

**SUBMITTAL TO THE BOARD OF COMMISSIONERS OF THE  
HOUSING AUTHORITY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

834



**FROM:** Housing Authority

**SUBMITTAL DATE:**  
August 31, 2011

**SUBJECT:** Award of Service Agreement for Landscape Maintenance at West Riverside County Public Housing Sites

**RECOMMENDED MOTION:** The Board of Commissioners:

1. Approve the attached Service Agreement with Cal Dreamscape in the amount of \$7,874 per month for landscaping maintenance services at 12 Public Housing sites in the western areas of the county;
2. Authorize the Chairman of the Board to execute the attached Agreement for Contract Services with Cal Dreamscape; and

(Continued)

*Robert Field*  
Robert Field  
Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 94,488	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

**COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA:** No

<b>SOURCE OF FUNDS:</b> Department of Housing and Urban Development (HUD), Public Housing Operating Funds	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE  
BY: *Jennifer L. Sargent*  
Jennifer L. Sargent  
**County Executive Office Signature**

**MINUTES OF THE HOUSING AUTHORITY BOARD OF COMMISSIONERS**

On motion of Commissioner Tavaglione, seconded by Commissioner Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Benoit, and Ashley  
Nays: None  
Absent: Stone  
Date: September 13, 2011  
xc: Housing Authority, Auditor

Kecia Harper-Ihem  
Clerk of the Board  
By: *Kecia Harper-Ihem*  
Deputy

**Prev. Agn. Ref.:** N/A **District:** 1,2,3,5 **Agenda Number:**

10.2

ATTACHMENTS FILED

FORM APPROVED COUNTY COUNSEL  
BY: *Marshall Victor*  
MARSHALL VICTOR  
DATE: 8/18/11

PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY: *Samuel Wong*  
SAMUEL WONG  
DATE: 8/22/11

Dep't Recomm.:  Consent  Policy

Per Exec. Ofc.:  Consent  Policy

SEP 21 2 11 PM '11

SEP 21 2 11 PM '11  
RIVERSIDE COUNTY

**RECOMMENDED MOTION: (Continued)**

3. Authorize the Executive Director, or designee, to take the necessary steps to implement the Agreement including execution of subsequent necessary and related documents.

**BACKGROUND:**

The Housing Authority advertised a Request for Bids on June 2, 2011, for landscape maintenance services at 12 public housing sites located throughout western Riverside County with a closing date of June 16, 2011. The landscape maintenance services include mowing, edging, fertilizing/seeding, removal of debris and additional services as indicated in Exhibit A of the agreement. The Housing Authority received three sealed bids:

1.	Cal Dreamscape	\$ 94,488
2.	Kirkpatrick Landscaping Services, Inc.	\$114,600
3.	Palo Verde Landscape Management Company, Inc.	\$193,452

County Counsel reviewed and approved as to form the lowest bid submitted by Cal Dreamscape. Funding for this project is provided through (HUD) Public Housing Operating Funds. County Counsel has reviewed and approved the agreement. Staff recommends award of the service agreement.



1 same discipline in the State of California. CONTRACTOR further represents and warrants to  
2 the AUTHORITY that it has all licenses, permits, qualifications and approvals of whatever  
3 nature are legally required to practice its profession. CONTRACTOR further represents that it  
4 shall keep all such licenses and approvals in effect during the term of this Agreement.

5 2. PERIOD OF PERFORMANCE: The term of this Agreement shall commence  
6 from the date of execution of this Agreement and continue in effect through **June 30, 2012**  
7 unless terminated as specified in Paragraph 9. 2.1 Extension: Upon mutual agreement, the  
8 AUTHORITY and CONTRACTOR may extend this Agreement for **three (3) consecutive**  
9 **years, in one-year increments**. Such extension must be approved by amendment to this  
10 agreement executed by the parties hereto. The cumulative period of performance shall not  
11 exceed **four (4) years with a completion date of June 30, 2015**. All applicable indemnification  
12 provisions in this Agreement shall remain in effect following the termination of this Agreement.

