

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

2028



FISCAL PROCEDURES APPROVED
JEANINE J. REY, FINANCE DIRECTOR
BY: Jeanine J. Rey 7/23/14
JEANINE J. REY

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
August 5, 2014

SUBJECT: Ratification and Approval of Contractor Services Agreement for Interior Plant Maintenance Services, 3 years, [\$17,412 total]; District Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Contractor Services Agreement between the District and Inside Plants, Inc. (Contractor);
2. Authorize the Chairman to execute the Agreement documents on behalf of the District; and
3. Authorize the District's General Manager-Chief Engineer to sign amendments to the Agreement that increase the cost in an amount not to exceed the annual Consumer Price Index rates.

BACKGROUND:

Summary
Continued on Page 2

Departmental Concurrence

Warren D. Williams

WARREN D. WILLIAMS
General Manager-Chief Engineer

AMR:bjj
P8/162585

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 5,804	\$ 5,804	\$ 17,412	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 5,804	\$ 5,804	\$ 17,412	\$ N/A	
SOURCE OF FUNDS: 15100-947200-520800 Administration Household Expense				Budget Adjustment: No	
				For Fiscal Year: 14/15 - 16/17	

C.E.O. RECOMMENDATION:

APPROVE

BY: Steven C. Horn
Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
DATE: 7/23/14
BY: NEAL R. KIPNIS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District: All

Agenda Number:

11-2

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**
**FORM 11: Ratification and Approval of Contractor Services Agreement for Interior Plant Maintenance
Services, 3 years, [\$17,412 total]; District Funds 100%**
DATE: August 5, 2014
PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

This Contractor Services Agreement (Agreement) sets forth the terms and conditions by which the Contractor will provide interior plant maintenance services for the District's Administrative Buildings located at 1995 Market Street, Riverside, California. County Counsel has approved the Agreement as to legal form and the Contractor has executed the Agreement.

Impact on Residents and Businesses

Costs incurred under this Agreement will be funded by ad-valorem property tax revenue and entails no new fees, taxes or bonded indebtedness.

SUPPLEMENTAL:

Additional Fiscal Information

Sufficient funding is available in the District's budget for Fiscal Year 2014-2015 and will be included in the proposed budget(s) for Fiscal Years 2015-2016 through 2016-2017.

Contract History and Price Reasonableness

In accordance with purchasing guidelines, on September 6, 2012 the District released Request for Proposal FCARC-067 for interior plant maintenance services on the District's website from 09/06/2012 through 09/18/2012. Two vendors responded and submitted their proposals. Inside Plants, Inc., was selected as the lowest, responsive bidder with a not-to exceed cost of \$5,804 per year (i.e., \$5,304 for annual maintenance services plus \$500 for additional plants on an as needed basis).

TT:AMR:bjj
P8/162585

1 4. COMPENSATION – DISTRICT shall pay CONTRACTOR for actual services
2 satisfactorily performed, products provided and expenses incurred in accordance with the
3 rates as set forth on Exhibit "B" attached hereto and made a part hereof. The amount of
4 compensation paid to CONTRACTOR for performance of interior plant maintenance
5 services approved pursuant to this Agreement shall not exceed i) five thousand eight
6 hundred four dollars (\$5,804) in any given fiscal year; and ii) the total sum of seventeen
7 thousand four hundred twelve dollars (\$17,412) over the entire term of this Agreement.

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9 All price decreases (for example, if CONTRACTOR offers lower prices to another
10 governmental entity) shall automatically be extended to the DISTRICT. No price increases
11 shall be permitted during the first year of this Agreement. Annual increases shall not
12 exceed the Consumer Price Index – All Consumers, All Items – Greater Los Angeles,
13 Riverside and Orange County areas of interior plant maintenance services and shall be
14 subject to satisfactory performance review by DISTRICT and approved (if needed) for
15 budget funding by the Board of Supervisors.

