

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

121



FROM: Housing Authority

SUBMITTAL DATE:
August 27, 2015

SUBJECT: Approve and Accept the Lowest Cost Bid and Approve the Contract with OctoGreen, Inc. for Landscape Maintenance Services at Thirteen Public Housing Sites and the Housing Authority of the County of Riverside Main Office; Five Years; Districts 1,2,3,5 [\$474,540], Department of Housing and Urban Development Public Housing Operating Funds 90% and Housing Authority Administration Building Funds 10%; CEQA Exempt

RECOMMENDED MOTION: That the Board of Commissioners:

1. Find that the project is exempt under California Environmental Quality Act (CEQA) State Guidelines Section 15061(b)(3) and Section 15301;
2. Approve and accept the lowest cost bid submitted by OctoGreen, Inc., a California corporation (OctoGreen, Inc.) to the Housing Authority of the County of Riverside (HACR) as the lowest responsible and responsive bidder for the provision of landscape maintenance services for 13 public housing sites and the HACR main office for an initial 1 year term with 4 options to renew for 1 year periods each (\$94,908 base year cost, \$94,908 for each option year) for a total aggregate contract amount of \$474,540;

(Continued)

Robert Field
Executive Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 94,908	\$ 94,908	\$ 474,540	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Housing Authority of the County of Riverside Public Housing Operating Funds 90% Housing Authority Administration Building Funds 10%				Budget Adjustment: No	
				For Fiscal Year: 2015/16-2019/20	

C.E.O. RECOMMENDATION:

APPROVE

BY:
Rohini Dasika

County Executive Office Signature

MINUTES OF THE HOUSING AUTHORITY BOARD OF COMMISSIONERS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: September 15, 2015
xc: Housing Authority

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

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

10-2

FORM APPROVED COUNTY COUNSEL
BY:
ANITA C. WILLIS
DATE

FISCAL PROCEDURES APPROVED
PAUL ANGLILO, CPA, AUDITOR-CONTROLLER
BY:
Susana Garcia-Bocanegra
Departmental Concurrence

A-30 Positions Added
 4/5 Change Order
 Vote

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

Housing Authority

FORM 11: : Approve and Accept the Lowest Cost Bid and Approve the Contract with OctoGreen, Inc. for Landscape Maintenance Services at Thirteen Public Housing Sites and the Housing Authority of the County of Riverside Main Office; Five Years; Districts 1,2,3,5 [\$474,540], Department of Housing and Urban Development Public Housing Operating Funds 90% and Housing Authority Administration Building Funds 10%; CEQA Exempt

DATE: August 27, 2015

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RECOMMENDED MOTION: (Continued)

3. Approve the attached Contract for Landscape Maintenance Services (Agreement) between HACR and OctoGreen, Inc. for an initial 1 year term with 4 options to renew for 1 year periods each, for a total contract amount of \$474,540;
4. Authorize the Chairman of the Board to sign the attached Agreement;
5. Authorize the Executive Director, or designee, to take all necessary steps to implement the Agreement including, but not limited to, signing subsequent essential and relevant documents, and exercising the renewal options based on the availability of fiscal funding, subject to approval by County Counsel; and
6. Direct Housing Authority staff to file the Notice of Exemption with the Clerk of the Board within five working days.

BACKGROUND:

Summary

The Housing Authority of the County of Riverside (Housing Authority) is required by the U.S. Department of Housing and Urban Development (HUD) to maintain the landscaping at all of its public housing sites. The Housing Authority currently owns and operates 19 public housing sites throughout the County of Riverside with 300 units.

The Housing Authority advertised an Invitation for Bids (IFB) for landscape maintenance services with a closing date of May 26, 2015. The landscape maintenance services set forth in the IFB included complete landscape maintenance of all 13 public housing sites in Western Riverside County, as well as maintaining the landscape at the Housing Authority's main office located at 5555 Arlington Avenue in the City of Riverside. The Housing Authority received 5 bids. After careful review of all bids, Housing Authority staff determined that OctoGreen, Inc., a California corporation, (OctoGreen) was the lowest responsible and responsive bidder.

Housing Authority staff recommends that the Board of Commissioners approve and accept the lowest cost bid submitted by OctoGreen as the lowest responsible and responsive bidder for the provision of landscape maintenance services. Housing Authority staff also recommends that the Board of Commissioners approve the attached proposed Contract for Landscape Maintenance Service (Contract) to be entered into between the Housing Authority and OctoGreen. The proposed Contract is for an initial 1 year term with 4 options to renew for 1 year periods each (\$94,908 per year) for a total contract amount of \$474,540.

The proposed Contract with OctoGreen was reviewed and determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), common sense, general rule exemption and Section 15301, Class 1, Existing Facilities Exemption. The project relates to the provision of landscape maintenance services at 13 public housing sites and the Housing Authority's main office that would involve no expansion of use beyond that previously existing and is therefore exempt under State CEQA Guidelines Section 15301. Further, the Contract is also exempt under the common sense exemption of State CEQA Guidelines Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the Contract may have a significant effect on the environment, as the landscape maintenance services will not expand the existing use and will not lead to any direct or reasonably indirect physical environmental impacts.