13  
14 3. COMPENSATION/PAYMENT:

15 3.1. The AUTHORITY will compensate CONTRACTOR for all services  
16 rendered and costs incurred in accordance with the terms of Exhibit B attached hereto and  
17 incorporated herein.

18 All employee wages paid, associated with this Agreement, are subject to U.S. Department of  
19 Labor Service Contract Act Wage Determination – 2005-2053, Revision 14, 06/17/2011.

20 3.2. The Total amount of compensation paid to the CONTRACTOR under this  
21 Agreement shall not exceed the sum of **Seven-Thousand Eight-Hundred and Seventy-Four**  
22 **Dollars (\$7,874) per month for a not to exceed amount of Ninety-Four Thousand, Four**  
23 **Hundred, Eighty-Eight Dollars (\$94,488)** for the first (1) year period ending June 30, 2012.  
24 Unless a written amendment to this Agreement is executed by both parties prior to performance  
25 of additional services.

26 CONTRACTOR shall invoice the AUTHORITY on a monthly basis for services  
27 rendered during the previous month in accordance with Attachment B attached hereto.  
28 AUTHORITY shall pay the invoice within thirty (30) working days from the date of receipt of

1 interest and late charges, per Government Code, Section 926.10. Authority shall not be liable  
2 for any interest or late charges in the performance of this Agreement.

3 4. ADDITIONAL SERVICES: The CONTRACTOR shall not perform any  
4 additional services or incur additional expense without first receiving the express written  
5 consent to proceed from the AUTHORITY in the form of an amendment to this agreement.

6 5. INDEPENDENT CONSULTANT: AUTHORITY retains CONTRACTOR on an  
7 independent contractor basis. CONTRACTOR is not, and shall not be considered to be in any  
8 manner, an employee, agent or representative of the AUTHORITY. Personnel performing the  
9 Services under this Agreement on behalf of CONTRACTOR shall at all times be under  
10 CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages,  
11 salaries and other amounts due such personnel in connection with their performance of Service  
12 and as required by law. CONTRACTOR shall be responsible for all reports and obligations  
13 respecting such personnel, including but not limited to, social security taxes, income tax  
14 withholdings, unemployment insurance, and workers' compensation insurance.

15 6. INDEMNIFICATION: CONTRACTOR shall indemnify and hold harmless  
16 AUTHORITY, all Agencies, Districts, Special Districts and Departments of the County of  
17 Riverside, their respective directors, officers, Board of Supervisors, elected and appointed  
18 officials, employees, agents and representatives from any liability whatsoever, based or asserted  
19 upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or  
20 representatives arising out of or in any way relating to this Agreement, including but not limited  
21 to property damage, bodily injury, or death or any other element of any kind or nature  
22 whatsoever and resulting from any reason whatsoever arising from the performance or non-  
23 performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or  
24 representatives from this Agreement; and CONTRACTOR shall defend, at its sole expense, all  
25 costs and fees including but not limited to attorney fees, cost of investigation, defense and  
26 settlements or awards AUTHORITY, all Agencies, Districts, Special Districts and Departments  
27 of the County of Riverside, their respective directors, officers, Board of Supervisors, elected  
28 and appointed officials, employees, agents and representatives in any claim or action based

1 upon such alleged acts or omissions.

2 With respect to any action or claim subject to indemnification herein by  
3 CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own  
4 choice and shall have the right to adjust, settle, or compromise any such action or claim without  
5 the prior consent of AUTHORITY; provided, however, that any such adjustment, settlement or  
6 compromise in no manner whatsoever limits or circumscribes CONTRACTOR's  
7 indemnification to AUTHORITY as set forth herein. CONTRACTOR's obligation to defend,  
8 indemnify and hold harmless AUTHORITY shall be subject to AUTHORITY having given  
9 CONTRACTOR written notice within a reasonable period of time of the claim or of the  
10 commencement of the related action, as the case may be, and information and reasonable  
11 assistance, at CONTRACTOR's expense, for the defense or settlement thereof.  
12 CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided  
13 to AUTHORITY the appropriate form of dismissal relieving AUTHORITY from any liability  
14 for the action or claim involved.

