

FISCAL PROCEDURES APPROVED

PAUL ANGULO, CPA, AUDITOR-CONTROLLER

BY: Susana Garcia-Bocanegra 11/24/15

Deputy Auditor-Controller

FORM APPROVED COUNTY COUNSEL

BY: GREGORY P. PRIAMOS 11/19/15

DATE

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

9/67



FROM: Economic Development Agency

SUBMITTAL DATE:
November 24, 2015

SUBJECT: Approval of Professional Services Agreement between Excel Landscape and the County of Riverside for Landscape Maintenance Services In County Service Areas 126, 134, 143, and 149; CEQA Exempt, District 1,2,3, [\$3,941,760], County Service Area 126, 134, 143 and 149 Budget 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Services Agreement between Excel Landscape and the County of Riverside based on competitive proposals for landscape services administered by the Community Services Division of the Economic Development Agency; and,
2. Authorize the Chairman of the Board to execute the five year agreement on behalf of the County of Riverside; and,
3. Delegate contract management authority for the contract to the Assistant County Executive Officer/EDA in accordance with applicable Board Policies; and,

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 459,872	\$ 788,352	\$ 3,941,760	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: County Service Area Budget; 126, 2%;
134, 25%; 143, 57%; and 149, 16%

Budget Adjustment: No

For Fiscal Year: 2015/16-2020/21

C.E.O. RECOMMENDATION:

APPROVE

BY:

Imelda Delos Santos

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.: 3.14 of 01/05/2010

District: 1,2,3

Agenda Number:

3-24

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

Economic Development Agency

FORM 11: Approval of Professional Services Agreement between Excel Landscape and the County of Riverside for Landscape Maintenance Services In County Service Areas 126, 134, 143, and 149; CEQA Exempt, District 1,2,3, [\$3,941,760], County Service Area 126, 134, 143 and 149 Budget 100%

DATE: November 24, 2015

PAGE: 2 of 3

RECOMMENDED MOTION: (Continued)

4. Find the Professional Services Agreement is exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines section 15301, Existing Facilities; and,
5. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk upon approval of the Professional Services Agreement.

BACKGROUND:

Summary

On April 24, 2007, the County of Riverside, on behalf of CSA 134, entered into an agreement with Campesino Landscape for landscape maintenance services. On January 5, 2010, the County of Riverside, on behalf of CSA 143 and CSA 149, entered into agreements with Adams Landscaping for landscape maintenance services. In order to take advantage of an economy of scale by combining all CSA landscape areas into one maintenance services agreement, and increase accountability of CSA contractors by having one standard contract for all areas, the Community Services Division issued the formal Request for Proposals (RFP) CSARC-2015 and advertised on the Economic Development Agency's website as well as contacted blue rooms for distribution of the RFP to qualified landscape maintenance contractors. Eight contractors were present for the mandatory pre-bid meeting. Five proposals were received with a cost range of \$540,696 to \$1,198,272 per year. Excel Landscape Inc., based in Corona, CA, ranked the highest in the combined categories of (1) general understanding of the RFP requirements, (2) bidder's experience and ability, (3) overall cost to County, (4) references with demonstrated success with similar work to the Scope of Service, and (5) bidder's equipment capabilities and employee resources. This proposal includes prevailing wage. Representatives from the EDA reviewed all proposals and recommended that Excel Landscape Inc. receive the award.

The period of performance shall be for five years with two additional one-year extension options. The cost for fiscal year 2015/2016 will be prorated for the last seven months of the fiscal year. EDA staff recommends that the Board of Supervisors approve the recommended motions.

The Professional Services Agreement with Excel Landscape for landscape maintenance services in County Service Area 126, 134, 143, and 149 is exempt from CEQA pursuant to CEQA Guidelines section 15301, Existing Facilities which includes an exemption for "(h) maintenance of existing landscaping, native growth, and water supply reservoirs."

Impact on Residents and Businesses

There is no anticipated negative financial impact on residents and businesses. The average price per square foot of landscape maintenance is expected to be lowered as a result of combining multiple areas of landscape maintenance under one contractor. The charge back to each CSA for the cost of the awarded contractor's overhead will also be lower as a result of unifying the CSA agreement. Administration of work conducted under this agreement will be streamlined as a result of the consolidation of responsibilities under one agreement.

(Continued)

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

Economic Development Agency

FORM 11: Approval of Professional Services Agreement between Excel Landscape and the County of Riverside for Landscape Maintenance Services In County Service Areas 126, 134, 143, and 149; CEQA Exempt, District 1,2,3, [\$3,941,760], County Service Area 126, 134, 143 and 149 Budget 100%**DATE:** November 24, 2015**PAGE:** 3 of 3**Additional Fiscal Information**

The approximate allocation of the landscape maintenance services contract is as follows:

CSA LANDSCAPE AREA	ESTIMATED COST ALLOCATION
CSA 126 = 10,000 sq ft	2%
CSA 134 = 1,955,203 sq ft	25%
CSA 143 = 4,508,460 sq ft	57%
CSA 149 = 1,300,480 sq ft	16%
Total Area = 7,774,143 sq ft	100%

All costs associated with this agreement will be 100% funded by CSA budgets, thus no net county costs will be incurred and no departmental budget adjustment is required at this time.

Attachments:

Bid Documents

Professional Services Agreement for Landscape Maintenance Services



NOTICE OF EXEMPTION

November 23, 2015

Project Name: County of Riverside, Economic Development Agency (EDA) Professional Services Agreement for Landscape Maintenance Services in CSAs 126, 134, 143, and 149

Project Number: FM05915006899

Project Location: County of Riverside, CSAs 126, 134, 143, and 149
(See Attached Exhibit)

Description of Project: In order to take advantage of an economy of scale by combining all CSA landscape areas (126, 134, 143, and 149) into one maintenance services agreement, and increase accountability of CSA contractors by having one standard contract for all areas, the Community Services Division issued a formal Request for Proposals (RFP) CSARC-2015 and advertised on the EDA website as well as contacted blue rooms for distribution of the RFP to qualified landscape maintenance contractors. Five proposals were received with a cost range of \$540,696 to \$1,198,272 per year. Representatives from the EDA reviewed all proposals and recommended that Excel Landscape Inc. be awarded a Professional Services Agreement as they ranked the highest in the screening process. The period of performance shall be for five years with two additional one-year extension options. The Professional Services Agreement with Excel Landscape Inc. for landscape maintenance services in CSAs 126, 134, 143, and 149 is identified as the proposed Project under the California Environmental Quality Act (CEQA). The Professional Services Agreement includes landscape maintenance at existing County facilities. No expansion of an existing use will occur. No additional direct or indirect physical environmental impacts are anticipated from the provision of landscape maintenance services identified in the Professional Services Agreement.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency

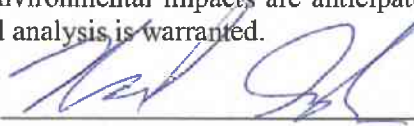
Exempt Status: State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 15300 to 15301.

Reasons Why Project is Exempt: The proposed Project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause an impact to an environmental resource of hazardous or critical concern nor would the Project include a reasonable possibility of having a significant effect on the environment due to unusual circumstances. The Project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the Professional Services Agreement and landscape maintenance services for CSAs 126, 134, 143, and 149.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The Project, as proposed, is limited to the Professional Services Agreement and provision of landscape maintenance services to existing facilities. Subsection (h) of Section 15301 provides an example of the types of projects that fall under the class of existing facilities, which includes "Maintenance of existing landscaping, native growth, and water supply reservoirs." The Professional Services Agreement consists of landscape maintenance services on existing County facilities and would not require any expansion of public services and facilities; therefore, the Project is exempt as it meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – "Common Sense" Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment. The Professional Services Agreement and provision of landscape maintenance services will not result in any direct or indirect physical environmental impacts. The use and operation of the existing County facilities will be substantially similar to the existing use and the landscape maintenance services will not create any new environmental impacts to the environment. No alterations and no impacts beyond the ongoing, existing use of the site would occur. Therefore, in no way, would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency 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.