(Continued)



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

Date Initial

NOTICE OF EXEMPTION

August 27, 2015

Project Name: Landscape Maintenance Service for 14 Public Housing Sites Western Riverside County

Project Number: 2015-004

Project Location: (See attached Exhibit A).

Description of Project: The Housing Authority of the County of Riverside (HACR) owns, operates and maintains thirteen (13) Public Housing Sites in Western Riverside County as well as the Housing Authority Main Office (Sites) listed in Exhibit A. Each Site's grounds and existing landscape must be maintained per HUD regulations. The present landscape, grounds and the existing use of the Sites will remain the same and of similar intensity. Any existing impacts related to noise, traffic, or utilities will remain similar to existing conditions.

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

Name of Person or Agency Carrying Out Project: Housing Authority of the County of Riverside

Exempt Status: California Environmental Quality Act (CEQA) Guidelines, Section 15301, Existing Facilities and Section 15061 (b) (3), General Rule Exemption.

Reasons Why Project is Exempt: The project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project relates to the provision of landscape maintenance services at 13 public housing sites and the Housing Authority's main office that would involve no expansion of use beyond that previously existing and is therefore exempt under State CEQA Guidelines Section 15301 Class 1, Existing Facilities Exemption and Section 15061(b)(3), Common Sense, General Rule Exemption. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive biological environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The landscape maintenance of existing public housing residential units and the Housing Authority's main office will not have an effect on the environment and no significant physical environmental impacts are anticipated to occur.

- Section 15301 – Class 1 Existing Facilities Exemption. This 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 the

SEP 15 2015 10-2

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Administration	Housing	Economic Development	Parking
Aviation	Housing Authority	Edward-Dean Museum	Project Management
Business Intelligence	Information Technology	Environmental Planning	Purchasing Group
Cultural Services	Maintenance	Fair & National Date Festival	Real Property
Community Services	Marketing	Foreign Trade	Redevelopment Agency
Custodial		Graffiti Abatement	Workforce Development

provision of landscape maintenance services at 13 public housing sites and the Housing Authority's main office and would not result in any significant physical impacts related to air quality, traffic, noise, biological or historic resources, or any other potential physical environmental impacts. Therefore, the project meets the scope and intent of the Class 1 Exemption.

- Section 15061 – General Rule or “Common Sense” Exemption. The State CEQA Guidelines provides this exemption based upon the general rule that CEQA only applies to projects with the potential to cause a significant effect on the environment. With certainty, there is no possibility that the proposed project may have a significant effect on the environment. The provision of landscape maintenance services at already existing multifamily housing units and the Housing Authority's already existing main office will not have an effect on the environment. The landscape service will not increase any potential environmental impacts. The use and operation of the site will be substantially the same as before and the landscape service will not create any new environmental impacts to the surrounding area. 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: Heidi Marshall Date: 8/27/2015

Heidi Marshall, Deputy Executive Director
County of Riverside, Economic Development Agency

1 **CONTRACT FOR LANDSCAPE MAINTENANCE SERVICE**
2 **BY AND BETWEEN**
3 **THE HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**
4 **AND OCTOGREEN, INC.**

5
6 This CONTRACT FOR LANDSCAPE MAINTENANCE SERVICE (“Contract”) is
7 made by and between the **HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**,
8 a public entity corporate and politic (“AUTHORITY”) and **OCTOGREEN, INC.**, a California
9 corporation, (“CONTRACTOR”) or (“OCTOGREEN”). AUTHORITY and CONTRACTOR
10 are collectively referred to herein as the “Parties.”

11 **RECITALS**

12 **WHEREAS**, AUTHORITY is a Housing Authority duly created, established
13 and authorized to transact business and exercise its powers, all under and pursuant to the
14 provision of the Housing Authorities Law which is Part 2 of Division 24 of the California
15 Health and Safety Code commencing with Section 34200 et seq.;

16 **WHEREAS**, pursuant to the Housing Authorities Law, AUTHORITY is
17 authorized to make and execute contracts and other instruments necessary or convenient to
18 exercise its powers;

19 **WHEREAS**, CONTRACTOR was the successful bidder in connection with the
20 AUTHORITY’s Invitation for Bids No. 2015-004 for Landscape Maintenance Service For
21 Fourteen (14) Public Housing Sites In Western Riverside County dated May 15, 2015
22 incorporated herein by this reference (“IFB No. 2015-004”); and

23 **WHEREAS**, CONTRACTOR has the expertise, special skills, knowledge and
24 experience to perform the duties set out herein and in the IFB No. 2015-004, and agrees to
25 provide such services to AUTHORITY.

26 **NOW THEREFORE**, in consideration of the mutual covenants contained
27 herein, the Parties hereto agree as follows:

- 28 1. DESCRIPTION OF SERVICES. CONTRACTOR shall furnish all labor,

1 material and equipment as outlined and specified in (i) **Exhibit "A"**, attached hereto and
2 incorporated herein by this reference, (ii) IFB No. 2015-004; and (iii) CONTRACTOR's
3 proposal submitted to the AUTHORITY on May 15, 2015 in connection with IFB No. 2015-004
4 which is incorporated herein by this reference (collectively, "Landscape Maintenance Service"
5 or "services").

