

FORM APPROVED COUNTY COUNSEL
BY: MS VIKTOR 6/23/09
DATE
MARSHAL VIKTOR

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

495A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
July 6, 2009

SUBJECT: Approval of a Personal Service Agreement for Landscape Maintenance Services for the Transportation Department, L&LMD No. 89-1-C, Zone 45

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the multi-purpose personal service agreement from the lowest responsive/responsible vendor based on competitive bids for landscape maintenance services administered by the Transportation Department, and:
2. Authorize the Chairman of the Board of Supervisors to execute the agreement on behalf of the County with the option to renew annually for up to two (2) additional one-year periods, and:
3. Approve the annual amount of \$48,600.00 for FY 2009-2010.

Juan C. Perez
Director of Transportation

JAW:mph
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 48,600	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ -0-	Budget Adjustment:	No
	Annual Net County Cost:	\$ -0-	For Fiscal Year:	2009/10
SOURCE OF FUNDS: L&LMD No. 89-1-Consolidated, Zone 45 assessments (100%)			Positions To Be Deleted Per A-30	<input type="checkbox"/>
			Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Tina Grande
Tina Grande

County Executive Office Signature

Policy
 Policy

Consent
 Consent

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.

District: 1

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.100

The Honorable Board of Supervisors

RE: Approval of a Personal Service Agreement for Landscape Maintenance Services for the Transportation Department, L&LMD No. 89-1-C, Zone 45

July 6, 2009

Page 2 of 2

BACKGROUND: The service required is for the landscape maintenance of parkways on County maintained roads within Landscaping & Lighting Maintenance District No. 89-1-Consolidated (L&LMD No. 89-1-C), Zone 45 (see attached map).

The Transportation Department issued a formal Request for Quote (RFQ) and solicitations were sent to 23 vendors. Eight (8) vendors attended the mandatory bidders meeting. Five (5) responses were received; three (3) responses were deemed non-responsive. The cost range was from \$32,400.00 to \$34,794.00 per year. Sierra Pacific Landscape Contractor, Inc. based in Yorba Linda was the lowest responsive/responsible bidder at \$32,400.00 annually. Sierra Pacific Landscape Contractor, Inc. provided a quote to fulfill the necessary requirements mandatory for landscaping services. Local preference did not affect low bid. This bid includes prevailing wage rates. Representatives from the Transportation Department evaluated all quotes and recommend the lowest responsive/responsible vendor, Sierra Pacific Landscape Contractor, Inc. receive the award.

The annual amount of \$48,600.00 includes a contractual contingency amount not to exceed \$16,200.00 annually for costs outside the scope of regular maintenance, including but not limited to replacement of broken sprinklers, plant damage due to vehicle accidents and disease, irrigation improvements per Ord. 859, and vandalism.

Contractor shall submit a written request to the County for any costs outside the regular scope of maintenance described in Exhibit A. Contractor understands and agrees that the costs shall not be incurred against the contingency, and the County will not be liable for such costs, without prior written authorization from the County.

County Counsel has approved the Agreement as to form.

LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED

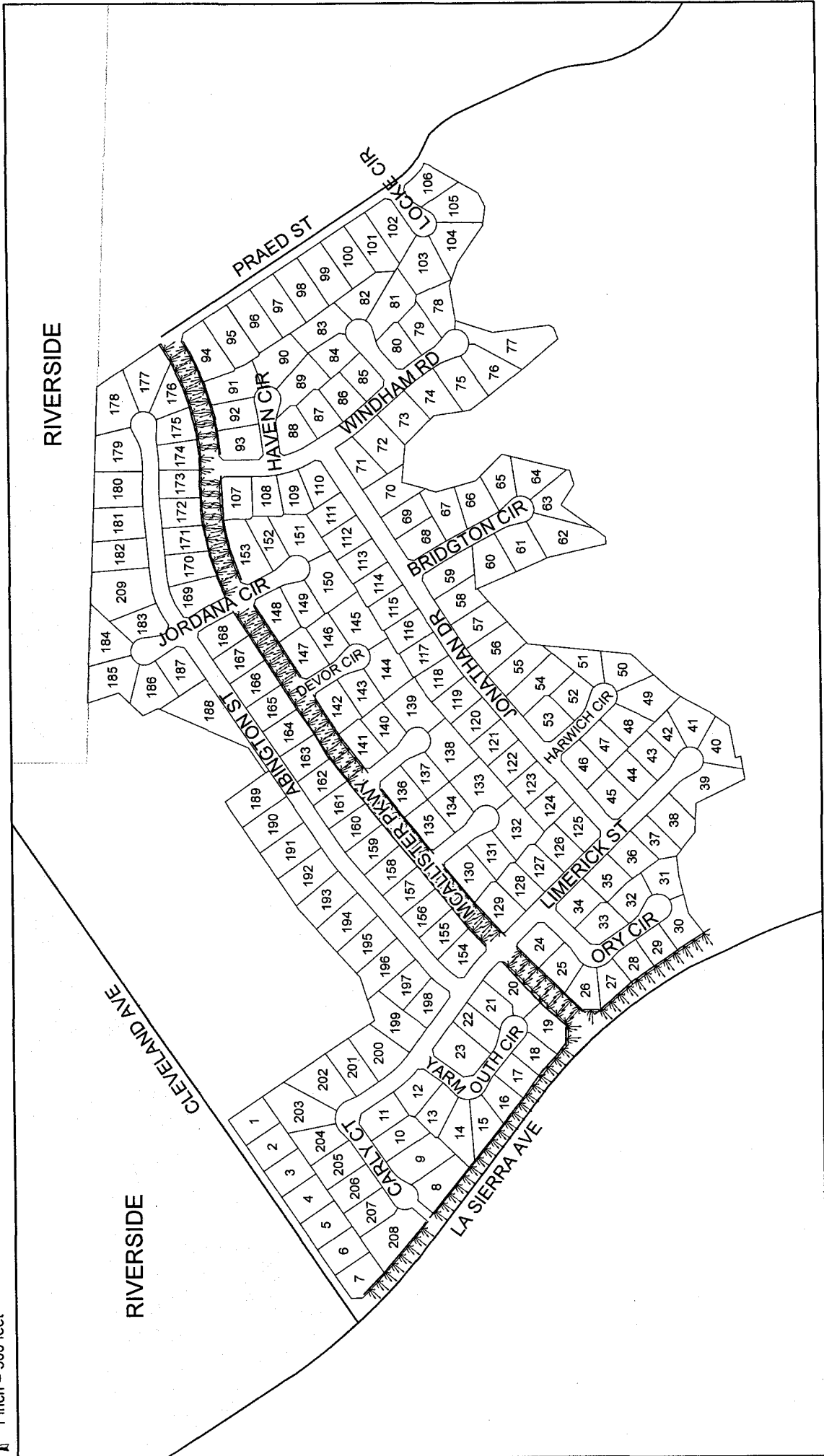
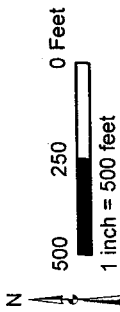
ZONE 45

PORTION OF SECTION 30, T.3S., R.6W.
TRACT MAP NO. 30295 - 209 PARCELS



The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates, modifications and may not be complete or appropriate for all purposes. County GIS information is provided for the most current information. Do not copy or reuse this map.

