

**CITY OF UPLAND**  
**MAINTENANCE SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 28<sup>th</sup> day of July, 2025 by and between the City of Upland, a general law city and municipal corporation organized under the laws of the State of California with its principal place of business at 460 N. Euclid Avenue, Upland, CA 91786 ("City") and CLS Landscape Management Inc., a California corporation with its principal place of business at 4711 Schaefer Ave, Chino, CA 91710 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**2. RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing weed abatement services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**2.2 Project.**

City desires to engage Contractor to render such services for the weed abatement services project ("Project") as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional weed abatement maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2025 to June 30, 2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three (3) additional one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

### **3.2 Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance

3.2.1.1 PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates the Utilities Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Pat Strohman, Vice President, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor'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.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor 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, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of two-hundred and fifty Dollars (\$250) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

**3.2.10 Laws and Regulations; Employee/Labor Certifications.** Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor 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.

**3.2.10.1 Employment Eligibility; Contractor.** By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

**3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants.** To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

**3.2.10.3 Employment Eligibility; Failure to Comply.** Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to

immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and

subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* One million dollars (\$1,000,000) per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of one million dollars (\$1,000,000) per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company

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

(D) Additional Insured. The City of Upland, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Upland, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials,

officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) 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 directors, officials, officers, employees, agents, and volunteers. 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 officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Reserved.

3.2.14 Accounting Records. 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.

3.2.15 Work Site.

3.2.15.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.2.17 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been

removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed seventy-four thousand, nine hundred forty Dollars (\$74,940.00) without written approval of City's City Manager. Extra Work may be authorized, as described below.

#### **3.3.1.1 Reserved.**

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is

entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.3.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. The City Manager may approve Extra Work up to ten percent (10%) of the amount of the Agreement or fifty thousand dollars (\$50,000.00). Any Extra Work in excess of this amount shall be approved by the City Council. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. Any stop orders issued by the Department of Industrial Relations against Contractor or

any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. 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, services similar to those terminated.

### **3.5 General Provisions.**

3.5.1 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:

**Contractor:**

CLS Landscape Management, Inc.,  
Pat Strohman, Vice President  
4329 State Street  
Montclair, CA 91763

**City:**

City of Upland  
460 N. Euclid Avenue  
Upland, CA 91786  
Attn: City Manager's Office

With Copy To:  
City of Upland  
460 N. Euclid Avenue  
Upland, CA 91786  
Attn: City Attorney

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.

### 3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense which is caused by the the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this indemnification section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers 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. Contractor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor'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, its officials, employees, agents and volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County, California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 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, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this

Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.18 Fleet Compliance.

3.5.18.1 To the extent applicable, Contractor, shall comply, and shall ensure all subcontractors comply, with all requirements of the most current version of the California Air Resources Board ("CARB") including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation"). A Fleet Compliance Certification Form is attached hereto as Exhibit "D" and incorporated herein by this reference.

3.5.18.2 Throughout Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and subcontractors' fleet including, without limitation, the CRCs, fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the City.

3.5.18.3 Contractor shall be solely liable for any and all costs associated with complying with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR  
MAINTENANCE SERVICES AGREEMENT  
BETWEEN THE CITY OF UPLAND  
AND CLS LANDSCAPE MANAGEMENT, INC.**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

**CITY OF UPLAND**

**CLS LANDSCAPE MANAGEMENT, INC.**

APPROVED BY:

DocuSigned by:  
*Michael Blay*  
MICHEAL BLAY,  
CITY MANAGER

By: \_\_\_\_\_

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ATTESTED BY:

DocuSigned by:  
*Keri Johnson*  
KERI JOHNSON,  
City Clerk

By: \_\_\_\_\_

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

APPROVED AS TO FORM:

Signed by:  
*Stephen Deitsch*  
Best Best & Krieger LLP  
City Attorney

Contractor's License Number \_\_\_\_\_

DIR Registration Number \_\_\_\_\_

**SIGNATURE PAGE FOR  
MAINTENANCE SERVICES AGREEMENT  
BETWEEN THE CITY OF UPLAND  
AND CLS LANDSCAPE MANAGEMENT, INC.**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

**CITY OF UPLAND**

**CLS LANDSCAPE MANAGEMENT, INC.**

APPROVED BY:

By: *Raina Hansen*

\_\_\_\_\_  
MICHEAL BLAY,  
CITY MANAGER

Its: *CEO*

ATTESTED BY:

Printed Name: *Raina Hansen*

\_\_\_\_\_  
KERI JOHNNSON,  
City Clerk

By: *Pat Strommaa*

Its: *V.P.*

APPROVED AS TO FORM:

Printed Name: *PAT STROMMAA*

\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

*650883*  
Contractor's License Number

*1000012939*  
DIR Registration Number

**EXHIBIT A**  
**SCOPE OF SERVICES**



**City of Upland**  
**Public Works Department**  
**Utilities Division**  
 1370 N. Benson Avenue  
 Upland, CA 91786  
 Telephone (909) 291-2930

**REQUEST FOR QUOTATION**  
**( THIS IS NOT AN ORDER )**

<b>REQUEST NO.</b> 1	<b>PROJECT</b> Upland Basin – Weed Abatement	<b>DATE ISSUED</b> 4/23/2025
<b>FOR INFORMATION CALL</b>		
<b>NAME</b> Jose Aguilar Assistant Engineer	<b>TELEPHONE NUMBER</b>	
	<b>AREA CODE</b> (909)	<b>NUMBER</b> 291-2979
<b>TO:</b>		
<b>NAME</b> Pat Strohmman, Senior Vice President	<b>COMPANY</b> CLS Landscape Management, Inc.	
<b>STREET ADDRESS</b> 4329 State St		
<b>CITY</b> Montclair	<b>STATE</b> Ca	<b>ZIP CODE</b> 91763
<b>TELEPHONE NUMBER</b> 909-628-3005	<b>STATE CONTRACTORS LICENSE No. AND CLASSIFICATION</b> 650883	
<b>EMAIL</b> Info@clslandscape.com		
<b>PLEASE FURNISH QUOTATIONS TO THE CITY ON OR BEFORE THE FOLLOWING DATE:</b> 10:00 AM, 05/05/2025	<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the City. This request does not commit the City to pay any costs incurred in the preparation of the submission of this quotation, or to contract for supplies or service. Supplies and/or materials are of domestic origin unless otherwise indicated by quoter.	