16
17 5. PAYMENT – Upon satisfactory performance of CONTRACTOR'S services as set forth
18 herein, DISTRICT shall pay CONTRACTOR within thirty (30) days after DISTRICT'S
19 receipt of CONTRACTOR'S appropriate monthly invoice(s). DISTRICT shall not pay
20 interest or finance charges on any outstanding balance(s). CONTRACTOR shall keep
21 employee and expense records according to customary accounting methods and such
22 records, upon request, shall be made available for inspection by DISTRICT to verify the
23 CONTRACTOR'S invoice(s). All invoices shall itemize charges to conform to the
24 portion(s) of services and costs as set forth in Exhibits "A" and "B". CONTRACTOR shall
25 prepare all invoices submitted to DISTRICT for payment in accordance with the terms of
26 this Agreement in duplicate and send the original invoice(s) to DISTRICT (Attn: Accounts
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Payable), or if an electronic invoice, email to RCFCAP@rcflood.org. CONTRACTOR'S invoice(s) under this Agreement shall contain, at a minimum, invoice number and date, remittance address, quantities, item descriptions, unit prices, extensions, sales/use tax if applicable and invoice total amount.

Except as specifically provided for and stated in this Agreement or Exhibit "B", the DISTRICT shall not be responsible for payment of any of CONTRACTOR'S expenses related to this Agreement.

6. LICENSES – CONTRACTOR shall comply with all applicable federal, state and/or local licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. CONTRACTOR, its employees, agents and subcontractors shall possess and maintain all necessary permits, approval, certificates, waivers and exemptions as may be required by the applicable federal, state and local regulations while performing services under this Agreement.

7. STANDARD OF CARE – While performing the services, CONTRACTOR shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONTRACTOR'S profession practicing in the State of California, and shall use reasonable diligence and best judgment while exercising CONTRACTOR'S professional skill and expertise. By executing this Agreement, CONTRACTOR represents and maintains that CONTRACTOR has the necessary experience and expertise to skillfully perform all services, duties and obligations required by this Agreement.

8. NOTICES – Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

1 RIVERSIDE COUNTY FLOOD CONTROL
2 AND WATER CONSERVATION DISTRICT
3 1995 Market Street
4 Riverside, CA 92501
5 Attn: Finance Division

INSIDE PLANTS, INC.
2045 California Avenue, Unit 105
Corona, CA 92881
Attn: Heddy Salerno

9. INSURANCE – CONTRACTOR shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and original certified 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.

Without limiting or diminishing CONTRACTOR'S obligation to indemnify or hold DISTRICT harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

A. Workers' Compensation

If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT and, if applicable, to provide a Borrowed Servant/Alternate Employer endorsement.

B. 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

1 of its obligations hereunder. Policy shall name the Riverside County Flood
 2 Control and Water Conservation District, the County of Riverside, its agencies,
 3 districts, special districts and departments, their respective directors, officers,
 4 Board of Supervisors, employees, elected or appointed officials, employees,
 5 agents or representatives as additional insureds. Policy's limit of liability shall not
 6 be less than \$1,000,000 per occurrence combined single limit. If such insurance
 7 contains a general aggregate limit, it shall apply separately to this Agreement or
 8 be no less than two (2) times the occurrence limit.

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 10 C. Vehicle Liability

11 If vehicles or mobile equipment are used in the performance of the obligations
 12 under this Agreement, CONTRACTOR shall maintain liability insurance for all
 13 owned, non-owned or hired vehicles so used in an amount not less than
 14 \$1,000,000 per occurrence combined single limit. If such insurance contains a
 15 general aggregate limit, it shall apply separately to this Agreement or be no less
 16 than two (2) times the occurrence limit. Policy shall name the Riverside County
 17 Flood Control and Water Conservation District, the County of Riverside, its
 18 agencies, districts, special districts, and departments, their respective directors,
 19 officers, Board of Supervisors, elected or appointed officials, employees, agents
 20 or representatives as additional insureds.

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 23 D. General Insurance Provisions – All Lines

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

3 ii. CONTRACTOR must declare its insurance self-insured retention for each
4 coverage required herein. If any such self-insured retention exceeds
5 \$500,000 per occurrence, each such retention shall have the prior written
6 consent of the County Risk Manager before the commencement of
7 operations under this Agreement. Upon notification of self-insured
8 retention deemed unacceptable to DISTRICT, and at the election of the
9 County's Risk Manager, CONTRACTOR'S carriers shall either 1) reduce or
10 eliminate such self-insured retention with respect to this Agreement with
11 DISTRICT; or 2) procure a bond which guarantees payment of losses and
12 related investigations, claims administration and defense costs and expenses.