Printed by bduinire on 6/26/09



||||| DENOTES LANDSCAPED AND MAINTAINED PARKWAY

Contract No. 09-06-026
Riverside Co. Transportation

PROFESSIONAL SERVICE AGREEMENT

for

Landscape Maintenance Zone 45

Between

COUNTY OF RIVERSIDE

and

SIERRA PACIFIC LANDSCAPE CONTRACTOR, INC



1 This Agreement, made and entered into this ____ day of _____, 2009, by and between
2 **SIERRA PACIFIC LANDSCAPE CONTRACTOR, INC**, (herein referred to as "CONTRACTOR"), and
3 the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as
4 "COUNTY").

5 WHEREAS, Government Code Section 31000 et. seq. authorizes the COUNTY to contract for
6 services with a CONTRACTOR who is trained and experienced, and who is competent to perform the
7 services required; and

8 WHEREAS, CONTRACTOR has the expertise, special skills, knowledge and experience to perform
9 the duties set out herein.

10 NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree
11 as follows:

12 **1. Description Of Services**

13 **1.1.** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of
14 Services, consisting of six (6) pages and Exhibit B, Payment Provision, consisting of one (1) page, attached
15 hereto and by this reference incorporated herein.

16 **1.2.** CONTRACTOR represents and maintains that it is skilled to perform all services, duties and
17 obligations required by this Agreement to fully and adequately complete the project. CONTRACTOR shall
18 perform the services and duties in conformance to and consistent with the standards generally recognized as being
19 employed by professionals in the same discipline in the State of California. CONTRACTOR further represents
20 and warrants that it has all licenses, permits, qualifications and approvals of whatever nature is legally required to
21 practice its profession/service. CONTRACTOR further represents that it shall keep all such licenses and
22 approvals in effect during the term of this Agreement. Contractor Is Not To Perform Services Outside Of The
23 Contract.

24 **2. Period Of Performance**

25 **2.1.** This Agreement shall be effective upon execution of this contract and will continue in effect
26 through June 30, 2010, with the option to renew for two (2) additional years, unless terminated as specified
27 in Section 9 TERMINATION. CONTRACTOR shall commence performance of requested services upon
28 notification and shall diligently perform such services.

1 **2.2.** It is mutually agreed and understood that the obligation of the COUNTY is limited by and
2 contingent upon the availability of COUNTY of Riverside funds for the reimbursement of
3 CONTRACTOR'S fees. In the event that such funds are not forthcoming for any reason, COUNTY shall
4 immediately notify CONTRACTOR in writing. This Agreement shall be deemed terminated and have no
5 further force and effect immediately on receipt of COUNTY'S notification by CONTRACTOR. In the
6 event of such termination, CONTRACTOR shall be entitled to reimbursement of its costs in accordance
7 with Section 3 COMPENSATION.

8 **3. Compensation**

9 **3.1.** The COUNTY shall pay the CONTRACTOR for services performed and expenses incurred
10 in accordance with the terms of Exhibit B, Payment Provision, attached hereto. Maximum payments by
11 COUNTY to CONTRACTOR shall not exceed Forty-Eight Thousand, Six Hundred dollars and no cents
12 (\$48,600.00) annually including all expenses. The COUNTY is not responsible for any fees or costs
13 incurred above or beyond the contracted amount and shall have no obligation to purchase any specified
14 amount of services or products.

15 **3.1.1.** This Agreement includes a contractual contingency of 50% (\$16,200) for costs
16 outside the scope of regular maintenance, including but not limited to irrigation repairs, irrigation
17 improvements per Ord. 859, plant replacement, mulch replenishment, tree damage due to disease,
18 vandalism, vehicle accidents and other like items. CONTRACTOR shall submit a written request to
19 COUNTY for any costs outside the regular maintenance described in Exhibit B. **CONTRACTOR**
20 **UNDERSTANDS AND AGREES THAT COSTS SHALL NOT BE INCURRED AGAINST THE**
21 **CONTINGENCY, AND COUNTY WILL NOT BE LIABLE FOR SUCH COSTS, WITHOUT**
22 **PRIOR WRITTEN AUTHORIZATION FROM COUNTY.**

23 **3.2.** Said compensation shall be paid in accordance with an invoice submitted to COUNTY by
24 CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the
25 invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to
26 CONTRACTOR only after services have been rendered.

27 **3.3.** No price increases will be permitted during the first year of the price agreement. All price
28 decreases will automatically be extended to the COUNTY. The COUNTY requires bona fide proof of cost
29 increases on contracts prior to any price adjustment. After the first year of the award, a minimum of 30-days
30 advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be

1 considered. The COUNTY may enforce, adjust, negotiate, or cancel escalating price contracts or take any
2 other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the
3 period of the contract. Adjustments increasing the contractor's profit will not be allowed. Annual increases
4 shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and
5 Orange County areas and be subjected to satisfactory performance review by the using COUNTY agency
6 and approved for budget funding by the County Board of Supervisors.

7 **3.4.** Prepare invoices in duplicate. For this contract, send the original and duplicate copies of invoices
8 to:

9 RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
10 ATTN: MARK HUGHES, 8TH FL
11 PO BOX 1090
12 RIVERSIDE, CA 92502-1090

- 13 ❖ Each invoice shall contain a minimum of the following information: invoice number and date;
14 remittance address; "bill-to" and "ship-to" addresses of ordering department/division; contract
15 number (to be provided upon award); quantities; item descriptions, unit prices, extensions,
16 sales/use tax if applicable, and an invoice total.
- 17 ❖ Invoices shall be rendered "monthly" in arrears.
- 18 ❖ In the State of California, government agencies are not allowed to pay excess interest and late
19 charges, per Government Codes, Section 926.10.