<b>SCHEDULE</b>					
<b>ITEM NO.</b>	<b>SUPPLIES / SERVICES</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
1	Plant 1 – 2545 Mountain Lane	1	Monthly		433.00
2	Plant 2 – 1285 W. 24 <sup>th</sup> Street	1	Monthly		253.00
3	Plant 3 – 1090 W. 22 <sup>nd</sup> Street	1	Monthly		293.00
4	Plant 4 – 401 E. 19 <sup>th</sup> Street	1	Monthly		253.00
5	Plant 5 – 1505 E. 16 <sup>th</sup> Street	1	Monthly		748.00
6	Plant 6 – 580 E. 15 <sup>th</sup> Street	1	Monthly		253.00
7	Plant 7 – 1655 W. 17 <sup>th</sup> Street	1	Monthly		343.00
8	Plant 9 – 1355 N. Benson Avenue	1	Monthly		253.00
9	Plant 10 – 250 N. Benson Avenue	1	Monthly		253.00
10	Plant 11 – 149 N. Benson Avenue	1	Monthly		208.00
11	Plant 12 – 1258 W. 9 <sup>th</sup> Street	1	Monthly		208.00
12	Plant 13 – 159 N. 6 <sup>th</sup> Avenue	1	Monthly		208.00
13	Plant 14 – 455 S. Campus Avenue	1	Monthly		208.00
14	Reclamation Plant – Campus Ave & 17 <sup>th</sup> Street	1	Monthly		208.00
15	Upland Foothill Well 3 – 1332 Charmaine Drive	1	Monthly		175.00
16	West End Well 3 – 1850 W. 16 <sup>th</sup> Street	1	Monthly		253.00
17	West End Well 4 – 1850 W. 16 <sup>th</sup> Street	1	Monthly		208.00
18	City Well 15 – 2006 N. Campus Avenue	1	Monthly		253.00
19	City Well 17 – 1638 N. Benson Avenue	1	Monthly		208.00
20	Hydro Generator – 2351 Paloma Curve	1	Monthly		163.00
21	Lemon Heights 4 – 1552 W. 16 <sup>th</sup> Street	1	Monthly		208.00
<b>TOTAL:</b>					<b>5,590.00</b>

The City of Upland (City) has 21 sites throughout the City that need to be kept clean, safe and visually appealing. The City is soliciting quotes for the work to be performed described in this scope of work.

Scope of Work:

The purpose of this Request for Quote (RFQ) is to obtain the services of a qualified and experienced firm to provide landscaping and grounds maintenance services. The City is seeking a quote for monthly landscaping services at twenty-one (21) water facility sites.

Vendors are requested to submit a quote valid for one (1) year, with an option to extend the contract for up to three (3) additional one-year terms, subject to satisfactory performance and mutual agreement.

General Requirements:

- All services shall be performed in accordance with applicable federal, state, and local regulations.
- Work must be completed in a professional and timely manner to ensure the safety, functionality, and appearance of each site.
- The contractor is responsible for providing all labor, materials, equipment, and supervision necessary to perform the required services.
- All personnel working on-site must be properly trained and comply with the City's safety standards.

Services to Be Performed:

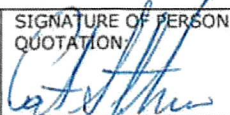
- Litter and Trash Removal: Remove all visible litter and trash on-site before beginning any landscaping or weed abatement activities.
- Weed Abatement: Cut down and remove all existing weeds across the site to as close to ground level as possible, ensuring a clean appearance and minimizing fire hazards.
- Clearance Around Infrastructure: Remove all weed and plant growth within a minimum radius of ten (10) feet around control gates, control structures, and other critical infrastructure.
- Herbicide Application: After weed removal, apply appropriate herbicides to dirt areas to prevent regrowth. All herbicides used must be pre-approved by the City and applied according to manufacturer guidelines and environmental safety standards.
- Hedge Trimming: Trim all hedges and shrubs to ensure they do not obstruct walkways, roadways, fence lines, or other access areas. Overgrown vegetation should be cut back to maintain a neat and functional appearance.
- Tree Maintenance:
  - Remove fallen or dangling tree limbs that can be reached safely without special equipment.
  - Trim tree canopies to maintain a minimum clearance of six (6) feet from the ground to ensure visibility and ease of movement beneath trees.
- Green Waste Disposal: Properly collect and dispose of all plant waste, trimmings, and debris off-site in accordance with local disposal regulations.

Additional Notes:

- A pre-site inspection with City staff may be required before initial service begins.
- Contractor must notify the City upon completion of services each month and provide a service report including dates of service, observations, and any issues noted.
- The City reserves the right to add or remove locations or adjust the frequency of services based on operational needs.

The successful Contractor, if a Contractor is to be selected at the City's sole discretion, shall be required to submit a Certificate of Insurance naming the City of Upland as additional insured and shall enter into an Agreement in conformance with the form as attached to this RFQ. In addition, the following shall apply:

- Working hours shall be 7:00 a.m. to 3:30 p.m., Monday through Thursday. No work shall take place on Friday, Saturday, Sunday, and recognized City holidays without prior notification to the City.
- Payment shall be made based on the progress completed.

COMPANY NAME OF QUOTER: CLS Landscape Management, Inc.			SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION: 		DATE OF QUOTATION: 5/8/25
STREET ADDRESS: 4329 State St			SIGNER: NAME (Print): Pat Strohmman		TELEPHONE: 909-628-3005
CITY: Montclair	STATE: Ca	ZIP CODE: 91763	TITLE (Print): Senior Vice President		

Enclosures:

- Sample Maintenance Agreement
- Upland 21 Facilities Location Exhibit

# Plant 1



04/07/2025


2545 Mountain Lane

1" = 150 ft

This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

# Plant 2



1" = 150 ft	1285 W. 24th Street	04/07/2025	
This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.			