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15 iii. CONTRACTOR shall cause their insurance carrier(s) to furnish DISTRICT
16 with 1) a properly executed original certificate(s) of insurance and original
17 certified copies of endorsements effecting coverage as required herein; and
18 2) if requested to do so orally or in writing by the County Risk Manager,
19 provide original certified copies of policies including all endorsements and
20 all attachments thereto, showing such insurance is in full force and effect.
21 Further, said certificate(s) and policies of insurance shall contain the
22 covenant of the insurance carrier(s) that thirty (30) days written notice shall
23 be given to DISTRICT prior to any material modification, cancellation,
24 expiration or reduction in coverage of such insurance. In the event of a
25 material modification, cancellation, expiration or reduction in coverage, this
26 Agreement shall terminate forthwith, unless DISTRICT receives, prior to
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such effective date, another properly executed original certificate of insurance and original copies of endorsements or original certified policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

iv. It is understood and agreed by the parties hereto that CONTRACTOR'S insurance shall be construed as primary insurance and DISTRICT'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

v. 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 which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by CONTRACTOR has become inadequate.

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

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

viii. CONTRACTOR agrees to notify DISTRICT 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.

10. INDEMNIFICATION – CONTRACTOR shall indemnify and hold harmless DISTRICT and County of Riverside (including its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, employees, agents or representatives) from any liability, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to CONTRACTOR'S (including its officers, employees, subcontractors and agents) actual or alleged negligent, reckless or willful misconduct, acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to (a) property damage; (b) bodily injury or death; or (c) any other element of any kind or nature whatsoever.

CONTRACTOR shall defend, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), DISTRICT and County of Riverside (including its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, employees, agents or representatives) in any claim, proceeding or action for which indemnification is required.

With respect to any of CONTRACTOR'S indemnification requirements, CONTRACTOR shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such claim, proceeding or action without the

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prior consent of DISTRICT; provided, however, that such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification obligations to DISTRICT.

CONTRACTOR'S indemnification obligations shall be satisfied when CONTRACTOR has provided to DISTRICT the appropriate form of dismissal (or similar document) relieving DISTRICT from any liability for the claim, proceeding or action involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless DISTRICT and County of Riverside from third party claims.

In the event there is conflict between this Section and California Civil Code Section 2782, this Section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying DISTRICT (including its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, employees, agents or representatives) or the County of Riverside to the fullest extent allowed by law.

- 11. TERMINATION – At any time during the term of this Agreement, DISTRICT may:
 - A) Terminate this Agreement without cause upon providing CONTRACTOR thirty (30) days written notice stating the extent and effective date of termination; or
 - B) Upon five (5) days written notice, terminate this Agreement for CONTRACTOR default, if CONTRACTOR refuses or fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In the event of such

1 termination, DISTRICT may proceed with the work in a manner deemed proper
2 to DISTRICT.

3 In the event DISTRICT issues a Notice of Termination, CONTRACTOR shall i)
4 stop all work under this Agreement on the date specified in the Notice of
5 Termination; and ii) transfer to DISTRICT and deliver in the manner and to the
6 extent, if any, as directed by DISTRICT, any new plant selections, plant
7 furnishing selections, plant inventory database or other products which, if the
8 Agreement had been completed, would have been required to be furnished to
9 DISTRICT.
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11 In the event DISTRICT terminates this Agreement, DISTRICT shall make
12 payment for all services performed in accordance with this Agreement to the date
13 of termination and at the costs set forth in Exhibit "B". Notwithstanding any of
14 the other provisions of this Agreement, CONTRACTOR'S rights under this
15 Agreement shall terminate (except for fees accrued prior to the date of
16 termination) upon dishonesty or a willful or material breach of this Agreement by
17 CONTRACTOR; or in the event of CONTRACTOR'S unwillingness or inability
18 for any reason whatsoever to perform the duties hereunder; or if the Agreement is
19 terminated pursuant to Section 16 (NON-DISCRIMINATION). In such event,
20 CONTRACTOR shall not be entitled to any further compensation under this
21 Agreement. The rights and remedies of DISTRICT provided in this Section shall
22 not be exclusive and are in addition to any other rights and remedies provided by
23 law or under this Agreement.
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- 26 12. ASSIGNMENT – Neither this Agreement nor any part thereof shall be assigned by
27 CONTRACTOR without the prior written consent of DISTRICT.
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1 13. INDEPENDENT CONTRACTOR – CONTRACTOR and the agents and employees of
2 CONTRACTOR shall act at all times in an independent capacity during the term of this
3 Agreement and in the performance of the services to be rendered hereunder and shall not
4 act as or shall not be and shall not in any manner be considered employees or agents of
5 DISTRICT.
6