6 1.1 CONTRACTOR shall, as required by applicable code, law or regulation,
7 provide all Landscape Maintenance Service for the fourteen (14) sites listed in Exhibit "F".

8 1.2 CONTRACTOR affirms this it is fully apprised of all of the work to be
9 performed under this Contract and CONTRACTOR agrees it can properly perform this work;

10 1.3 Acceptance by the AUTHORITY of CONTRACTOR's performance
11 under this Contract does not operate as a release of CONTRACTOR's responsibility for full
12 compliance with the terms of this Contract.

13 1.4 CONTRACTOR represents and maintains that it is skilled in the
14 professional calling necessary to perform all services, duties and obligations required by this
15 Contract and Exhibit "A," to fully and adequately provide all services and the AUTHORITY
16 relies upon this representation. CONTRACTOR shall perform the services and duties in
17 conformance to and consistent with the standards generally recognized as being employed by
18 professionals in the same discipline in the State of California. CONTRACTOR further
19 represents and warrants to the AUTHORITY that it has all licenses, permits, qualifications and
20 approvals of whatever nature that are legally required to practice its profession.
21 CONTRACTOR further represents that it shall keep all such licenses and approvals in effect
22 during the Term of this Contract.

23 2. PERIOD OF PERFORMANCE. The term of this Contract shall commence on
24 the Effective Date (defined below) and continue in effect until **June 30, 2016**, unless earlier
25 terminated pursuant to paragraph 13 below ("Term"). The term "Effective Date" as used herein
26 shall mean the date the Parties execute this Contract. If the Parties execute this Contract on
27 more than one date, then the last date this Contract is executed by a party shall be the Effective
28 Date.

1 2.1 Extension. Upon mutual written agreement, the AUTHORITY and
2 CONTRACTOR shall have the option to extend this Contract for **four (4) additional**
3 **consecutive one (1) year periods**. The exercise of each extension must be first approved in
4 writing by the Authority and memorialized in a written amendment to this Contract executed by
5 the Parties hereto. The cumulative period of performance under this Contract (including the
6 initial Term) shall not exceed a total of **five (5) years with a completion/termination date of**
7 **June 30, 2020**. All applicable indemnification provisions in this Contract shall survive the
8 termination of this Contract.

9 3. COMPENSATION/PAYMENT.

10 3.1 The AUTHORITY will compensate CONTRACTOR for all services
11 rendered, products provided and costs and expenses incurred for the Landscape Maintenance
12 Service as provided pursuant to this Contract. All employee wages paid pursuant to and/or in
13 connection with this Contract are subject to U.S. Department of Labor Service Contract Act
14 Wage Determination No.: 2005-2053, Revision No. 18, 12/22/2014.

15 3.2 The maximum total amount of compensation paid to the CONTRACTOR
16 by the AUTHORITY pursuant to this Contract during the initial Term shall not exceed the sum
17 of **Ninety Four Thousand Nine Hundred and Eight Dollars (\$94,908.00)**, including any
18 expenses. In the event the Parties extend the Term pursuant to Section 2.1 above, the maximum
19 total amount of compensation paid to the CONTRACTOR by the AUTHORITY pursuant to
20 this Contract during any one year extension period shall not exceed the sum of **Ninety Four**
21 **Thousand Nine Hundred and Eight Dollars (\$94,908.00)**, including any expenses, per year.
22 The total amount of compensation paid by AUTHORITY to CONTRACTOR during the initial
23 Term, plus any AUTHORITY approved extensions, for the Landscape Maintenance Service,
24 shall not exceed the sum of Four Hundred Seventy Four Thousand Five Hundred and Forty
25 Dollars (\$474,540.00), including all expenses. The AUTHORITY is not responsible for any fees
26 or costs above or beyond the contracted amount and shall have no obligation to purchase any
27 specified amount of services or products, unless agreed to by the AUTHORITY in writing.
28

1 3.3 CONTRACTOR shall invoice the AUTHORITY once services rendered
2 in accordance with Exhibits "A" and "E" attached hereto. AUTHORITY shall pay the invoice
3 within thirty (30) working days from the date of receipt of the invoice. AUTHORITY shall not
4 be liable for any interest or late charges in the performance of this Contract.

5 3.4 The AUTHORITY's obligation for payment of this Contract beyond the
6 current fiscal year end is contingent upon and limited by the availability of AUTHORITY
7 funding from which payment can be made. No legal liability on the part of the AUTHORITY
8 shall arise for payment beyond June 30 of each calendar year unless funds are made available
9 for such payment. In the event that such funds are not forthcoming for any reason,
10 AUTHORITY shall immediately notify CONTRACTOR in writing, and this Contract shall be
11 deemed terminated and have no further force and effect.