# Plant 3



1090 W. 22nd Street

04/07/2025

1" = 100 ft

This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

# Plant 4



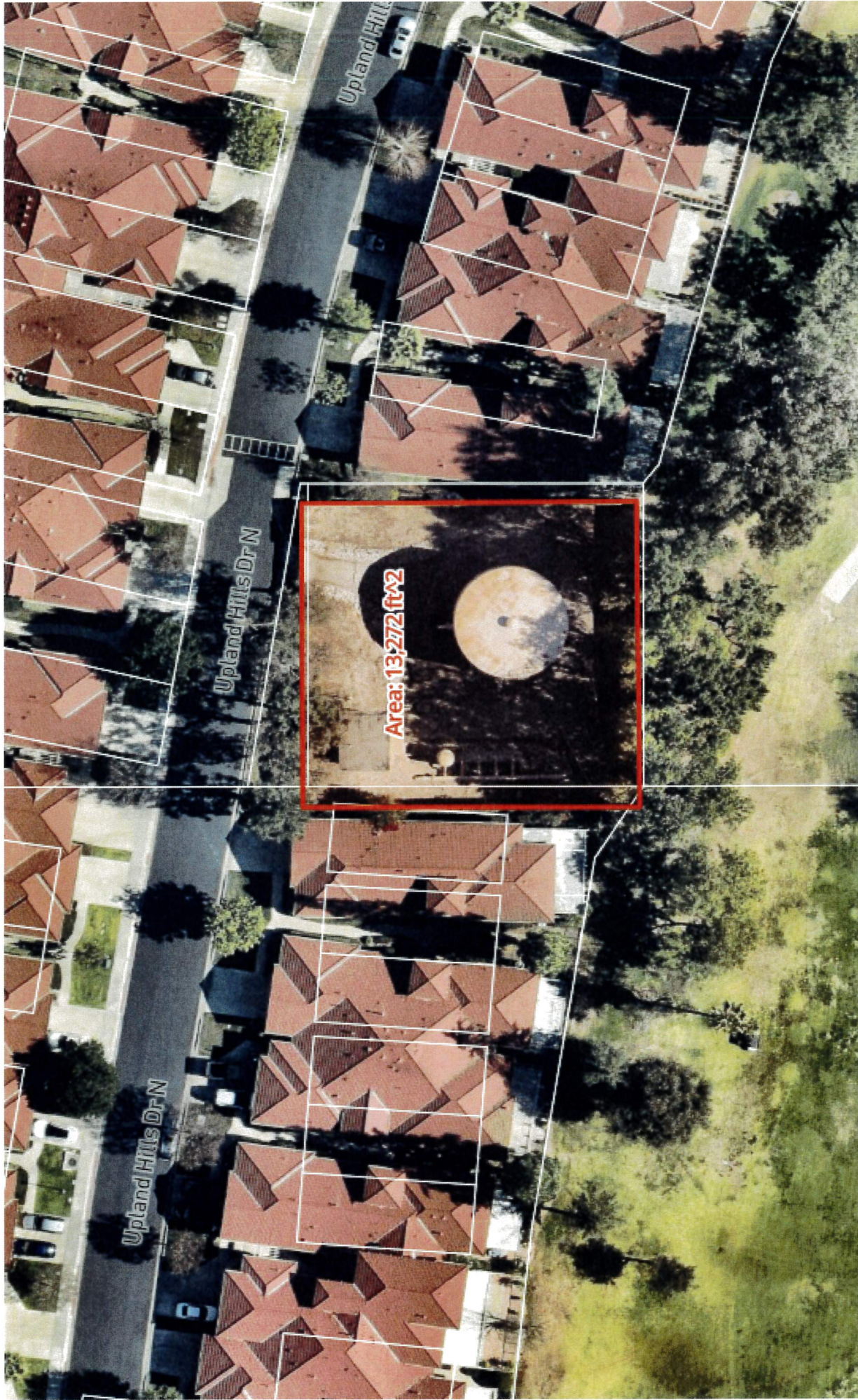
04/07/2025


401 E. 19th Street

1" = 150 ft

This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

# Plant 5



1" = 50 ft	1505 E. 16th Street	04/07/2025	
This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.			