7 14. JURISDICTION/LAW/SEVERABILITY – This Agreement is to be construed in
8 accordance with the laws of the State of California. If any provision of this Agreement is
9 held by a court of competent jurisdiction to be invalid, void or unenforceable, the
10 remaining provisions shall be declared severable and shall be given full force and effect
11 to the extent possible.

12 Any legal action, in law or equity related to the performance or interpretation of this
13 Agreement shall be filed only in the Superior Court for the State of California located in
14 Riverside, California, and the parties waive any provision of law providing for a change
15 of venue to another location. Prior to the filing of any legal action, the parties shall be
16 obligated to attend a mediation session with a neutral mediator to try to resolve the
17 dispute.
18

19 15. WAIVER – Any waiver by DISTRICT of any breach of any one or more of the terms of
20 this Agreement shall not be construed to be a waiver of any subsequent or other breach
21 of the same or any other term thereof. Failure on the part of DISTRICT to require exact,
22 full and complete compliance with any terms of this Agreement shall not be construed as
23 in any manner changing the terms hereof or estopping DISTRICT from enforcement
24 hereof.
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26 16. NON-DISCRIMINATION – In the performance of the terms of this Agreement,
27 CONTRACTOR shall not engage in nor permit others he may employ to engage in
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1 discrimination in the employment of persons because of the race, color, national origin or
2 ancestry, religion, physical handicap, disability as defined by the Americans with
3 Disabilities Act (ADA), medical condition, marital status or sex of such persons, in
4 accordance with the provision of California Labor Code Section 1735.

5
6 17. CONFLICT OF INTEREST – CONTRACTOR covenants that it presently has no
7 interest, including but not limited to, other projects or independent contracts, and shall
8 not acquire any such interest, direct or indirect, which would conflict in any manner or
9 degree with the performance of services required to be performed under this Agreement.
10 CONTRACTOR further covenants that in the performance of this Agreement, no person
11 having any such interest shall be employed or retained by it under this Agreement.

12
13 18. CONDUCT OF CONTRACTOR – CONTRACTOR shall not, under circumstances
14 which could be interpreted as an attempt to influence the recipient in the conduct of
15 his/her duties, accept any gratuity or special favor from individuals or firms with whom
16 CONTRACTOR is doing business or proposing to do business, in accomplishing the
17 work under this Agreement.

18 CONTRACTOR or its employees shall not offer gifts, gratuity, favors and entertainment
19 directly or indirectly to DISTRICT employees.

20
21 19. INSPECTION OF SERVICE; QUALITY CONTROL/ASSURANCE – All performance
22 (which includes services, workmanship, materials, supplies and equipment furnished or
23 utilized in the performance of this Agreement) shall be subject to inspection and test by
24 DISTRICT or other regulatory agencies at all times. CONTRACTOR shall provide
25 adequate cooperation to any inspector or DISTRICT representative to permit DISTRICT
26 to determine CONTRACTOR'S conformity with the terms of this Agreement. If any
27 services performed or products provided by CONTRACTOR are not in conformance
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1 with the terms of this Agreement, DISTRICT shall have the right to require the
2 CONTRACTOR to perform the services or provide the products in conformance with the
3 terms of the Agreement at no additional cost to DISTRICT. When the services to be
4 performed or the products to be provided are of such nature that the difference cannot be
5 corrected, DISTRICT shall have the right to (1) require CONTRACTOR immediately to
6 take all necessary steps to ensure future performance in conformity with the terms of the
7 Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the
8 services performed or products provided DISTRICT may also terminate this Agreement
9 for default and charge to CONTRACTOR any costs incurred by DISTRICT because of
10 CONTRACTOR'S failure to perform.
11