15 The specified insurance limits required in this Agreement shall in no way limit or  
16 circumscribe CONTRACTOR's obligations to indemnify and hold harmless the AUTHORITY  
17 herein from third party claims.

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

22 7. INSURANCE: Without limiting CONTRACTOR's indemnification,  
23 CONTRACTOR shall maintain in force at all times during the performance of this Agreement,  
24 insurance policies evidencing coverage during the entire term of the Agreement as follows:

25 7.1 Workers' Compensation: If Contractor has employees as defined by the  
26 State of California, Contractor shall maintain Workers' Compensation Insurance (Coverage A)  
27 as prescribed by the laws of the State of California. Policy shall include Employers' Liability  
28 (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person

1 per accident. Policy shall be endorsed to waive subrogation in favor of the AUTHORITY; and,  
2 if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

3           7.2 Commercial General Liability: Commercial General Liability insurance  
4 coverage, including but not limited to, premises liability, contractual liability, completed  
5 operations, personal and advertising injury covering claims which may arise from or out of  
6 CONTRACTOR's performance of its obligations hereunder. Policy shall name the  
7 AUTHORITY, County of Riverside, its Agencies, Districts, Special Districts, and Departments,  
8 their respective Commissioners, directors, officers, Board of Supervisors, elected officials,  
9 employees, agents or representatives as Additional Insureds. Policy's limit of liability shall not  
10 be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a  
11 general aggregate limit, it shall apply separately to this agreement or be no less than two (2)  
12 times the occurrence limit.

13           7.3 Vehicle Liability: If vehicles or mobile equipment are used in the  
14 performance of the obligations under this Agreement, CONTRACTOR shall maintain liability  
15 insurance for all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per  
16 occurrence combined single limit. If such insurance contains a general aggregate limit, it shall  
17 apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy  
18 shall name the AUTHORITY, County of Riverside, its Agencies, Districts, Special Districts,  
19 and Departments their respective directors, officers, Board of Supervisors, elected officials,  
20 employees, agents, or representatives as Additional Insureds.

21           7.4 Professional Liability: CONTRACTOR shall maintain Professional Liability  
22 Insurance providing coverage for performance of work included within this Agreement, with a  
23 limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If  
24 CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than  
25 an occurrence basis, such insurance shall continue through the term of this Agreement. Upon  
26 termination of this Agreement or the expiration or cancellation of the claims made insurance  
27 policy CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting  
28 Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer

1 with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3)  
2 demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous  
3 coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will  
4 continue for as long as allowed by law.

5 7.5 General Insurance Provisions - All lines:

- 6 a. Any insurance carrier providing insurance coverage hereunder shall be  
7 admitted to the State of California and have an A.M. BEST rating of not less  
8 than an A: VIII (A: 8) unless such requirements are waived, in writing, by  
9 the County Risk Manager. If the County's Risk Manager waives a  
10 requirement for a particular insurer such waiver is only valid for that specific  
11 insurer and only for one policy term.
- 12 b. The CONTRACTOR's insurance carrier(s) must declare its self-insured  
13 retentions. If such self-insured retentions exceed \$500,000 per occurrence  
14 such retentions shall have the prior written consent of the County Risk  
15 Manager before the commencement of operations under this Agreement.  
16 Upon notification of self insured retentions which are deemed unacceptable  
17 to the AUTHORITY, at the election of the County's Risk Manager,  
18 CONTRACTOR's carriers shall either 1) reduce or eliminate such self-  
19 insured retentions as respects this Agreement with the AUTHORITY; or 2)  
20 procure a bond which guarantees payment of losses and related  
21 investigations, claims administration, defense costs and expenses.
- 22 c. The CONTRACTOR shall cause their insurance carrier(s) to furnish the  
23 AUTHORITY with 1) a properly executed original Certificate(s) of  
24 Insurance and certified original copies of Endorsements effecting coverage  
25 as required herein; or, 2) if requested to do so orally or in writing by the  
26 County Risk Manager, provide original Certified copies of policies including  
27 all Endorsements and all attachments thereto, showing such insurance is in  
28 full force and effect. Further, said Certificate(s) and policies of insurance