Signed:



Date:

11/23/15

Mike Sullivan, Senior Environmental Planner
County of Riverside, Economic Development Agency

HIGHGROVE LANDSCAPE MAINTENANCE AREA



Approximate total area: 76,143 sq. ft.
This is an approximation and is not to be used by contractors. Contractors must make their own measurements for bid

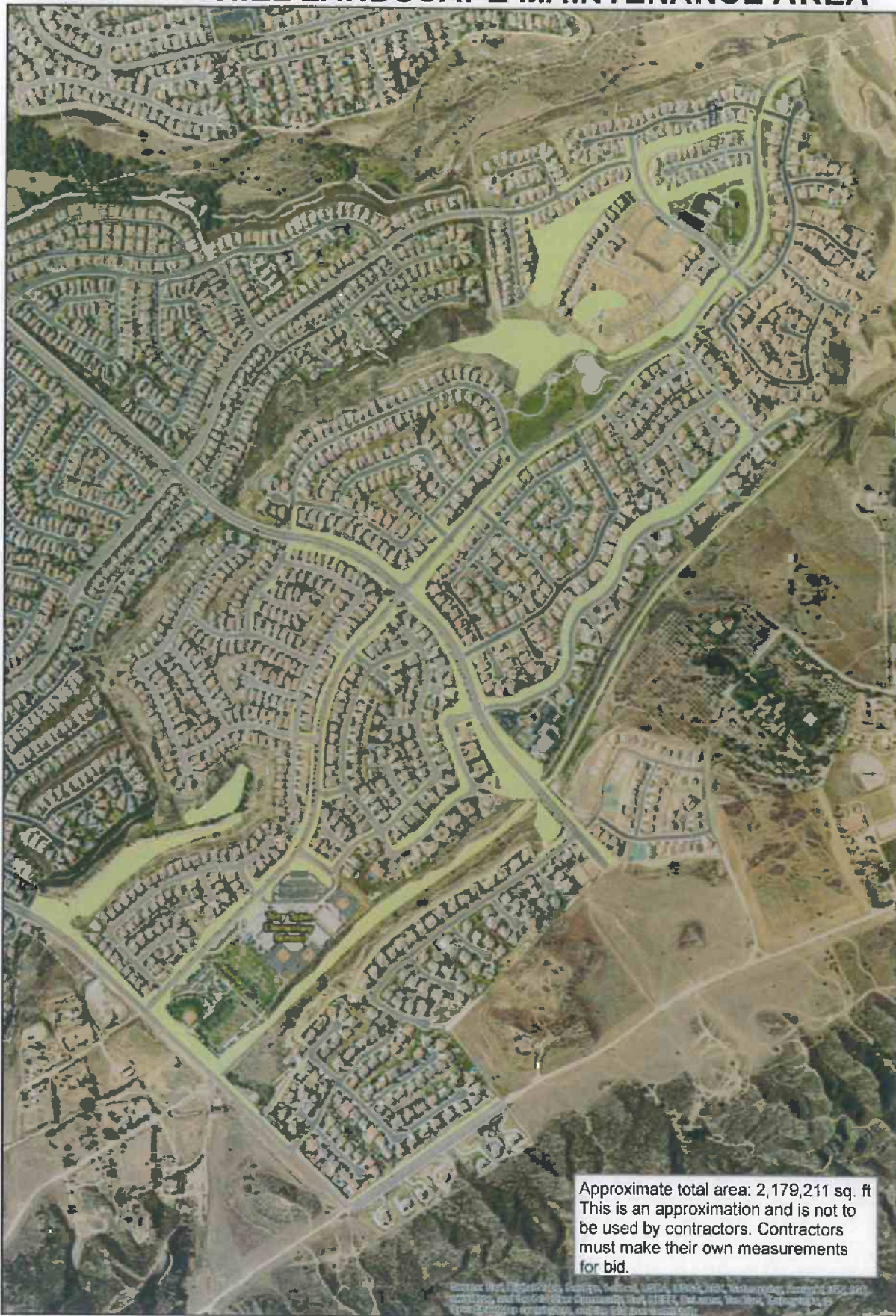
Notes: This map is for informational purposes only. It is not intended to be used for legal or financial purposes. The County of Essex is not responsible for any errors or omissions on this map. The County of Essex is not responsible for any damages or losses resulting from the use of this map. The County of Essex is not responsible for any claims or lawsuits arising from the use of this map.



Legend

Highgrove Maintenance Areas

MORGAN HILL LANDSCAPE MAINTENANCE AREA



Approximate total area: 2,179,211 sq. ft
 This is an approximation and is not to be used by contractors. Contractors must make their own measurements for bid.

SILVERHAWK LANDSCAPE MAINTENANCE AREA



Approximate total area: 3,631,671 sq.
This is an approximation and is not to
be used by contractors. Contractors
must make their own measurements
for bid.

SYCAMORE CREEK LANDSCAPE MAINTENANCE AREA



Approximate total area: 2,919,206 sq. ft
This is an approximation and is not to be used by contractors. Contractors must make their own measurements for bid.

Disclaimer:
Map and data are to be used for planning purposes only. The County of Esmeralda is not responsible for any errors or omissions in the map or data. The County of Esmeralda is not responsible for any errors or omissions in the map or data. The County of Esmeralda is not responsible for any errors or omissions in the map or data.



Legend

Sycamore Creek Landscape Maintenance Area

Professional Services Agreement

Between

Excel Landscape

And

County of Riverside on behalf of the Community Services Division

For Landscape Maintenance Services in

County Service Area 126, 134, 143, and 149



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1 This Agreement, made and entered into this _____ day of _____, 2015, by
2 and between EXCEL LANDSCAPE INC., (herein referred to as "CONTRACTOR"), and the
3 COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred
4 to as "COUNTY").

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

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

10 NOW THEREFORE, in consideration of the mutual covenants contained herein, the
11 parties do hereby agree as follows:
12

13
14 **1. Description of Services**

15 **1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A,
16 Scope of Services, consisting of sixteen (16) pages at the prices stated in
17 Exhibit B, Payment Provisions, consisting of one (1) page.

18 **1.2** CONTRACTOR represents that it has the skills, expertise, and knowledge
19 necessary to fully and adequately perform under this Agreement and the
20 COUNTY relies upon this representation. CONTRACTOR shall perform to the
21 satisfaction of the COUNTY and in conformance to and consistent with the
22 highest standards of firms/professionals in the same discipline in the State of
23 California.
24

25 **1.3** CONTRACTOR affirms that it is fully apprised of all of the work to be performed
26 under this Agreement; and the CONTRACTOR agrees it can properly perform
27 this work at the prices stated in Exhibit B.
28

1 1.4 Acceptance by the COUNTY of CONTRACTOR's performance under this
2 Agreement does not operate as a release of CONTRACTOR's responsibility for
3 full compliance with the terms of this Agreement.

4 1.5 All agents, employees, or subcontractors of CONTRACTOR doing work for
5 COUNTY shall sign an Independent Contractor Agreement, in a form
6 proscribed by COUNTY, acknowledging their status as independent contractor
7 before commencing and work for COUNTY pursuant to this Agreement or any
8 particular Work Assignment.

9 **2. Period of Performance**

10 2.1 This Agreement shall be effective upon signature of this Agreement by both
11 parties and continue in effect for five (5) years with the option by COUNTY to
12 extend for two (2) additional one-year extensions, unless terminated earlier.
13 CONTRACTOR shall commence performance within thirty (30) days of
14 signature of this Agreement by both parties and shall diligently and
15 continuously perform thereafter. The Riverside County Board of Supervisors is
16 the only authority that may obligate the County for a non-cancelable multi-year
17 agreement.
18

19 **3. Compensation**

20 3.1 The COUNTY shall pay CONTRACTOR for services performed, products
21 provided, and expenses incurred in accordance with the terms of Exhibit B,
22 Payment Provisions. Maximum payments by COUNTY to CONTRACTOR
23 shall not exceed \$789,000 (seven hundred eighty nine thousand dollars and
24 zero cents) annually including all expenses. The COUNTY is not responsible
25 for any fees or costs incurred above or beyond the contacted amount and shall
26 have no obligation to purchase any specified amount of service or products.
27
28

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

4 **3.1.1** This agreement includes a contractual contingency of 15% (\$118,250) for costs
5 outside the scope of regular landscape maintenance service, including but not
6 limited to irrigation improvements to decrease water waste and increase
7 irrigation efficiency, plant replacement due to vandalism or damage not the
8 responsibility of CONTRACTOR. CONTRACTOR shall submit a written
9 request to COUNTY for any costs outside regular maintenance described in
10 Exhibit A & B. CONTRACTOR understands and agrees that costs shall not be
11 incurred against the contingency without prior written authorization from
12 COUNTY.
13