20 **4. Assignment**

21 CONTRACTOR shall not delegate or assign any interest in this agreement, and shall not transfer any
22 interest in the same, whether by operation of law or otherwise, without the prior written consent of
23 COUNTY.

24 **5. Hold Harmless/Indemnification**

25 **5.1.** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies,
26 Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors,
27 elected and appointed officials, employees, agents and representatives from any liability, claim, damage or
28 action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees,
29 subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including
30 but not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole
31 expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and
32 settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments,

1 their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents
2 and representatives in any such claim or action.

3 **5.2.** With respect to any action or claim subject to indemnification herein by CONTRACTOR,
4 CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the
5 right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY;
6 provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or
7 circumscribes CONTRACTOR'S indemnification to COUNTY as set forth herein.

8 **5.3.** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has
9 provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action
10 or claim involved.

11 **5.4.** The specified insurance limits required in this Agreement shall in no way limit or
12 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the COUNTY herein from
13 third party claims.

14 **5.5.** In the event there is conflict between this clause and California Civil Code Section 2782, this
15 clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the
16 CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

17 **6. Waiver Of Default**

18 Any waiver by COUNTY of any breach of any one or more of the terms of this agreement shall not
19 be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof.
20 Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this
21 agreement shall not be construed as in any manner changing the terms hereof, or estopping COUNTY from
22 enforcement hereof.

23 **7. Availability Of Funding**

24 The COUNTY obligation for payment of any contract beyond the current fiscal year end is
25 contingent upon the availability of funding from which payment can be made. No legal liability on the part
26 of the COUNTY shall arise for payment beyond June 30 of the calendar year unless funds are made
27 available for such performance.

1 **8. Inspection of Service**

2 **8.1.** All performance (which includes services, materials, supplies and equipment furnished or
3 utilized in the performance of this contract, and workmanship in the performance of services) shall be
4 subject to inspection and test by the COUNTY at all times during the term of the contract. The
5 CONTRACTOR shall provide adequate cooperation to any inspector assigned by the COUNTY to permit
6 him/her to determine the CONTRACTOR's conformity with these specifications and the adequacy of the
7 services being contractually provided. All inspections by the COUNTY shall be made in such a manner as
8 to not unduly interfere with CONTRACTOR performance. If any services performed hereunder are not in
9 conformity with the specifications and requirements of this contract, the COUNTY shall have the right to
10 require the CONTRACTOR to perform the services in conformity with said specifications and requirements
11 at no additional increase in total contract amount. When the services to be performed are of such nature that
12 the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR
13 immediately to take all necessary steps to ensure future performance of the services in conformity with
14 requirements of the contract, and (2) reduce the contract price to reflect the reduced value of the services
15 performed.

16 **8.2.** In the event the CONTRACTOR fails to perform the services promptly or to take necessary
17 steps to ensure future performance of the service is in conformity with specifications and requirements of
18 the contract, the COUNTY shall have the right to either: (1) have the services performed in conformity with
19 the contract specifications and charge to the CONTRACTOR any cost occasioned to the COUNTY that is
20 directly related to the performance of such services; or, (2) terminate this contract for default as provided in
21 the Termination Clause. If COUNTY chooses alternative (1), the COUNTY may withhold such costs from
22 any amounts still owed to CONTRACTOR under this or any other contractual agreements with COUNTY.

23 **9. Termination**

24 **9.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served
25 upon the CONTRACTOR stating the extent and effective date of termination.

26 **9.2.** COUNTY may, upon five (5) days written notice, terminate this agreement for
27 CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the provisions of this
28 Agreement or fails to make progress so as to endanger performance and does not cure such failure within a
29 reasonable period of time. In the event of such termination, the COUNTY may proceed with the work in
30 any manner deemed proper to COUNTY.

1 **9.3.** After receipt of the Notice of Termination pursuant to paragraph 9.1 or 9.2 above,
2 CONTRACTOR shall:

- 3 ❖ Stop all work under this Agreement on the date specified in the Notice of Termination.
- 4 ❖ Transfer to COUNTY and deliver in the manner, and to the extent, if any, as directed by
5 COUNTY, any equipment, data or reports which, if the Agreement had been completed,
6 would have been required to be furnished to COUNTY.

7 **9.4.** After termination pursuant to paragraph 9.1 or 9.2 above, COUNTY shall make payment for
8 all services performed in accordance with this Agreement to the date of termination, according to the rates
9 set forth in Exhibit B.

10 **9.5.** Notwithstanding any of the provisions of this Agreement, CONTRACTOR's rights under
11 this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or
12 a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's
13 unwillingness or inability for any reason whatsoever to perform the duties hereunder; or if the Agreement is
14 terminated pursuant to Section 9. In such event, CONTRACTOR shall not be entitled to any further
15 compensation under this Agreement.

16 **9.6.** The rights and remedies of COUNTY provided in this section shall not be exclusive and are
17 in addition to any other rights and remedies provided by law or under this Agreement.

18 **10. Alteration**

19 The Board of Supervisors and the COUNTY Purchasing Agent are the only authorized COUNTY
20 representatives who may at any time, by written order, make alterations within the general scope of this
21 contract, in the definition of services to be performed, and the time (i.e. hours of the day, days of the week,
22 etc.) and place of performance thereof. If any such alteration causes an increase or decrease in the cost of,
23 or the time required for the performance of any part of the work under this contract, an equitable adjustment
24 shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in
25 writing accordingly. Any claim by the CONTRACTOR for adjustment under this paragraph shall be
26 assessed within 30 days of when the CONTRACTOR received notice of the alteration in the work.
27 Notwithstanding the foregoing, if the COUNTY Purchasing Agent decides that the facts provide sufficient
28 justification, he/she may receive and act upon any claim, which is asserted by the CONTRACTOR at any
29 time prior to final payment under this agreement. Failure to agree to any adjustment shall be a dispute

1 concerning a question of fact within the meaning of the clause of this contract entitled 'Disputes.' However,
2 nothing in this clause shall excuse the CONTRACTOR from proceeding with the contract as changed.