1 shall contain the covenant of the insurance carrier(s) shall provide no less  
2 than thirty (30) days written notice be given to the AUTHORITY prior to  
3 any material modification or cancellation of such insurance. In the event of a  
4 material modification or cancellation of coverage, this Agreement shall  
5 terminate forthwith, unless the AUTHORITY receives, prior to such  
6 effective date, another properly executed original Certificate of Insurance  
7 and original copies of endorsements or certified original policies, including  
8 all endorsements and attachments thereto evidencing coverages and the  
9 insurance required herein is in full force and effect. Individual(s) authorized  
10 by the insurance carrier to so do on its behalf shall sign the original  
11 endorsements for each policy and the Certificate of Insurance.  
12 ***CONTRACTOR shall not commence operations until the AUTHORITY***  
13 ***has been furnished original Certificate(s) of Insurance and certified***  
14 ***original copies of endorsements or policies of insurance including all***  
15 ***endorsements and any and all other attachments as required in this***  
16 ***Section.***

- 17 d. It is understood and agreed by the parties hereto and the CONTRACTOR's  
18 insurance company(s), that the Certificate(s) of Insurance and policies shall  
19 so covenant and shall be construed as primary insurance, and the  
20 AUTHORITY's insurance and/or deductibles and/or self-insured retentions  
21 or self-insured programs shall not be construed as contributory.
- 22 e. If, during the term of this Agreement or any extension thereof, there is a  
23 material change in the scope of services or performance of work the Risk  
24 Manager of the AUTHORITY reserves the right to adjust the types of  
25 insurance required under this Agreement and the monetary limits of liability  
26 for the insurance coverage's required herein, if in the AUTHORITY's Risk  
27 Manager's reasonable judgment, the amount or type of insurance carried by  
28 the CONTRACTOR has become inadequate.

1 f. CONTRACTOR shall pass down the insurance obligations contained herein  
2 to all tiers of sub-consultants working under this Agreement

3 8. TERMINATION: AUTHORITY may, by written notice to CONTRACTOR,  
4 terminate this Agreement in whole or in part at any time. Such termination may be for  
5 AUTHORITY's convenience or because of CONTRACTOR's failure to perform its duties and  
6 obligations under this Agreement including, but not limited to, the failure of CONTRACTOR to  
7 timely perform Services pursuant to the Schedule of Services described in Exhibit A to this  
8 Agreement.

9 8.1 Discontinuance of Services. Upon receipt of written Notice of  
10 Termination, CONTRACTOR shall discontinue all affected Services immediately, unless  
11 otherwise directed by the Notice, and deliver to the AUTHORITY all data, estimates, graphs,  
12 summaries, reports, and other related materials as may have been prepared or accumulated by  
13 CONTRACTOR in performance of Services, whether completed or in progress.

14 8.2 Effect of Termination for Convenience. If the termination is to be for the  
15 convenience of the AUTHORITY, the AUTHORITY shall compensate CONTRACTOR for  
16 Services satisfactorily provided through the date of termination. Such payment shall include a  
17 pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on  
18 unperformed Services. CONTRACTOR shall provide documentation deemed adequate by  
19 AUTHORITY's Representative to show the Services actually completed by CONTRACTOR  
20 prior to the date of termination. This Agreement shall terminate immediately upon  
21 CONTRACTOR's receipt of the written Notice of Termination.