12 3.5 In the event that State of California mandated water restrictions cause turf
13 and lawn areas of any of the fourteen (14) sites listed in Exhibit "F" to become suppressed or
14 reduced from their original size, either through dormancy, die-off or by removal for drought
15 tolerant plantings, CONTRACTOR acknowledges and agrees that AUTHORITY shall have the
16 right, but not the obligation, to renegotiate with CONTRACTOR for a reduction in fees
17 commensurate with the actual reduction in work, for the duration of time that water restrictions
18 are in effect.

19 4. ADDITIONAL SERVICES. The CONTRACTOR shall not perform any
20 additional services or incur additional expenses, outside of this Contract, without first receiving
21 the express written consent to proceed from the AUTHORITY in the form of an amendment to
22 this Contract.

23 5. AMENDMENTS TO WORK PROGRAM. The Deputy Executive Director of
24 AUTHORITY is authorized, in his/her sole and absolute discretion, to approve and execute
25 changes to the Contract to the extent such changes do not cause the total Contract amount to
26 exceed \$75,000. The Parties acknowledge and agree that the current total Contract amount
27 already exceeds \$75,000. Such changes shall be mutually agreed upon by and between the
28 Deputy Executive Director and CONTRACTOR and shall be incorporated in written

1 amendments to this Contract.

2 6. INSPECTION OF SERVICES. All performances under this Contract shall be
3 subject to inspection by the AUTHORITY. CONTRACTOR shall provide adequate
4 cooperation to AUTHORITY representative to permit him/her to determine CONTRACTOR's
5 conformity with the terms of this Contract. If any services performed or products provided by
6 CONTRACTOR are not in conformance with the terms of this Contract or IFB No. 2015-004,
7 the AUTHORITY shall have the right to require CONTRACTOR to perform the services or
8 provide the products in conformance with the terms of this Contract and/or IFB No. 2015-004
9 at no additional cost to the AUTHORITY. When the services to be performed or the products
10 to be provided are of such nature that the difference cannot be corrected, the AUTHORITY
11 shall have the right to: (1) require CONTRACTOR immediately to take all necessary steps to
12 ensure future performance in conformity with the terms of this Contract; and/or (2) if
13 applicable, reduce the Contract price to reflect the reduced value of the services performed or
14 products provided. The AUTHORITY may also terminate this Contract for default and charge
15 to CONTRACTOR any costs incurred by the AUTHORITY because of CONTRACTOR's
16 failure to perform.

17 CONTRACTOR shall establish adequate procedures for self-monitoring to ensure
18 proper performance under this Contract; and shall permit an AUTHORITY representative to
19 monitor, assess or evaluate CONTRACTOR's performance under this Contract at any time
20 upon reasonable notice to CONTRACTOR.

21 7. INDEPENDENT CONTRACTOR. CONTRACTOR is, for purposes relating to
22 this Contract, an independent contractor and shall not be deemed an employee of the
23 AUTHORITY. It is expressly understood and agreed that CONTRACTOR (including its
24 employees, agents and subcontractors) shall in no event be entitled to any benefits to which
25 AUTHORITY employees are entitled, including but not limited to overtime, any retirement
26 benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall
27 be no employer-employee relationship between the Parties; and CONTRACTOR shall hold
28 AUTHORITY harmless from any and all claims that may be made against AUTHORITY based

1 upon any contention by a third party that an employer-employee relationship exists by reason of
2 this Contract. It is further understood and agreed by the Parties that CONTRACTOR in the
3 performance of this Contract is subject to the control or direction of AUTHORITY merely as to
4 the results to be accomplished and not as to the means and methods for accomplishing the
5 results.

6 8. SUBCONTRACT FOR WORK OR SERVICES. No contract shall be made by
7 CONTRACTOR with any other party for furnishing any of the work or services under this
8 Contract without the prior written approval of the AUTHORITY; but this provision shall not
9 require the approval of contracts of employment between CONTRACTOR and personnel
10 assigned under this Contract, or for Parties named in IFB No. 2015-004 and agreed to under this
11 Contract.

12 9. SERVICE-CONTRACT ACT. For all service contracts in excess of \$2,500,
13 whose principal purpose of which is to furnish services through the use of "service employees",
14 both Parties hereby agree to comply with the Service Contract Act, as amended (41 U.S.C.
15 6701, et seq.), the applicable provisions of the Fair Labor Standards Act of 1938, as amended
16 (29 U.S.C. 201, et seq.), and related Secretary of Labor regulations and instructions (29 CFR
17 Parts 4, 6, 8, and 1925).

18 10. INDEMNIFICATION. CONTRACTOR shall indemnify and hold harmless the
19 AUTHORITY, County of Riverside, their respective Agencies, Districts, Special Districts and
20 Departments, and their respective directors, officers, Board of Supervisors, Board of
21 Commissioners, elected and appointed officials, employees, agents and representatives
22 (individually and collectively hereinafter referred to as Indemnitees) from any liability
23 whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees,
24 subcontractors, agents or representatives arising out of or in any way relating to this Contract,
25 including but not limited to property damage, bodily injury, or death, or any other element of
26 any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers,
27 employees, subcontractors, agents or representatives from this Contract. CONTRACTOR shall
28 defend at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of

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

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

9 CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has
10 provided AUTHORITY the appropriate form of dismissal relieving AUTHORITY from any
11 liability for the action or claim involved.