3 **11. Independent Contractor**

4 **11.1.** The CONTRACTOR is, for purposes arising out of this contract, an independent contractor
5 and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the
6 CONTRACTOR shall in no event, as a result of this contract, be entitled to any benefits to which COUNTY
7 employees are entitled, including but not limited to overtime, any retirement benefits, worker's
8 compensation benefits, and injury leave or other leave benefits. CONTRACTOR hereby holds COUNTY
9 harmless from any and all claims that may be made against COUNTY based upon any contention by any
10 third party that an employer-employee relationship exists by reason of this agreement.

11 **11.2.** It is further understood and agreed by the parties hereto that CONTRACTOR in the
12 performance of its obligation hereunder is subject to the control or direction of COUNTY merely as to the
13 result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the
14 means and methods for accomplishing the results.

15 **12. Subcontract For Work Or Services**

16 No contract shall be made by the CONTRACTOR with any party for furnishing any of the work or
17 services herein contained without the prior written approval of the COUNTY Contract Administrator but
18 this provision shall not require the approval of contracts of employment between the CONTRACTOR and
19 personnel assigned for services there under, or for parties named in the proposal and agreed to under any
20 resulting contract.

21 **13. Interest Of Contractor**

22 The CONTRACTOR covenants that it presently has no interest, including but not limited to, other
23 projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would
24 conflict in any manner or degree with the performance of services required to be performed under this
25 contract. The CONTRACTOR further covenants that in the performance of this contract, no person having
26 any such interest shall be employed or retained by it under this contract.

27 **14. Conduct Of Contractor**

1 **14.1.** The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interest, if
2 any, which are or which the CONTRACTOR believes to be incompatible with any interest of the COUNTY.

3 **14.2.** The CONTRACTOR shall not, under circumstances, which might reasonably be interpreted
4 as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from
5 individuals or organizations with whom the CONTRACTOR is doing business or proposing to do business,
6 in accomplishing the work under the contract.

7 **14.3.** The CONTRACTOR shall not use for personal gain or make other improper use of
8 privileged information, which is acquired in connection with this contract. In this connection, the term
9 'privileged information' includes, but is not limited to, unpublished information relating to technological and
10 scientific development; medical, personnel, or security records of the individuals; anticipated materials
11 requirements or pricing actions; and knowledge of selection of CONTRACTORS or subcontractors in
12 advance of official announcement.

13 **14.4.** The CONTRACTOR or employees thereof shall not offer gifts, gratuity, favors, and
14 entertainment directly or indirectly to COUNTY employees.

15 **15. Disallowance**

16 In the event the CONTRACTOR receives payment for services under this contract which is later
17 disallowed for nonconformance with the terms and conditions herein by the COUNTY, the CONTRACTOR
18 shall promptly refund the disallowed amount to the COUNTY on request, or at its option, the COUNTY
19 may offset the amount disallowed from any payment due to the CONTRACTOR under any contract with
20 the COUNTY.

21 **16. Disputes**

22 **16.1.** In the event of a dispute arising out of or relating to this Contract, the parties shall attempt to
23 settle the matter amicably at the working level. If the parties are unable to resolve the dispute, the matter
24 shall be submitted to the senior management of the parties.

25 **16.2.** The Parties agree to continue with performance of the Agreement during any such dispute
26 period and resolution thereof.

1 **17. Governing Law; Jurisdiction; Severability**

2 This Agreement shall be governed by the laws of the State of California. Any legal action related to
3 the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of
4 California located in Riverside, California, and the parties waive any provision of law providing for a
5 change of venue to another location. Prior to the filing of any legal action, the parties shall be obligated to
6 attend a mediation session with a third party mediator in an attempt to resolve the dispute. In the event any
7 provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or
8 unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or
9 invalidated in any way.

10 **18. Insurance**

11 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the
12 COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost
13 and expense, the following insurance coverage's during the term of this Agreement.

14 **18.1. Workers' Compensation**

15 If the CONTRACTOR has employees as defined by the State of California, the
16 CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by
17 the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including
18 Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be
19 endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed
20 Servant/Alternate Employer Endorsement.

21 **18.2. Commercial General Liability**

22 Commercial General Liability insurance coverage, including but not limited to, premises
23 liability, contractual liability, products and completed operations liability, personal and advertising injury
24 covering claims which may arise from or out of CONTRACTOR'S performance of its obligations
25 hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of
26 Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed
27 officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than
28 **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it
29 shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

1 **18.3. Vehicle Liability**

2 If CONTRACTOR'S vehicles or mobile equipment are used in the performance of the
3 obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned,
4 non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single
5 limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be
6 no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts,
7 and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors,
8 employees, elected or appointed officials, agents or representatives as Additional Insureds.

9 **18.4. General Insurance Provisions - All lines**

10 **18.4.1.** Any insurance carrier providing insurance coverage hereunder shall be admitted to
11 the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such
12 requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager
13 waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for
14 one policy term.

15 **18.4.2.** The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or
16 self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such
17 deductibles and/or retentions shall have the prior written consent of the COUNTY Risk Manager before the
18 commencement of operations under this Agreement. Upon notification of deductibles or self insured
19 retention's unacceptable to the COUNTY, and at the election of the Country's Risk Manager,
20 CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as
21 respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and
22 related investigations, claims administration, and defense costs and expenses.

23 **18.4.3.** CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the
24 COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified
25 original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in
26 writing by the COUNTY Risk Manager, provide original Certified copies of policies including all
27 Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said
28 Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30)
29 days written notice shall be given to the COUNTY of Riverside prior to any material modification,
30 cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification,
31 cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the

1 COUNTY of Riverside receives, prior to such effective date, another properly executed original Certificate
2 of Insurance and original copies of endorsements or certified original policies, including all endorsements
3 and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full
4 force and effect. ***CONTRACTOR shall not commence operations until the COUNTY has been furnished***
5 ***original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance***
6 ***including all endorsements and any and all other attachments as required in this Section. An individual***
7 ***authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each***
8 ***policy and the Certificate of Insurance.***

9 **18.4.4.** It is understood and agreed to by the parties hereto and the insurance company(s), that
10 the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance,
11 and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs
12 shall not be construed as contributory.

13 **18.4.5.** The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement
14 or any extension thereof, there is a material change in the scope of services; or, there is a material change in
15 the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft)
16 the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the
17 monetary limits of liability for the insurance coverage's currently required herein, if; in the COUNTY Risk
18 Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has
19 become inadequate.

20 **18.4.6.** CONTRACTOR shall pass down the insurance obligations contained herein to all
21 tiers of subcontractors working under this Agreement.