14 **3.2** No price increase will be permitted during the first year of this Agreement. The
15 COUNTY requires written proof satisfactory to COUNTY of cost increases prior
16 to any approved price adjustment. After the first year of award, a minimum of
17 30-days advance notice in writing is required to be considered and approved by
18 COUNTY. No retroactive price adjustments will be considered. Any price
19 increases must be stated in a written amendment to this Agreement. The net
20 dollar amount of profit will remain firm during the period of the Agreement.
21 Annual increase shall not exceed the Consumer Price Index-All Consumers, All
22 Items – Greater Los Angeles, Riverside, and Orange County areas for CPI-U
23 (which is also used for annual assessment increases) and be subject to
24 satisfactory performance review by COUNTY and approved (if needed) for
25 budget funding by the Board of Supervisors. The annual contract increase
26 shall not exceed the percentage of the annual assessment increase, if any.
27
28

1 **3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to
2 COUNTY by CONTRACTOR within fifteen (15) days from the last day of each
3 calendar month, and COUNTY shall pay the invoice within thirty (30) working
4 days from the date of receipt of the invoice. Payment shall be made to
5 CONTRACTOR only after services have been rendered or delivery of materials
6 or products, and acceptance has been made by COUNTY. For this
7 Agreement, send the original invoice to:

8 **Riverside County EDA**

9 **Attn: Community Services Division**

10 **3133 Mission Inn Ave**

11 **Riverside, CA 92507**

12
13 Each invoice shall contain the minimum of the following information: invoice
14 number and date, remit to address, agreement number (CSARC#), sub total
15 price, sales/use tax if applicable, and invoice total.

16 **3.4** The COUNTY obligation for payment of this Agreement beyond the current
17 fiscal year end is contingent upon and limited by the availability of COUNTY
18 funding from which payment can be made. In the event that such funds are not
19 forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR
20 in writing; and this Agreement shall be deemed terminated, have no further
21 force, and effect.

22
23 **3.5 Labor Code and Prevailing Wages**

24 **A.** CONTRACTOR and all subcontractors shall pay all workers on
25 all work performed pursuant to this Agreement not less than the general
26 prevailing rate of per diem wages and the general prevailing rate for holiday
27 and overtime work as determined by the Director of the Department of
28

1 Industrial Relations, State of California, for the type of work performed and the
2 locality in which the work is to be performed, pursuant to sections 1770 et seq.
3 of the California Labor Code. CONTRACTOR and all subcontractors will be
4 properly registered with the Department of Industrial Relations in accordance
5 with Labor Code section 1725.5 at all times during the performance of work.

6 B. Reference is made to Chapter 1, Part 7, Division 2 of the
7 California Labor Code (commencing with section 1720). By this reference, said
8 Chapter 1 is incorporated herein with like effect as if it were here set forth in full.
9 The parties recognize that said Chapter 1 deals, among other things with
10 discrimination, penalties and forfeitures, their disposition and enforcement,
11 wages, working hours, and securing worker's compensation insurance and
12 directly effect the method of prosecution of the work by CONTRACTOR and
13 subject it under certain conditions to penalties and forfeitures. Execution of the
14 contract by the Parties constitutes their agreement to abide by said Chapter 1,
15 their stipulation as to all matters which they are required to stipulate as to by
16 the provisions of said Chapter 1, constitutes CONTRACTOR's certification that
17 he is aware of the provisions of said Chapter 1 and will comply with them and
18 further constitutes CONTRACTOR's certification as follows: "I am aware of the
19 provisions of Section 3700 of the California Labor Code which require every
20 employer to be insured against liability for worker's compensation or to
21 undertake self-insurance in accordance with the provisions of that Code, and I
22 will comply with such provisions before commencing the performance of the
23 work of this contract."
24

25 C. Pursuant to Section 1773 of the Labor Code, the general
26 prevailing wage rates, including the per diem wages applicable to the work, and
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1 for holiday and overtime work, including employer payments for health and
2 welfare, pension, vacation, and similar purposes, in the county in which the
3 work is to be done have been determined by the Director of the California
4 Department of Industrial Relations. These wages are available from the
5 California Department of Industrial Relations' internet website at
6 <http://www.dir.ca.gov>.

7 D. Monitoring and enforcement of prevailing wage laws and related
8 requirements will be performed by the Labor Commissioner/Department of
9 Labor Standards Enforcement.
10

11 **4. Alteration or Changes to the Agreement**

12 **4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his
13 designee are the only authorized COUNTY representatives who may at any
14 time, by written order, alter the Agreement. If any such alteration causes an
15 increase or decrease in the cost of, or the time required for the performance
16 under this Agreement, an equitable adjustment shall be made in the Agreement
17 price or delivery schedule, or both, and the Agreement shall be modified by
18 written amendment accordingly.

19 **4.2** Any claim by CONTRACTOR for additional payment related to this Agreement
20 shall be made in writing by CONTRACTOR within 30 days of when
21 CONTRACTOR has or should have notice of actual or claimed change in the
22 work, which results in additional and unanticipated cost to CONTRACTOR. If
23 COUNTY Purchasing Agent decides that the facts provide sufficient
24 justification, he may authorize additional payment to CONTRACTOR pursuant
25 to the claim. Nothing in this section shall excuse the CONTRACTOR from
26 proceeding with performance of the Agreement even if there has been a
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change.

5. Termination

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

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress or to endanger performance and does not immediately cure such failure. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

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

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

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

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

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to

perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

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

6. Ownership/Use of Contract Materials and Products

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

7. Conduct of Contractor

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

7.2 CONTRACTOR shall not, under any 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

1 CONTRACTOR is doing business or proposing to do business, in
2 accomplishing the work under this Agreement.

3 7.3 CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and
4 entertainment directly or indirectly to COUNTY employees.

5 **8. Inspection of Service: Quality Control/Assurance**

6 8.1 All performances (which include services, workmanship, materials, supplies,
7 and equipment furnished or utilized in the performance of this Agreement) shall
8 be subject to inspection and test by COUNTY or other regulatory agencies at
9 all times. CONTRACTOR shall provide adequate cooperation to any inspector
10 or other COUNTY representative to permit him/her to determine
11 CONTRACTOR's conformity with the terms of this Agreement. If any services
12 performed or products provided by CONTRACTOR are not in conformance with
13 the terms of this Agreement, COUNTY shall have the right to require
14 CONTRACTOR to perform the services or provide the products in conformance
15 with the terms of this Agreement at no additional cost to COUNTY. When the
16 services to be performed or the products to be provided are of such nature that
17 the difference cannot be corrected, COUNTY shall have the right to: (1) require
18 CONTRACTOR immediately take all necessary steps to ensure future
19 performance in conformity with the terms of this Agreement; and/or (2) reduce
20 the Agreement price to reflect the reduced value of the services performed or
21 products provided. COUNTY may also terminate this Agreement for default
22 and charge to CONTRACTOR and costs incurred by COUNTY because of
23 CONTRACTOR's failure to perform.

24 8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and
25 quality control and assurance to ensure proper performance under this
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1 Agreement; and shall permit a COUNTY representative or other regulatory
2 official to monitor, assess, or evaluate CONTRACTOR's performance under
3 this Agreement at any time upon reasonable notice to CONTRACTOR.

4 **9. Independent Contractor**

5 **9.1** CONTRACTOR is, for purposes of this Agreement, an independent contractor
6 and shall not be deemed an employee of COUNTY. It is expressly understood
7 and agreed that CONTRACTOR (including its employees, agents, and
8 subcontractors) shall in no event be entitled to any benefits to which COUNTY
9 employees are entitled, including, but not limited to, overtime, retirement
10 benefits, worker's compensation benefits, and injury leave or other leave
11 benefits. There shall be no employer-employee relationship between the
12 parties; and CONTRACTOR shall hold COUNTY harmless from any and all
13 claims that may be made against COUNTY based upon any contention by a
14 third party that an employer-employee relationship exists by reason of this
15 Agreement. It is further understood and agreed by the parties that
16 CONTRACTOR in the performance of this Agreement is subject to the control
17 or direction of COUNTY merely as to the results to be accomplished and not as
18 to the means and methods for accomplishing the results.

