observed by CITY, or unless otherwise specified in this Agreement, or at the written request of CITY at least 48 hours in advance. CONTRACTOR may request to work specific holidays or extended hours through the LMM.

8. MINIMUM REQUIREMENTS

CONTRACTOR shall perform the work provided for in this Agreement under direction of the LMM. LMM or LMM's designated representative may make inspections at any time and may request that CONTRACTOR perform additional work or services to bring CONTRACTOR's performance to the level required by this Agreement. CONTRACTOR shall cooperate with any representative designated by the LMM to determine the CONTRACTOR's conformity with the provisions of this Agreement and the adequacy of the work being performed.

9. CONTRACTOR AVAILABILITY AND EMERGENCY RESPONSE

CONTRACTOR shall be readily available by telephone during work hours (7:00 am to 5:00 pm).

CONTRACTOR shall provide CITY with a list of emergency telephone numbers CONTRACTOR can be reached on a 24-hour basis, on weekends and on holidays. Contact number(s) must be submitted in writing to CITY before the date of the Notice to Proceed. Emergency contact number cannot be an answering machine. Emergency calls shall be considered as part of maintenance and shall not be considered as extra work. Response time to any site shall not be more than sixty (60) minutes.

10. UNDERGROUND SERVICE ALERTS

- A. Excavation sites shall be marked in accordance with Underground Service Alert (USA) guidelines.
- B. CITY's staff will be responsible for calling in Underground Service Alerts and marking City utility lines. Markings for private utility lines will be made by others.
- C. CONTRACTOR will notify the LMM prior to any excavation. CONTRACTOR will give at least two (2) days advance notice of excavations whenever possible to allow time for USA markings.

11. REPORTING REQUIREMENTS

A. Monthly Maintenance Report

- I. A monthly maintenance report shall be submitted with the monthly billing for each site in the contract. CONTRACTOR shall provide, as a condition for payment, the following information on the monthly maintenance report:
 - a. Location of maintenance work by site name, street address or an approved identifying set of landmarks.
 - b. Description of maintenance tasks by site to include mowing, litter pickup, emptying of trash cans, irrigation checks and repairs, fertilizer application, pesticide application and graffiti removal.

- c. Report of all materials repaired or replaced as a result of vandalism

B. Pesticide Use Report

- I. CONTRACTOR shall submit a Monthly Summary Pesticide Use Report to the Solano County Agricultural Commissioner's Office no later than the 10th of each month detailing the prior month's pesticide applications in accordance with California State law.
- II. CONTRACTOR shall furnish the LMM with a copy of the Monthly Summary Pesticide Use Report and a second site-specific pesticide report to be submitted with monthly invoices.

12. REFUSE AND DEBRIS DISPOSAL

CONTRACTOR shall be responsible for removal and disposal of all refuse and debris created during work on the properties on a daily basis. Under no circumstances shall debris be left on the site overnight. No dirt from construction or repairs shall be left in the gutters or blocking sidewalks after work hours at any time

13. WORK BY CITY OR BY SEPARATE CONTRACTORS

CITY reserves the right to do work on the project with the CITY's own forces and/or to award separate contracts concerning other portions of the work. Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore.

14. PERFORMANCE OF WORK

The work shall be conducted in a manner which will not interfere with pedestrian traffic by forcing pedestrians off of the sidewalk and into the street. Such work shall not block vehicular traffic on adjacent streets and any equipment or vehicles in the streets shall be properly coned off and flagged as required by the CITY.

15. CORRECTIONS OF WORK

CONTRACTOR shall promptly correct any work rejected by the CITY as defective or as failing to conform to the contract documents. CONTRACTOR shall be expected to perform maintenance of the landscape sites, as specified, without notice or instructions from the CITY. However, in case of negligence on the part of the CONTRACTOR in performing specified work on the contract, CITY shall notify CONTRACTOR, in writing to perform the specified maintenance. Failure to respond to said written notice and to perform said specified maintenance within five (5) working days or within one (1) working day for irrigation problems after receipt of said written notice will result in the CITY causing the maintenance or irrigation work to be done and deducting the cost thereof from the next monthly payment due the CONTRACTOR. These provisions apply to work done by subcontractors as well as work done by direct employees of CONTRACTOR.

16. TRAFFIC CONTROL, FLAGMEN AND WARNING SIGNS

- A. CONTRACTOR is responsible for all traffic control required as a result of this contract. A traffic control plan shall be submitted to and approved by the LMM prior to performing any work requiring traffic control.
- B. In order to expedite the passage of public traffic through or around the work and where ordered by the LMM, CONTRACTOR shall install signs, lights, flares, barricades and /or other facilities for the sole convenience and direction of public traffic. Also, where directed by the LMM, CONTRACTOR shall

furnish competent flagmen whose sole duties shall consist of directing the movement of public traffic through or around the work

- C. All signs, flagmen, and traffic control devices shall conform to the latest edition of the California Manual on Uniform Traffic Control Devices compiled in accordance with Section 21400 of the Vehicle Code of the State of California and issued by the State of California Department of Transportation.
- D. Work shall not commence at any given location until warning signs, appropriate traffic control devices and flagmen, if required, are in proper position and approved by the LMM. Should the LMM point out the inadequacy of warning and protective measures, such action on the part of the LMM shall not relieve CONTRACTOR from responsibility for public safety, or abrogate his/her obligation to erect and maintain these devices.
- E. CONTRACTOR will ensure that his employees wear high visibility safety apparel in compliance with the most recent ANSI and Cal OSHA regulations when they are exposed to the hazards of vehicle traffic.
- F. CONTRACTOR's failure to comply with the above requirements will be sufficient cause for the LMM to immediately suspend work at the job site.

17. INSPECTIONS

- A. The LMM will require CONTRACTOR or his/her local authorized representative to ride along on-site inspections. A punch list will be provided by the LMM corresponding to the inspection results.
 - I. CONTRACTOR shall arrange for the CONTRACTOR's representative to accompany the LMM on the inspection tour of the landscape areas at least once each month. The LMM will determine if more frequent inspections are necessary.
 - II. The LMM will identify and communicate to the CONTRACTOR's representative, areas of unsatisfactory work or of inadequate performance by the CONTRACTOR.
 - III. CONTRACTOR shall correct any such identified unsatisfactory work or inadequate performance within ten (10) working days.
 - IV. Re-inspection at completion of rework is mandatory and if the maintenance is still unsatisfactory it will result in a seventy-five-dollar (\$75) charge to CONTRACTOR which will be deducted from the current month's billing. Each subsequent re-inspection will result in a similar charge in the same amount until the areas have been brought up to standard. The LMM has the exclusive right to make the decision as to whether or not the CONTRACTOR's maintenance meets the standards of CITY.
- B. Three months before the conclusion of this landscape maintenance contract the following inspections shall take place.
 - I. (90 days) – Irrigation main line inspection for ruptures or leakage. No visible leaks shall be accepted.
 - II. (60 days) – Automatic controller, valve control and sprinkler coverage efficiency test. Note: Main line must be accepted before efficiency test is performed.

18. INCONSISTENT TERMS

In the event of any inconsistency between the terms in this Exhibit "F" and any terms of this Agreement or other Exhibits thereto, the terms of the Agreement and other Exhibits thereto shall control.