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

951A

FROM: TLMA - Transportation Department

SUBMITTAL DATE: August 19, 2010

SUBJECT: Approval of a Personal Service Agreement for Landscape Maintenance Services for the Transporation Department - Wildomar L&LMD 89-1- C, Zone 3

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 plus the 5% local preference differential for landscape services for 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 $93,636 for FY 2010-2011.

Juan C. Perez
Director of Transportation

MPH
(Continued On Attached Page)

FORM APPROVED COUNTY COUNSEL
BY: DALE A. GARDNER DATE 8/3/10
Departmental Concurrence

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 93,636	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	$ 0	For Fiscal Year:	2010-11

SOURCE OF FUNDS: City of Wildomar, Landscaping and Lighting Maintenance District 89-1-Consolidated (L&LMD 89-1-C), Zone 3 (100%)

Positions To Be Deleted Per A-30	☐
Requires 4/5 Vote	☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Tina Grande

County Executive Office Signature

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref. | **District:** 1 | **Agenda Number:** 3.84

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Form 11 (Rev 07/2007)

BACKGROUND: The service required is for landscape maintenance of parkways at nine (9) separate locations within the City of Wildomar Landscaping and Lighting Maintenance District 89-1-Consolidated (L&LMD 89-1-C), Zone 3 which is currently maintained and administered on behalf of the City of Wildomar by the Transportation Department. The maintenance for this project is funded by a special annual assessment on parcels within the City of Wildomar L&LMD 89-1-C, Zone 3 only.

The Transportation Department issued a Request for Quote (RFQ) for landscape maintenance services. Solicitations were sent to 22 vendors and posted on the Transportation Department's Website. Six (6) vendors attended the pre-bid meeting held on-site at one of the locations. Five (5) responses were received with a cost range of $62,435 to $122,400 annually. Executive Landscape Inc. of Fallbrook was the lowest responsive/responsible bidder at $62,435 annually. Executive Landscape Inc. provided a quote to fulfill the necessary requirements mandatory for landscaping services. Local preference was applied and did not affect the low bid. This bid includes prevailing rates. Representatives from the Transportation Department evaluated all quotes and cost proposals and recommend that the lowest vendor, Executive Landscape Inc. receive the award.

The annual amount of $93,636 includes a contractual contingency amount not to exceed $31,201 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 other like items.

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 costs shall not be incurred against the contingency, and the County will not be liable for such costs, without prior authorization from the County.

County Counsel has approved the Agreement as to form.

Contract No. 10-08-003
Riverside Co. Transportation

PERSONAL SERVICE AGREEMENT

for

Landscaping and Lighting Maintenance District 89-1-Consolidated, Zone 3 City of Wildomar

between

COUNTY OF RIVERSIDE

and

Executive Landscape Inc.

TABLE OF CONTENTS

SECTION HEADING		PAGE NUMBER
1.	Description of Services	3
2.	Period of Performance	3
3.	Compensation	3
4.	Alteration or Changes to the Agreement	5
5.	Termination	5
6.	Ownership/Use of Contract Materials and Products	6
7.	Conduct of Contractor	6
8.	Inspection of Service: Quality Control/Assurance	7
9.	Independent Contractor	7
10.	Subcontract for Work or Services	8
11.	Disputes	8
12.	Licensing and Permits	8
13.	Use by Other Political Entities	9
14.	Non-Discrimination	9
15.	Records and Documents	9
16.	Confidentiality	9
17.	Administration/Contract Liaison	10
18.	Notices	10
19.	Force Majeure	11
20.	EDD Reporting Requirements	11
21.	Hold Harmless/Indemnification	11
22.	Insurance	12
23.	General	15
Exhibit A-Scope of Service		17
Exhibit B- Payment Provisions		28