22 **18.4.7.** The insurance requirements contained in this Agreement may be met with a
23 program(s) of self-insurance acceptable to the COUNTY.

24 **19. Licensing And Permits**

25 **19.1.** Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and
26 Professions Code concerning the licensing of CONTRACTORs. All offerers and CONTRACTORs shall be
27 licensed, if required, in accordance with the laws of this State and any offerer or CONTRACTOR not so
28 licensed is subject to the penalties imposed by such laws.

29 **19.2.** CONTRACTOR further warrants that it has all necessary permits, approvals, certificates,
30 waivers and exemptions necessary for the provision of services hereunder and required by the laws and

1 regulations of the United States, State of California, the COUNTY of Riverside and all other appropriate
2 governmental agencies, and shall maintain these throughout the term of this agreement.

3 **20. Air, Water Pollution Control, Safety And Health**

4 CONTRACTOR shall comply with all air pollution control; water pollution, Safety and Health
5 Ordinances and statues, which apply to the work performed pursuant to this contract, including any
6 requirements, specified in state government codes.

7 **21. OSHA Regulations**

8 CONTRACTOR hereby certifies awareness of the Occupational Safety and Health Administration
9 (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA
10 standards, laws and regulations relating thereto, and verifies that all performance under this Agreement shall
11 be in compliance therewith.

12 **22. Right To Acquire Equipment And Services**

13 Nothing in this agreement shall prohibit the COUNTY from acquiring the same type or equivalent
14 equipment and/or service from other sources, when deemed by the COUNTY to be in its best interest.

15 **23. Use By Political Entities**

16 This agreement between the COUNTY and the CONTRACTOR for the COUNTY's requirements of
17 select item(s) of personal services, the CONTRACTOR agrees to extend the same pricing, terms and
18 conditions to each and every political entity, special district, and related non-profit entity in Riverside
19 COUNTY. It is understood that political entities, special districts and related non-profit entities shall make
20 purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR holding
21 the COUNTY harmless. The COUNTY of Riverside may, at its option, charge an administrative fee to
22 those political entities, special districts and related non-profit entities that avail themselves use of this
23 agreement. The CONTRACTOR(s) shall report annually or as otherwise requested by the COUNTY, usage
24 and total sales dollar amount information for each individual political entity, special district, and related
25 non-profit entity utilizing COUNTY awards.

1 **24. Contractor's Responsibility**

2 **24.1.** It is understood that the CONTRACTOR has the skills, experience and knowledge necessary
3 to perform the services agreed to be performed under this Agreement, and that the COUNTY relies on upon
4 the CONTRACTOR'S representations about its skills, experience and knowledge to perform the
5 CONTRACTOR'S services in a competent manner. Acceptance by the COUNTY of the services to be
6 performed under this Agreement does not operate as a release of said CONTRACTOR from responsibility
7 for the work performed.

8 **24.2.** It is further understood and agreed that the CONTRACTOR is apprised of the scope of the
9 work to be performed under this Agreement and the CONTRACTOR agrees that said work can and shall be
10 performed in a fully competent manner.

11 **25. Conflict Of Interest**

12 CONTRACTOR shall have no interest, and shall not acquire any interest, direct or indirect, which
13 will conflict in any manner or degree with the performance of services required under this Agreement.

14 **26. Non-Discrimination**

15 CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits,
16 accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race,
17 religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex
18 in the performance of this Agreement, and, to the extent they shall be found to be applicable hereto, shall
19 comply with the provisions of the California Fair Employment Practices Act (commending with Section
20 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), and the Americans with
21 Disabilities Act of 1990 (42 U.S.C. S1210 et seq.).

22 **27. Assurances**

23 CONTRACTOR will comply with the COUNTY policies and procedures where applicable. In the
24 event that the policies and procedures promulgated by the COUNTY are more restrictive, but not in conflict
25 with Federal or State policies and procedures, those issued by the COUNTY will prevail.

26 **28. Records And Documents**

1 CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or
2 COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to
3 certify the nature and extent of the costs of the services provided by CONTRACTOR. All such books and
4 records shall be maintained by CONTRACTOR for at least five years from the termination of this
5 Agreement and be available for audit by the COUNTY. CONTRACTOR to provide COUNTY with reports
6 and information relative to this Agreement and in accordance with terms set forth herein, as requested by
7 COUNTY.

8 **29. Monitoring**

9 CONTRACTOR hereby agrees to establish procedures for self-monitoring and shall permit an
10 appropriate official of the COUNTY, State or Federal government to monitor, assess or evaluate
11 CONTRACTOR'S performance under this Agreement upon reasonable notice to CONTRACTOR and at
12 any reasonable time.

13 **30. Confidentiality**

14 The Contractor shall protect from unauthorized disclosure names and other identifying information
15 concerning persons receiving services pursuant to this Agreement, except for statistical information not
16 identifying any client. The Contractor shall not use such information for any purpose other than carrying
17 out the Contractor's obligations under this Agreement. The Contractor shall promptly transmit to the
18 COUNTY all requests for disclosure of such information not emanating from the client. The Contractor
19 shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client,
20 any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall
21 include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to
22 the individual, such as finger or voice print or a photograph.

23 **31. Administration/Contract Liaison**

24 The COUNTY of Riverside Purchasing Agent, or designee, shall administer this Agreement on
25 behalf of the COUNTY. The Purchasing department is to serve as its liaison with CONTRACTOR in
26 connection with this agreement.

27 **32. Notices**

1 All correspondence and notices required or contemplated by this Agreement shall be delivered to the
2 respective parties at the addresses set forth below and are deemed submitted one day after their deposit in
3 the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Transportation Department
4080 Lemon St., 8th Floor
Riverside, CA 92502-1090
Attn: Mark P. Hughes
(951) 955-6767

CONTRACTOR

Sierra Pacific Landscape Contractor, Inc
22605 La Palma Ave., Suite #514
Yorba Linda, CA 92887
Attn: Mike "Mac" McCarthy
(714) 692-8100

4 **33. Force Majeure**

5 **33.1.** In the event CONTRACTOR is unable to comply with any provision of this agreement due
6 to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts,
7 CONTRACTOR shall not be held liable to COUNTY for such failure to comply.

8 **33.2.** In the event COUNTY is unable to comply with any provision of this agreement due to
9 causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, COUNTY
10 shall not be held liable to CONTRACTOR for such failure to comply.