22 8.3 Effect of Termination for Cause. If the termination is due to the failure  
23 of CONTRACTOR to fulfill its obligations under this Agreement, CONTRACTOR shall be  
24 compensated for those Services which have been completed and accepted by the AUTHORITY.  
25 In such case, the AUTHORITY may take over the work and prosecute the same to completion  
26 by contract or otherwise. Further, CONTRACTOR shall be liable to the AUTHORITY for any  
27 reasonable additional costs incurred by the AUTHORITY to revise work for which the  
28 AUTHORITY has compensated CONTRACTOR under this Agreement, but which the

1 AUTHORITY has determined in its sole discretion needs to be revised in part or whole to  
2 complete the Project. Following discontinuance of Services, the AUTHORITY may arrange for  
3 a meeting with CONTRACTOR to determine what steps, if any, CONTRACTOR can take to  
4 adequately fulfill its requirements under this Agreement. In its sole discretion, AUTHORITY's  
5 Representative may propose an adjustment to the terms and conditions of the Agreement,  
6 including the contract price. Such contract adjustments, if accepted in writing by the Parties,  
7 shall become binding on CONTRACTOR and shall be performed as part of this Agreement. In  
8 the event of termination for cause, unless otherwise agreed to in writing by the parties, this  
9 Agreement shall terminate thirty (30) days following the date the Notice of Termination was  
10 mailed to the CONTRACTOR. Termination of this Agreement for cause may be considered by  
11 the AUTHORITY in determining whether to enter into future agreements with  
12 CONTRACTOR.

13           8.4 Cumulative Remedies. The rights and remedies of the parties provided in  
14 this Section are in addition to any other rights and remedies provided by law or under this  
15 Agreement.

16           9. CONFLICT OF INTEREST: CONTRACTOR shall have no interest, and shall  
17 not acquire any interest, direct or indirect, which will conflict in any manner or degree with the  
18 performance of services required under this Agreement.

19           10. ADMINISTRATION: The AUTHORITY Executive Director (or designee) shall  
20 administer this Agreement on behalf of AUTHORITY.

21           11. ASSIGNMENT: This Agreement shall not be assigned by CONTRACTOR,  
22 either in whole or in part, without prior written consent of AUTHORITY. Any assignment or  
23 purported assignment of this Agreement by CONTRACTOR without the prior written consent  
24 of AUTHORITY will be deemed void and of no force or effect.

25           12. NONDISCRIMINATION: CONTRACTOR represents that it is an equal  
26 opportunity employer and it shall not discriminate against any employee or applicant for  
27 employment because of race, religion, color, national origin, ancestry, sex, physical condition,  
28 or age. Such non-discrimination shall include, but not be limited to, all activities related to

1 initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff  
2 or termination.

3 13. ALTERATION: No alteration or variation of the terms of this Agreement shall  
4 be valid unless made in writing and signed by the parties hereto, and no oral understanding or  
5 agreement not incorporated herein shall be binding on any of the parties hereto.

6 14. ELIGIBILITY: Services and benefits shall be provided by CONTRACTOR to  
7 individuals without reference to their religion, color, sex, national origin, age or physical or  
8 mental handicap.

9 15. LICENSE AND CERTIFICATION: CONTRACTOR verifies upon execution of  
10 this Agreement, possession of a current and valid license in compliance with any local, State,  
11 and Federal laws and regulations relative to the scope of services to be performed under Exhibit  
12 A, and that services(s) will be performed by properly trained and licensed staff.

13 16. CONFIDENTIALITY: CONTRACTOR shall observe all Federal, State and  
14 AUTHORITY regulations concerning confidentiality of records. CONTRACTOR shall refer  
15 all requests for information to AUTHORITY.

16 17. WORK PRODUCT: All reports, preliminary findings, or data assembled or  
17 compiled by CONTRACTOR under this Agreement become the property of the AUTHORITY.  
18 The AUTHORITY reserves the right to authorize others to use or reproduce such materials.  
19 Therefore, such materials shall not be circulated in whole or in part, nor released to the public,  
20 without the direct authorization of the AUTHORITY Executive Director or an authorized  
21 designee.

22 18. JURISDICTION, VENUE, and ATTORNEY'S FEES: This Agreement is to be  
23 construed under the laws of the State of California. The parties agree to the jurisdiction and  
24 venue of the Superior Court for the County of Riverside, State of California.