12 CONTRACTOR shall establish adequate procedures for self-monitoring and quality
13 control and assurance to ensure proper performance under this Agreement, and shall
14 allow a DISTRICT representative or other regulatory official to monitor, assess or
15 evaluate CONTRACTOR'S performance under this Agreement at any time upon
16 reasonable notice to CONTRACTOR.
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18 20. RECORDS AND DOCUMENTS – CONTRACTOR shall make available, upon written
19 request by any duly authorized federal, state or local government agency, a copy of this
20 Agreement and such books, documents and records as are necessary to certify the nature
21 and extent of CONTRACTOR'S costs related to this Agreement. All such books,
22 documents and records shall be maintained by CONTRACTOR for at least five (5) years
23 following termination of this Agreement and be available for audit by DISTRICT.
24 CONTRACTOR shall provide to DISTRICT reports and information related to this
25 Agreement as requested by DISTRICT.
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21. NON-APPROPRIATION OF FUNDS – It is mutually agreed and understood that the obligation(s) of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for the reimbursement of CONTRACTOR'S fees. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONTRACTOR in writing. This Agreement shall be deemed terminated and have no further force and effect immediately on receipt of DISTRICT'S notification by CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to reimbursement of its costs in accordance with Sections 4 and 5 (COMPENSATION and PAYMENT).

22. DISCREPANCIES -- In the event of any conflict between the terms of this Agreement and Exhibit "A" or Exhibit "B", the terms of this Agreement shall govern. In the event of any conflict between Exhibit "A" and Exhibit "B", Exhibit "A" shall govern.

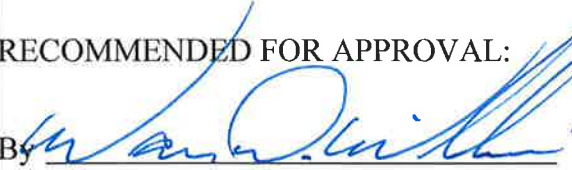
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

(to be filled in by Clerk of the Board)

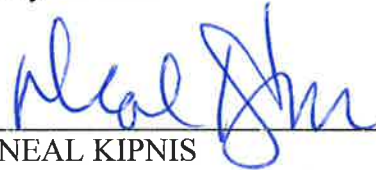
RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

By 
WARREN D. WILLIAMS
General Manager-Chief Engineer

By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:
PAMELA J. WALLS
County Counsel

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By 
NEAL KIPNIS
Deputy County Counsel

By _____
Deputy

(SEAL)

Contractor Services Agreement
w/Inside Plants, Inc.
07/16/14
AMR:blj

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INSIDE PLANTS, INC.

By 

HEDDY SALERNO
Owner

Contractor Services Agreement
w/Inside Plants, Inc.
07/16/14
AMR:blj

EXHIBIT A

SCOPE OF SERVICES

1. DESCRIPTION OF SERVICES: The Contractor shall maintain interior plants, shrubs and trees (hereinafter referred to as "plants") and plant related furnishings. The District has ownership of provided plants. The Contractor shall plan, organize and coordinate with Operations Engineering Section (hereinafter referred to as O/E) concerning all aspects of proper plants maintenance and related furnishings. The Contractor shall be responsible for providing supervision, labor, materials, supplies, warehouse space, tools, equipment and protection materials necessary to perform the plant installation and maintenance to ensure the continued health, appearance and longevity of the displayed plants during the life of the contract. There are no storage facilities to house tools, maintenance materials or plants within the District.

The Contractor shall not be responsible for employees' personal plants or flowers. The requirement is to provide plants and related services in accordance with the following requirements:

A. Implementation

(1) The Contractor shall conduct a site survey for Building 1 and 1A to review site conditions and all planter locations and shall make recommendations to O/E for adjustment or relocation of planters and plants. Current inventory of District plants is identified in FY 2014-2015 Plant Inventory.

(2) Should O/E choose to add new plant selections, plant furnishing selections, or change the interior plantscape scheme, they will contact the Contractor. No plants or plant furnishings may be delivered or installed without first receiving written approval from the O/E on the final selection of particular plant species and/or types, their respective quantity, their location and their respective furnishings.