19
20
21 **9.2** CONTRACTOR shall provide and maintain, throughout the term of this
22 Agreement, their own workplace, tools, equipment, and supplies necessary to
23 perform the duties set forth under this Agreement. Notwithstanding the
24 foregoing, COUNTY may, in its sole discretion, and with its prior written
25 consent, provide access to COUNTY facilities, offices, or meeting rooms during
26 regular work hours for meetings, conferences, or other work of CONTRACTOR.

27 **9.3** CONTRACTOR has the right to perform services for other clients during the
28

term of this Agreement as long as such services are not in direct conflict with the services provided to COUNTY.

10. Subcontract for Work or Services

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

11. Disputes

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

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

8 **13. Non-Discrimination**

9 CONTRACTOR shall not discriminate in the provision of services, allocation of
10 benefits, accommodation in facilities, or employment of personnel on the basis of
11 ethnic group identification, race, religious creed, color, national origin, ancestry,
12 physical handicap, medical condition, marital status, or sex in the performance of this
13 Agreement; and, to the extent they shall be found to be applicable hereto, shall comply
14 with the provisions of the California Fair Employment and Housing Act (Gov Code
15 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with
16 Disabilities Act of 1990 (42 U.S.C. S1210 et. seq) and all other applicable laws or
17 regulations.
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19 **14. Records and Documents**

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

15. Confidentiality

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

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

16. Administration/Contract Liaison

COUNTY Assistant County Executive Officer/EDA (Economic Development Agency),

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

17. Notices

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

COUNTY OF RIVERSIDE:	CONTRACTOR:
EDA – COMMUNITY SERVICES DIVISION	EXCEL LANDSCAPE
ATTN: MICHAEL FRANKLIN	ATTN: JOSE ALFARO
3403 10 TH ST, 4 TH FLOOR	PO BOX 77995
RIVERSIDE, CA 92501	CORONA, CA 92877

18. 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 be 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.

19. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, COUNTY may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. CONTRACTOR agrees to furnish the required data and certifications to COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a

1 contract has been issued, failure of CONTRACTOR to comply with all Federal and
2 State reporting requirements for child support enforcement or to comply with all
3 lawfully served Wage and Earnings Assignments Orders and Notices of Assignment
4 shall constitute a material breach of this Agreement. If CONTRACTOR has any
5 questions concerning this reporting requirement, please call (916) 657-0529.
6 CONTRACTOR should also contact its local Employment Tax Customer Service Office
7 listed in the telephone directory in the State Government section under "Employment
8 Development Department" or access their internet site at www.edd.ca.gov.

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10 **20. Hold Harmless/Indemnification**

11 **20.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its
12 Agencies, Districts, Special Districts, and Departments, their respective
13 directors, officers, Board of Supervisors, elected and appointed officials,
14 employees, agents, and representatives (individually and collectively
15 hereinafter referred to as Indemnitees) from any liability whatsoever, based or
16 asserted upon any services of CONTRACTOR, its officers, employees,
17 subcontractors, agents, or representatives arising out of or in any way relating
18 to this Agreement, including but not limited to property damage, bodily injury, or
19 death or any other element of any kind or nature whatsoever arising from the
20 performance of CONTRACTOR, its officers, employees, subcontractors,
21 agents, or representative Indemnitors of this Agreement. CONTRACTOR shall
22 defend, at its sole expense, all costs and fees, including, but not limited to,
23 attorney fees, cost of investigation, defense and settlements or awards, the
24 Indemnitees in any claim or action based upon such alleged acts or emissions.

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26 **20.2** With respect to any action or claim subject to indemnification herein by
27 CONTRACTOR, CONTRACTOR shall at their sole cost, have the right to use
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counsel of their own choice and shall have the right to adjust, settle, or compromise any such actions or claims without prior consent of COUNTY; provided, however, that any such adjustment, settlement, or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to Indemnitees as set forth herein.

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

20.4 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.

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

20.6 CONTRACTOR further agrees to indemnify and hold harmless Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees, or subcontractors of CONTRACTOR for salary, wages, compensation, health benefits, insurance, retirement or any benefit not explicitly set forth in this Agreement and arising out of work performed for COUNTY pursuant to this Agreement or any Work Assignment.

21. Insurance

21.1 Without limiting or diminishing CONTRACTOR's obligation to indemnify and hold harmless COUNTY, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance

coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein after refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

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

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 COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, CONTRACTOR shall maintain liability insurance for all

1 owned, non-owned, or hired vehicles so used in an amount not less than
2 \$1,000,000 per occurrence combined single limit. If such insurance contains a
3 general aggregate limit, it shall apply separately to this Agreement or be no
4 less than two (2) times the occurrence limit. Policy shall name COUNTY as
5 Additional Insureds.

6 **D. Professional Liability:**

7 CONTRACTOR shall maintain professional liability insurance providing
8 coverage for CONTRACTOR's performance of work included within this
9 Agreement, with a limit of liability not less than \$1,000,000 per occurrence and
10 \$2,000,000 annual aggregate. If CONTRACTOR's professional liability
11 insurance is written on a claims made basis rather than an occurrence basis,
12 such insurance shall continue through the term of this Agreement and
13 CONTRACTOR shall purchase at its sole expense either (1) and Extended
14 Reporting Endorsement (also known as Tail Coverage); or (2) Prior Dates
15 Coverage from new insurer with retroactive date back to the date of, or prior to,
16 the inception of this Agreement; or (3) demonstrate through Certificates of
17 Insurance that CONTRACTOR has maintained continuous coverage with the
18 same or original insurer. Coverage provided under items (1), (2), or (3) will
19 continue as long as the law allows.
20
21

22 **E. General Insurance Provisions – All Lines:**

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

2) 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 County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the County's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

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

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

10
11 4) It is understood and agreed to by the parties hereto that CONTRACTOR's
12 insurance shall be construed as primary insurance, and the COUNTY's
13 insurance and/or deductibles and/or self-insured retentions or self-insured
14 programs shall not be construed as contributory.

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

23
24 6) CONTRACTOR shall pass down the insurance obligations contained herein
25 to all tiers of subcontractors working under this Agreement.

26 7) The insurance requirements contained in this Agreement may be met with a
27 program(s) of self-insurance acceptable to COUNTY.
28

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

4 **22. General**

5 **22.1** CONTRACTOR shall not delegate or assign any interest in this Agreement,
6 whether by operation of law or otherwise, without prior written consent of
7 COUNTY. Any attempt to delegate or assign any interest herein shall be
8 deemed void and of no force or effect.

9 **22.2** Any waiver by COUNTY of any breach of any one or more terms of this
10 Agreement shall not be construed to be a waiver of any subsequent or other
11 breach of the same or of any term of this Agreement. Failure on the part of
12 COUNTY to require exact, full, and complete compliance with any terms of this
13 Agreement shall not be construed as in any manner changing terms or
14 preventing COUNTY from enforcement of the terms of this Agreement.

15 **22.3** In the event CONTRACTOR receives payment under this Agreement, which is
16 later disallowed by COUNTY for nonconformance with the terms of this
17 Agreement, CONTRACTOR shall promptly refund the disallowed amount to
18 COUNTY upon request; or at its option COUNTY may offset the amount
19 disallowed from any payment due to CONTRACTOR.

20 **22.4** CONTRACTOR shall not provide partial delivery or shipment of services or
21 products unless specifically stated in the Agreement.

22 **22.5** CONTRACTOR shall not provide and service or products subject to any chattel
23 mortgage or under a conditional sales contract or other agreement by which an
24 interest is retained by a third party. CONTRACTOR warrants that it has good
25 title to all materials or products used by CONTRACTOR or provided to
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COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

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

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

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

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

22.10 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).

22.11 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 be impaired or invalid in any way.

22.12 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.

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COUNTY OF RIVERSIDE:

EXCEL LANDSCAPE, INC.

By: _____

Marion Ashley, Chairman
Board of Supervisors

By: _____


Jose Alfaro, President
Excel Landscape, Inc

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: _____

Deputy

APPROVED AS TO FORM:

Gregory Priamos
County Counsel

By:  _____

Tiffany North
Deputy County Counsel

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Exhibit A
SCOPE OF SERVICE

1. Turf:

A. Mowing: The Contractor shall mow all turf grass with properly sharpened and maintained equipment in a manner that ensures a smooth surface without ridges, depressions, or scalping. Mowing patterns shall be alternated on a weekly basis.