This Agreement, made and entered into this _____day of _____, 2010, by and between EXECUTIVE LANDSCAPE INC., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of eleven (11) pages at the prices stated in Exhibit B, Payment Provisions, consisting of two (2) pages.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through June 30, 2011, with the option to renew for 2 additional, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed Ninety-three Thousand, Six hundred Thirty-six dollars ($93,636) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of

services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.1.1 This Agreement includes a contractual contingency of $31,201 annually for costs outside the scope of regular maintenance, including but not limited to tree damage due to disease, irrigation breakage and vandalism, vehicle accidents and other like items. CONTRACTOR shall submit a written request to COUNTY for any costs outside the regular maintenance described in Exhibit B. **CONTRACTOR UNDERSTANDS AND AGREES THAT COSTS SHALL NOT BE INCURRED AGAINST THE CONTINGENCY, AND COUNTY WILL NOT BE LIABLE FOR SUCH COSTS, WITHOUT PRIOR WRITTEN AUTHORIZATION FROM COUNTY.**

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
ATTN: MARK P. HUGHES, 8th FLOOR
P.O. BOX 1090
RIVERSIDE, CA 92502-1090

a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division;

Agreement number (TLARC #); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

c) In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

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

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or

fails to make progress to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

(a) Stop all work under this Agreement on the date specified in the notice of termination; and

(b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

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

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the

CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

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

COUNTY OF RIVERSIDE

Riverside County Transportation Department
Attn: Mark P. Hughes
P.O. Box 1090
Riverside, CA 92502-1090

CONTRACTOR

Executive Landscape Inc.
Attn: Anthony Reynoso
P.O. Box 1075
Fallbrook, CA 92088

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney

fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

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

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

21.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

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

21.5 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

22. <u>Insurance</u>

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

22.2 Workers' Compensation: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

22.3 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.4 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

22.5 General Insurance Provisions - All lines:

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

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed $500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies

of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. <u>General</u>

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

County of Riverside
4080 Lemon Street
Riverside, CA 92502

Signature: _____

Print Name: Marion Ashley

Title: Chairman, Board of Supervisors

Dated: _____

CONTRACTOR:

Executive Landscape Inc.
P.O. Box 1075
Fallbrook, CA 92088

Signature: _____

Print Name: Ed Earl

Title: President

Dated: 8/5/2010

FORM APPROVED COUNTY COUNSEL
BY: _____ 8/3/10
DALE A. GARDNER DATE

EXHIBIT A
SCOPE OF SERVICE

1.0 RFQ Scope of Service and Project Location for Zone 3 (City of Wildomar)

Contractor is expected to meet and exceed the Scope of Service in its entirety.

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 (upon County approval) 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. Provide to the TLMA Purchasing Department and/or The Transportation 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
   (A form may be created to meet existing payroll period such as: every two weeks, twice monthly, and must include all the information on the State Form. However signed State certification page must be submitted.)
E. Certified payroll may not lag more than 40 days behind current calendar day (30 day buffer to submit certified payroll).

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. Do not schedule or plan on performing landscape or irrigation maintenance on Saturdays or Sundays.

E. JOB SITE – It shall be the bidder's responsibility to visit the job site to check any conditions that may affect their bid. The bidder shall carefully examine the site and shall familiarize himself with all existing conditions, factors and items within, the scope of the work. Claims for allowances due to Contractor's error or negligence, in acquainting themselves with the site, shall not be recognized. By the Contractor's act of submitting a bid, the contractor acknowledges that they have informed themselves of all conditions. By the act of signing the bid, the bidder will be deemed to have made such an examination and to have accepted such conditions, and to have made allowance therefore in preparing his figure to provide a complete and operable system as shown and/or specified.

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 89-1-C (L&LMD 89-1-C) projects.

G. TRAFFIC CONTROL - Traffic Control is the sole responsibility of the Contractor. Additional traffic control may be required if existing traffic control is deemed insufficient.

H. VEHICLE LABELING – The Contractor shall provide company name, telephone number, and Contractor's License number on all vehicles working on L&LMD 89-1-C projects. Labeling maybe permanent or temporary.

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 confusion, 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. Vehicles shall be in good working order, safe, legally registered to the Company, well maintained, and good in appearance.

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/lictypes.htm

4. The County of Riverside Transportation Department may request copies of all chemical/pesticide/herbicide monthly reports (pest control records and/or pesticide use reports) at any time for any reason. Contractor shall maintain to date, daily reports as required by the State and/or County requirements.

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).
4. Contractor shall indemnify and hold harmless the County of Riverside as noted in General Conditions - Personal/Professional Service.