25 19. WAIVER: Any waiver by AUTHORITY of any breach of any one or more of  
26 the terms of this Agreement shall not be construed to be a waiver of any subsequent or other  
27 breach of the same or of any other term thereof. Failure on the part of the AUTHORITY to  
28 require exact, full and complete compliance with any terms of this Agreement shall not be

1 construed as in any manner changing the terms hereof, or estopping AUTHORITY from  
2 enforcement hereof.

3 20. SEVERABILITY: If any provision in this Agreement is held by a court of  
4 competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will  
5 nevertheless continue in full force without being impaired or invalidated in any way.

6 21. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement  
7 between the parties hereto with respect to the subject matter hereof and all prior or  
8 contemporaneous agreements of any kind or nature relating to the same shall be deemed to be  
9 merged herein. Any modifications to the terms of this Agreement must be in writing and signed  
10 by the parties herein.

11 22. SURVIVABILITY OF TERMS: Provisions of this Agreement-that are not fully  
12 performed or are not capable of being fully performed as of the date of termination will survive  
13 termination of this Agreement.

14 23. NOTICES: All correspondence and notices required or contemplated by this  
15 Agreement shall be delivered to the respective parties at the addresses set forth below and are  
16 deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

17		
18	Heidi Marshall	Theresa Garcia
19	Housing Authority of the	Cal Dreamscape
20	County of Riverside	22421 Barton Road # 286
21	5555 Arlington Avenue	Grand Terrace, CA 92313
22	Riverside, California 92504-2506	
23		
24		
25		

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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement this 13<sup>th</sup> day of September, 2011.

**Cal Dreamscape**

By: *Kenneth Reed*  
Kenneth Reed  
Title: *President*  
Owner

**Housing Authority of the County of Riverside**

By: *Bob Buster*  
Bob Buster, Chairman  
Board of Commissioners

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By: *Kecia Harper-Ihem*  
DEPUTY

APPROVED AS TO FORM:

Pamela J. Walls  
County Counsel

By: *P. J. Walls* 8/18/11  
Deputy County Counsel

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## EXHIBIT "A"

### 1. SCOPE OF WORK

The Contractor shall provide, at his own risk and cost, all labor, licenses, permits, fees, material, tools, equipment, transportation, hauling, dumping, fertilizers, insecticides, chemicals and other items needed to perform landscape maintenance work as directed by this agreement and the designated Housing Authority representative. Award will be made to the lowest responsive, responsible bidder based on total for all properties.

### 2. EMERGENCY NUMBERS

The Contractor shall provide at all times throughout the duration of this contract, emergency telephone numbers which can be called for emergency conditions at any time the Contractor's representatives are not immediately available at the job site. An alternative number shall be provided in case no answer is received at the first number. The emergency number shall be used to contact a responsible representative of the Contractor who can take the necessary action required to alleviate an emergency condition which threatens to cause damage to any property.

### 3. LOCATION

See "Exhibit B" for site information.

### 4. EXTRA WORK

Contractor shall furnish the Housing Authority with a *firm bid* for any extra work which the contractor determines may be needed or desired during the contract period. Extra work or additional work includes, but is not limited to, reseeding, planting of major areas and all materials associated with the extra work such as mulch, flowers, plants, seed, fertilizer, etc. Commencement of any extra work shall only occur after receipt by the Contractor of written approval and authorization for such work from the Housing Authority.

***Any damage caused to the properties, including the irrigation and sprinkler system, by the Contractor during maintenance or extra work shall be repaired at the Contractor's expense.***

### 5. TURF AREAS

**MOWING:** Lawn areas shall be mowed by the Contractor once each week to a height appropriate for the season (no longer than 2" in height). It shall be the Contractor's responsibility to move portable objects that would obstruct his mowing operation. Lawn areas shall be left neat and clean after mowing.