B. Frequency: Turf grass shall be mowed one (1) time per week from March 1 through November 1, and every other week from November 1 through March 1.

C. Height: Lower cutting heights are preferred. Turf grass mowing heights may be adjusted by the County during turf grass renovations, special events, or as deemed necessary to promote the health and vigor of the grass.

(1) All warm season turf grass (except hybrid Bermuda grass) shall be cut at 1" throughout the year. Hybrid Bermuda grass shall be cut at ½" or as directed by the County.

(2) All cool season turf grasses shall be cut at 2" throughout the year.

(3) Blends of improved common Bermuda grass and perennial Rye grass shall be mowed no taller than 1 ½".

D. Machine type:

(1) Warm/cool season turf blends may be mowed with rotary or reel type mowers.

(2) All warm season turf grasses shall be cut with reel type mowers, unless otherwise approved by the County.

(3) All cool season turf grasses shall be cut with rotary type mowers.

(4) The County encourages the use of mulching mowers whenever possible.

(5) Flail mowers may be used only with the specific pre-approval of the County.

E. Clippings: All clippings shall be efficiently mulched to leave no visible trace OR picked up and removed to a designated dumping site. At no time shall unsightly clippings be left following mowing operations.

F. Edging: All edges of turf shall be mechanically edged. Turf grass edging and

trimming shall be performed weekly at the time of mowing. All clippings shall be removed before vacating a site. All edging shall be done with a power edger containing a steel blade. In certain situations where a string trimmer may be more effective, the County may allow its use.

G. Weeds: All turf grass areas shall be kept free of weeds at all times. Weed removal shall consist of complete removal of all weeds, including top growth and roots.

H. Pre-emergent Herbicide: Pre-emergent herbicides labeled for use on turf shall be applied per the Annual Maintenance Calendar (See Section VIII).

I. Fertilizer: Fertilizer type and application requirements are listed in the Annual Maintenance Calendar (See Section VIII). This is a **minimum** requirement. Turf grass shall be continually fertilized to maintain a healthy, vigorous growing condition with horticulturally accepted growth and color. The Contractor may be required to determine plant nutrient requirements by appropriate methods, to include soil and/or leaf analysis. Due to fluctuation of the market pricing for fertilizer, County will provide fertilizer and Contractor will apply and soak as required:

(1) The Contractor shall notify the County in writing five (5) working days prior to any fertilizer application. This notification shall include: location and exact date of application; type of fertilizer and method of application.

(2) The Contractor shall immediately irrigate after each fertilizer application, unless otherwise directed by the County. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application. All fertilizer shall be removed from hardscape and other, non-grass areas. Any damage or streaking of turf shall be repaired by the Contractor at no cost to the County.

J. Irrigation Management: Throughout the term of the agreement, the contractor shall provide a specialized employee proficient in CalSense controllers, Hunter controllers, RainBird controllers, and wire tracking, designated as irrigator who will be responsible for the effectiveness of the irrigation systems on the site(s) covered by this agreement. Each site as listed below shall have its own dedicated irrigation specialist:

- (1) Morgan Hill
- (2) Four Season, Willows, Central Park, Silverhawk
- (3) Sycamore Creek
- (4) Highgrove

The Contractor shall provide a monthly report for each site that records all irrigation repairs, controller programming, and status of the overall system. The report shall be in a form and content acceptable to the County and shall be submitted with the monthly invoice. All turf areas shall be irrigated as required to maintain adequate growth and appearance.

(1) Inspection: The Contractor shall conduct bi-weekly irrigation tests on all slope/turf areas.

(2) Repairs: The Contractor shall make all repairs within 24 hours of self-discovery or notification. Replacement of irrigation components shall be with originally installed materials of the same size & quantity. Substitutions must be approved by the County. All main line repairs must be inspected and approved by the County.

(3) Equipment: Irrigators must have a universal remote to run coverage tests and other irrigation inspections and tests. Irrigators are not to manually bleed or otherwise operate valves.

K. Turf Reseeding and Restoration of Bare Areas: Overseed all damaged, vandalized, or bare areas to re-establish turf to an acceptable quality on a continual basis. Reseeded areas shall receive supplemental water by hand or portable sprinkler as needed to establish turf. Top dress, seed and application rate shall be approved by the County.

L. Aeration: All sprinkler heads must be flagged prior to start of work. Mechanically aerate all turf areas as often as required to reduce compaction/stress conditions, which will offer greater water penetration and reduce runoff. In those areas where soil conditions are poor, the County may require top dressing. When top dressing is required, the Contractor shall submit a request for extra work. This request must be approved prior to the work being scheduled.

(1) Use an aerator with ½" tines or larger. Aeration holes shall be a minimum of 6" apart unless otherwise directed by the County and shall remove a minimum of 3" depth cores. Remove or shatter aeration cores.

(2) Any areas which show excessive compaction shall receive additional treatment as required to alleviate this condition.

(3) Alternative methods of relieving compaction may be considered, and must be authorized by the County.

M. Renovation: Renovation of turf grass shall be performed once per year, per the Maintenance Schedule (see Section VIII). Turf renovation shall consist of aerifications, vertical mowing (dethatching), fertilization, repair, reseeding, and top dressing. Ruts, holes, low areas that do not drain, settling and any condition which may be hazardous shall be corrected as part of the renovation process. These services shall be included as part of the basic contract.

2. Shrub Maintenance:

A. Shape: All shrubs are to be trimmed symmetrically in natural form and proportion.

They shall not interfere with vehicular or pedestrian clearance, visibility, and access unless otherwise directed by the County's representative.

B. Fertilizer: Fertilize all ground cover and shrub beds four (4) times per year by the end of the first week of the following months: March, May, August, and November (per Maintenance Schedule, Section VIII). The same requirements for the purchase and application of fertilizer explained in Section 1-1 of this appendix also apply to Shrub Maintenance.

C. Pre-emergent: To be completed twice annually by the end of the first week of March & October.

D. Pruning: Prune shrubs to encourage healthy growth habits, natural form and proportion, symmetrical appearance, and proper vertical & horizontal clearance.

E. Shearing: Only those plants specifically designated by the County's representative shall be sheared. These plants may also require additional thinning to maintain a healthy look and condition. **No "boxing" or square shearing is permitted.**

F. Contractor must provide ample staff to ensure all shrub areas are addressed at a minimum of three (3) week intervals.

G. Corner monuments and entry ways that require perennials will be changed out with fresh plant material every season.

H. All shrubs and vines along walls or fences must be kept below the top cap of walls and a minimum of one foot below fence tops.

3. Ground Cover Maintenance:

A. Trimming: All ground cover is to be trimmed so as not to interfere with irrigation operations or to encroach onto private property or the Public Right-of-Way. All plant material and ground cover must be kept at a minimum of two (2) feet from property lines and walls/fences. All dead, diseased, and unsightly branches, vines, or other growth shall be removed as they develop. All ground cover areas shall be pruned to maintain neat but natural (not sheared) edges. All ground cover is to be kept a minimum of 6" from, but not limited to, all trees, shrubs, calls, and fences unless otherwise directed by the County's representative. All ground cover shall be pruned away from valve boxes.

B. All acacia on slopes is to be trimmed uniformly throughout slope with a preference of three (3) feet in height.

C. Fertilizer: Fertilize all ground cover and shrub beds three (3) times per year by the end of the first week of the following months: March, June, and October (per Maintenance Schedule, Section VIII).

D. Pre-emergent: To be completed twice annually by the end of the first week of

March & October at the maximum allowable rate per the manufacturer's labeled recommendations. Thick ground cover areas (acacia or myoporum) may be excluded if weeds are not a maintenance problem.

- E. All climbing ground cover such as, but not limited to, vines climbing walls and fences shall be kept below top cap of wall.

4. Trimming of Trees:

A. Height: The Contractor is responsible for trimming trees under 15' in height. Lower branches on branches shall not be removed except as directed by the County.

B. Specifications: All pruning and staking shall conform to International Society of Arborists (ISA) standards and specific directions by the County's representative. The Contractor shall not allow any tree to be "topped" unless specifically directed by the County's representative.

C. Timing: Trees shall be trimmed at appropriate times of the year based upon the species of the tree and the needs of the County. Minimum requirements shall be one pruning per year.