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/INSPECTION – All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Scope of Service) shall be subject to inspection and test by the County or other regulatory agencies at all times. The Contractor shall provide adequate cooperation to any inspector or other County representative to permit him/her to determine the Contractor's conformity with the terms of this Scope of Service. If any services performed or products provided by Contractor are not in conformance with this Scope of Service, the County shall have the right to require the Contractor to perform the services or provide the products in conformance with the terms of this Scope of Service at no additional cost to the County. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the County shall have the right to: (1) require the Contractor immediately to take all necessary steps to ensure future performance in conformity with the terms of this Scope of Service; and/or (2) reduce the price (including monthly maintenance cost) to reflect the reduced value of the services performed or products provided. The County may also terminate the Contract as a result of default and charge to Contractor any costs incurred by the County because of the Contractor's failure to perform.

Contractor shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Scope of Service; and shall permit a County representative or other regulatory official to monitor, assess or evaluate Contractor's

performance under this Scope of Service at any time with/without reasonable notice to Contractor.

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 on a <u>weekly</u> basis and any visible weeds shall be removed and / or sprayed with herbicide. <u>ADJACENT</u> plant material shall not be harmed with herbicides.**

B. The Contractor shall maintain all parkways in a trash-free condition. **All areas shall be checked on a <u>weekly</u> basis and any visible trash shall be removed.**

C. The Contractor shall control all pests and diseases, including rodents and snails at no additional cost to the County. Time and materials shall be all-inclusive in the monthly cost. This includes any existing pests and diseases. Bee hives may be removed at an additional expense.

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 trees (minimum 12" radius) and shrub trunks to maintain a pleasing appearance at all times. The Contractor shall trim plant groundcover materials at a minimum of 12" (1 foot) and at a 45 degree angle from all hardscape edges for ease in maintenance and optimum irrigation efficiency (drip distance may vary, and may not require 45 degree cut). This shall be completed by the first day of the second month of the following year the contract is established (i.e. February 1, 2011) and continue throughout the contract.

F. The Contractor shall trim and edge around all fixed objects including fire hydrants, telephone poles, irrigation boxes, utilities fixtures, and other noticeable items. The contractor shall trim plant material back a minimum of 12" (1 foot) from all utilities and utility boxes in all planted areas and also at a 45 degree angle where groundcover is established. Any fines imposed from utility providers as a result of shrub or plant material over growth will be passed on to the maintaining contractor.

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, avoid "balling" shrubs or unnecessarily "squaring off" plant material.

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 (such as for sale signs, for rent signs, yard sale signs, or advertisements) shall be removed weekly and disposed of in the trash.

1.4 Medians

A. The Contractor shall maintain all medians in a weed-free condition. All areas shall be checked on a weekly basis and any visible weeds shall be removed and / or sprayed with herbicide. **ADJACENT plant material shall not be harmed with herbicides**.

B. The Contractor shall maintain all medians in a trash-free condition. All areas shall be checked on a weekly basis and any visible trash shall be removed.

C. The Contractor shall control all pests and diseases, including rodents and snails at no additional cost to the County. Time and materials shall be all-inclusive in the monthly cost. This includes any existing pests and diseases. Bee hives may be removed at an additional expense.

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 trees (minimum 12" radius) and shrub trunks to maintain a pleasing appearance at all times. The Contractor shall trim plant groundcover materials at a minimum of 12" (1 foot) and at a 45 degree angle from all hardscape edges for ease in maintenance and optimum irrigation efficiency (drip distance may vary, and may not require 45 degree cut). This shall be completed by the first day of the second month of the following year the contract is established (i.e. February 1, 2011) and continue throughout the contract.

F. The Contractor shall trim and edge around all fixed objects including fire hydrants, telephone poles, irrigation boxes, utilities fixtures, and other noticeable items. The contractor shall trim plant material back a minimum of 12" (1 foot) from all utilities and utility boxes in all planted areas and also at a 45 degree angle where groundcover is established. Any fines imposed from utility providers as a result of shrub or plant material over growth will be passed on to the maintaining contractor.