11 **34. Mutual Cooperation**

12 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance
13 of services for the COUNTY under this Agreement, including providing the CONTRACTOR with
14 reasonable facilities and timely access to COUNTY data, information and personnel. The COUNTY shall
15 be responsible for the performance of its employees and agents and for the accuracy and completeness of all
16 data and information provided to the CONTRACTOR.

17 **35. EDD Reporting Requirements**

18 **35.1.** In order to comply with child support enforcement requirements of the State of California,
19 the COUNTY of Riverside may be required to submit a Report of Independent Contractor(s) form **DE 542**
20 to the Employment Development Department. The selected contractor agrees to furnish the required
21 Contractor data and certifications to the COUNTY of Riverside within 10 days of notification of award of
22 contract when required by the EDD.

23 **35.2.** It is expressly understood that this data will be transmitted to governmental agencies charged
24 with the establishment and enforcement of child support orders and for no other purposes and will be held

1 confidential by those agencies. Failure of the contractor to timely submit the data and/or certificates
2 required may result in contract being awarded to another Contractor. In the event a contract has been
3 issued, failure of the Contractor to comply with all federal and state reporting requirements for child support
4 enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of
5 Assignment shall constitute a material breach of contract. Failure to cure such breach within 60 calendar
6 days of notice from the COUNTY shall constitute grounds for termination of the contract.

7 **35.3.** If you have any questions concerning this reporting requirement, please call (916) 657-0529.
8 You may also contact your local Employment Tax Customer Service Office listed in your telephone
9 directory in the State Government section under "Employment Development Department," or you may
10 access their Internet site at www.edd.ca.gov.

11 **36. Entire Agreement**

12 This Agreement, including any Statement(s) of Work entered into pursuant to it, constitutes the
13 entire agreement of the parties hereto with respect to its subject matter and supersedes all prior and
14 contemporaneous representations, proposals, discussions and communications, whether oral or in writing.
15 This Agreement may be changed or modified only by a written amendment signed by authorized
16 representatives of both parties.

1 IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute
2 this Agreement.
3
4

COUNTY:

County of Riverside
4080 Lemon Street
Riverside, CA 92501

CONTRACTOR:

Sierra Pacific Landscape Contractor, Inc
22605 La Palma Ave., Suite #514
Yorba Linda, CA 92887

5
6
7 Signature: _____

Signature: Mike McCarty

8
9 Print Name: Jeff Stone

Print Name: Mike McCarty

10
11 Title: Chairman, of the Board of Supervisors

Title: Director

12
13 Dated: _____

Dated: 6-26-09

14
15
16 ATTEST:

17 Kecia Harper-Ihem, Clerk of the Board

18
19
20 BY _____
21 Deputy

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34 BY _____
35 "County" (Seal)

36
37 APPROVED AS TO FORM:

38
39
40 BY M. L. Victor Dated: 6/23/09
41 MARSHA L. VICTOR
42 County Counsel

**EXHIBIT A
SCOPE OF SERVICE**

RFQ Scope of Service and Project Location for Zone 45

1.1. Prevailing Wage

Pursuant to the labor code, the governing board of the owner has obtained from the director of the Department of Industrial Relations, State of California, his/her determination of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, as set forth on the schedule which is on file at the principal office of the Owner, and which will be made available to any interested person upon request.

Contractor's Requirements: For all repair/new installation/maintenance work at these locations, the successful contractor must adhere to the following:

- A. Contractor and/or Sub-contractors must possess the proper Contractors license issued by the State of California for each craft or type of workman or mechanic needed to execute the contract.
- B. Upon request, provide to the Purchasing Department a certificate of liability insurance form listing "the County of Riverside" as additional insured and proof of Worker's Compensation Insurance for his employees.
- C. Pay his employees the general prevailing rate of wages for each craft or type of workman or mechanic needed to execute the contract.
- D. Submit certified payroll per form DLSE Form A-1-131
available at: <http://www.dir.ca.gov/dlse/DLSEFormA-1-131.pdf>

1.2 Requirements

- A. Meet prevailing wage requirements as set forth in Section 1.1.
- B. Furnish all necessary transportation, permits, insurance and taxes, in their performance of the scope of services.
- C. Provide all labor, materials, tools, equipment, traffic control, fuel, and supervision necessary to maintain the landscaping and irrigation systems as required.
- D. Schedule work during normal working hours, Monday thru Friday, 7:00 A.M. to 5:00 P.M. Prior approval by the appropriate Transportation Department staff is required for any and all work outside normal working hours, with the exception of emergency situations.
- E. JOB SITE - Claims for allowances due to Contractor's error or negligence, in acquainting themselves with the site, shall not be recognized.
- F. DRESS CODE AND APPEARANCE – The Contractor shall be required to provide uniforms, with the company name imprinted on them, for the contracted personnel. Contracted personnel shall wear uniforms, at all times, when on Landscaping and Lighting Maintenance District projects.
- G. TRAFFIC CONTROL - Traffic Control is the sole responsibility of the Contractor.
- H. VEHICLE LABELING – The Contractor shall provide company name, telephone number, and Contractor's License number on all vehicles.
- I. VEHICLE SAFETY – The Contractor shall provide on their onsite vehicles a 'backup warning device' that operates automatically while the vehicle is backing, such as a buzzard, bell, horn, etc. Vehicles should be parked in such a manner as not to create a hazard or block signage. The Contractor shall provide on all of their vehicles a high-intensity rotating, flashing, oscillating or strobe light on their vehicles. Vehicle hazard warning signals may be used to supplement the above required lighting, but not as a replacement.

- J. VEHICLE OCCUPANCY – Contractor shall not exceed passenger vehicle occupancy safety ratings.
- K. LICENSING – SHALL MAINTAIN AND SHALL PROVIDE A COPY OF EACH OF THE FOLLOWING LICENSES:
1. The Contractor shall have a current and valid California Landscape (C-27) Contractor's License;
 2. A current and valid copy of the Contractor's Qualified Applicator License (QAL) including "B" & "C" Categories from a full-time permanent employee on staff;
 3. A current and valid copy of the Pest Control Business License issued to the company performing the landscape work and must have the Pest Control Business License registered with the Riverside County Agriculture Commissioner. A Pest Control Business License is required due to the right-of-way conditions and common public areas. See Exhibit 4. More information is available at:
<http://www.cdpr.ca.gov/docs/license/liotypes.htm>
- L. INSURANCE – SHALL MAINTAIN AND SHALL PROVIDE A COPY OF EACH OF THE FOLLOWING CERTIFICATES:
1. Provide a copy of a Certificate of Current Liability Insurance (min \$1,000,000 per occurrence);
 2. Provide a copy of a Certificate of Current Automobile Liability Insurance (min \$1,000,000 per occurrence);
 3. Provide a copy of a Certificate of Current Workers Comp. and Employers Liability Insurance (min \$1,000,000 per occurrence).
- M. STANDARDS – All tree, shrub, and other woody plant work shall be completed in compliance with Approved American National Standard (ANSI) A300 Standards.
- N. EMERGENCY SERVICES – The Contractor shall make available emergency service on a 24 hour a day, seven day per week basis.
- O. QUALITY ASSURANCE – The Contractor shall use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of all work contained in these specifications.