D. Fallen Trees: All trees fallen by any cause shall be restaked, guy-wired, or removed within 24 hours of self-discovery or notifications by the County's representative.

E. Staking: Periodic staking and tying shall be done as needed, but at least one time per month.

(1) Trees will be staked using two (2) stakes per tree, and the stakes shall be pentachlorophenol treated lodge pole pine. Stakes shall be placed 8" – 10" from the tree trunk and shall not rub against any part of the tree during windy conditions.

(2) Trees shall be tied using materials and methods approved by the County's representative.

(3) Ties will be checked frequently and retied to prevent girdling.

F. Unstaking: All tree stake removal to be done at the request of the County's representative only.

G. Minor trimming: Trees shall be trimmed as needed to prevent obstruction of walkways, sidewalks, signs, or other public improvements. Trees shall be raised off the ground at the discretion of the contract administrator.

H. Hazardous Conditions: Trees shall be inspected regularly for hazardous conditions. Corrective action shall be performed by the Contractor and the County shall be notified. If the tree is greater than 18' tall, the County shall be notified within 24

hours of discovery.

- I. Contractor must provide a base per/tree rate for annual trimming of all trees over 15'

5. Schedule:

Contractor will provide a monthly schedule broken down by zone showing when each zone will be addressed that month. The same will be provided for the weekly turf mowing from March 1 to November 1 and bi-weekly mowing from November 1 to March 1.

I. Median Maintenance Requirements

1. All specifications previously listed shall apply to landscaped median areas located within the maintenance areas.
2. Plant material shall not be allowed to obstruct any line-of-sight of vehicular traffic, and shall be kept below 36" in height from the road surface in any area where traffic line-of-sight may be impacted. The County may provide more specific direction for maintenance as necessary.
3. Irrigation shall be adjusted and inspected as often as needed to insure that no unsafe condition is created by irrigation run-off onto any road surface.
4. All maintenance personnel shall wear safety vests while working on medians. At no time shall work be performed in the roadway without a County-approved Traffic Control Plan and all required traffic control signage in place.
5. The Contractor is responsible for ensuring that all median maintenance is performed in a safe manner and that no hazard is created by such operations.

II. Landscape Maintenance/Water Management

1. Irrigation Operations & Maintenance:

All landscaped areas shall be irrigated as required to maintain optimum growth and appearance. Irrigation shall be accomplished in accordance with the following time frames, unless otherwise approved by the County:

- | | |
|-------------------------|----------------------|
| a. Medians/Streetscapes | 11:00p.m. – 5:00a.m. |
| b. Manual Irrigation | 7:00a.m. – 3:00p.m. |
| c. Slopes | 10:00p.m. – 5:00a.m. |

Irrigation with recycled water is limited to the hours of 10:00 p.m. - 6:00 a.m. Should watering outside of this window be required, it must be continuously supervised to ensure

that no accidental contact with the public occurs.

2. Irrigation Responsibilities:

A. The Contractor shall conduct bi-weekly irrigation tests at streetscapes and medians. The County may notify Contractor verbally or in writing if damage or defects are found during County inspections of irrigation systems. Contractor shall make needed repairs within 24 hours of notification or self-discovery. Contractor shall submit irrigation test reports, on approved form, with monthly invoice. All irrigation systems shall be tested and inspected by the Contractor in accordance with the following:

- (1) Operate all valves automatically with universal remote to avoid manual operations of valves.
- (2) Visually inspect all irrigation heads for proper adjustment, operation, and leakage
- (3) Review program and verify controller is operating properly
- (4) Record water meter reading at time of test

B. All systems shall be adjusted in order to:

- (1) Provide adequate coverage of all landscape areas
- (2) Prevent excessive runoff and/or erosion
- (3) Prevent watering of roadways, facilities such as sports courts, walkways, trails, fences, and private property
- (4) Prevent saturated conditions

C. All systems malfunctions, damage, and obstructions shall be recorded and corrective action taken per contract requirements. A report of required systems tests shall be submitted to the County.

D. In addition to required testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed, or reported - daily if necessary.

- (1) Repair malfunctioning controllers, quick couplers, manual or automatic valves & sprinkler heads within 24 hours of notification or self-discovery. Provide a back-up or temporary controller should repair of County controller be required.

(2) The Contractor shall turn off irrigation systems during period of rainfall and times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally accepted maintenance practices.

(3) Once the County Landscape Inspector has acknowledged the necessity to turn on the water again, all controllers shall be activated within 24 hours.

(4) Failure to turn off controllers during rain, or to re-active following instruction to do so by the County will result in the issuance of a Performance Deficiency Notice.

E. The Contractor will provide a specialized staff member designated as Irrigator whose core function will be irrigation and will be permitted to assist in other maintenance functions only after all irrigations requirements have been met. Irrigation specialist must be trained in use of CalSense Controllers, Hunter Controllers, RainBird Controllers, and wire tracking.

3. Irrigation Repairs:

A. The Contractor's irrigation staff will be responsible for repair of all site irrigation from the water meter and controller through lateral lines and sprinkler heads. Backflow prevention devices and irrigation main lines are considered "Extra Work" under the contract. The Contractor shall be fully responsible for irrigation controller programming. County water management direction will be implemented.

B. The Contractor will make repairs to irrigation damaged by vandalism only after inspection by and approval from a qualified County representative. The cost for repairs to damage caused by vandalism to irrigation equipment will be compensated by the County on a "time and material" basis.

4. Personnel:

A. The Contractor shall provide personnel fully trained in all phases of landscape irrigation systems operation, maintenance, adjustments, and repair in all types of components to include irrigation controllers, valves, moisture sensing devices, and sprinkler heads. Maintenance personnel will be fully familiar with all brands and models of irrigation equipment used within the County.

B. The Contractor shall provide personnel knowledgeable of and proficient in current water management concepts, with the capability of working with the County staff in implementing more advanced water management strategies.

C. The Contractor shall provide personnel capable of verbal and written communication in a professional level of English.

5. Materials:

- A. All replacement materials are to be with original types and model material, unless a substitute is approved by a County representative.
- B. The Contractor shall maintain an adequate inventory of medium to high usage items on hand for repair of irrigation systems.
- C. The Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranty.
- D. Repairs of equipment or property damaged by the Contractor or as a result of error or omission by the Contractor shall not be compensated for by the County and are the sole responsibility of the Contractor.
- E. All materials are to be new and identical to existing materials, unless otherwise directed by the County's representative. All new irrigation heads installed shall be fitted with appropriate nozzles to match the precipitation rate of the head being replaced.

6. Water Management:

- A. All systems shall be programmed weekly or more often as needed to maintain plants in a healthy, vigorous condition.
- B. All program changes shall be recorded and submitted to the County on the approved form.
- C. Water meter readings for each system are to be submitted with the irrigation test report.
- D. Controller program is to be sufficient to keep the landscape healthy without excessive water use.
- E. Controller programs shall incorporate the following conditions:
 - (1) Meet County Water Management requirements
 - (2) Avoid weekend watering when possible
 - (3) Maximize repeat operations
 - (4) Minimize station run times
 - (5) Reflect actual evapotranspiration (ET) requirements

- (6) Reflect actual requirements of soil and plants
- (7) Eliminate runoff onto streets, sidewalks, and other non-target areas
- (8) Provide sufficient time for soil to dry out between waterings
- (9) Maximize community use of County property

III. Facility Maintenance Requirements

1. General: The following apply to all landscape maintenance areas:

- A. All animal feces or other materials detrimental to human health shall be removed daily.
- B. All broken glass and sharp objects shall be removed daily.
- C. All areas shall be inspected daily and maintained in a neat, clean, and safe condition at all times.
- D. All hardscape areas shall have leaves & debris removed daily.
- E. All sidewalks within the maintenance areas shall be swept or cleaned daily, if necessary to remove any glass or heavy debris. In addition, all sidewalk areas shall be thoroughly cleaned in conjunction with the scheduled weekly site maintenance.
- F. All sidewalk areas abutting maintained areas shall be cleaned when dirtied by the Contractor's operations and at other times as required.
- G. All leaves, paper, and debris shall be removed from landscaped areas and disposed of off-site.
- H. Trash cans provided by the County shall be emptied daily (Monday thru Friday). The Contractor shall provide plastic liners for all trash cans at the Contractor's expense, to be changed, not emptied, daily.
- I. All concrete "V" drains, to include that portion under the sidewalk, shall be kept free of vegetation, debris, and algae to allow unrestricted flow of water.
- J. All other drainage facilities shall be cleaned of all vegetation and debris. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be reported to the County immediately in writing.