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. Extreme pruning is not permitted. Natural appearance is preferred, avoid "balling" shrubs or unnecessarily "squaring off" plant material.

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 maintenance walks 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 (such as for sale signs, for rent signs, yard sale signs, or advertisements) shall be removed weekly and disposed of in the trash.

1.5 Tree Care

A. Contractor shall control all pests and diseases, including rodents and snails at no additional cost to the County. Time and materials shall be all-inclusive in the monthly cost. This includes existing pests and diseases. Bee hives may be removed at an additional expense.

B. Contractor shall remove damaged branches in compliance with Approved American National Standard (ANSI) A300 Standards, <u>at no additional</u> 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, <u>at an additional</u> 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 (crown cleaning, thinning, raising). Any tree trimming shall be in compliance with Approved American National Standard (ANSI) A300 Standards.

G. Tree Stake Removal: It shall be the responsibility of the contractor to remove all tree stakes under direction of the landscape inspector. The contractor may also remove tree stakes if it noticed that they are no longer serving their purpose as support to the tree, or if it is noticed that the tree stakes are impeding the growth or health of the tree.

1.6 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.

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 (as a No Charge) 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 at no additional charge.

I. Contractor shall apply a post-emergent systemic herbicide throughout the project as needed or by the request of the County at no additional charge.

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 and/or the Transportation Department.

L. The cost for chemicals and their application is the responsibility of the Contractor.

M. Contractor shall water in chemicals as needed. Drip applications may need to be watered in with a hose to clean off foliage and water in fertilizer. Chemical and fertilizer applications should try to coincide with rain events. Contractors shall also apply chemicals at the correct time of the year to minimize any turf/plant damage.

1.7 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 P. Hughes, Principal 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,** unless an automatic rain sensing device is installed on the system. If the controller is to be shut down, it is suggested that a "shut down window" (i.e. two days, three days, etc.) be programmed into the controller, opposed to a complete shut down. Valves shall be exercised at least once a month for a minimum of 3 minutes to maintain valve diagram health.

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. Existing controllers set up on ET based irrigation scheduling shall remain ET based (adjustable, weather based). Existing controllers ET based controllers not set up on ET shall be within six (6) months of the site being turned over to Contractor. Irrigation Technicians shall be familiar with ET, Precipitation rates (PR), Distribution uniformity (DU), flow rates, and other major irrigation terms and procedures.

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. 859.2.

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 (including SAM, PRS, SAM-PRS heads).

H. No repairs over $150.00 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. Providing 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 efficiency adjustments. Inspections and repairs shall be made by an irrigation professional well versed with basic and advanced irrigation principles. Irrigation truck shall be equipped with irrigation tools and supplies to fix the most common sprinklers, valves, and other irrigation components with a standalone truck. It is not advised to have the maintenance crew perform advanced repairs and/or replacement.

L. Calsense controllers equipped with an RRe controller option shall only use an RRe remote to perform irrigation testing. This requirement establishes the water use into the correct water report.

1.8 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 while working/participating in horticulture work.

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.

1.9 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, bags, 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, and gutters 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.

1.10 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.

1.11 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.

1.12 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 may utilize a Landscape Maintenance Evaluation Checklist, photos or video to document the findings.
D. Implementation of rating scale for designated landscape maintenance tasks and overall performance will be evaluated on a point system. A rating falling below 75% of all possible points will be deemed unsatisfactory. Certain elements may result in an automatic score of less than 75% including but not limited to any item in Section 1.2 or waste of water caused by lack of irrigation maintenance/contractor negligence.
E. **A 10-25% reduction of the monthly payment amount will be assessed for each month the evaluation rating is defined unsatisfactory twice in 28 days. Three (3) consecutive ratings may, at the discretion of the County, result in termination of the entire contract.**

1.13 Project Location(s)

The following projects will be covered under separate maintenance contract, refer to location map(s) in Exhibit 1. If a map has not been included with the bid package, contact Mark Hughes in the Transportation Department at 951-955-6767.

