

**SUBMITTAL TO THE BOARD OF DIRECTORS
REGIONAL PARK AND OPEN-SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

838



FROM: Regional Park and Open-Space District

SUBMITTAL DATE:

08/06/2015

SUBJECT: Approval of Agreement for Landscaping Maintenance and Irrigation Services for County Service Area (CSA) parks; Districts 3 and 5; [\$901,645]; Community Parks and Centers Fund 25600, Community Parks Dept ID 931155; CEQA Exempt.

RECOMMENDED MOTION: That the Board of Directors:

1. Find that the Services Agreement for Landscaping Maintenance and Irrigation Services is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3);
2. Approve the Service Agreement for Landscaping Maintenance and Irrigation Services between the District and Marina Landscape Maintenance, Inc for services at six (6) District managed Park sites - Cabazon, Central, Deleo, Discovery, Overlook and Willow Parks - for one (1) year period with 4 one-year options and for a not-to-exceed annual amount of one hundred seventy five thousand dollars (\$175,000) plus CPI increases;
3. Authorize the Chairman of the Board to execute the Agreement on behalf of the District;

BACKGROUND:

Summary

(continued on page 2)


Scott Bangle
General Manager

2016-005D

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 175,000	\$ 177,625	\$ 901,645	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Community Parks & Centers Fund 25600	Budget Adjustment: NO
	For Fiscal Year: 2015/16

C.E.O. RECOMMENDATION:

APPROVE
BY: 
Alex Gann

County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS

FORM APPROVED COUNTY COUNSEL
BY: JAMES E. BROWN
Departmental Concurrence DATE

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

Prev. Agn. Ref.:

District: 3, 5

Agenda Number:

DISTRICT
13-3D

SUBMITTAL TO THE BOARD OF DIRECTORS, REGIONAL PARK AND OPEN SPACE DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA FORM 11: Approval of Agreement for Landscaping Maintenance and Irrigation Services for County Service Area (CSA) parks; Districts 3 and 5; [\$901,645]; Community Parks and Centers Fund 25600, Community Parks Dept ID 931155; CEQA Exempt.

DATE: 08/06/2015

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RECOMMENDED MOTION: (continued)

4. Authorize the Purchasing Agent to exercise the option to renew for up to four (4) additional one-year periods and sign any ministerial amendments to extend the agreement in one year increments;
5. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) working days of approval by this Board; and
6. Direct the Clerk of the Board to return four (4) copies of the executed Agreement to the District.

BACKGROUND:

Summary (continued)

The Riverside County Board of Directors approved an agreement for Landscape Maintenance and Irrigation Services on July 15, 2014. The initial agreement was for a one year term with options to renew an additional four years, based upon satisfactory performance by the Contractor. Upon review by District staff, it was determined that performance did not meet expectations. Therefore, the District issued a new Request for Bids to solicit vendors who perform Landscape Maintenance and Irrigation Services.

Impact on Citizens and Businesses

The solicitation was published (advertised) on the Public Purchase web site for twenty nine (29) days. Five firms responded, with Marina Landscape Maintenance Inc., providing the lowest responsive and responsible bid. The initial contract is for one year with four additional options in one-year increments, based upon satisfactory performance. Option years may include slight increases based upon the published CPI rate of Riverside County.

The base bid for the six locations is \$139,442. Each vendor also included various costs for providing additional services not included in the annual maintenance cost, consisting of annual plant replacement, turf replacement, flower replacement, and irrigation modifications not otherwise specified; therefore, it is recommended that the base bid be increased by \$35,558 to provide staff flexibility and timeliness in making decisions in the field.

CEQA Information

The Agreement is exempt from CEQA review based on guideline sections 15301 – Existing Facilities, as it involves maintenance services of only existing facilities; and 15061(b)(3), as it can be seen with certainty that the activities within the Agreement will not have a significant effect on the environment.

Supplemental: (additional Fiscal Info if applicable)

The average change in CPI for Riverside County over the past five years is 1.5%. Applying this rate for the second through fifth years of the contract, costs to be paid from the District's Community Parks & Centers Fund 25600 are estimated to be as follows:

Year 1	\$175,000
Year 2	\$177,625
Year 3	\$180,289
Year 4	\$182,993
Year 5	\$185,738
TOTAL:	\$901,645

**SUBMITTAL TO THE BOARD OF DIRECTORS, REGIONAL PARK AND OPEN SPACE DISTRICT,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA FORM 11:** Approval of Agreement for Landscaping
Maintenance and Irrigation Services for County Service Area (CSA) parks; Districts 3 and 5; [\$901,645];
Community Parks and Centers Fund 25600, Community Parks Dept ID 931155; CEQA Exempt.

DATE: 08/06/2015

PAGE: 3 of 3

Contract History and Price Reasonableness

The new contract price is below current contract price and is approximately 29 percent below the next lowest price offered. The contract is a replacement for current similar work being performed and will allow for uninterrupted services at a lower cost. County Counsel approved as to form.

Attachments:

Services Agreement for Landscape Maintenance and Irrigation Services
CEQA Notice of Exemption



SCOTT BANGLE Parks Director/General Manager
KYLA BROWN Chief - Parks & Recreation
KEITH HERRON Chief - Resources & Planning
BRANDE HUNE Chief - Business Operations

Riverside County Regional Park and Open-Space District

California Environmental Quality Act

Notice of Exemption

July 21, 2015

To: X Office of Planning and Research
P.O. Box 3044, 1400 Tenth Street, Room 222
Sacramento, CA 95812-3044

From: Riverside County Regional Park and
Open-Space District
4600 Crestmore Rd
Jurupa Valley, CA 92509

X County Clerk Recorder
County of Riverside
2724 Gateway Drive
Riverside, CA 92507

Project Title: Landscaping Maintenance and Irrigation Services Agreement and Services for District Managed County Service Area (CSA) Parks

Project Location – Specific: The Landscaping Maintenance and Irrigation Services Agreement covers six (6) CSA Park sites: Cabazon, Central, Deleo, Discovery, Overlook and Willows Parks in County Supervisorial Districts 3 and 5. See Attachment A for details.

Project location – City: N/A

Project Location – County: Riverside

Project Description: The proposed project includes the maintenance and irrigation of landscaping at existing park sites.

Name of Public Agency Approving Project: Riverside County Regional Park and Open-Space District

Name of Person or Agency Carrying Out Project: Marina Landscape Maintenance Inc.

Exempt Status: *(check one)*

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State CEQA Guidelines Sec. 15301 (h) – Existing Facilities; Sec. 15061 (3) – Common Sense Exemption.
- Statutory Exemptions.

Reasons why project is exempt: The project is exempt from CEQA per the Following CEQA Guidelines:

- Section 15301 – Existing Facilities. “(h) Maintenance of existing landscaping.” This is an agreement to allow the District to obtain landscape maintenance services for the community parks listed above. The referenced guideline and section contract the maintenance and management of the existing landscaping, native growth and water supply, in each park (excluding the use of pesticides as defined in Section 12753) Division 7, Chapter 2 Food and Agricultural Code).

- Section 15061(3) – “The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.”