12 The specified insurance limits required in this Contract shall in no way limit or
13 circumscribe CONTRACTOR's obligations to indemnify and hold harmless the Indemnitees
14 herein from third party claims.

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

19 11. INSURANCE. Without limiting or diminishing the CONTRACTOR's obligation
20 to indemnify or hold the AUTHORITY and the Indemnitees harmless, CONTRACTOR shall
21 procure and maintain or cause to be maintained, at its sole cost and expense, the following
22 insurance coverages during the term of this Contract. As respects to the insurance section only,
23 the AUTHORITY herein refers to the Housing Authority of the County of Riverside, the
24 County of Riverside, their respective Agencies, Districts, Special Districts, and Departments,
25 their respective directors, officers, Board of Supervisors, Board of Commissioners, employees,
26 elected or appointed officials, agents or representatives as Additional Insureds.

27 11.1 Workers' Compensation. If the CONTRACTOR has employees as
28 defined by the State of California, the CONTRACTOR shall maintain statutory Workers'

1 Compensation Insurance (Coverage A) as prescribed by the laws of the State of California.
2 Policy shall include Employers' Liability (Coverage B) including Occupational Disease with
3 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive
4 subrogation in favor of the AUTHORITY.

5 11.2 Commercial General Liability. Commercial General Liability insurance
6 coverage, including but not limited to, premises liability, unmodified contractual liability,
7 products and completed operations liability, personal and advertising injury, employment
8 practices liability, and cross liability coverage, covering claims which may arise from or out of
9 CONTRACTOR's performance of its obligations hereunder. Policy shall name the
10 AUTHORITY, as Additional Insureds. Policy's limit of liability shall not be less than
11 \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate
12 limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence
13 limit.

14 11.3 Vehicle Liability. If vehicles or mobile equipment are used in the
15 performance of the obligations under this Contract, then CONTRACTOR shall maintain
16 liability insurance for all owned, non-owned or hired vehicles so used in an amount not less
17 than \$1,000,000 per occurrence combined single limit. If such insurance contains a general
18 aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the
19 occurrence limit. Policy shall name the AUTHORITY, as Additional Insureds.

20 11.4 Professional Liability. CONTRACTOR shall maintain Professional
21 Liability Insurance providing coverage for the CONTRACTOR's performance of work included
22 within this Contract, with a limit of liability of not less than \$1,000,000 per occurrence and
23 \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written
24 on a claims made basis rather than an occurrence basis, such insurance shall continue through
25 the term of this Contract and CONTRACTOR shall purchase at his sole expense either 1) an
26 Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage
27 from new insurer with a retroactive date back to the date of, or prior to, the inception of this
28 Contract; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has

1 Maintained continuous coverage with the same or original insurer. Coverage provided under
2 items; 1), 2), or 3) will continue as long as the law allows.

3 11.5 General Insurance Provisions - All lines.

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

10 b. The CONTRACTOR must declare its insurance self-insured retention for
11 each coverage required herein. If any such self-insured retention exceeds
12 \$2,500,000 per occurrence each such retention shall have the prior written
13 consent of the County Risk Manager before the commencement of operations
14 under this Contract. Upon notification of self-insured retention unacceptable
15 to the AUTHORITY, and at the election of the County's Risk Manager,
16 CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-
17 insured retention as respects this Contract with the AUTHORITY, or 2)
18 procure a bond which guarantees payment of losses and related
19 investigations, claims administration, and defense costs and expenses.

20 c. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to
21 furnish the AUTHORITY with either 1) a properly executed original
22 Certificate(s) of Insurance and certified original copies of Endorsements
23 effecting coverage as required herein, and 2) if requested to do so orally or in
24 writing by the County Risk Manager, provide original Certified copies of
25 policies including all Endorsements and all attachments thereto, showing
26 such insurance is in full force and effect. Further, said Certificate(s) and
27 policies of insurance shall contain the covenant of the insurance carrier(s)
28 that thirty (30) calendar days written notice shall be given to the

1 AUTHORITY prior to any material modification, cancellation, expiration or
2 reduction in coverage of such insurance. In the event of a material
3 modification, cancellation, expiration, or reduction in coverage, this Contract
4 shall terminate forthwith, unless the AUTHORITY receives, prior to such
5 effective date, another properly executed original Certificate of Insurance and
6 original copies of endorsements or certified original policies, including all
7 endorsements and attachments thereto evidencing coverage's set forth herein
8 and the insurance required herein is in full force and effect. **CONTRACTOR**
9 ***shall not commence operations until the AUTHORITY has been furnished***
10 ***original Certificate(s) of Insurance and certified original copies of***
11 ***endorsements and if requested, certified original policies of insurance***
12 ***including all endorsements and any and all other attachments as required***
13 ***in this Section, showing that such insurance is in full force and effect. An***
14 ***individual authorized by the insurance carrier to do so on its behalf shall***
15 ***sign the original endorsements for each policy and the Certificate of***
16 ***Insurance.***

17 d. It is understood and agreed to by the Parties hereto that the
18 CONTRACTOR's insurance shall be construed as primary insurance, and the
19 AUTHORITY's insurance and/or deductibles and/or self-insured retention's
20 or self-insured programs shall not be construed as contributory.