1.3 Parkways

- A. The Contractor shall maintain all parkways in a weed-free condition. **All areas shall be checked weekly and any visible weeds shall be removed.**
- B. The Contractor shall maintain all parkways in a trash-free condition. **All areas shall be checked weekly and any visible trash shall be removed.**
- C. The Contractor shall control all pests and diseases, including rodents and snails. Time and materials shall be all-inclusive in the monthly cost. An extreme case may be an extra at the County's discretion.
- D. The Contractor shall trim any dead material from all shrubs, bushes, and groundcover to maintain a pleasing appearance at all times.
- E. The Contractor shall trim and edge all groundcover adjacent to all hardscape and around all tree and shrub trunks to maintain a pleasing appearance at all times.
- F. The Contractor shall trim and edge around all fixed objects including fire hydrants, telephone poles, irrigation boxes, utilities fixtures, and other noticeable items.
- G. The Contractor shall trim and keep all shrubs and bushes at reasonable height, species specific. Bushes and shrubs shall be maintained to prevent any line of sight conditions. Bushes and shrubs shall be maintained at least two blocks below the top of a block wall. Extreme pruning is not permitted. Natural appearance is preferred.

- H. All tree, shrub, and other woody plant work shall be completed in compliance with Approved American National Standard (ANSI) A300 Standards.
- I. Gutters, curbs, and sidewalks shall be cleaned off weekly and debris removed from the site. Gutters, curbs, and sidewalks shall be free of leaves, dirt, trash, and other non-beneficial items. Weeds between the pavement and gutter, gutter and sidewalk, and between sidewalk sections shall be removed weekly.
- J. Drainage facilities integrated within the landscaped area shall be kept clear and all trash and debris shall be removed weekly.
- K. Illegal signs shall be removed weekly and disposed of in the trash.

1.4 Tree Care

- A. Contractor shall control all pests and diseases, including rodents and snails. Time and materials shall be all-inclusive in the monthly cost. An extreme case may be an extra at the County's discretion.
- B. Contractor shall remove damaged branches in compliance with Approved American National Standard (ANSI) A300 Standards, at no additional cost to the County.
- C. Contractor shall re-stake and support trees when necessary, stake and ties to be placed so no chafing of bark occurs. All work shall be in compliance with Approved American National Standard (ANSI) A300 Standards, at an additional cost to the County.
- D. Contractor shall check all guys and ties frequently to prevent girding.
- E. Contractor shall irrigate as required to maintain adequate growth rate and appearance.
- F. Tree trimming above 12 feet will not be the responsibility of the Landscape Maintenance Contractor. Tree trimming shall be restricted to line of sight, low hanging branches, or other necessity. Any tree trimming shall be in compliance with Approved American National Standard (ANSI) A300 Standards.

1.5 Fertilization, Post-Emergent, and Pre-Emergent

- A. Plant material shall be fertilized according to their individual needs to maintain good health, vigor and color throughout the year.
- B. Fertilizers shall be applied a **minimum** of four (4) times a year.
- C. A slow release fertilizer shall be used, with a total annual application between 3-4 pounds of actual Nitrogen (N) per a thousand (1,000) square feet.
- D. Fertilizers shall have a ratio of 3:1:1 or 3:1:2 and shall have a salt index level less than 50.
- E. Fertilization of plant material shall be in compliance with Approved American National Standard (ANSI) A300 Standards.
- F. Manufacturer, type, amount and date of application shall appear on the invoice for the period at which it was applied.
- G. Contractor shall supply soils report(s) at cost to the County, at the County's request.
- H. Contractor shall apply a pre-emergent systemic herbicide throughout the project as needed or by the request of the County.
- I. Contractor shall apply a post-emergent systemic herbicide throughout the project as needed or by the request of the County.
- J. Whenever herbicides are used, Contractor shall apply when air currents are still to prevent herbicide drift onto adjacent property, and to prevent any toxic exposure to persons whether or not they are in or on the grounds.
- K. Contractor shall be responsible for any legal issues arising from the use of chemicals and their application. Contractor shall report any chemical based violations to the County.
- L. The cost for chemicals and their application is the responsibility of the Contractor.

1.6 Irrigation**A. The Contractor shall be responsible for all water costs.**

The Transportation Department will receive and pay for all water invoices and the Contractor shall reduce the monthly service invoice by the water invoice amount.

B. The water costs must be included in your bid.

For information regarding the average annual water costs for this project contact:

Mark Hughes, Senior Engineering Technician @ 951-955-6767

C. The Contractor shall maintain the complete irrigation system in an operable condition.**D. The Contractor shall adjust water application to compensate for changes in weather.**

Irrigation systems shall be shut off when rain occurs.