Based upon the identified exemptions above, the Riverside County Regional Park and Open-Space District hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Lead Agency Contact Person: Marc Brewer Area Code/Telephone/Extension: 951-955-4316

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

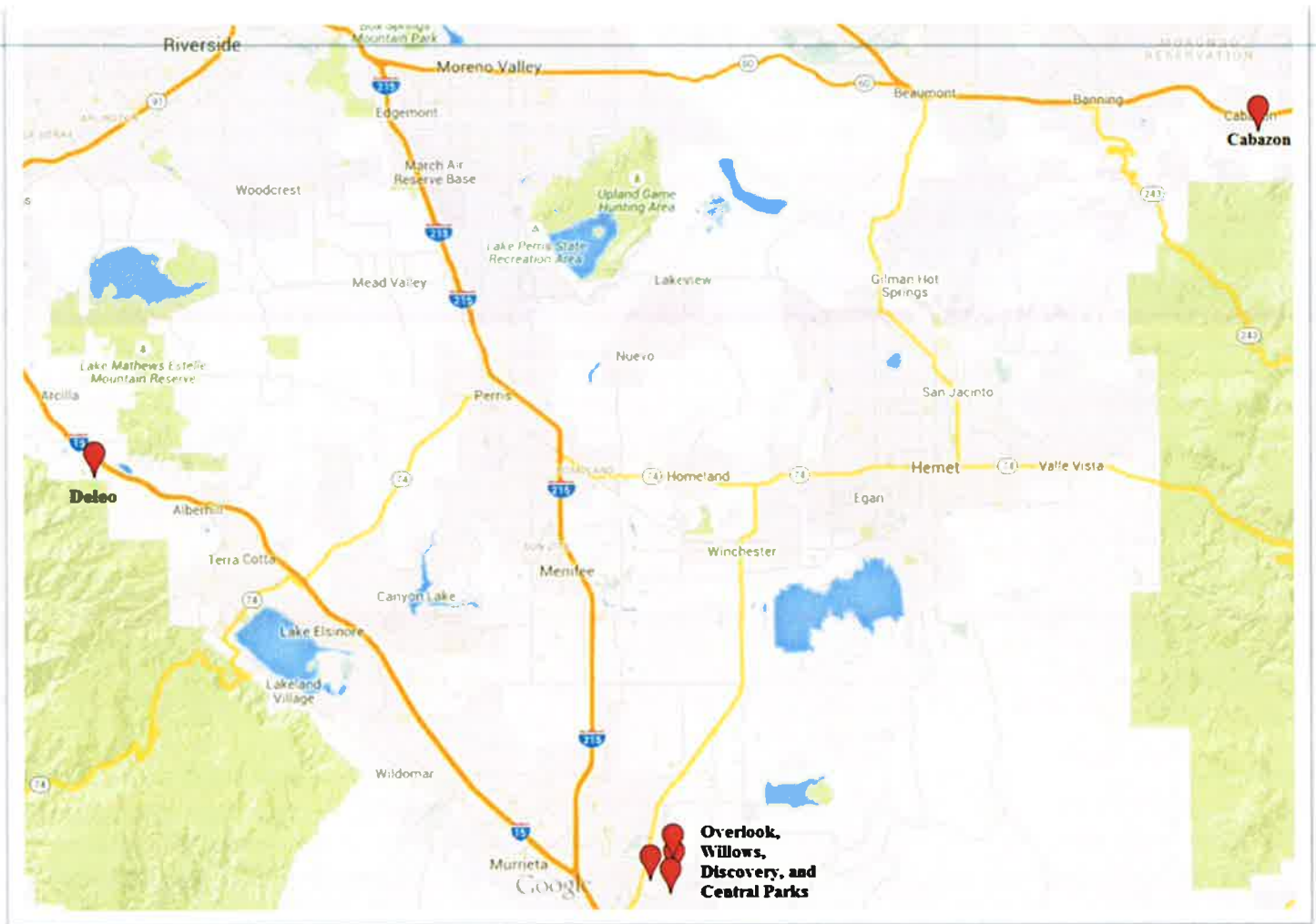
Signature: Keith Kenyon Date: 8-5-15 Title: For: General Manager

Signed by Lead Agency

Date received for filing at OPR: _____

Signed by Applicant

Attachment A: Park Locations



- Cabazon Park – 50390 Carmen Ave, Cabazon, CA 92230 (CSA 85: 9 acres)
- Deleo Park – 25655 Santiago Canyon Rd, Corona, CA 92883 (CSA 134: 25 acres)
- Central Park – 30666 Central Park Drive, Murrieta, CA 92562 (CSA 143: 5 acres)
- Willows Park – 29750 Willows Ave, Murrieta, CA 92562 (CSA 143: 8 acres)
- Discovery Park – 35100 Willows Ave, Murrieta, CA 92562 (CSA 143: 3 acres)
- Overlook Park – 29655 Joseph Rd, Murrieta, CA 92562 (CSA 143: 1 acre)

PROFESSIONAL SERVICES AGREEMENT
for
LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES

Between

RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

and

MARINA LANDSCAPE MAINTENANCE INC.



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This Agreement, made and entered into this ____ day of _____, 2015, by and between **MARINA LANDSCAPE MAINTENANCE INC.**, a California corporation, (herein referred to as "CONTRACTOR"), and the **RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT**, a special District, (herein referred to as "DISTRICT"). 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 Work, at the prices stated in Exhibit "B", Cost Summary.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the DISTRICT relies upon this representation. CONTRACTOR shall perform to the satisfaction of the DISTRICT 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 DISTRICT 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

This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect for one (1) year, with the option to renew up to four (4) additional one-year periods, for a total of five (5) years, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Regional Park and Open Space District's Board of Director's is the only authority that may obligate the District for a non-cancelable multi-year agreement.

3. Compensation

3.1 The DISTRICT shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit "B", Cost Summary. Maximum payments by DISTRICT to CONTRACTOR shall not exceed One Hundred Seventy Five thousand (\$175,000.00) annually including all expenses. The DISTRICT 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", Cost Summary, DISTRICT shall not be responsible for payment of any of CONTRACTOR'S expenses related to this Agreement.

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 DISTRICT. The DISTRICT requires written proof satisfactory to DISTRICT 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 DISTRICT. 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 DISTRICT and approved (if needed) for budget funding by the Board of Directors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to DISTRICT by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and DISTRICT 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 DISTRICT. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Regional Park and Open-Space District
Attn: Finance
4600 Crestmore Road, Jurupa Valley, CA 92509

OR: Email invoices to: parks-finance@rivcoparks.org

- 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 PKARC-184; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The DISTRICT obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of DISTRICT funding from which payment can be made. No legal liability on the part of the DISTRICT 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, DISTRICT 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 Directors are the only authorized DISTRICT representatives who may at any time, by written order, alter this Agreement. If authorized by the Board of Directors, the Purchasing Agent may exercise the option to extend the term period pursuant to the terms of this Agreement and execute amendments to effect the term period extensions. 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 DISTRICT Purchasing Agent decides that the facts provide sufficient justification, he/she 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. DISTRICT 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 CONTRACTOR may terminate this Agreement without cause upon 180 days written notice served upon the DISTRICT stating the intent and effective date of termination. CONTRACTOR will return funds to DISTRICT on a pro-rata basis, if applicable.

5.3 DISTRICT 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 that may endanger performance and does not immediately cure such failure. In the event of such termination, the DISTRICT may proceed with the work in any manner deemed proper by DISTRICT.

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

5.5 After termination, DISTRICT shall make payment only for CONTRACTOR'S performance up to the date of termination in accordance with this Agreement.

5.6 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.

5.7 CONTRACTOR is not debarred from the System for Award Management (SAM). If the Agreement is federally or State funded, CONTRACTOR must notify the DISTRICT immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.8 The rights and remedies of DISTRICT 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 DISTRICT pursuant to this Agreement shall be the sole property of the DISTRICT. The material, reports or products may be used by the DISTRICT for any purpose DISTRICT deems to be appropriate, including, but not limit to, duplication and/or distribution within the DISTRICT 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 DISTRICT.

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 DISTRICT of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the DISTRICT'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, or entertainment directly or indirectly to DISTRICT 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 DISTRICT or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other DISTRICT 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 DISTRICT 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 DISTRICT. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the DISTRICT 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 DISTRICT may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the DISTRICT 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 DISTRICT representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR'S performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the DISTRICT. 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 DISTRICT 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 DISTRICT harmless from any and all claims that may be made against DISTRICT 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 DISTRICT merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with DISTRICT within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify DISTRICT within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with DISTRICT in the event that they

are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, DISTRICT business operations related to this Agreement.

9.6 CONTRACTOR shall notify DISTRICT within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

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 DISTRICT; 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 DISTRICT's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the DISTRICT'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 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 DISTRICT. 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 DISTRICT shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not 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. §1210 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 DISTRICT 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 DISTRICT. CONTRACTOR shall provide to the DISTRICT reports and information related to this Agreement as requested by DISTRICT.