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

1 f. CONTRACTOR shall pass down the insurance obligations contained herein
2 to all tiers of subcontractors working under this Contract.

3 g. The insurance requirements contained in this Contract may be met with a
4 program(s) of self-insurance acceptable to the AUTHORITY.

5 h. CONTRACTOR agrees to notify AUTHORITY of any claim by a third party
6 or any incident or event that may give rise to a claim arising from the
7 performance of this Contract.

8 12. GENERAL.

9 12.1 CONTRACTOR shall not provide any services or products subject to any
10 chattel mortgage or under a conditional sales contract or other agreement by which an interest is
11 retained by a third party. The CONTRACTOR warrants that it has good title to all materials or
12 products used by CONTRACTOR or provided to AUTHORITY pursuant to this Contract, free
13 from all liens, claims or encumbrances.

14 12.2 AUTHORITY will use best efforts to cooperate with CONTRACTOR
15 and, at the written request of CONTRACTOR, provide CONTRACTOR access to non-
16 privileged and/or non-confidential data necessary for the CONTRACTOR to carry out
17 CONTRACTOR's responsibilities under this Contract.

18 12.3 CONTRACTOR shall comply with all applicable Federal, State and local
19 laws and regulations, including, but not limited to laws regarding proper use and application of
20 any herbicide, pesticide or other agent in connection with performance of the services set forth
21 in this Contract. CONTRACTOR will comply with all applicable AUTHORITY policies and
22 procedures. In the event that there is a conflict between the various laws or regulations that may
23 apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

24 12.4 CONTRACTOR shall comply with all air pollution control, water
25 pollution, safety and health ordinances, statutes or regulations which apply to performance
26 under this Contract.

27 12.5 CONTRACTOR shall be liable for any damage caused by
28 CONTRACTOR to any AUTHORITY properties, including but not limited to, irrigation and

1 sprinkler systems, buildings, trees, walls and fences by during CONTRACTOR's performance
2 of the services or authorized extra work, and such damage shall be repaired at the
3 CONTRACTOR's sole expense. In addition, plant material which dies through the fault or
4 neglect of the CONTRACTOR or due to preventable circumstances, shall be replaced with a
5 specimen of the same species and of equal or similar size as the plant lost, at no cost to the
6 AUTHORITY. These repairs or replacements must be coordinated with the AUTHORITY.

7 12.6 CONTRACTOR shall at all times during the Term of this Contract ensure
8 the safe placement of equipment in all public housing site locations so as to prevent damage to
9 property's landscape areas and injury to persons. Equipment shall not be left unattended in turf
10 areas.

11 13. TERMINATION.

12 13.1 AUTHORITY may terminate this Contract without cause upon thirty (30)
13 days written notice served upon the CONTRACTOR stating the extent and effective date of
14 termination.

15 13.2 AUTHORITY may, upon five (5) days written notice, terminate this
16 Contract for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the
17 terms of this Contract or fails to make progress so as to endanger performance and does not
18 immediately cure such failure. In the event of such termination, the AUTHORITY may proceed
19 with the work in any manner deemed proper by AUTHORITY.

20 13.3 After receipt of the notice of termination, CONTRACTOR shall:

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

23 (b) Transfer to AUTHORITY and deliver in the manner as directed by
24 AUTHORITY any data, estimates, graphs, summary reports, or other
25 related materials and or records, as may have been prepared or
26 accumulated by CONTRACTOR in performance of services, whether
27 completed or in progress or which, if the Contract had been completed or
28 continued, would have been required to be furnished to AUTHORITY.

1 13.4 After termination, AUTHORITY shall make payment only for
2 CONTRACTOR'S performance, which has been completed and accepted by AUTHORITY, up
3 to the date of termination in accordance with this Contract.

4 13.5 CONTRACTOR's rights under this Contract shall terminate (except for
5 fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of
6 this Contract by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or
7 inability for any reason whatsoever to perform the terms of this Contract. In such event,
8 CONTRACTOR shall not be entitled to any further compensation under this Contract.

9 13.6 If the termination is due to a default by CONTRACTOR the
10 AUTHORITY may take over the work and prosecute the same to completion by contract or
11 otherwise. CONTRACTOR shall be liable to the AUTHORITY for any reasonable additional
12 costs incurred by the AUTHORITY to revise work for which the AUTHORITY has
13 compensated CONTRACTOR under this Contract, but which the AUTHORITY has determined
14 in its sole discretion needs to be revised in part or whole to complete the services required under
15 this Contract. Following discontinuance of services, the AUTHORITY may arrange for a
16 meeting with CONTRACTOR to determine what steps, if any, CONTRACTOR can take to
17 adequately fulfill its requirements under this Contract. In its sole and absolute discretion,
18 AUTHORITY's representative may propose an adjustment to the terms and conditions of the
19 Contract, including the Contract price. Such contract adjustments, if accepted in writing by the
20 Parties, shall become binding on CONTRACTOR and shall be performed as part of this
21 Contract. In the event of termination due to a default by CONTRACTOR, unless otherwise
22 agreed to in writing by the parties, this Contract shall terminate immediately upon
23 CONTRACTOR's receipt of the notice of termination. Termination of this Contract for cause
24 may be considered by the AUTHORITY in determining whether to enter into future contracts
25 with CONTRACTOR.