2. Hard Surface Areas:

These areas include, but are not limited to, concrete sidewalks, bicycle trails, asphalt sidewalks, etc.

- A. All areas shall be swept or blown clean weekly, to remove all debris.
- B. All areas shall be inspected daily and maintained in a neat, clean, and safe condition at all times.

3. Trails/Asphalt Walkways/Equestrian Trails:

Special emphasis shall be placed on chemical edging along these areas to prevent damage to the asphalt from vegetation. All such damage shall be repaired at the Contractor's expense. Trails shall be kept free of encroaching vegetation. Erosion repair and smoothing/grading of trails shall be performed as often as needed to maintain a safe trail.

IV. Pesticide Use

1. General:

The Public Facilities & Operations Department of the County of Riverside solicits and encourages the use of effective alternate pest control measures.

A. Any pesticide applications are to be made by or under the supervision of a person holding a valid license, permit, or certificate pursuant to Sections 11701 and following of said code, whichever may be required by applicable State or local law or regulation. Said person or company is to be currently registered to conduct a pest control business in the State of California and the County of Riverside.

B. Prior to the beginning of the contract period, the Contractor shall supply to the County a list of all proposed chemicals to be used in the fulfillment of said contract. Labels and Material Safety Data Sheets (MSDSs) for all listed chemicals shall be supplied at this time. Copies of applicable Pest Control Advisor and Qualified Applicator Licenses shall be submitted, as well as documentation of County Registration.

(1) All above mentioned items shall be resubmitted in January of each year the contract is in effect.

(2) The County shall be notified in writing of any changes or deviations to the aforementioned list. Application of deviated materials shall not be made without prior approval by the County.

C. Pesticide applications are to be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any Federal, State or County regulatory agency, or by the Public Facilities & Operations Department of the County of Riverside.

D. The County must give consent prior to application of any Category 1 or restricted use pesticide.

2. Required Reports:

A. The Contractor shall be responsible for filing all required records and reports, including but not limited to "Notice of Intent to Apply" and "Pesticide Use" reports as specified by all Federal, State and County agencies. Said reports shall contain accurate and valid information. Copies of all records and reports shall be submitted prior to application of pesticide.

B. The Contractor shall record and maintain accurate records of all pesticide applications. Records shall include date, time of day, location, type of chemical, quantity of chemical, method of application, and environmental data.

C. The County shall be notified verbally within 48 hours and in writing within five (5) working days of any new pest problems previously unreported and observed by the Contractor.

3. Application of Pesticides:

A. Timing: Pesticides shall be applied at times which limit the possibility of contamination from climatic or other factors and at the proper life-cycle of the pests. Early morning application shall be used when possible to avoid contamination from drift. Applicator shall monitor the weather forecast to avoid making application prior to inclement weather and to preclude runoff to treated areas.

B. Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficacy, it shall be applied only in quantities consistent with the treated area's capacity without excessive runoff.

C. Handling of Pesticides: Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside of the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing left over material shall NOT be drained on the site to prevent contamination. Handling and disposal of pesticides and tank rinsing materials shall be within the guidelines established by the California Department of Pesticide Regulation or EPA regulations, as applicable.

D. Equipment and Methods: Spray equipment shall be in good operating condition, quality, and design to efficiently apply materials to the target area. Drift will be

minimized by avoiding high-pressure applications and using water-soluble drift agents. A spray pattern indicator may be required by the County to allow for verification of proper application.

E. Selection of Materials: Pesticides shall be selected from those materials which characteristically have the lowest residual persistence. Emulsifiable concentrates shall be used when possible to limit windblown particles. The use of adjunctives will be to increase pesticides efficacy, thereby reducing the total amount of technical material required to gain control.

F. Substitutions: Whenever a specific type of material is called for, no substitutions shall be allowed without the written consent of the County.

G. Certification of Materials: All materials shall be delivered on the site in original, unopened containers. Materials shall be subject to inspection by the County's representative.

V. Weed and Pest Control

1. General:

Control of horticulturally damaging plant pests (insects, diseases, vertebrates, mites, etc.) shall be the responsibility of the Contractor. Written recommendations by a licensed California Agricultural Pest Control Advisor must be submitted to the County prior to any application of pesticides. Control shall mean the prevention or eradication of any pest to the satisfaction of the County. The County may determine an acceptable level of impact by any pest and adjust the pest control program accordingly. Proper horticultural practices shall be part of the Contractor's pest control program. Failure to prevent, treat, or manage any pest infestation that results in a loss of plant material or creates a risk to public health and safety may be remedied by the County at the Contractor's expense in the form of a reduction in payment.

Weeds over 4" in height must be hand pulled and properly disposed of.

Weeds under 4" may be chemically treated as long as treatment does not damage surrounding turf or plant material. Any damage to turf or plant material as a result of chemical treatment must be replaced at bidder's expense. The bidder shall exercise extreme care in the use of selective weed killers so as not to damage any other plants. Spraying shall be done only at times when there is no wind, and in compliance with all Federal, State, and local laws and regulations. All chemical weed treatment must contain blue dye provided by contractor to identify areas treated.

2. Landscape Areas (Shrubs and Ground Cover):

A. Weed Control:

- (1) All landscaped areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label and State

Regulations. This treatment shall be performed per the annual maintenance calendar (see Section VIII).

(2) All areas within the boundaries of a given site which are not landscaped shall be treated monthly to eliminate weeds.

B. Snail Control: Snails shall be controlled on an as-needed basis on all plant material, as determined by the County.

3. Turf:

A. Weed Control:

(1) When weed population is excessive, as determined by the County, an appropriate herbicide shall be applied in accordance with all label specifications.

(2) In all areas prone to weed intrusion, applications of appropriately labeled pre-emergent herbicide shall be required per the annual maintenance calendar (see Section VIII).

B. Insect & Disease Control:

(1) All turf areas with fungus infection shall be treated with an appropriate fungicide as directed by the County.

(2) All other disease, fungus, and pest problems will be treated on a site-and need-specific basis with the knowledge and consent of the County.

(3) Turf damaged caused by disease and pests shall be repaired or replaced at no extra cost to the County.

4. Weed Control of Paved Surfaces:

The Contractor shall be responsible for controlling, by mechanical or chemical means, weeds growing in cracks, or expansion joints, and areas contiguous to the County landscape.

5. Rodent Control:

The Contractor shall be responsible for the eradication and control of all rodents, as necessary, on a continual basis. All mounds, burrows, or other damage shall be repaired by the Contractor as required by the County. Failure to successfully manage pests will result in the County performing the work and deducting the cost from monthly payments.

VI. Emergency Contacts

1. Emergency Numbers:

- A. The contractor shall have the capability to receive and to respond immediately to calls of an emergency nature outside of normal operating hours.
- B. In the event that emergency work is required, the Contractor shall notify County representative by telephone in advance before commencing work.
- C. After-hours emergency work must begin within two (2) hours of notification.
- D. Contractor must provide names and contact information for responsible staff representing Contractor for 24 hour emergency response to County.
- E. Emergencies will be defined by County representative

VII. Annual Maintenance Schedule

Turf Fertilization Schedule

Apply fertilizer only after soil is wet and irrigation coverage has been verified. Changes in specified materials must be approved by the County prior to application.

Streetscapes, Medians*, and Landscaped Drainage Channels

<u>Frequency</u>	<u>Month</u>	<u>Material</u>	<u>Rate</u>
annually	Mar. 1	16-6-8 Turf Supreme or equal	3 lbs./1,000 SF
annually	Jun. 1	38-0-0 Sulfur Coated Urea	3 lbs/1,000 SF
annually	Oct. 1	16-6-8 Turf Supreme or equal	3 lbs./1,000 SF

*For turf located in medians, substitute Sulfur Coated Urea w/ Pendimethalin after fertilizing

Shrub and Groundcover Fertilization and Pre-Emergent Schedule

Apply fertilizer to landscape only after soil is wet and irrigation coverage has been verified. Changes in specified materials must be approved by the County prior to application.