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; DISTRICT information or data which is not subject to public disclosure; DISTRICT 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 DISTRICT 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 DISTRICT, any such information to anyone other than the DISTRICT. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The DISTRICT Purchasing Agent, or designee, shall administer this Agreement on behalf of the DISTRICT. The Purchasing Agent 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:

DISTRICT

RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT
4600 Crestmore Road
Jurupa Valley, CA 92509

CONTRACTOR

Marina Landscape Maintenance, Inc.
1900 South Lewis Street
Anaheim, CA 92805

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 DISTRICT 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 DISTRICT 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 District, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Directors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage 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. 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 DISTRICT; 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.

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

21.4 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.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the DISTRICT 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 DISTRICT herein refers to the Riverside County Regional Park and Open-Space District, County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Directors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. 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 District.

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 of its obligations hereunder. Policy shall name the DISTRICT 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.

C. Vehicle Liability:

If vehicles or mobile equipment is 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 DISTRICT as Additional Insureds.

D. 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 District Risk Manager. If the District'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 exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the District's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the DISTRICT, 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 District 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 District 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 DISTRICT 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 DISTRICT 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 DISTRICT 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 shall sign the original endorsements for each policy and the Certificate of Insurance.

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4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the DISTRICT'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 DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the District 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 DISTRICT.

8) 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.

23. General

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 DISTRICT. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the DISTRICT on request; or at its option the DISTRICT 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 DISTRICT pursuant to this Agreement, free from all liens, claims, or encumbrances.

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

23.7 The DISTRICT 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 DISTRICT 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 DISTRICT 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.

[Signature Provisions on Following Page]

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.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

DISTRICT
RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT
4600 Crestmore Rd
Jurupa Valley, CA 92591

SERVICE PROVIDER
MARINA LANDSCAPE
MAINTENANCE INC.
1900 South Lewis Street
Anaheim CA, 92805

Signature: _____
Kevin Jeffries
Chairman, Board of Directors

Signature: _____
Print Name: _____
Title: _____

Dated: _____

Dated: _____

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

(Seal)

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: Synthia M. Gunzel
Synthia M. Gunzel
Deputy County Counsel

Exhibit "A" – Scope of Work

I. SCOPE OF SERVICES:

A. The Contractor shall provide landscape and mowing maintenance services in accordance with the Scope of Services, Special Provisions, Technical Specifications and Agreement Terms and Conditions. **C-27 License is required.**

1. Emergency Numbers and Callouts. The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the District shall be referred to the Contractor for immediate disposition.

2. In the event that emergency work is required, the Contractor shall notify the District Representative or Supervisor by telephone in advance before any emergency work is commenced. Non-emergency maintenance work requires written approval before the work is performed. An answering service is not acceptable for emergency calls after working hours/weekends.

3. In situations involving emergency work after normal working hours, the Contractor shall dispatch qualified personnel and equipment to reach the site within two (2) hours. The Contractor's vehicle shall carry sufficient equipment to safely control traffic. When the Contractor arrives at the site, the Contractor shall set up traffic warning and control devices, if deemed necessary, and proceed to repair the system on a temporary basis.

B. The Contractor shall supply the District with the name(s) and phone number(s) of responsible person(s) representing the Contractor for 24 hour emergency response. The above mentioned information shall remain current at all times. Any changes shall be forwarded to the District in writing within 12 hours of any such change. (Failure to provide the District with current emergency information within the 12-hour period shall result in a \$200.00 penalty per occurrence).

C. Emergency response can be defined by:

1. Instructions per District Representative or Supervisor
2. Prior agreement
3. Public health/safety matters

Public health/safety matters include but are not limited to broken water mains, stuck valves, threat to private property resulting from the responsible Contractor's operations, fallen trees, natural disasters, etc.

D. The Contractor shall supply their field supervisor, crew chief, irrigators with a cellular telephone.

1. Special License and Permits. The Contractor shall have and maintain a valid C-27 Contractor's license. All applications of chemical controls, i.e., herbicides and pesticides, QAL Applicators License, shall be done in compliance with governmental requirements. Applications of such materials shall be done by personnel licensed by the State of California, Department of Food and Agriculture. Contractor shall obtain any permits required by local governmental agency for the use of special chemicals. The Contractor shall agree to complete all work in accordance with the California

Environmental Quality Act (CEQA) and all other applicable local, state, and federal laws, rules and regulations

2. Dress Code and Appearance. All personnel of the Contractor shall be required to wear uniforms bearing the company name while on the project. Sufficient changes shall be provided to present a neat and clean appearance of personnel at all times. The uniform shall consist of a shirt, trousers and or short pants during the summer months.

3. Supervision. The Contractor shall assign a supervisor working regular hours for the duration of this contract for each awarded area. He or she shall have a minimum of five (5) years of experience as a Landscape Supervisor. The supervisor shall be capable of communicating effectively both in written and verbal English.

4. Personnel

- a) The Contractor shall provide personnel fully trained in all phases of landscape irrigation systems operation, maintenance, adjustments, and repairs; in all types of components, to include irrigation controllers, valves, master valves, moisture sensing devices, and sprinkler heads; CALSENSE irrigation systems including all brands and models of irrigation equipment used within the District.
- b) The Contractor shall provide personnel knowledgeable of, and proficient in, current water management concepts, with the capability of working with District staff in implementing more advanced water management strategies.
- c) The Contractor shall provide all personnel capable of verbal and written communication of the English language at a professional level.

5. Project Personnel. Upon request, the Contractor or his representatives will walk the project with the District's Representative for the purpose of determining compliance with the specifications or to discuss required work. Contractor representatives must be authorized to sign documents that affect changes to the job.

6. Safety. Contractor shall be responsible for providing a safe work place, and compliance with standards and regulations of the California Occupational Safety and Health Act (Cal OSHA), Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), and any other applicable government law or County of Riverside Risk Management standards.

7. Non-Performance. All work performance shall be subject to inspection and approval by the District Representative. If performance is unsatisfactory, or work is not performed, a deduction shall be applied to the Contractor's billing in accordance with the deduction schedule listed below. Contractor shall be notified and issued a deficiency notification whenever deductions are applied. The sum of one hundred dollars (\$100.00), per individual landscape maintenance task not performed per these specifications, shall be deducted and forfeited from payments to the Contractor.

8. Special Requests. The Contractor may be requested by the District to perform special tasks which are above his normal scheduled work (i.e., pruning for a specific aesthetic view problem). It is intended that the Specifications are indicative of the work to be anticipated by the Contractor and will allow for reasonable additional work at no

additional cost to the District which is considered normal maintenance to meet the objectives and criteria.

9. Project Inspections. Upon request, the Contractor or his representative will walk the project with the District representative, for the purpose of determining compliance with the Specifications or to discuss required work. The Contractor's representative shall be authorized to sign documents and effect changes to the job.

10. Traffic Control. Where applicable and in accordance with the Cal-Trans Watch Manual, the Contractor shall notify local authorities of his intent to begin work at least five (5) days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of vehicles. If the Contractor permits traffic to operate in an unsafe manner and does not take appropriate safety measures (such as placement of markers or signs regarding the presence of workers near a roadway), the District may immediately suspend all work until the Contractor has met all safety requirements.

Where applicable, when entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic. The Contractor shall make every effort to keep commercial driveways open during working hours. During and after working hours, all driveways shall be accessible with smooth and safe crossings through the construction area (State of California Traffic Manual or Work Area Traffic Control Handbook).

11. Protection of Property During Inclement Weather. During periods of storms or high winds, the Contractor will provide supervisory inspection of the project during regular hours to prevent or minimize possible damage from inclement weather. The Contractor shall submit a report identifying any storm or high wind damage to the District's representative attached to a site map identifying the location of damage and cost estimate to repair/replace any damage. If remedial work is required beyond the scope of this Contract, it shall be paid for as extra work. It is the Contractor's responsibility for removing landscape debris and general trash accumulated by high winds or other typical or non-typical environmental conditions. The Contractor shall modify their schedule to complete all the required work within a forty-eight (48) hours of inclement weather.