26 13.7 The rights and remedies of the AUTHORITY provided in this Section are
27 in addition to any other rights and remedies provided by law or under this Contract.

28 14. FORCE MAJEURE. If either Party is unable to comply with any provision of

1 this Contract due to causes beyond its reasonable control, and which could not have been
2 reasonably anticipated, such as Acts of God, acts of war, civil disorders, or other similar acts,
3 such Party shall not be held liable for such failure to comply, provided the other Party receives
4 written notice of such force majeure event no later than fourteen (14) calendar days after
5 commencement of such force majeure event.

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

22 16. CONFLICT OF INTEREST. CONTRACTOR covenants that it presently has
23 no interest, including, but not limited to, other projects or contracts, and shall not acquire any
24 such interest, direct or indirect, which would conflict in any manner or degree with
25 CONTRACTOR’s performance under this Contract. CONTRACTOR further covenants that no
26 person or subcontractor having any such interest shall be employed or retained by
27 CONTRACTOR under this Contract. CONTRACTOR agrees to inform the AUTHORITY of
28 all CONTRACTOR’s interests, if any, which are or may be perceived as incompatible with the

1 AUTHORITY's interests.

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

6 CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and
7 entertainment directly or indirectly to AUTHORITY employees.

8 17. ADMINISTRATION. The AUTHORITY Executive Director (or designee) shall
9 administer this Contract on behalf of AUTHORITY.

10 18. ASSIGNMENT. This Contract shall not be delegated or assigned by
11 CONTRACTOR, either in whole or in part, without prior written consent of AUTHORITY.
12 Any assignment or purported assignment of this Contract by CONTRACTOR without the prior
13 written consent of AUTHORITY will be deemed void and of no force or effect.

14 19. NONDISCRIMINATION. CONTRACTOR shall not be discriminate in the
15 provision of services, allocation of benefits, accommodation in facilities, or employment of
16 personnel on the basis of ethnic group identification, race, religious creed, color, national origin,
17 ancestry, physical handicap, medical condition, sexual orientation, marital status or sex in the
18 performance of this Contract; and, to the extent they shall be found to be applicable hereto, shall
19 comply with the provisions of the California Fair Employment Practices Act (commencing with
20 Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the
21 Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws
22 or regulations.

23 20. ALTERATION. No alteration or variation of the terms of this Contract shall be
24 valid unless made in writing and signed by the Parties hereto, and no oral understanding or
25 agreement not incorporated herein shall be binding on any of the Parties hereto.

26 21. ELIGIBILITY. Services and benefits shall be provided by CONTRACTOR to
27 individuals without reference to their religion, color, sex, national origin, age or physical or
28 mental handicap.

1 22. LICENSE AND CERTIFICATION. CONTRACTOR verifies upon execution of
2 this Contract, possession of a current and valid license in compliance with any local, State, and
3 Federal laws and regulations relative to the scope of services to be performed under Exhibit A
4 and IFB No. 2015-004 and that services(s) will be performed by properly trained and licensed
5 staff.

6 23. CONFIDENTIALITY. CONTRACTOR shall observe all Federal, State and
7 AUTHORITY's regulations concerning confidentiality of records. The CONTRACTOR shall
8 not use for personal gain or make other improper use of privileged or confidential information
9 which is acquired in connection with this Contract. The term "privileged or confidential
10 information" includes but is not limited to: unpublished or sensitive technological or scientific
11 information; medical, personnel, or security records; anticipated material requirements or
12 pricing/purchasing actions; AUTHORITY information or data which is not subject to public
13 disclosure; AUTHORITY operational procedures; and knowledge of selection of contractors,
14 subcontractors or suppliers in advance of official announcement.

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

26 24. WORK PRODUCT. All reports, preliminary findings, or data assembled or
27 compiled by CONTRACTOR under this Contract become the property of the AUTHORITY.
28 The AUTHORITY reserves the right to authorize others to use or reproduce such materials.

1 Therefore, such materials shall not be circulated in whole or in part, nor released to the public,
2 without the direct written authorization of the AUTHORITY Executive Director or an
3 authorized designee.

4 25. RECORDS AND DOCUMENTS. CONTRACTOR shall make available, upon
5 written request by any duly authorized Federal, State or local agency, a copy of this Contract
6 and such books, documents and records as are necessary to certify the nature and extent of
7 CONTRACTOR's costs related to this Contract. All such books, documents and records shall
8 be maintained by CONTRACTOR for at least five years following termination of this Contract
9 and be available for audit by the AUTHORITY. CONTRACTOR shall provide to the
10 AUTHORITY reports and information related to this Contract as requested by the
11 AUTHORITY.