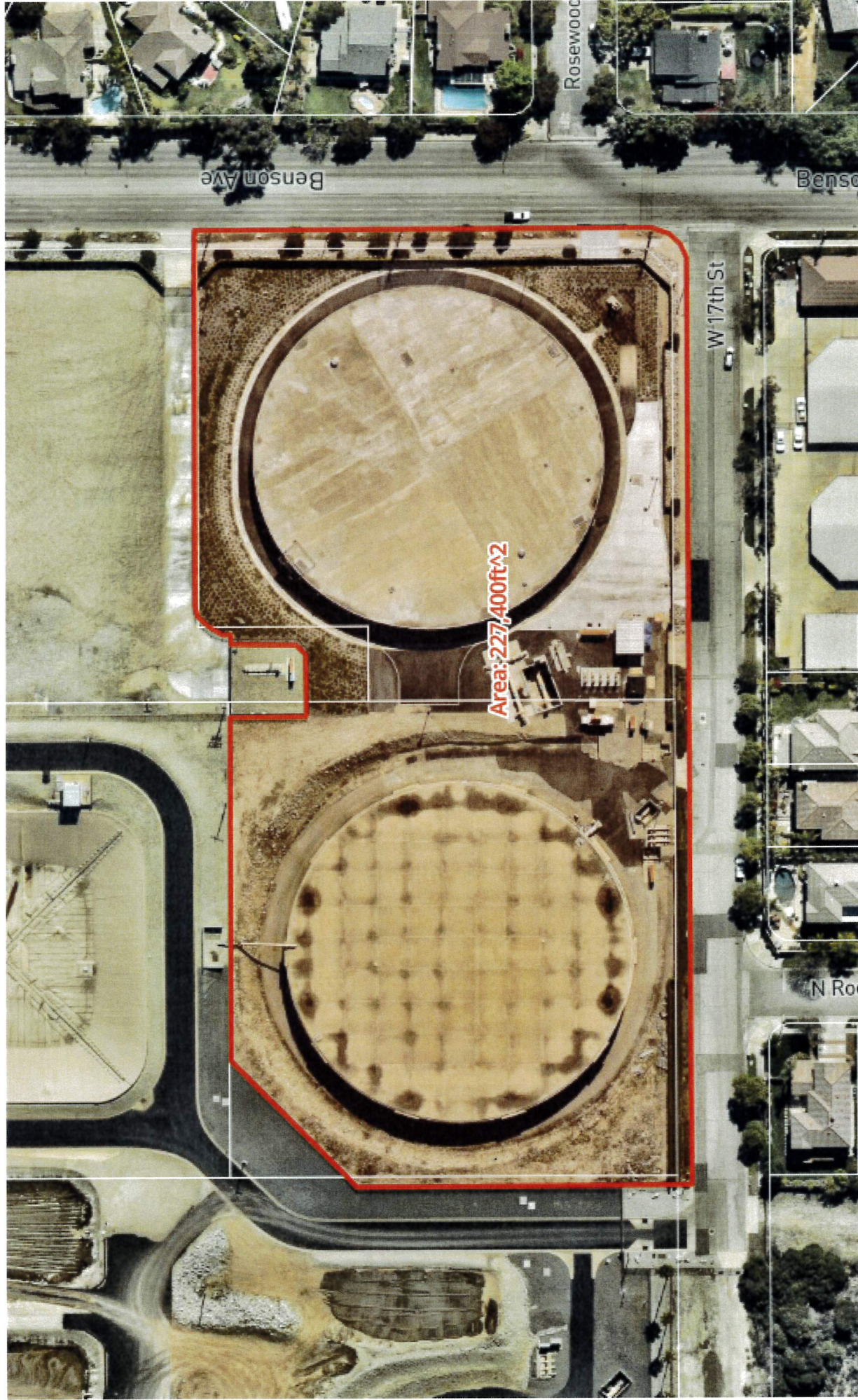


06/30/2025

580 E. 15th Street

1" = 150 ft

This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

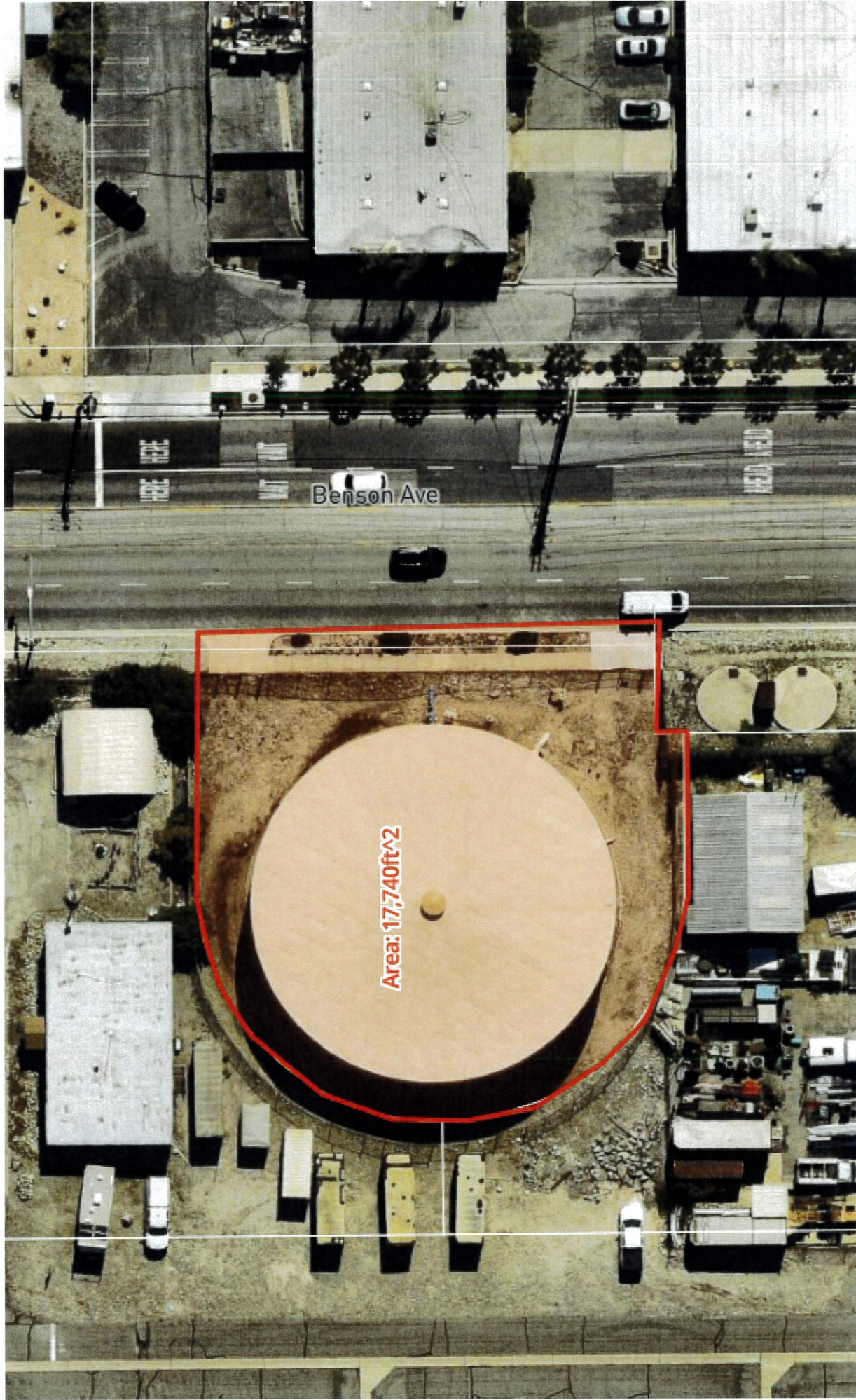



06/30/2025

1655 W. 17th Street

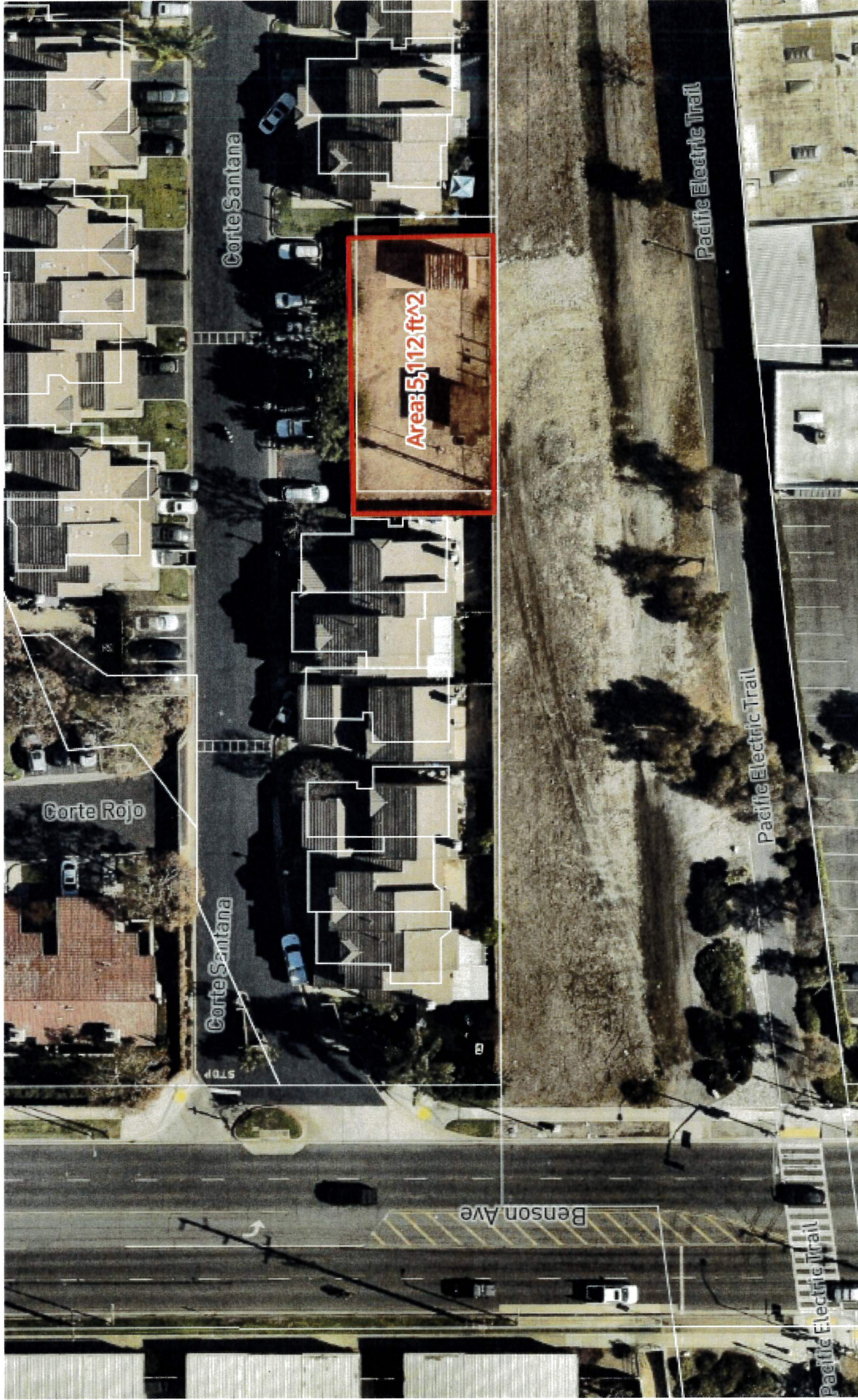
1" = 100 ft

This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.



<p>1" = 40 ft</p>	<p>1355 N. Benson Avenue</p>	<p>06/30/2025</p>	
<p>This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.</p>			

# Plant 10



1" = 50 ft	250 N. Benson Avenue	04/07/2025	
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This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.