12. Protection of Existing Facilities and Structures. The Contractor shall exercise due care in protecting from damage all existing facilities, structures, and utilities both above surface and underground on the District's property. Any damage to District property deemed to be caused by the Contractor's negligence shall be corrected or paid for by the Contractor at no cost to the District. If the District requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any underground systems, i.e., utility lines. This does not release the Contractor of the responsibility for taking reasonable precaution when working in these areas. Any damage or problems shall be reported immediately to the District.

13. District Liaison. The District Representative or Supervisor, and the Contractor's representative will meet on a weekly basis. The purpose of this meeting will be to discuss specific project problems. More frequent contact may be required between the District and the Contractor separately from these meetings. The District Supervisor and

Contractor will review and initial invoice items verified as completed prior to submittal to the District for payment.

14. Work Not Included. Water and electrical billings, except in instances where excessive costs are incurred by the District due to water waste or negligence by the Contractor, are not included within this Agreement. If the District determines that excessive utility costs have occurred in their sole and absolute discretion, the District may withhold from the payment to the Contractor those funds necessary to reimburse the District for these additional costs.

15. Contractor Negligence. Any damage to the District's property which has been determined to be due to the Contractor's negligence shall be corrected at no additional cost to the District. Dead or missing plants attributable to improper care by the Contractor shall be corrected by the Contractor at no additional cost to the District.

16. Scheduling of Operations. The Contractor shall perform his work at such times as to minimize disturbance or interference to resident convenience, recreational programs, and pedestrian or vehicle circulation. For example, mowing or irrigation checks should occur early in the morning. The Contractor shall submit a Maintenance Schedule describing maintenance operations and when work and applications of chemicals/fertilizers will be accomplished. **Maintenance schedule shall be submitted with the bidders quote response and approved PRIOR to starting any maintenance operations.** All forms and schedules shall be of a format approved by the District.

17. Sound Control Requirements. The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the Contract.

- a) Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the project without said muffler. Properly equipped internal combustion engines may only be operated between 7:00 a.m. and 8:00 p.m.
- b) Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

18. Construction/Maintenance Equipment. The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the public from injury and damage from such equipment.

19. Additions/Deletions to District Maintenance Service Areas. Changes in the areas to be maintained may be made as the District develops new areas or existing areas and/or relinquishes currently maintained areas. Any and all such changes shall only be made upon written notification in the form of a change order which shall clearly state the effective date of the change. The Contractor agrees that as additional maintenance service areas are added, the Contractor shall maintain such additional maintenance areas in accordance with the terms of this Contract and at the rates specified in the Maintenance Services cost proposal for extra work and at the stated unit costs.

20. Additions/Deletions to Maintenance Specifications. The District reserves the right to make additions, deletions, revisions, and/or otherwise modify the Maintenance

Specifications. Any change in the specifications that causes the Contractor to suffer additional expenses may be negotiated upon written justification.

21. Administration.

a) Reports and Schedules and Payment Adjustments

1. The Contractor shall provide reports and schedules, which shall indicate the major items of work and further delineate the time frames for accomplishment. The District reserves the right to provide contractor with report and schedule forms and to add at any time these reports and schedules when needed. Contractor agrees to complete and submit the District reports and schedules as required. A list of reports and schedules may include and not limited to items listed in Exhibit F.

2. The Contractor shall complete a schedule for each item of work and each area of work.

3. The initial schedule shall be submitted on or by the effective date of the contract. Thereafter it shall be submitted on the day agreed upon by the Contractor and the Inspector.

4. The Contractor shall provide a Maintenance Schedule, as directed by the District, showing the schedule of Maintenance Operations including, but not limited to: mowing, aeration, verticutting/thatching, overseeding, pruning, mulching trimming, pesticide applications, the application of fertilizers to shrubs, ground cover and turf, clippings and trash removal.

5. Failure to supply the required schedule shall result in the deduction and forfeiture of One-Hundred Dollars (\$100.00) from payment to the Contractor per occurrence.

6. Changes to the schedule shall be received by the District's Supervisor at least twelve (12) hours prior to the scheduled time for the work.

7. Failure to notify of a change and/or failure to perform an item of work on a scheduled day may result in deduction of payment for that date or work even though the work is performed on a subsequent day.

8. The Contractor shall adjust his schedule to compensate for all holidays.

9. The Contractor shall adjust his schedule as directed by the District Supervisor.

b) Performance During Inclement Weather

1. During the periods when inclement weather hinders normal operations, the Contractor shall adjust his work force in order to accomplish those activities that are not affected by weather. Activities affected by the weather shall be completed within 48 hours after the inclement weather or as directed by the District's representative.

2. The prime factors in assigning work shall be the safety of the work force and damage to landscaping, in that order.

3. Failure to adjust the work force to show good progress on the work shall result in deduction of payments to reflect only the work actually accomplished.

c) Performance On Schedule

1. The Contractor will be given the maximum latitude in establishing work schedules which correspond to its staff and equipment resources. The Contractor will also be provided the opportunity to adjust those schedules to meet special circumstances.

2. The District reserves the right, when needed, to adjust the mowing schedule from once per week to twice per week during the peak summer months and once per week to every other week during the winter months. Adjustments to the mowing services cost shall be in accordance with the fees proposed within this cost proposal at the per acre price.

3. All Work shall be completed on the week scheduled as shown on the schedule.

4. Failure to complete the work as scheduled will result in the following actions:

i) The sum of one-hundred dollars (\$100.00) per day will be deducted and forfeited from payments to the Contractor for each instance where an item of work is not completed in accordance with the schedule or specifications, except for mowing/mechanical edging which shall be one-hundred dollars (\$100.00) per instance.

ii) These actions shall not be construed as a penalty but as an adjustment of payment to the Contractor for only the work actually performed or as the cost to the District for inspection and other related costs from the failure by the Contractor to complete the work according to schedule.

iii) Failure to provide the District with current emergency information within the 12 hour period shall result in a two-hundred dollar (\$200.00) penalty per occurrence.

d) Other Deficient Performance Items

1. The Contractor shall be notified both verbally and in writing each time performance is unsatisfactory and corrective action is necessary.

2. The Contractor shall complete corrective action within the following time frames subsequent to verbal notification:

a) Major irrigation problems within four (4) hours

b) Other irrigation problems within twenty-four (24) hours (including controller program adjustments, reports and schedules)

c) Other deficiencies within forty-eight (48) hours

d) Re-staking of trees within twenty-four (24) hours

e) Failure to remove and dispose of debris generated by regular maintenance operations, within twenty-four (24) hours

f) Failure to remove and dispose of debris including tumbleweeds from wind or normal litter accumulation, within twenty-four (24) hours

g) Failure to provide weekly irrigation observation report within twenty-four (24) hours of the first working day of the following week

h) Failure of an employee to wear a uniform or a safety vest per occurrence

22. Green Waste Recycling - Recycling of maintenance material as part of this contract is required by the District. "Clean" is defined as green waste (leaves, bushes, grass clipping) that is free from contamination from non-green waste such as construction material, plastic irrigation lines, rocks, trash, etc. The Contractor shall meet all recycling needs as required by the designated District representative at no additional cost to the District.

23. Inspection of Site - The Contractor, before submitting their proposal, shall be completely familiar with the site and be apprised fully as to all conditions that might affect the work specified. In addition, the Contractor should ascertain the availability and extent of maintenance storage facilities, necessary safety precautions, safeguards required for the protection of District property, and all other special regulations and requirements to be observed by the Contractor in the conduct of their work.

The inspection of the site, including physical and operational conditions which might affect the performance of the work will be presumed to have been made by the Contractor, and the District will in no case be responsible for the costs or expenses which may develop on account of the Contractor's failure to do so.