**MOWING EQUIPMENT:** Lawns shall be mowed with power propelled rotary or reel type mowers. Mowing equipment shall be capable of performing a neat mowing or trimming of grass to project a rich, well-manicured appearance. All mowers will be equipped with grass catching devices and shall be maintained in good working condition.

**MOWING PROCEDURE:** Mowing shall be done neatly and completely up to the edge of paved areas and around all obstructions such as manholes, sprinkler valves, fire hydrants, poles, posts, trees, shrubbery, perimeter of all buildings, structures, flower beds and fences. Sprinkler heads to be cleared of grass by use of weed eater, ensuring that water spray from sprinkler head is not obstructed by grass. Care shall be taken to prevent damage to turf when grounds are wet. Any damage to lawn areas when grounds are wet caused by Contractor shall be repaired at Contractor's expense. Paved areas shall be hand swept, vacuumed, or blown to remove grass clippings within the same day the mowing is performed.

**EDGING:** Shall mean cutting all grass and/or weeds to lawn heights, along walls or buildings and paved areas, edges of foundations and slabs, stairways or steps, fences, shrub plantings, trees, posts and poles on a weekly basis. Edges along paved areas shall be trimmed to prevent grass, ice plant or weeds from encroaching upon the paved areas.

**FERTILIZING/SEEDING:** Fertilizer shall be applied on an as-needed basis to assure the proper maintenance of the turf areas. Fertilizer shall be watered in after each application either manually or by the next irrigation cycle to be coordinated with the resident manager of the complex. Insecticide shall be applied as often as necessary to prevent any serious damage from occurring.

Scalping of winter rye – lawn scalping and re-seeding shall be performed annually before the end of October. Rye grass seed will be provided by the Housing Authority.

## 6. **GROUND COVER**

Ground covers shall be inspected weekly. Maintenance shall include removal of all debris, including leaves, branches, paper, and dead woody plant material.

Weeds shall be removed regularly but no less than once a month. ***The weeds shall not be allowed to become established in these areas.*** Weeds are to be removed completely, chemically or manually. Ground cover shall be fertilized four (4) times per year with a commercial fertilizer, or as necessary to maintain an appearance of dense, lush plant growth.

All ground covers shall be pruned or trimmed neatly away from shrubs, trees, walks and parking curbs weekly.



## 7. SHRUB/FLOWER BED/FOUNDATION PLANTING CARE

Removal of spent flowers spikes, removal of all leaves and debris from plant areas shall be done weekly.

Weeds are to be removed from beds chemically or manually. All weeds and debris are to be removed from premises. **No debris shall be placed in the dumpsters on the premises at any time.**

Pruning shall be performed as a continuous operation. **Plants will not be allowed to develop stray, undesirable growth.**

Perennials and vines shall be fertilized twice annually. All fertilizers are to be applied evenly with a thorough watering to follow during the next irrigation cycle.

Shrubs located in lawns and ground cover areas will not require additional fertilizer except as noted.

## 8. TREES

Contractor is to maintain trees of various types, whether specifically mentioned or not.

Tree staking and guying: Contractor shall remove stakes and guys as soon as they are no longer needed. Stakes and guys are to be inspected frequently to prevent rubbing that causes bark wounds. All trees shall be re-staked, realigned tied or retied and guyed or re-guyed as necessary to aid and promote proper growth. Cinch ties or VIT braces shall be used to insure no bruising. When topping trees a separate bid must be submitted by the contractor, trees should be trimmed away from sides and roof areas of buildings at least 18". Contractor shall furnish all materials required.

Fertilizing: All trees except Eucalyptus species within the project area will be deep root fed once per year.

Pruning: will be required for the removal of dead wood, low branches, misshapen or misdirected branches, branches against buildings and broken branches. All cuts shall be made neatly. Pruning for general clean-up of trees is recommended at least twice per year. Pruning is limited to the lower 12 feet of trees or as far as a man can reach with a pole saw.