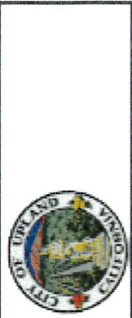
04/07/2025

149 N. Benson Avenue

1" = 50 ft

This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

# Plant 12



1258 W. 9th Street


04/07/2025

1" = 125 ft

This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

# Plant 13



1" = 50 ft	159 N. 6th Avenue	04/07/2025	
<p>This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.</p>			



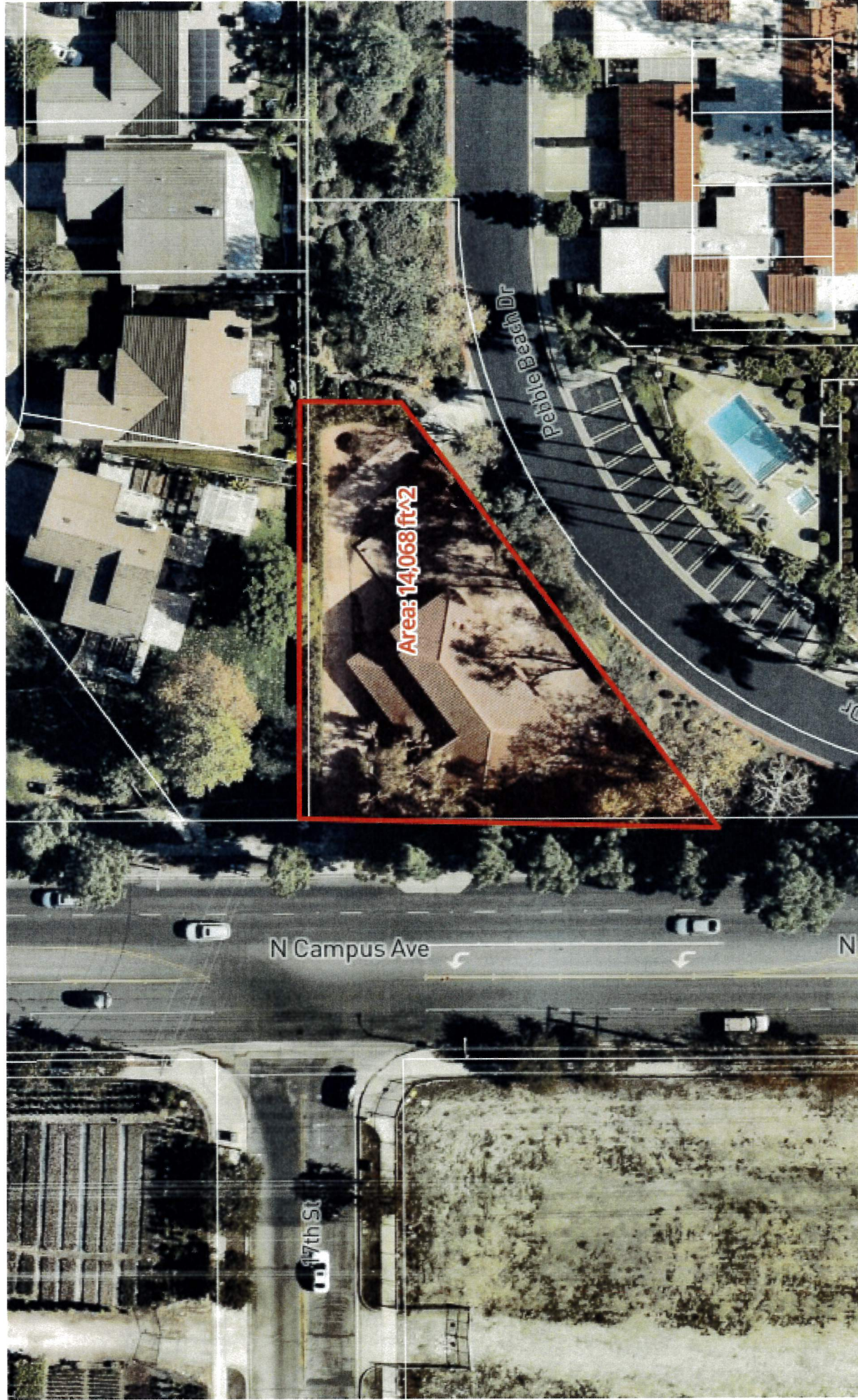
04/07/2025

455 S. Campus Ave

1" = 50 ft

This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

# Reclamation Plant



**04/07/2025**


**Campus Ave & 17th Street**

**1" = 50 ft**

This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.