(3) The Contractor shall provide on-site supervision and quality control and shall provide the following:

(a) Develop and maintain a plant master plan to include plant description and quantity and date installed or replaced.

(b) Provide on-site supervisor(s) who are part of the working crew and who are responsible for the control for the crew, their conduct, and their work schedules.

(c) Coordinate staging, uncrating and trash removal as required to complete this service.

B. Routine Maintenance

Maintenance shall occur on bi-monthly (two times each month) and shall include those services that ensure the proper health of the plants and encourage growth, good color and adequate root development. Maintenance shall be performed by or under the supervision of fully-insured personnel with a horticulture degree. Services shall include watering, misting, applying environmentally friendly and odor-free fertilizer, spraying, cleaning, leaching, aerating,

replacement of potting materials and fillers, and plant replacement in accordance with sound horticulture practice. The Contractor shall be responsible for providing and executing the bi-monthly maintenance plan in which the plants are healthy, vigorous and in attractive condition.

(1) Plant Areas: All plants shall present a well-groomed appearance at all times. All planters and planted areas shall be free of all paper, gum, bottles, trash, and other discarded material. Surface soil areas of planters will be kept dressed by Contractor covering material that meets normal commercial standards for florist/interior plantings. Replenish standard filler as necessary.

(2) Watering: All planted areas (planters) shall show no signs of excess dryness at any time. All areas shall be checked for moisture content on a regular basis. Contractor is responsible for ensuring all areas receive proper water, fertilizer, and pest control application and coverage based on the type of plants provided.

(3) Leaves: Areas shall be kept free of fallen leaves. The Contractor will remove all clippings, trimmings, cuttings, trash, excess soil, and debris from floor and planter areas resulting from work or from normal plant leave droppings.

(4) Natural Appearance: All trees and plants shall be shaped to achieve a natural appearance. Trees and plants shall present a neat, well-maintained appearance free of dust, and provide unobstructed access to seating and pedestrian areas at all times.

(5) Pest, Disease, and Weed Control:

(a) The Contractor shall furnish all chemicals, including fertilizer and required insecticides necessary to comply with quality requirements (reference Paragraph (c) below). All chemicals shall be approved as suitable for interior use in public buildings by Federal, State, and local regulation. The contractor shall provide Material Safety and Data Sheets to O/E prior to use of any such substances. There shall be no evidence of pests or disease in plants provided and maintained by the Contractor. The Contractor is responsible for removing and disposing of any contaminated material from District property at their expense.

(b) The Contractor shall apply fertilizers and trace elements as necessary to maintain healthy and attractive plants.

(c) The Contractor shall inspect soil and foliage for insects and disease and apply any needed pesticides and fungicides. Soil Samples if required shall be taken from areas where plant health problems are suspected of occurring and analyzed at the Contractor's expense by an approved testing laboratory. Any costs of any special analysis or treatment will be fully at Contractor's expense.

(6) The Contractor shall be responsible for correcting or replacing damaged plant related furnishings and for plants not in sound horticultural health. This includes plants that are damaged, die, or lose their original form due to natural causes, or negligence or improper maintenance by the Contractor, and such plants shall be replaced in equal kind and size at no expense to the District. The Contractor shall not be held responsible for replacement

of plant materials damaged or killed due to vandalism or extreme environmental conditions beyond the Contractor's control.

(7) The Contractor shall provide to O/E an annual plant inventory database in Microsoft Excel format identifying plant type, size, condition, container condition, and location.

C. Manner and Time to Conduct Service

The services including delivery, installation and routine plant maintenance shall occur during normal District business hours (8:00 a.m. to 5:00 p.m.), Monday through Friday. Work may not be performed on government holidays. Services such as annual inventory and walk through with O/E shall occur during the District's normal business hours.