## 9. WEED, FUNGUS AND PEST CONTROL WITHIN ALL PLANTED AREAS

Weed, fungus and pest (including snails) control of ground covers on slopes and flat areas within the project boundary shall be provided to all such planted areas by the application of granular and/or liquid material and/or cultivation as required and necessary to maintain

effective control. Widespread pest problems requiring power sprayers will be subcontracted to licensed pest control applicators and will be considered an extra charge. Coordination with HACR and licensed pest control is required.

#### 10. IRRIGATION SYSTEM

Contractor shall notify Authority of lawn and/or shrub areas that appear to be lacking proper irrigation upon initial observation. Authority will conduct irrigation repairs as required. Contractor however, is responsible for any repairs or replacement required as the result of damage sustained during the provision of services.

#### 11. HARDSCAPE AREAS

Hardscape areas (as designated below) shall be kept clear of debris from the maintenance operation, erosion, erosion run off from storms, irrigation or wind-blown debris weekly by compressed air from a blow pack.

Designated areas: Entry drives, sidewalks, carports.

Grass and weeds growing in cracks of paved areas shall be removed once each month. Sterilants will be used to inhibit growth, except in areas where such use may endanger planned plant life. Policing of common areas around trash containers to remove all litter shall be done weekly.

#### 12. DEBRIS REMOVAL

In general, it is intended that the maintenance Contractor see that the premises are kept neat and clean of foreign debris. **Clean-up shall consist of removal of all debris, paper and weeds** on a weekly basis from landscape areas.

Promptly after pruning and trimming of shrubbery, weeding, edging and trimming of grass and other ground cover, all cuttings and debris shall be removed from the work site. Immediately after working in the areas of walks, patios, and driveways they shall be swept clean with brooms, vacuum or blower. All debris shall be removed from the work site at Contractor's cost. **At no time shall any debris be disposed of in on-site dumpsters.**

#### 13. SUBCONTRACTOR

No Subcontractors will be used in the performance of the contract without the approval of HACR representative.

#### 14. WORK NOT INCLUDED

Contractor will not furnish new trees, shrubs, ground cover, vines or seasonal flowers under regular maintenance contract.

**15. EQUIPMENT PLACEMENT/STORAGE**

Contractor shall, at all times, assure the placement of equipment in such areas as to prevent damage to property's landscape areas and injury to persons. Equipment shall not be left unattended in turf areas.

No portion of the property shall be used for storage of any landscape material, unless specific approval is given by the authorized representative of the Housing Authority.

**16. CONTRACTOR/STAFF HOURS**

It is intended to have landscape services provide *complete service* a minimum of ONCE per week, whether it takes one or more visits, throughout the duration of the maintenance contract.

**EXHIBIT "B"**

**Compensation/Payment per Public Housing site**

<b>Site Address</b>	<b>Price per Month</b>
Rubidoux Village 5571-5597 34 <sup>th</sup> St, Rubidoux, CA 92509	\$510.93
Broadway Manor 16366-16448 Broadway, Lake Elsinore, CA 92530	\$898.00
Fairview Lake Townhomes 33051-33091 Fairview, Lake Elsinore, CA 92530	\$898.00
Idyllwild Place 475-479 Idyllwild Drive, San Jacinto, CA 92583	\$617.42
Dracaea Townhomes 24340-24366 Dracaea, Moreno Valley, CA 92553	\$614.12
Fort Drive Apts 3974-3998 Fort Drive, Rubidoux, CA 92509	\$422.65
Midway Capri Apts 102-142 Midway St, Perris, CA 92570	\$614.12
Gloria Crossing 25011-25128 Gloria St, Moreno Valley, CA 92553	\$892.22
13816, 13836 Perris Blvd, Moreno Valley, CA 92553	\$375.00
22211, 22215, 22239, 22245 Sherman Ave., Moreno Valley, CA 92553	\$417.00
Banning Townhomes 975 E. Williams, St, Banning, CA 92220	\$807.24
Beaumont Grove 717-837 E 5 <sup>th</sup> St & 478, 486 Maple Ave, Beaumont, CA 92223	\$807.24
<b><u>TOTAL</u></b>	<b>\$7873.94</b>