24. Undocumented Workers:

This contract involves the employment of unskilled labor. Such employment may be attractive to persons coming from foreign countries, sometimes illegally. Bidders are reminded that it is a crime to bring into the United States, transport within the United States, and to harbor aliens who do not have a proper visa to enter and work in this country (8 U.S.C. '1323-1325). If violations are suspected or discovered during payroll or other audits during the performance of work on this project, they shall be reported to the U.S. Immigration and Naturalization Service for investigation and appropriate action. Conviction of the Contractor for commission of a criminal offense referred to herein shall be deemed sufficient cause for default and the initiation of debarment or suspension proceedings to prevent the Contractor from receiving future County contracts.

II. LANDSCAPE MAINTENANCE SPECIFICATION:

- A. The Contractor's primary responsibility will be to maintain the service areas at the highest industry standards by integrating innovative and progressive techniques and to follow the objectives as set forth in these specifications.
- B. The Contractor shall furnish all labor, equipment, materials, tools, transportation, services, special skills and necessary appurtenances required to perform the landscape maintenance as set forth in this specification and in keeping with the highest standards of quality and performance. Contractor shall be required to equip his/her staff with a tablet or smart phone that has internet access in order to report maintenance concerns using the District's park support/work order system.
- C. Maintenance of the service areas shall include but not be limited to inspections, mowing, trimming, shrub pruning, fertilization, aeration, tree trimming of twelve feet 12' or less, weed control, cultivation, pest control, replacements, renovation, overseeding of seasonal turf area, cleanup of any blown in waste items (including trash, tumbleweeds, etc.), and clean-up of drainage facilities. It is the intent to schedule maintenance to keep this site in a state of healthy vigorous growth. Palm trees are not included in this RFQ.

- D. Contractor shall be responsible for all repairs, at the Contractor's expense, to the complete in-ground portion of the irrigation system from the point that irrigation water exits the system to the point of connection with the water meter. Irrigation maintenance shall include inspections, operation of the systems, adjustments, repairs, modifications, improvements, testing, analysis, and other work as needed.

III. TURFGRASS, where applicable.

A. General

1. Watering: For those service areas requiring this service, a regular, deep watering program shall be accomplished to give the best results. The established turf should not be kept moist but should dry out somewhat between watering. Allow turf to dry out before mowing.
2. Aeration:
 - a. Mechanically aerate all turf areas as often as required or as directed by the District's Supervisor to reduce compaction/stress conditions, which will offer greater water penetration and reduce runoff. In those areas where soil condition is poor, top dressing may be required by the District Supervisor. When top dressing is required, the Contractor shall submit a request for extra work which must be approved by the District Supervisor before work is scheduled.
 - b. Use a plug aerator with ½ inch tines. Any areas that show excessive compaction shall receive additional treatment as required and deemed necessary by District Supervisor to alleviate this condition. The scheduling of aeration will be recorded on the maintenance schedule and shall be performed no less than three (3) times per year. In rocky areas, a solid tine or vertical slice aerator will be required.
3. Mowing:
 - a. All turf areas shall be mowed once per week to twice per week during the peak summer months, if needed; and once per week to every other week during the winter months, unless otherwise directed by the District's Supervisor, cut cool season turf grass will be maintained at a height of 2 inches. Common Bermuda and other warm season grasses shall be mowed to not exceed 1 inch height, hybrid Bermuda at ¾ inch height. Avoid removing more than one-third of the leaf area blade at any one time. Remove or catch the clippings. Use rotary type mowers for cool season grasses and reel type mowers for warm season grasses with sharp blades (blades should be sharpened or replaced at least twice a week). All debris must be removed daily and disposed of legally off-site. Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles located within the turf areas such as electrical boxes or fixtures. Do not mow areas that are saturated with water. Alternate mowing patterns shall be used whenever possible to prevent wheel ruts in turf areas. If ruts are made, contractor will make repairs at his own expense. The District's Supervisor must approve of all mowing equipment used by the contractor. Small rotary push mowers will be required for parkways and other small areas.
 - b. It is the intent of the District that the contractor use mulching mower equipment to mow all turf areas. The contractor may be required, at the discretion of the District's Supervisor, to bag and remove grass clippings if the use of mulching mowers creates a hazardous or messy condition in the area of work. Additionally, at no time shall grass clippings be directed into the storm drain system by the contractor.
4. Fertilizing: Apply fertilizers so as to provide sufficient nitrogen and other basic nutrients on a regular basis to maintain the turf in a healthy condition, or as directed by the Supervisor. Fertilizer will be applied as often as required to maintain deep green color at

all times. The type of turf and time of year will determine the type of fertilizer used. The frequency of application will greatly depend on the amount of leaching caused by excess use of water. The type of fertilizer used and frequency applied will be recorded. Coordinate all fertilizer applications with the District's Supervisor.

5. Trimming and Edging: Trim around walls, buildings, curbs, header boards, valve boxes, quick couplers, and paved areas on a weekly basis to present a neat, clean appearance. Chemically edge around trees (tree wells) within a minimum 18" radius from the trunk using care not to damage the tree trunk or roots. At no time will chemical edging be allowed on anything other than tree wells unless directed otherwise in writing by the Supervisor.
6. Thatching: Thatch all turf areas once per year at a time when there will be the least amount of stress to turf, preferably in the Spring or Fall. Thatching will be in accordance with the following methods:
Step 1: Aerify entire area using an aerator with ½ inch tines.
Step 2: Verticut the entire area using a thatching machine set to contact the soil line.
Step 3: Verticut in two different directions. Pick up debris with a turf vacuum.
Step 4: Mow with rotary mower at regular cutting height as specified above or as directed by the Supervisor.
7. Refurbishment and overseeding of Turfgrass: Turf areas that thin out due to shading effect of trees, structures and irrigation malfunction (due to Contractor's negligence) will be reseeded with an approved grass seed to restore the thinning areas. Additionally, turf areas planted with seasonal grasses will be overseeded with appropriate grass to keep them green year round. Coordinate with the District's Supervisor. This will not be considered extra work.
8. Weed Control: Contractor shall maintain turf areas in a weed free condition at all times by the use of either chemical or mechanical means. Pre-emergent herbicide applications shall be required to control crabgrass in all turf areas. The Contractor shall exercise extreme care and caution while applying chemical weed controls to avoid damaging any non-target plant materials. Before such applications are made, the turf should be well established and in a vigorous growth condition. All chemical applications will be recorded and coordinated with the District Supervisor.
9. String Trimmers: Care shall be exercised with regard to the use of string trimmers to prevent damage to building surfaces, walls, header board, light fixtures, signage, etc. String trimmers shall not be used within 18" of a tree trunk.

IV. SHRUB MAINTENANCE

A. Pruning

1. Shrubs shall be pruned as required for safety, removal of broken, dead and diseased branches, general containment, and appearance.
2. All shrubbery shall be pruned, trimmed, thinned, and suckers removed to properly contain its size with respect to species, size of planters and the best health of the plant. Coordinate with the District Supervisor.
3. Prune shrubs to retain as much of the natural informal appearance as possible, consistent with intended use. Coordinate with District Supervisor.
4. Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance.
5. Remove any spent blossoms or dead flower stalks as required to present a neat appearance.
6. Shrubs and mounding shall not exceed 2 feet in height within areas required for vehicle sight distance depending upon roadway topography (i.e. medians and street corners). Coordinate with the District Supervisor.