Landscaping and Lighting Maintenance District No. 89-1-Consolidated, Zone 3

- Location 7 – City of Wildomar - Landscaped parkway on the northeasterly side of Grand Avenue from Wells Place to the southeasterly tract boundary and from Wells Place to the northwesterly tract boundary.
- Location 23 – City of Wildomar - Landscaped parkway along the northwesterly side of Pasadena Street from the flood control channel to Palomar Street. Landscaped parkway along the southwesterly side of Palomar Street from Pasadena Street to the flood control channel.
- Location 24 – City of Wildomar - Landscaped parkway landscaping along the northerly side of Lemon Street from Blondon Court to the westerly tract boundary. Landscaped parkway landscaping along the northerly side of Lemon Street from Blondon Court to the easterly tract boundary.
- Location 25 – City of Wildomar - Landscaped parkway along the easterly side of Porras Road from Rosita Drive to La Estrella Street. Landscaped parkway along the northerly side of La Estrella Street from Porras Road to the easterly tract boundary. Landscaped parkways along the easterly and westerly side of Trig Road from La Estrella Street to Senna Drive. Landscaped parkways along the easterly and westerly side of Iodine Springs Road from La Estrella Street to Senna Drive. Landscaped parkways along the northerly and southerly sides of Brillante Drive from Porras Road to El Diamante Drive. Landscaped parkway along the southerly side of Rosita Drive from Porras Road to El Diamante Drive.
- Location 29 – City of Wildomar - Landscaped parkway along the northeasterly side of Palomar Street from Frederick Street to Catt Road. Landscaped parkways along the northwesterly side of

Catt Road from Palomar Street to Charles Street/Catt Road. Landscaped parkway along the southwesterly side of Charles Street from Frederick Street and Catt Road. Landscaped parkway along the northwesterly side of Frederick Street from Palomar to the beginning of first residential lot (including unimproved dirt section). Landscaped parkway along the southwesterly side of Frederick Street from Palomar Street up one residential lot from Shady Grove Circle.

- Location 35 – City of Wildomar - Landscaped parkway along the south side of Clinton Keith Road from Smith Ranch Road to Bridlepath Lane.
- Location 42 – City of Wildomar - Landscaped parkway along the north side of Catt Road from Lexi Lane to Avry Way. Landscaped parkway along the north side of Catt Road from Lexi Lane to the westerly tract boundary. Landscaped parkway along the north side of Catt Road from Avry Way to the easterly tract boundary.
- Location 47 – City of Wildomar - Landscaped parkway along the north side of Catt Road from Arnett Road to Banyan Rim Drive. Landscaped parkway along the north side of Catt Road from Arnett Road to the westerly tract boundary. Landscaped parkway along the north side of Catt Road from Banyan Rim Drive to the easterly tract boundary.
- Location 49 – City of Wildomar - Landscaped parkway, PVC FENCE, and MULTI-PURPOSE TRAIL along the northeasterly side of Grand Avenue from South Pasadena Street to southeasterly tract boundary. Non-landscaped (mulched) or irrigated parkway along the southeasterly side of South Pasadena Street to the northeasterly tract boundary.

EXHIBIT B
PAYMENT PROVISIONS
COST PROPOSAL – ZONE 3 City of Wildomar
Landscaping & Lighting Maintenance District NO. 89-1-Consolidated