# Upland Foothill Well 3



1" = 20 ft	1332 Charmaine Drive	04/07/2025	
This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.			


# West End 3



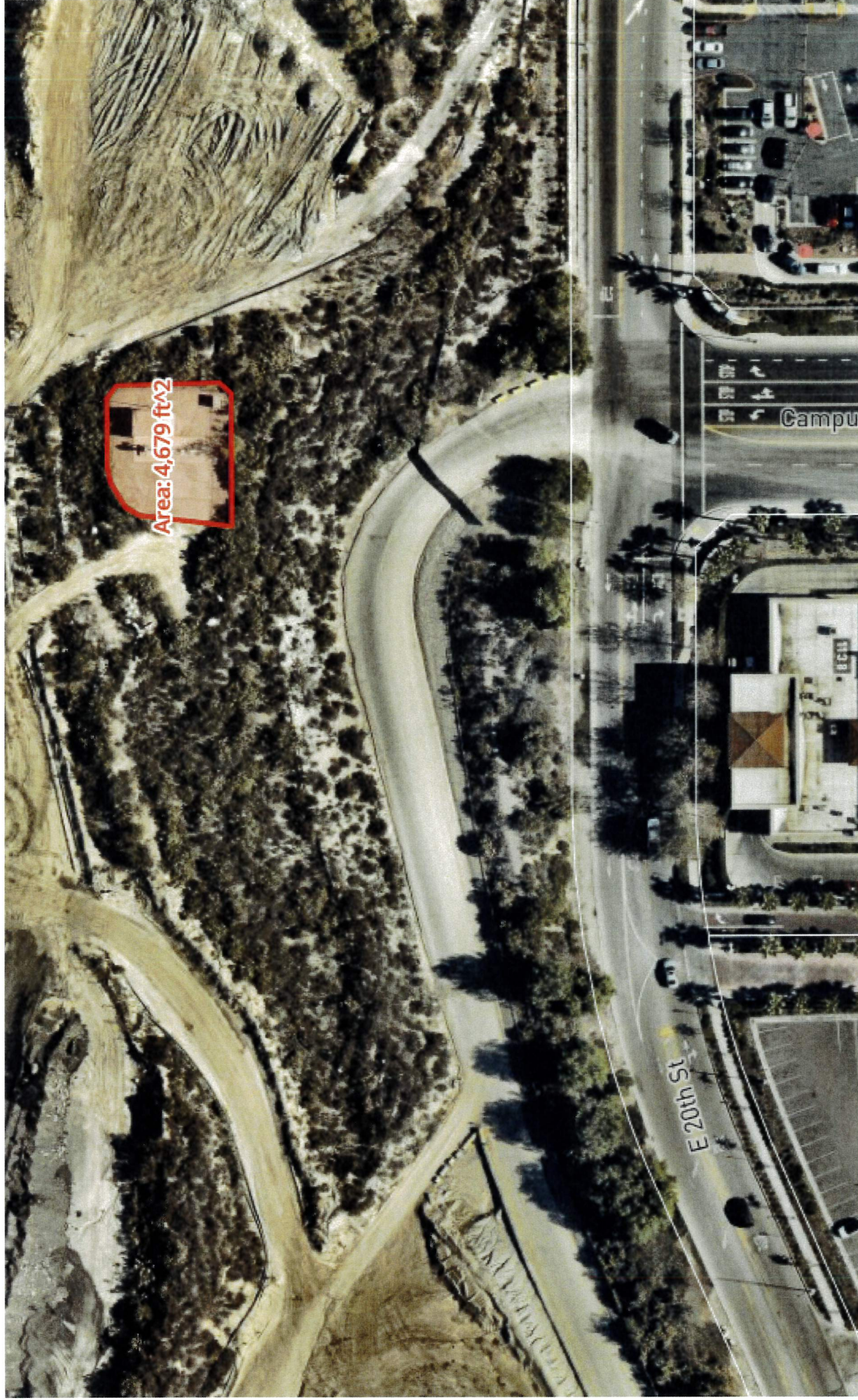
1" = 40 ft	1850 W. 16th Street	04/07/2025	
This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.			

# West End Well 4



1" = 40 ft	1850 W. 16th Street	04/07/2025	
This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.			