7. Shrubs shall be pruned and trimmed using sound horticultural techniques.
 8. Shrubs shall be maintained within the limits of confined areas (i.e., narrow medians, walkways, etc.) so as not to encroach on same.
 9. Shrubs shall be trimmed to maintain horizontal clearance along all walkways and trails to prevent encroachment onto private property.
- B. Shrubbery Replacement: The Contractor, at their expense, shall be responsible for the complete removal and replacement of shrubbery lost due to negligence by the Contractor as determined by the District Supervisor.
 - C. Pruning Schedule: Shrubs shall be pruned and trimmed as needed, or as requested by the District Supervisor.
 - D. Fertilization: Contractor shall furnish and apply a balanced fertilizer as needed in shrub areas to maintain a healthy appearance and condition, or as directed by the District Supervisor.
 - E. Cultivation and Mulching: Contractor shall cultivate landscape bed areas and tree wells sufficiently and often enough to control weed growth and maintain existing irrigation and drainage ditches. Mulch is also required to be applied in all open dirt areas and/or around trees as required by the landscape inspector (mulch will be supplied or paid for by the District).
 - F. Irrigation (Deep Soaking): Deep soaking shall be defined as the application of sufficient quantities of water, without excessive run-off, to maintain the reasonable health and vigor of plants. Basin modifications may be required. Quantities of water shall be sufficient to allow for deep water penetration and encouragement of deep rooting of the plants.

V. VINES/ROSES, if applicable

A. General

1. Vines shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports.
2. Do not use nails to secure vines on masonry walls.
3. Existing vines planted in pockets not provided with sprinklers shall be deep watered as needed to promote optimum growth.
4. Pruning of vines and roses will be in accordance with good horticulture practices.
5. Vines shall be trimmed as required for safety, disease, general containment or appearance, or as directed by the District Supervisor.
6. All vines planted on walls shall be trimmed and maintained 18" from the top of the wall. This distance may be modified at the discretion of the District Supervisor.
7. Roses are to be maintained such that they present a neat appearance at all times and are not a public hazard. This includes but not limited to cutting dead roses from the rose bushes.
8. The Contractor shall not remove any roses from the District's property without the District Supervisor prior approval.
9. The Contractor shall not allow roses to grow into trees, shrubs or other undesirable places.

VI. GROUND COVER

A. General

1. Trim ground cover plantings as required for general containment and to present a neat, clean appearance.
2. Weeds shall be controlled and not allowed to reach two inches (2") in height. Remove weeds by chemical or mechanical means as approved by the District Supervisor.

3. Keep ground cover trimmed back from all utility cabinets, irrigation controller units, valve boxes, quick couplers, or any other appurtenances or fixtures. Do not allow ground cover to grow up the trunks of trees, sidewalks, roadways, planters, into shrubs, on structures or walls unless directed by the landscape inspector. Keep trimmed back approximately 4 inches from structures, walls, etc. Coordinate trimming around base of shrubs/trees with District Supervisor.
4. Bare soil areas shall be cultivated a minimum of once per month and/or mulched as directed by the landscape inspector (mulch will be supplied or paid for by the District).

VII. FERTILIZATION

- A. General: Contractor shall use only dry pelletized fertilizers and include all pre-emergents when needed, unless otherwise approved by the District Supervisor. Applications shall be in accordance with the manufacturer's specifications.
- B. Scheduling: The application of all fertilizers shall be recorded and specifically identified on the Contractor's Maintenance Schedule indicating the fertilizer used and frequency applied (i.e., turf, trees, roses, shrubs, ground cover, etc.).
- C. Method of Application: When applying fertilizer granules, every precaution shall be taken to contain these materials in the planting areas. The Contractor will be responsible for removing all fertilizer stains from concrete caused by his application.
- D. Timing of Application: When climatic factors cause problems with the general use of fertilizers, an adjustment of the fertilizing schedule may be necessary. After fertilizer application, watering schedule shall be monitored to eliminate runoff or leaching of fertilizer materials.
- E. Soil Testing: Soil tests and plant analysis shall be obtained by the Contractor at the discretion of the District Supervisor to determine the need for fertilizer or amendments, and shall be completed prior to application. Copies of all test reports shall be submitted for review by the District Supervisor prior to application. The Contractor shall provide soil and foliar testing at no expense to the District. For the purposes of bidding, the Contractor should assume thirty (30) tests per year. The District Supervisor shall determine all test locations.

VIII PEST CONTROL OF PLANT MATERIAL

- A. General:
 1. Contractor shall practice Integrated Pest Management. This shall involve common-sense practices that use environmentally acceptable methods of pest control with the least possible hazard to the public, District property, and the environment. Practices shall combine the use of current information on pest life cycles, exclusion, natural enemies, and host resistance.
 2. Contractor shall provide complete control of all plant pests and/ or diseases.
 3. The Contractor shall obtain all necessary licenses and permits to comply with District, County, State and Federal regulations or laws.
 4. Contractor will assume responsibility and liability for the use of all chemical controls.
 5. Pest and disease shall include, but shall not be limited to all insects, mites, other vertebrates, and invertebrates including pocket gophers, moles and squirrels, pathogens and nematodes.
 6. All material use shall be in strict accordance and applied within the most current EPA regulations and the California Food and Agricultural Code.

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B. Application of Pesticides:

1. District shall be notified prior to the application of pesticides and other chemicals. Pesticide applications shall be recorded on the Maintenance Schedule and coordinated with the District's Supervisor. Material Use Reports for all pesticides shall be filed with the District no later than the 10th day of every month for the preceding month.
2. Pesticides shall be applied at times which limit the possibility of contamination from climatic or other factors. Early morning application shall be used when possible to avoid contamination from drift. Applicator shall monitor forecast weather conditions to avoid applications prior to inclement weather, to eliminate potential runoff in treated areas.
3. Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities of which the area is capable of absorbing without excessive runoff.
4. Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the State of California Food and Agricultural Code or EPA regulations.
5. Spray equipment shall be in good operating condition, quality, and design to efficiently apply materials to the target area. Spray drift from pesticide applications shall be minimized.
6. Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the District Supervisor.

C. Certification of Materials:

1. All materials shall be transported to the site in original containers. Materials shall be subject to inspection by the District Supervisor.
2. The State of California Agricultural Code requires that pesticides and/or chemicals may be used only after a written recommendation by a State of California Licensed Pest Control Advisor is obtained, with a copy forwarded to the District Supervisor prior to chemical usage. These recommendations shall be updated on a yearly basis. A recommendation consists of all the information the applicator should know for accurate and safe usage. The recommendation must be time and site specific.
3. If a Restricted Use Pesticide is recommended, a use permit issued by the County of Riverside Agricultural Commissioner must be provided to the District.
4. All pesticides shall be applied only by an operator possessing a California state issued Qualified Applicator's License or a Qualified Applicator's Certificate.
5. THERE SHALL BE NO APPLICATION OF A PESTICIDE WITHOUT WRITTEN PERMISSION FROM THE DISTRICT.
6. All areas of the landscape shall be inspected for infestations of pests such as ants, insects, mites, snails, and sow bugs. Plants shall be observed closely for leaves that may be blotched, blighted, deformed, mildewed, rusted, scorched, discolored, defoliated, or wilted.
7. Contractor shall identify the cause of plant injury and consult a Pest Control Advisor before application of chemical treatments.
8. Cultural preventive methods shall begin before a pest is visible. At certain times of the year, and with certain environmental conditions, the presence of certain pests can be anticipated. New plant growth shall be monitored for the presence of aphids, leaf hoppers, scale, mealy bugs, and mites. A 10 power magnifying glass is helpful for identifying mites. Evidence of ant activity may be seen in soil, along walks, and trunks of shrubs and trees.

9. Adult beetles shall be controlled before they lay eggs on bark in the spring. Ongoing inspections are necessary to determine if there is a summer brood.
10. Snails shall be controlled before becoming epidemic. They can be anticipated as a menace from spring until the advent of high temperatures.
11. Contractor shall prevent the spread of disease by keeping all cutting edges sterile by dipping in an alcohol or bleach solution after each cut.
12. Weeds must be removed upon appearance. Selective post-emergent herbicides shall be used to kill weeds without permanent injury to other plants.
13. Broadleaf weeds in turf shall be removed selectively, without injury to the lawn grass other than slight, temporary discoloration.
14. Grass weeds in lawns shall be controlled with selective post-emergent herbicides.
15. Creeping grasses shall be kept out of shrubs and groundcovers.
16. Weeds not killed with herbicides shall be removed manually. Turf and other desirable plants killed by weeds, chemicals, etc., shall be replaced at the Contractor's expense. All replacements must be made within 7 calendar days after receiving notice from the District.