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 3			
Project		**Location**	**Monthly service charge including water charges**
7	**Wildomar**	Landscaped parkway on the northeasterly side of Grand Avenue from Wells Place to the southeasterly tract boundary and from Wells Place to the northwesterly tract boundary. Estimated landscaped area 5,106 sq.ft. Annual water cost (2 POCs, $465 fixed, $560 variable) $1,025 Hunter SRC, no MV or FS	**$258.92**
23	**Wildomar**	Landscaped parkway along the northwesterly side of Pasadena Street from the flood control channel to Palomar Street. Landscaped parkway along the southwesterly side of Palomar Street from Pasadena Street to the flood control channel. Estimated landscaped area 13,756 sq.ft. Annual water cost ($300 fixed, $850 variable) $1,150 Rain Bird ESP-8MC with MV.	**$618.33**
24	**Wildomar**	Landscaped parkway landscaping along the northerly side of Lemon Street from Blondon Court to the westerly tract boundary. Landscaped parkway landscaping along the northerly side of Lemon Street from Blondon Court to the easterly tract boundary. Estimated landscaped areas 58, 400 sq. ft. Annual water cost ($575 fixed, $5,025 variable) $5,600. Hunter ICC with no MV.	**$866.67**
25	**Wildomar**	**HIGH PROFILE SITE:** Landscaped parkway along the easterly side of Porras Road from Rosita Drive to La Estrella Street. Landscaped parkway along the northerly side of La Estrella Street from Porras Road to the easterly tract boundary. Landscaped parkways along the easterly and westerly side of Trig Road from La Estrella Street to Senna Drive. Landscaped parkways along the easterly and westerly side of Iodine Springs Road from La Estrella Street to Senna Drive. Landscaped parkways along the northerly and southerly sides of Brillante Drive from Porras Road to El Diamante Drive. Landscaped parkway along the southerly side of Rosita Drive from Porras Road to El Diamante Drive. Estimated landscaped areas 95,228 sq. ft. Annual water cost (2 POCs, $1,830 fixed, $8,320 variable) $10,150. Calsense ET2000e with MV, FS, and real time weather.	**$1,385.83**
29	**Wildomar**	Landscaped parkway along the northeasterly side of Palomar Street from Frederick Street to Catt Road. Landscaped parkways along the northwesterly side of Catt Road from Palomar Street to Charles Street/Catt Road. Landscaped parkway along the southwesterly side of Charles Street from Frederick Street and Catt Road. Landscaped parkway along the northwesterly side of Frederick Street from Palomar to the beginning of first residential lot (including unimproved dirt section). Landscaped parkway along the southwesterly side of Frederick Street from Palomar Street up one residential lot from Shady Grove Circle. Estimated landscaped areas 34,371 sq. ft. Annual water cost (2 POCs, $1,830 fixed, $3,770 variable) $5,600.	**$986.67**

		Hunter Pro-C and Toro Custom Command with no MV.	
35	**Wildomar**	Landscaped parkway along the south side of Clinton Keith Road from Smith Ranch Road to Bridlepath Lane. Estimated landscaped areas 6,622 sq. ft. Annual water cost ($300 fixed, $700 variable) $1,000. Unknown controller.	**$286.33**
42	**Wildomar**	Landscaped parkway along the north side of Catt Road from Lexi Lane to Avry Way. Landscaped parkway along the north side of Catt Road from Lexi Lane to the westerly tract boundary. Landscaped parkway along the north side of Catt Road from Avry Way to the easterly tract boundary. Shares POC with Location 47.	**With Loc 47**
47	**Wildomar**	Landscaped parkway along the north side of Catt Road from Arnett Road to Banyan Rim Drive. Landscaped parkway along the north side of Catt Road from Arnett Road to the westerly tract boundary. Landscaped parkway along the north side of Catt Road from Banyan Rim Drive to the easterly tract boundary. Estimated landscaped areas 11, 681 sq. ft. Annual water cost ($915 fixed, $1,235 variable) $2,150. Rain Bird ESP-24MC with MV.	**$455.17**
49	**Wildomar**	Landscaped parkway, PVC FENCE, and MULTI-PURPOSE TRAIL along the northeasterly side of Grand Avenue from South Pasadena Street to southeasterly tract boundary. Non-landscaped (mulched) or irrigated parkway along the southeasterly side of South Pasadena Street to the northeasterly tract boundary. Estimated landscaped areas (not including trail) 5,514 sq. ft. Annual water cost ($300 fixed, $600 variable) $900. Rain Bird ESP-16 SAT with no MV.	**$345**
Annual Total water Cost $27,575			**NC**
		Monthly Grand Total	**$5,202.92**

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

Zone 3	
Description	**Labor and Material Cost**
Plant 15 Gallon Tree & Stake	**$127.61**
Plant 5 Gallon Shrub	**$23.17**
Plant 1 Gallon Shrub	**$10.11**
Plant 1 Flat of Ground Cover	**$32.64**
Replace 1 fence "rail" only (Location 49)	**$20.16**
Replace 1 fence "post" only (Location 49)	**$90.00**
Description	**Labor Cost per Hour**
Laborer	**$28.00**
Irrigation Technician	**$43.00**
Foreman	**$38.00**