# City Well 15

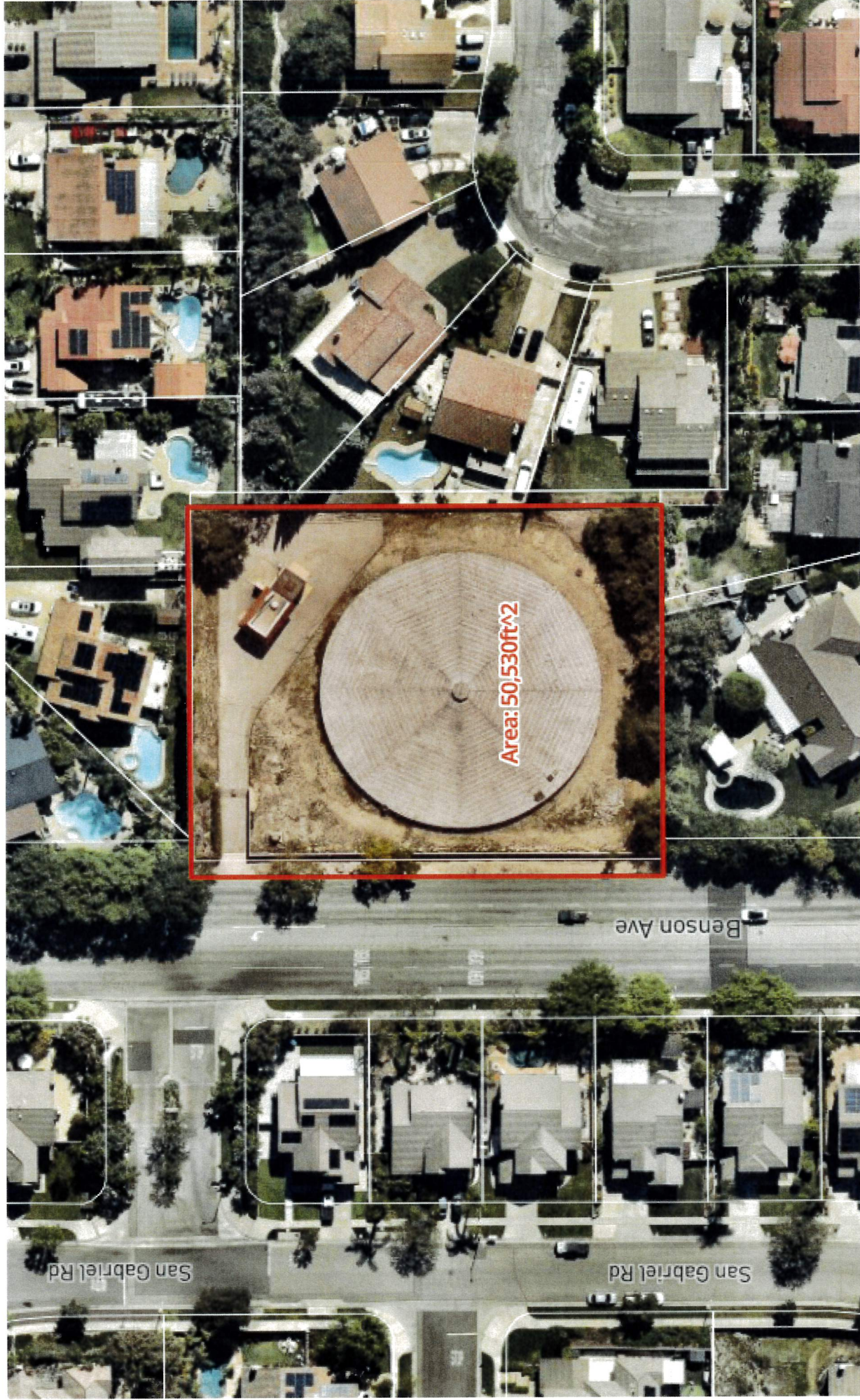


**04/07/2025**

**2006 N. Campus Ave**

**1" = 75 ft**

This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.



06/30/2025


1638 N. Benson Avenue

1" = 75 ft

This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

# Hydro Generator




1" = 50 ft	2351 Paloma Curve	04/07/2025	
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This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

# Lemon Heights Well 4



1" = 25 ft	1552 W. 16th Street	04/07/2025	
This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.			

**EXHIBIT B**

**SCHEDULE OF SERVICES**

Maintenance will be performed monthly at each site listed in Exhibit A.

**EXHIBIT C**  
**COMPENSATION**



**City of Upland**  
**Public Works Department**  
**Utilities Division**  
 1370 N. Benson Avenue  
 Upland, CA 91786  
 Telephone (909) 291-2930

**REQUEST FOR QUOTATION**  
**( THIS IS NOT AN ORDER )**

<b>REQUEST NO.</b> 1	<b>PROJECT</b> Upland Basin – Weed Abatement	<b>DATE ISSUED</b> 4/23/2025
<b>FOR INFORMATION CALL</b>		
<b>NAME</b> Jose Aguilar Assistant Engineer	<b>TELEPHONE NUMBER</b>	
	<b>AREA CODE</b> (909)	<b>NUMBER</b> 291-2979
<b>TO:</b>		
<b>NAME</b> Pat Strohman, Senior Vice President	<b>COMPANY</b> CLS Landscape Management, Inc.	
<b>STREET ADDRESS</b> 4329 State St		
<b>CITY</b> Montclair	<b>STATE</b> Ca	<b>ZIP CODE</b> 91763
<b>TELEPHONE NUMBER</b> 909-628-3005	<b>STATE CONTRACTORS LICENSE No. AND CLASSIFICATION</b> 650883	
<b>EMAIL</b> Info@clslandscape.com		
<b>PLEASE FURNISH QUOTATIONS TO THE CITY ON OR BEFORE THE FOLLOWING DATE:</b> 10:00 AM, 05/05/2025	<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the City. This request does not commit the City to pay any costs incurred in the preparation of the submission of this quotation, or to contract for supplies or service. Supplies and/or materials are of domestic origin unless otherwise indicated by quoter.	

<b>SCHEDULE</b>					
<b>ITEM NO.</b>	<b>SUPPLIES / SERVICES</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
1	Plant 1 – 2545 Mountain Lane	1	Monthly		433.00
2	Plant 2 – 1285 W. 24 <sup>th</sup> Street	1	Monthly		253.00
3	Plant 3 – 1090 W. 22 <sup>nd</sup> Street	1	Monthly		293.00
4	Plant 4 – 401 E. 19 <sup>th</sup> Street	1	Monthly		253.00
5	Plant 5 – 1505 E. 16 <sup>th</sup> Street	1	Monthly		748.00
6	Plant 6 – 580 E. 15 <sup>th</sup> Street	1	Monthly		253.00
7	Plant 7 – 1655 W. 17 <sup>th</sup> Street	1	Monthly		343.00
8	Plant 9 – 1355 N. Benson Avenue	1	Monthly		253.00
9	Plant 10 – 250 N. Benson Avenue	1	Monthly		253.00
10	Plant 11 – 149 N. Benson Avenue	1	Monthly		208.00
11	Plant 12 – 1258 W. 9 <sup>th</sup> Street	1	Monthly		208.00
12	Plant 13 – 159 N. 6 <sup>th</sup> Avenue	1	Monthly		208.00
13	Plant 14 – 455 S. Campus Avenue	1	Monthly		208.00
14	Reclamation Plant – Campus Ave & 17 <sup>th</sup> Street	1	Monthly		208.00
15	Upland Foothill Well 3 – 1332 Charmaine Drive	1	Monthly		175.00
16	West End Well 3 – 1850 W. 16 <sup>th</sup> Street	1	Monthly		253.00
17	West End Well 4 – 1850 W. 16 <sup>th</sup> Street	1	Monthly		208.00
18	City Well 15 – 2006 N. Campus Avenue	1	Monthly		253.00
19	City Well 17 – 1638 N. Benson Avenue	1	Monthly		208.00
20	Hydro Generator – 2351 Paloma Curve	1	Monthly		163.00
21	Lemon Heights 4 – 1552 W. 16 <sup>th</sup> Street	1	Monthly		208.00
<b>TOTAL:</b>					5,590.00

The City of Upland (City) has 21 sites throughout the City that need to be kept clean, safe and visually appealing. The City is soliciting quotes for the work to be performed described in this scope of work.