E. The Contractor shall set run times for the irrigation system for the promotion of good health, vigor, and color throughout the year. Plant stress/decline presumed to be from lack of irrigation will be grounds for immediate termination of the contract.**F. The Contractor shall make a dedicated effort not to overwater plant material and cause plant decline. Contractor shall make a dedicated effort to abide by Riv. Co. Ord. 859.****G. Irrigation efficiency shall not be decreased by any means. "VAN" type nozzles are not a substitution for "MPR" nozzles. Repair items shall be equal or of greater quality than original.****H. No repairs over \$100.00 shall be performed without written prior approval from L&LMD administration. Unapproved repairs will be the responsibility of the Contractor. Contractor shall charge a reasonable wholesale price, and include tax within the item cost. Contractor shall use maps provided by the L&LMD to document locations of said repairs.****I. Irrigation labor shall be restricted to work done on the premises only. Chasing parts and delivery are the responsibility of the Contractor.****J. Repair or replacement of equipment damaged as a result of the Contractor's negligence shall be repaired/replaced at the Contractor's expense. All repairs shall be made within one watering period.****K. Landscape Contractor on a weekly basis shall verify, inspect, clean and repair, as required, all irrigation heads for full coverage and adjustments. Inspections and repairs shall be made by an irrigation professional well versed with basic and advanced irrigation principles. It is not advised to have the maintenance crew perform advanced repairs and/or replacement. The irrigation system will periodically be run on a station test mode to flush backflows, master valves, station valves, and reduce odors in irrigation systems.****1.7 Safety****A. Contractor shall be solely responsible for the condition of the premises on which the work is performed and for safety of the premises on which the work is performed. This requirement shall not be limited to normal working hours, but shall apply continuously.****B. Contractor shall conform to all governing safety regulations.****C. Contractor is not authorized to block a traffic lane unless all legal traffic control measures are in place, and the County has been notified of the intended closure 72 hours in advance.****D. Contractor shall not trespass, perform illegal activities, or walk on top of walls.****E. Contractor shall be in compliance with Approved American National Standard (ANSI) Z133.1-2006 Standards.****F. Contractor shall use ladders in a safe and responsible manner.****G. Contractor shall be responsible for the proper education of their employees on all equipment used by the employees. Contractor shall perform annual safety instruction.****1.8 General**

- A. Leaves, paper, weeds, clippings and other debris shall be removed from landscaped areas and disposed of legally offsite by the Contractor. Contractor is not permitted to leave any clippings, trimmings, or associated piles overnight.
- B. Contractor shall clean roadways and other areas dirtied by his maintenance operations. Contractor shall not blow any major or minor materials into the roadways at any time.
- C. Contractor shall clean sidewalks, curbs, gutters, and drains weekly of debris and weeds.
- D. Contractor shall furnish all labor and materials necessary to accomplish maintenance in accordance with foregoing specifications.
- E. Whenever herbicides are used, **Contractor shall apply when air currents are still to prevent herbicide drift onto adjacent property**, and to prevent any toxic exposure to persons whether or not they are in or on the grounds. Damage to adjacent formal plant material deemed to be damaged by herbicide use will be replaced by the Contractor, at the Contractors' expense.
- F. Contractor shall submit and maintain a current maintenance schedule for this and all L&LMD projects, to be updated as needed to maintain an accurate schedule.
- G. If, during the effective period of this agreement, the Contractor violates any of the provisions of this contract or fails to properly provide the service required by this Contract, the L&LMD administrator will, **on thirty (30) days written notice to the Contractor, initiate termination procedures of this agreement.**
- H. Contractor shall not wash down hardscape, sidewalks, curbs, and gutters with water in any instance the runoff would enter a storm drain or any other waterway. Contractors shall not wash down any equipment with water on any project where runoff would enter a storm drain or any other waterway. Proper cleaning of sidewalks, curbs, gutters, streets, and hardscape include raking, blowing, sweeping, and vacuuming. Remember - "ONLY RAIN IN THE STORM DRAIN".
- I. Contractor shall focus on spill prevention, spill control, and spill cleanup at all times while on L&LMD maintenance activities. Contractor shall practice safe storage practices of all chemicals and landscape products at all times while on L&LMD maintenance activities. Contractor shall readily cleanup any spills associated with their maintenance activities including: blowing excess fertilizer into a landscaped area only; preventing fuel spillage during refueling activities; seal leaking containers (glue & primer), etc.

1.9 Extra Work and Warranty Period

- A. All extra work must have written approval prior to the work being performed.
- B. Any products or services not otherwise specified in this specification shall be negotiated between the Landscape Maintenance Contractor and the County at a price agreed upon by both parties.
- C. A one-year unconditional warranty shall be in effect for any extra work completed by the Contractor. The warranty shall cover all materials and workmanship.

1.10 End of Contract - Plant Replacement/Water Costs

- A. Thirty (30) days prior to the termination of the maintenance contract, an inspection of any foliage will be conducted by the Contractor and the County. Any foliage deemed by the County to be in poor condition will be replaced at the Contractor's expense.
- B. Contractor shall be responsible for water costs up to and including the last day on the contract. Contractor will wait for final water bills prior to invoicing County for last month of landscape maintenance.

1.11 Performance Evaluation

- A. The performance of the maintenance work will be reviewed and monitored by the County on an ongoing basis.
- B. The County may review individual landscaped areas at any given time with or without the presence of the Landscape Maintenance Contractor.
- C. During these reviews, the County will utilize a Landscape Maintenance Evaluation Checklist to document the findings.
- D. Implementing a rating scale for designated landscape maintenance tasks and overall performance will be evaluated on a point system. A rating falling below 70% of all possible points will be deemed unsatisfactory.
- E. **A 10% reduction of the monthly payment amount will be assessed for each month the evaluation rating is defined unsatisfactory. Two consecutive ratings may, at the discretion of the County, result in termination of the entire contract.**

1.12 Project Location

Landscaping and Lighting Maintenance District No. 89-1-Consolidated, Zone 45

- Location 1 – La Sierra Area – Parkway landscaping located on both sides of McAllister Pkwy between La Sierra Ave. and Praed St.; Parkway Landscaping located on the east side of La Sierra Ave. between McAllister Pkwy. and southerly tract boundary (approximately 500 feet); Parkway Landscaping located on the east side of La Sierra Ave. between McAllister Pkwy. and Cleveland Ave.

**EXHIBIT B
PAYMENT PROVISION**

COST PROPOSAL

The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.

Zone 45		
Project	Location	Monthly service charge including water charges
1	La Sierra	\$2,700.00
	La Sierra Area – Parkway landscaping located on both sides of McAllister Pkwy between La Sierra Ave. and Praed St.; Parkway Landscaping located on the east side of La Sierra Ave. between McAllister Pkwy. and southerly tract boundary (approximately 500 feet); Parkway Landscaping located on the east side of La Sierra Ave. between McAllister Pkwy. and Cleveland Ave.	
Monthly Grand Total		\$2,700.00

**COST PROPOSAL - EXTRA WORK
Landscaping & Lighting Maintenance District No. 89-1-CONSOLIDATED**

Description	Labor and Material Cost
Plant 1 (15) gallon tree with 2 stakes and ties	\$98.00
Plant 1 Flat of Ground Cover	\$22.00
Plant 5 Gallon Shrub	\$7.50
Plant 1 Gallon Shrub	\$22.00

Description	Labor Cost Per Hour
Laborer	\$21.00
Irrigation Technician	\$38.00
Foreman	\$26.00