IX. WEED CONTROL OF PAVED SURFACES AND EMPTY LOTS

- A. Contractor shall be responsible for controlling weeds in the cracks and expansion joints of hardscape areas that are contiguous to contractor maintained District landscape areas. This includes, but is not limited to, curb and gutter areas, sidewalks, walkways, picnic areas, courts, trails, etc.
- B. Landscape areas adjacent to empty lots shall have a contractor maintained 4' to 5' foot "buffer zone" separating the landscape from the weeds or vegetation on empty lots. Coordinate with the District Supervisor.

X. DRAINAGE FACILITIES

- A. The Contractor shall be responsible for the continual inspection and maintenance of all drains installed in the landscape areas. This includes V-ditches, surface drains, or any other drainage facilities that are contiguous to the landscape areas. Drains shall be checked and maintained free of obstruction and debris at all times to assure proper drainage. Remove any debris or vegetation that might accumulate, preventing the proper flow of water. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be reported to the District Supervisor immediately.

XI. GENERAL CLEAN UP

- A. **At no time will the Contractor be allowed to blow grass clippings or any other landscape debris into public streets or gutters without being swept or vacuum cleaned.**
- B. Contractor shall remove all debris resulting from their maintenance operations and dispose of it off-site at the time of occurrence. All grass clippings shall be picked up after each mowing or trimming operation. Use of mulching mowers must be approved by the District. If the use of mulching mowers is approved, all visible clippings must be removed in accordance with this specification.
- C. All debris resulting from any of the Contractor's operations shall be removed and disposed of legally at the Contractor's expense. No debris will be allowed to remain at the end of the work day. (Failure to remove and dispose of debris shall result in a \$100.00 forfeiture from payment.) All debris must be separated into green waste, recyclables, and other waste to minimize contamination and be disposed of in the appropriate locations. (Failure to separate and dispose of debris appropriately shall result in a \$100.00 forfeiture from payment.)

- D. All walkways will be kept clean/clear of debris and plant growth at all times. Care shall be taken not to create unnecessary hazards to foot or wheelchair traffic during maintenance operations.
- E. All shrub areas not inter-planted with ground cover will be raked clean a minimum of once a week or as directed by the District Supervisor.
- F. The Contractor will be allowed to dispose of debris from their maintenance operations at the District Yard only with prior approval by the District Supervisor. All debris must be separated into green waste, recyclables, and other waste to prevent contamination of the waste disposal bins, and be disposed of in the appropriate locations. Failure to separate and dispose of debris appropriately shall result in a \$100.00 forfeiture from payment for each occurrence. Coordinate with the District Supervisor.
- G. All other debris resulting from any of the Contractor's operations shall be removed and disposed of legally at the Contractor's expense. No debris will be allowed to remain at the end of the work day. Failure to remove and dispose of debris properly shall result in a \$100.00 forfeiture from payment for each occurrence.

XII. PLANT ADDITIONS AND/OR REPLACEMENTS

- A. As part of this agreement, the Contractor may be requested to replace damaged or destroyed trees, turf, shrubs, vines, ground cover, or flowers. Contractor shall submit a timely proposal in writing for these improvements. Such work will be paid for as extra work by the District unless otherwise specified within these specifications. No work shall commence until the proposal has been signed as accepted by the District Supervisor. Exceptions will be replacements due to Contractor's neglect. This will be determined by the District Supervisor.

XIII. GUARANTEE AND/OR REPLACEMENT POLICY

- A. All new plant material installations, irrigation installations and repairs done as part of this contract shall be guaranteed for a period of one calendar year with exceptions due to "Acts of God," i.e., damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence.

XIV. TRASH, LITTER AND DEBRIS CLEAN-UP

- A. Applies to all park and landscape areas as well as contiguous hardscape areas.
- B. All areas shall be inspected daily and maintained in a neat, clean and safe condition at all times.
- C. All animal feces or other materials detrimental to human health shall be removed from parks and landscape areas on a daily basis or per request.
- D. All broken glass and sharp objects shall be removed whenever service is provided or per request.
- E. All trash, litter and debris shall be removed and disposed of on a daily basis and as requested by the District's Supervisor. The District provides on-site dumpster enclosures at some, but not all of its Parks for this purpose.
- F. Contractor shall be responsible for the upkeep and cleanliness of the District's onsite dumpster enclosures. This includes removal and disposal of illegally dumped debris inside of and around the exterior of the enclosures whenever scheduled services are provided, and when requested by the District Supervisor. Pressure washing of the trash enclosures (once per month maximum) will be required when requested by the District Supervisor. ***Any hazardous materials found in the trash enclosures must be left in place and reported immediately to the District Supervisor.***

- G. All sidewalks, trails, pathways, sports courts, parking lots, skateparks, water drainage systems (all types), playground surfacing, sand courts/beds, barked and/or wood chip, gravel/dg areas, and hardscape areas contiguous to District maintenance areas shall be swept, raked, cleaned or hosed down daily, if necessary, to remove glass, sand/dirt, leaves, pine needles or any other debris that is hazardous to foot traffic or the intended use of the area. Pressure washing by the Contractor will be required when requested by the District Supervisor and considered a part of this RFQ. For purposes of bidding, Contractor shall assume playground structures will be pressure washed a minimum of six (6) times per year.

XV. ASPHALT AREAS AND PATHWAYS

- A. Special emphasis shall be placed on chemical edging along these areas to prevent damage to the asphalt by vegetation. All such damage shall be repaired at the Contractor's expense. Pressure Washing by the Contractor will be required when requested by the District Supervisor and shall be considered a part of this RFQ.

XVI. IRRIGATION SYSTEM MAINTENANCE

- A. Contractor shall be responsible for all repairs, at the Contractor's expense, to the complete in-ground portion of the irrigation system from the point that irrigation water exits the system to the point of connection with the water meter.
- B. Irrigation maintenance shall include inspections, operation of the systems, adjustments, repairs, modifications, testing, analysis, and other work as needed.
- C. Reporting:
1. All Irrigation systems shall be checked once per week, at a minimum, for proper operation. A record of this observation must be maintained and submitted to the District Supervisor by the first working day of the following week. During extreme weather conditions more frequent observations and adjustments may be required.
 2. Contractor shall submit an irrigation schedule, which lists watering days and times for stand alone controllers.
 3. Contractor shall create and maintain irrigation zone data sheets upon request of the District Supervisor.
 4. The initial programming of new controllers shall be performed by District personnel, with the contractor's assistance.
- D. Repairs & Maintenance:
1. Any repairs identified in the observation report will be corrected within three days.
 2. Any repairs made by the Contractor shall be in accordance with the original design specifications. All materials are to be new and identical to existing materials, unless a Supervisor approves a substitute in writing.
 3. Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranty.
 4. The Contractor shall keep all irrigation heads clean of flow impediments, and adjusted properly at all times.
 5. Contractor shall be responsible for adjusting height of sprinklers and risers as necessary to compensate for growth of plant material.
 6. Contractor shall restore any landscape areas disturbed by irrigation repair work back to their preexisting condition.
 7. Damages to plant material due to the Contractor's lack of performance in accordance with these specifications shall be the responsibility of the Contractor and will be repaired at the Contractor's expense.

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8. Damage to the system caused by conditions under which the contractor has no control, shall be repaired by the contractor as Extra Work if approved by the District Supervisor. Such circumstances include:
 - Theft (missing heads)
 - Storm damage
 - Damage by others
9. At any time, the District Supervisor may request a coverage test to evaluate proper settings, timing, usage, or maintenance of system.
10. The Contractor shall keep all controller enclosures free of debris and pests (slugs, ants, spiders, etc.) at all times. Any resultant damage due to the Contractor not meeting this specification will be the responsibility of the Contractor.
11. The Contractor shall be responsible for hand watering at no additional cost any areas not provided with an automatic irrigation system. Contractor will also be required to hand water at no additional cost any landscape areas with a non-functioning irrigation system if it is the Contractor's responsibility to maintain that system.
12. The Contractor may be required to hose off plant material monthly in areas where a drip system is used.
13. Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation system.