Scope of Work:

The purpose of this Request for Quote (RFQ) is to obtain the services of a qualified and experienced firm to provide landscaping and grounds maintenance services. The City is seeking a quote for monthly landscaping services at twenty-one (21) water facility sites.

Vendors are requested to submit a quote valid for one (1) year, with an option to extend the contract for up to three (3) additional one-year terms, subject to satisfactory performance and mutual agreement.

General Requirements:

- All services shall be performed in accordance with applicable federal, state, and local regulations.
- Work must be completed in a professional and timely manner to ensure the safety, functionality, and appearance of each site.
- The contractor is responsible for providing all labor, materials, equipment, and supervision necessary to perform the required services.
- All personnel working on-site must be properly trained and comply with the City's safety standards.

Services to Be Performed:

- Litter and Trash Removal: Remove all visible litter and trash on-site before beginning any landscaping or weed abatement activities.
- Weed Abatement: Cut down and remove all existing weeds across the site to as close to ground level as possible, ensuring a clean appearance and minimizing fire hazards.
- Clearance Around Infrastructure: Remove all weed and plant growth within a minimum radius of ten (10) feet around control gates, control structures, and other critical infrastructure.
- Herbicide Application: After weed removal, apply appropriate herbicides to dirt areas to prevent regrowth. All herbicides used must be pre-approved by the City and applied according to manufacturer guidelines and environmental safety standards.
- Hedge Trimming: Trim all hedges and shrubs to ensure they do not obstruct walkways, roadways, fence lines, or other access areas. Overgrown vegetation should be cut back to maintain a neat and functional appearance.
- Tree Maintenance:
  - Remove fallen or dangling tree limbs that can be reached safely without special equipment.
  - Trim tree canopies to maintain a minimum clearance of six (6) feet from the ground to ensure visibility and ease of movement beneath trees.
- Green Waste Disposal: Properly collect and dispose of all plant waste, trimmings, and debris off-site in accordance with local disposal regulations.

Additional Notes:

- A pre-site inspection with City staff may be required before initial service begins.
- Contractor must notify the City upon completion of services each month and provide a service report including dates of service, observations, and any issues noted.
- The City reserves the right to add or remove locations or adjust the frequency of services based on operational needs.

The successful Contractor, if a Contractor is to be selected at the City's sole discretion, shall be required to submit a Certificate of Insurance naming the City of Upland as additional insured and shall enter into an Agreement in conformance with the form as attached to this RFQ. In addition, the following shall apply:

- Working hours shall be 7:00 a.m. to 3:30 p.m., Monday through Thursday. No work shall take place on Friday, Saturday, Sunday, and recognized City holidays without prior notification to the City.
- Payment shall be made based on the progress completed.

COMPANY NAME OF QUOTER: CLS Landscape Management, Inc.			SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION: 		DATE OF QUOTATION:  5/8/25
STREET ADDRESS: 4329 State St			SIGNER: NAME (Print): Pat Strohm		TELEPHONE: 909-628-3005
CITY: Montclair	STATE: Ca	ZIP CODE: 91763	TITLE (Print): Senior Vice President		

**Enclosures:**

- Sample Maintenance Agreement
- Upland 21 Facilities Location Exhibit

# City of Upland

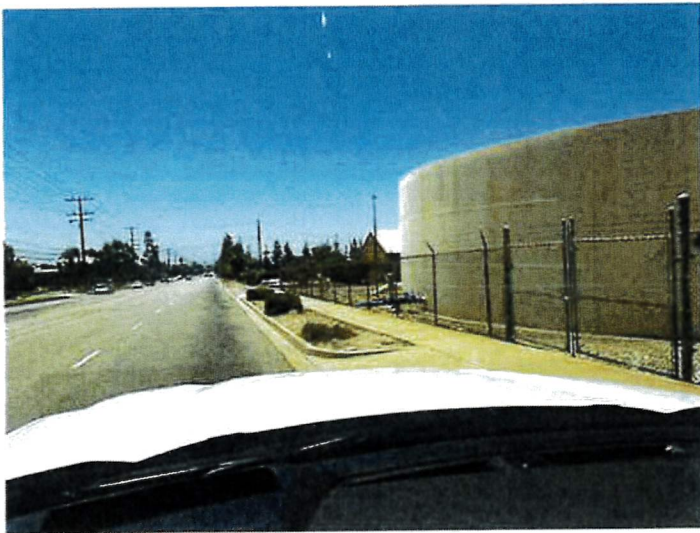
#1



#2



#3



#4



Photo #1: 1655 W. 17th St - \$225.00

Photo #2: 1638 N . Benson Ave - \$40.00

Photo #3: 1355 N. Benson - \$40.00

Photo #4: 580 E. 15th St - \$200.00

#5



Photo #5: 580 E. 15th St - \$150.00

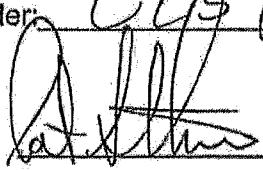
**EXHIBIT D**

**FLEET COMPLIANCE CERTIFICATION**

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).
- The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: CCG Landscape Mgmt Inc

Signature: 

Name: Pat Strahman

Title: Vice President

Date: 11/16/25



License No. 650883

4329 State Street  
Montclair, CA 91763  
Phone: (909) 628-3005  
(800) 894-9696  
Fax: (909) 464-1021  
www.clslandscape.com

November 11, 2025

City of Upland

Po Box 460

Upland, CA 91785

Attn. Liz Rodriguez

Please note that our company is exempt from the Regulation under section 2249 for the fleet compliance certification. As this does not apply to our company.

Fleet operators that must comply with ACF fall into three categories:

1. *High-priority fleets* are defined as fleets with more than 50 trucks or belonging to private companies that make more than \$50 million in annual revenue.
2. *Drayage truck fleets* are defined as fleets with trucks that operate at California ports or intermodal rail yards.
3. *Public fleets* are defined as fleets owned by state and local government agencies that own, lease, or operate medium- and heavy-duty trucks.

Thank you,

  
Laura Hansen

CFO