<u>Frequency</u>	<u>Months</u>	<u>Material</u>	<u>Rate</u>
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annually	Mar. 1	16-6-8	3 lbs./1,000 SF
		Turf Supreme or equal	
annually	Jun. 1	38-0-0	3 lbs./1,000 SF
		Sulfur Coated Urea	
annually	Oct. 1	Pre-emergent	Maximum Rate
		Ronstar G	per Label

VIII. Reports and Schedules

The Contractor will submit reports and schedules as requested. Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments. Such reports must be detailed and thorough, and may include, but are not limited to:

1. **Suggestions for improving problem areas:** As needed or as requested by the County.
2. **Maintenance Schedule(s) and Reports of work planned:** Due quarterly
 - A. The Contractor shall provide a quarterly maintenance schedule to the County.
 - B. Notification of any change in scheduled work must be received by the County at least twelve (12) hours prior to the scheduled time for work.
 - C. The Contractor shall adjust his work schedule to compensate for all holidays and inclement weather.
3. **Cost information to perform extra work:** As needed or as requested by the County.
4. **Accident Reports:** Due within 24 hours of the accident.
5. **Incident Reports:** Due within 24 hours of the incident.
6. **Hazard Reports:** Due within 24 hours of identification/discovery.

IX. Deficiency Adjustments

The Contractor will have any deficiencies in work performed corrected within 24 hours of notification from County staff. This includes but is not limited to weeding, trimming, mowing, edging, fertilizing, providing schedules/reports, and clippings/trash removal. The sum of one hundred dollars (\$100) per deficient landscape maintenance task will be deducted from the monthly payment and forfeited for the month the deficiency is noted.

HIGHGROVE LANDSCAPE MAINTENANCE AREA



Approximate total area: 76,143 sq. ft.
This is an approximation and is not to be used by contractors. Contractors must make their own measurements for bid

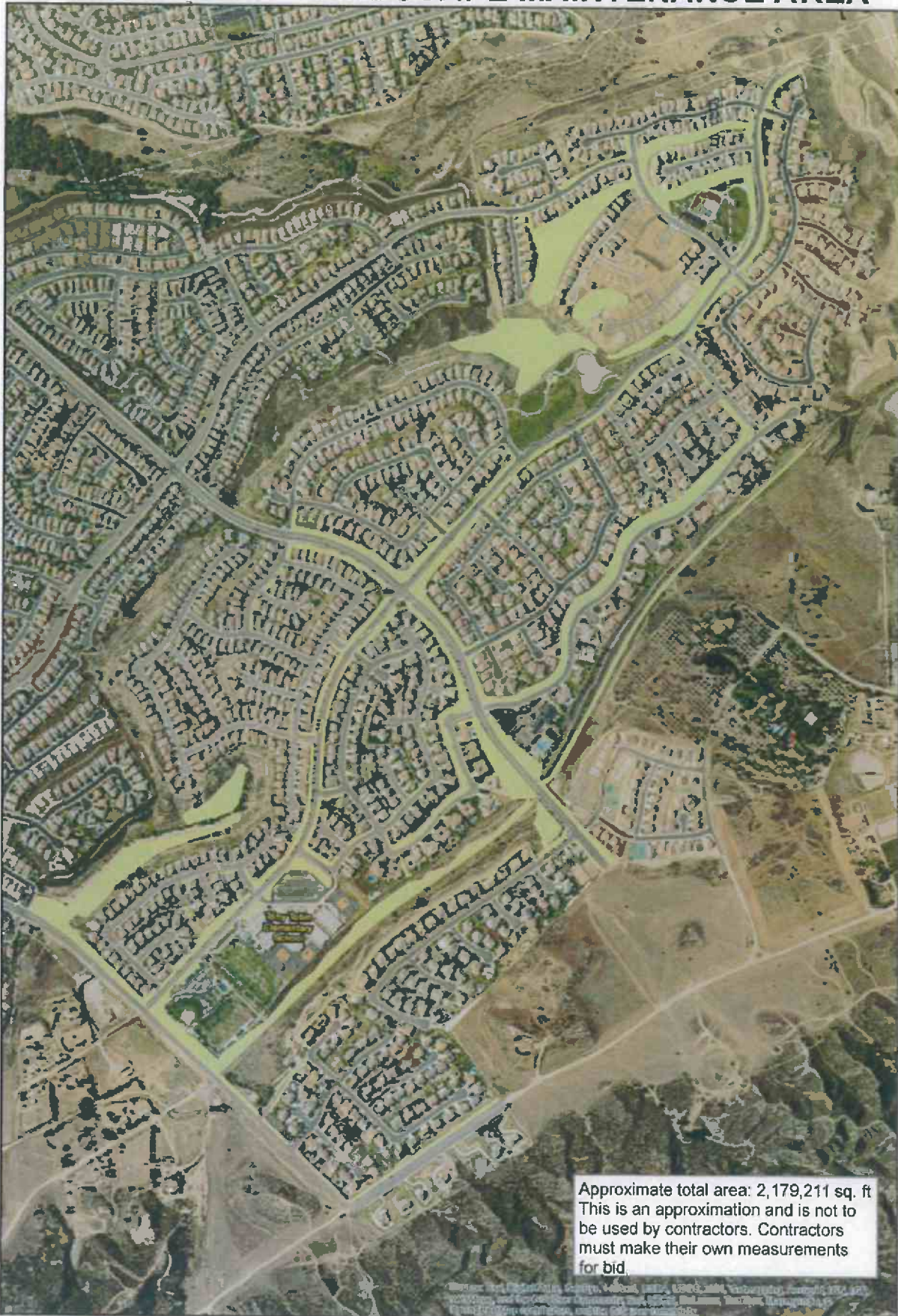
Disclaimer:
This map was prepared by the County of Inverness, Florida, and is not a warranty of any kind. The County of Inverness, Florida, is not responsible for any errors or omissions in this map. The County of Inverness, Florida, is not responsible for any damages or losses resulting from the use of this map. The County of Inverness, Florida, is not responsible for any claims or lawsuits filed against the County of Inverness, Florida, or any of its employees or agents. The County of Inverness, Florida, is not responsible for any claims or lawsuits filed against the County of Inverness, Florida, or any of its employees or agents.



Legend

Highgrove Maintenance Areas

MORGAN HILL LANDSCAPE MAINTENANCE AREA



Approximate total area: 2,179,211 sq. ft
 This is an approximation and is not to be used by contractors. Contractors must make their own measurements for bid.

SILVERHAWK LANDSCAPE MAINTENANCE AREA



Approximate total area: 3,631,671 sq. This is an approximation and is not to be used by contractors. Contractors must make their own measurements for bid.

SYCAMORE CREEK LANDSCAPE MAINTENANCE AREA



Approximate total area: 2,919,206 sq. ft
This is an approximation and is not to be used by contractors. Contractors must make their own measurements for bid.

Disclaimer:
The City of Eagan is not responsible for the accuracy of the information provided in this map. The City of Eagan is not responsible for the accuracy of the information provided in this map. The City of Eagan is not responsible for the accuracy of the information provided in this map.



Legend

Sycamore Creek Landscape Maintenance Area

RANCHO CALIFORNIA LANDSCAPE MAINTENANCE AREA



Approximate total area: 1,360,335 sq. ft.
This is an approximation and is not to be used by contractors. Contractors must make their own measurements for bid.

why Indians are over-represented and are not adequately trained to perform a wide variety of functions. The Council of Economic Advisors is studying the problem and is in the process of releasing a report on the subject. The report will contain a number of suggestions for improving the situation. It is expected that the report will be released in the near future.



Legend

**EXHIBIT B
PAYMENT PROVISIONS**

ESTIMATED HOURS PER DAY: Bidders shall state the total estimated number of hours per day, hours per week, and hours per year, to perform the work based on the work schedule, not including quarterly and semi-annual work. Bidder shall provide the hours of service as the minimum service level.

The hours estimated by the Bidder to perform the contract scope of work shall be a critical part of the bid evaluation in determining the lowest responsive and responsible bidder and award of contract.

Community Services Division	Hours			Monthly	Annual
	Per Day	Per Week	Per Month	Cost	Cost
Right of Way Streetscape	64	320	1376	\$33,113.00	\$397,356.00
Slopes	60	300	1290	\$31,043.00	\$372,516.00
Trails	3	15	64	\$1,540.00	\$18,480.00
				Annual Grand Total	\$788,352.00

*This contract requires contractor to adhere to California State Prevailing Wage as determined in the State Labor Code for landscape maintenance