E. Water Management:

1. The Contractor is responsible, if required, to monitor and adjust all automatic controller programs at all times. Contractor shall coordinate central irrigation system program adjustments with the District Supervisor. Contractor is expected to use the minimum amount of water required to maintain healthy plant growth and vigor.
2. Irrigation shall be applied at hours that will insure that vehicular traffic and foot traffic is not disturbed.
3. Watering shall be scheduled to prevent runoff, pooling, and over-watering.
4. In determining rates of application, soil type, topography, and weather condition shall be taken into consideration.
5. Until the groundcover plantings are established, care shall be exercised to minimize soil erosion by the use of proper irrigation programming. Repeat cycles shall be utilized where appropriate and available, applying water over shorter periods of time that will allow for proper infiltration and thereby minimizing runoff.
6. Particular attention shall be required for all sloped areas which, by physical nature provide for the greatest potential runoff.
7. Contractor shall turn off all stand alone controllers in the field when it is unnecessary to irrigate due to adequate rainfall. Failure to turn off the irrigation controllers shall result in a \$100.00 per occurrence forfeiture from payment.
8. Automatic controllers, backflow and pump enclosures shall be kept locked at all times. The District Supervisor and assigned District Maintenance staff will have master keys to all controllers. (The District shall provide locks for irrigation enclosures. However, it is the contractor's responsibility to request and replace locks as needed).
9. All irrigation controller, backflow device and pump enclosures shall be painted as needed to prevent rusting and to maintain good appearance. (Stainless steel enclosures shall not be painted). Painting shall occur a minimum of once per year and shall be placed on the annual activity schedule as outlined in the maintenance schedule. Paint color will be determined by District Supervisor.

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F. Performance on Schedule:

The Contractor will be provided the latitude to establish work schedules that correspond to its manpower and equipment resources. The Contractor will also be provided the opportunity and procedures for adjusting those schedules to meet special circumstances. The District Supervisor must approve all schedules and changes and such approved schedules shall consider the needs of the various leagues, and organizations that use the facilities. Therefore, all work shall be completed on the day scheduled (as shown on the schedule). Failure to complete this work will result in a \$100.00 deduction from payment for each occurrence.

G. Deficient Performance:

The contractor shall be notified both verbally and in writing each time performance is considered to be non-satisfactory and corrective action is necessary. The contractor shall complete corrective action within one (1) hour of notification. Failure to completely clean up a site according to the schedule and these specifications will constitute deficient performance.

XVII. OTHER PARK AMENITIES

- A. Contractor is required, if applicable, to maintain dog park areas, including raking and replenishment of sand base material within the park; repairing damage to chain link fencing; purchasing and stocking dog waste bags in dispensers; repair or replacement of damaged dog waste dispensers; emptying dog waste containers; inspecting dog watering stations to ensure they are working and reporting any maintenance concerns to District's Supervisor.
- B. Contractor is responsible for cleaning drinking fountains and inspecting them to ensure they are operating properly, reporting any issues concerning proper operation to District's Supervisor.
- C. Contractor is responsible for inspecting parks for graffiti and will report graffiti to District's Supervisor.

XVIII. EXTRA WORK

- A. In the event the Contractor is required by the District and agrees to perform extra work, the following procedure shall govern such work:
 - 1. Work will be executed under the direction of the District supervisor on a time and materials basis or an agreed lump sum price depending on the nature of the work and in accordance with the fees as described in the Cost Proposal; Extra Work.
 - 2. A written estimate of cost will be required for approval by the District Supervisor for approval prior to the work being done. The Contractor shall maintain records sufficient to distinguish the direct cost of other operations. He shall furnish reports of extra work on forms furnished by the contractor, itemizing all costs for labor, materials, and equipment. The report shall include hours worked. Invoices for extra work shall be submitted no later than sixty (60) days after the District's acceptance of the proposal for work. Any invoices submitted later than sixty (60) days may be rejected by the District Supervisor. The following procedure will govern such extra work:
 - a. District will issue work request for such extra work to be performed.
 - b. Material cost shall be actual cost not to exceed 15% for the handling of materials purchased by the Contractor and used for the extra work.
 - c. Extra work must be approved by the District Supervisor in writing.
 - d. Bidder shall submit.
- B. District reserves the right to award extra work to other third party contractors.

XVIV. MATERIALS

- A. The bidder shall submit a list to the County of all materials that the bidder proposes to use in the performance of this work. The list shall include a Safety Data Sheet (SDS) for each material. The list shall be submitted before the use of any product pursuant to the provisions of this agreement. Similar listing of changes in materials proposed for use by the bidder shall be submitted prior to use of the products. The following shall apply to the material indicated:
1. Fertilizers shall be complete, furnishing the required percentage of nitrogen, phosphoric acid, and potash to keep lawns, trees, shrubs, and other plants in a healthy and vigorous growing condition.
 2. Insecticides, fungicides, herbicides, and rodenticides shall be of the best quality obtainable, properly labeled with guarantee analysis, and brought to each job site in the manufacturer's original container, or appropriate and properly labeled secondary container.
 3. Tree stakes, tree ties, and guy wires shall be of materials matching the existing on each work site, or as specified by the County.
 4. Lawn seed for reseeding shall be a certified mixture to match existing grasses.
 5. Replacement of Plants and Trees:
After obtaining approval of the County the bidder shall remove dead and damaged trees and plants, and if directed, replace the same with plants of equivalent size and variety, and trees of equivalent variety and size up to 15 gallons, after obtaining the approval of the County for such replacement. The County shall provide replacement trees for those that have died or been damaged through no fault of the bidder.
- B. The bidder is responsible for providing labor and equipment to plant all replacement plants and trees.

Agreement for Landscaping Maintenance and Irrigation Services for District Managed County
Service Area (CSA) Parks

between Riverside County Regional Park and Open-Space District
and Marina Landscape Maintenance, Inc.

Exhibit "B": Cost Summary

Site Cost Summary			
Site Name		Monthly Cost	Annual Cost
	Deleo Sports Park	\$ 5,369.83	\$ 64,438
	Central Park	\$ 755.25	\$ 9,063
	Willows Park	\$ 3,425.33	\$ 41,104
	Discovery Park	\$ 151.92	\$ 1,823
	Overlook Park	\$ 240.58	\$ 2,887
	Cabazon Park	\$ 1,677.25	\$ 20,127
Annual Total:		\$	139,442

Extra Work Cost Summary			
Category	Item	Cost	Per
Irrigation Maintenance			
	Repairs	\$ 45.00	Per man, per hour
Turf Mowing Maintenance			
	Mowing - Includes edging, trimming and cleanup	\$ 0.009	Square Foot
	Mowing - Includes edging, trimming and cleanup	\$ 435.00	Acre
	Fertilization / Pre-Emergents	\$ 260.00	Acre
	Aerification	\$ 0.02	Square Foot
	Thatching	\$ 0.02	Square Foot
	Weed Control	\$ 600.00	Acre
	Pest Control	\$ 653.00	Acre
Plant Material (Installed)			
	Annual Color (4" Container) (Including non-specified Vines/Rose)	\$ 2.15	Each
	Ground Cover	\$ 21.50	Flat
	One (1) Gallon	\$ 10.50	Each
	Five (5) Gallon	\$ 26.50	Each
	Fifteen (15) Gallon Shrubs	\$ 85.00	Each
	Fifteen (15) Gallon Trees	\$ 125.00	Each
	24" Box Tree	\$ 320.00	Each
	Seeded Turf	\$ 0.50	Square Foot
	Sodded Turf	\$ 0.80	Square Foot
	Vines (Bougainvilleas Specified)	\$ 100.00	Each
	Rose (Tropicanas Roses Specified)	\$ 80.00	Each
Fertilization			
	Fertilization / Pre-Emergents - Plants/Shrubs	\$ 260.00	Acre