FY 2014-2015 PLANT INVENTORY

	BLDG. FLOOR	LOCATION	QTY	POT SIZE	HEIGHT	PLANT	POT DESCRIPTION
1		Lobby	2	2 gal	5'	Draceana Lisa	
2			1	10"	4'	Draceana Compacta	
3			1	14"	9'	Kentia Palm CWI	
4			4	6"		Pothos	Subplanted
5			2	6"		Aglaonema	Subplanted
6			2	6"		Color seasonal	
7			2	6"		Color seasonal	2 bowls
8			6	4"		Assorted plants	2 bowls
9			1	8"		Neanthe Bella/New Plant	
10		Behind Reception	2	6"		Aglaonema Elite	Topsider
11			1	6"		Color seasonal	
13 (Room A)		Small Conference Room	2	10"	4.5'	Dracaena Marginata	
15		Coffee Shop	1	15 gal	10'	Ficus Benj standard (Direct Planted)	
16			8	6"		Pothos	Subplanted
18	Right Side, Bldg. 1A	Above Cubes	13	6"		Pothos	
			1	6"		Sansevieria (5/21 need to replace)	
19			4	6"		Agloanema (Planning, Fin., NPDES, Design)	
20		Open area	4	10"	5'-7'	Dracaena Lisa (Planning, Fin., Const., Agrmts.)	
		D&C	1	10"	5'	Dracaena Warneckii	
		D&C	1	2 gal	4'	Dracaena Marginata	
21			1	10"	5'	Cham Sefrizzi (Bamboo Palm)	
		Finance	1	10"		Aspidistra (Cast Iron)	
22		D&C	2	2GAL	4'	Dracaena Lisa	
23		Stuart McKibbon	1	6"		Neanthe bella palm	
			1	10"		Sansaveria	
26		NPDES	1	10"		Agloanema Elite	
27		NPDES	1	10"		Sansevieria	
		Hall	1	6"		ZZ	
30		Jeannie Rey	1	10"		Agloanema Elite	
31		Mireya Castro	1	10"	5'	Dracaena Lisa	
32		Hallway (Lisa)	1	6"		Cordadeum	
33	Left Side, Bldg. 1	Reproduction Room	1	10"	4'	dracena jc tips	
34		Scherie Washington	1	10"	5'	Dracaena Massangeana	
36		Above Cubes	13	6"		Pothos	
37		S&M	2	6"		Agloanema	
38		IT	1	6"		Sansevieria	
39		Office area - O&E	1	2 gal	4'	Dracena lisa	
40			1	10"	4'	sansavaria	
41			1	10"		ZZ	
42		IT	1	10"	5.5'	Dracena jJC	
		IT	1	10"	3'	Dracaena Warneckii	
43		Survey	1	10"		ZZ	
44		Office - ROWE	1	2 gal	4'	dracena micheko	
		ROWE	1	10"	5.5'	Dracena jc	
		Open area - ROWA	2	10"		Sansevieria	
45		Photogrammetry	1	2 gal	4'	Dracena lisa	
46		Leticia Villela	1	10"	7'	Dracaena Janet Craig	
48		Steve Thomas	1	10"	3'	Ficus Lyrata	
49			1	6"		Agloanema Maria	
50			1	2gal	4'	Dracaena Lisa	
51			1	8"		Sansevieria	
53		Becky	1	10"		Zamioculcas Zamifolia (ZZ)	
54			1	12"	5'	Cham sefrizzi jard	
56		Dusty's Office	1	10"	6'	Dracaena Lisa	
57			1	12"	4'	Rhaphis CWI (Lady Palm)	
58			1	6"		Hoya	
60		Back Door (by Becky)	1	12"	5.5'	Ficus Benjamin bush	
62		Exec. Conf. Room	1	10"	6'	Dracaena Massangeana	
63		Lunch Room	1	6"		Agloanema	
			1	10"	5.5'	Dracaena Janet Craig	
			4	6"		Pothos	
66		Zully Smith	1	10"	5.5'	Dracaena Lisa	
67			1	10"		Zamioculcas Zamifolia	
68			1	2 gal	4'	Dracena Lisa (gave 2nd one to Miguel)	
63		Bill Hofferber	1	6"		Sansevieria	
70			1	6"		Zamioculcas Zamifolia	

EXHIBIT B

ITEM	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED PRICE	ADDITIONAL PLANTS AS NEED	GRAND TOTAL FOR FISCAL YEAR
1	Plant Maintenance FY 14/15	12	Month	\$442	\$5,304	\$500	\$5,804
2	Plant Maintenance FY 15/16	12	Month	\$442	\$5,304	\$500	\$5,804
3	Plant Maintenance FY 16/17	12	Month	\$442	\$5,304	\$500	\$5,804
Grand Total:							\$ 17,412.00