12 26. NONCONFORMING PAYMENTS. In the event CONTRACTOR receives
13 payment under this Contract which is later disallowed by the AUTHORITY for
14 nonconformance with the terms of the Contract, CONTRACTOR shall promptly refund the
15 disallowed amount to the AUTHORITY on request; or at its option the AUTHORITY may
16 offset the amount disallowed from any payment due to CONTRACTOR.

17 27. NO PARTIAL DELIVERY OF SERVICES. CONTRACTOR shall not provide
18 partial delivery or shipment of services or products unless specifically stated in the Contract.

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

22 29. JURISDICTION AND VENUE. This Contract shall be governed by the laws of
23 the State of California. Any legal action related to the performance or interpretation of this
24 Contract shall be filed only in the Superior Court of the State of California located in Riverside,
25 California, and the Parties waive any provision of law providing for a change of venue to
26 another location.

27 30. MEDIATION. CONTRACTOR and AUTHORITY agree that in the event of
28 any controversy or dispute between AUTHORITY and CONTRACTOR arising out of this

1 Contract, regardless of the nature of the claim or dispute, whether in tort, contract, or otherwise,
2 which are not adequately addressed by the AUTHORITY's informal and formal dispute
3 resolution process, if applicable, shall be submitted to mediation. The Parties shall jointly select
4 a mediator acceptable to CONTRACTOR and AUTHORITY. The mediation shall take place in
5 the County of Riverside. Each Party shall be responsible for its own legal fees and other
6 expenses incident to the preparation for mediation. If the dispute cannot be resolved by
7 mediation, neither AUTHORITY nor CONTRACTOR will waive their rights to bring the
8 appropriate legal action in a court of competent jurisdiction within the County of Riverside.

9 31. WAIVER. Any waiver by AUTHORITY of any breach of any one or more of
10 the terms of this Contract shall not be construed to be a waiver of any subsequent or other
11 breach of the same or of any other term thereof. Failure on the part of the AUTHORITY to
12 require exact, full and complete compliance with any terms of this Contract shall not be
13 construed as in any manner changing the terms hereof, or estopping AUTHORITY from
14 enforcement hereof.

15 32. SURVIVABILITY OF TERMS. Provisions of this Contract that are not fully
16 performed or are not capable of being fully performed as of the date of termination will survive
17 termination of this Contract.

18 33. EXHIBITS. The following exhibits are attached hereto and incorporated herein
19 by this reference:

- 20 i. Exhibit A - Scope of Services;
- 21 ii. Exhibit B - IFB No. 2015-004;
- 22 iii. Exhibit C - Form HUD-5370-C (01/2014), General Conditions for Non-
23 Construction Contracts;
- 24 iv. Exhibit D - U.S. Department of Labor Service Contract Act Wage Determination
25 No.: 2005-2053, Revision No. 18, 12/22/2014;
- 26 v. Exhibit E - CONTRACTOR's Form of Proposal, submitted to the AUTHORITY
27 on May 15, 2015 in connection with IFB No. 2015-004; and
- 28 vi. Exhibit F - Landscape Maintenance Site Locations.

1 34. NOTICES. Any notice or other communication required or permitted under this
2 Contract shall be sufficiently given if delivered in person or sent by one of the following
3 methods, (1) registered U.S. mail, return receipt requested (postage prepaid); (2) certified U.S.
4 mail, return receipt requested (postage prepaid); or (3) commercially recognized overnight
5 service with tracking capabilities. Notices or communications shall be deemed properly delivered
6 to the respective Parties at the addresses set forth below, or such other addresses provided by the
7 Parties in writing, and are deemed submitted as of the date personally delivered or two days after
8 their deposit in the Unites States mail postage prepaid, or via overnight service:

9 Heidi Marshall
10 Deputy Executive Director
11 Housing Authority County of Riverside
 5555 Arlington Avenue
12 Riverside, California 92504

 Matthew Stowe
 President
 OctoGreen, Inc.
 3347 Chicago Avenue
 Riverside, California 92507

13 35. MISCELLANEOUS. As used in this Contract, the term CONTRACTOR also
14 includes CONTRACTOR’s owners, officers, employees, representatives and agents.

15 36. SEVERABILITY. If any provision in this Contract is held by a court of
16 competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will
17 nevertheless continue in full force without being impaired or invalidated in any way.

18 37. ENTIRE CONTRACT. This Contract, including any attachments or exhibits,
19 constitutes the entire Contract of the Parties with respect to its subject matter and supersedes all
20 prior and contemporaneous representations, proposals, discussions and communications,
21 whether oral or in writing. In the event of any conflict between this Contract and any other
22 written agreement or acknowledgement, the terms of this Contract shall prevail. This Contract
23 may be changed or modified only by a written amendment signed by authorized representatives
24 of both Parties.

25
26 **(Remainder of Page Intentionally Blank)**

27
28 **(Signatures on next page)**

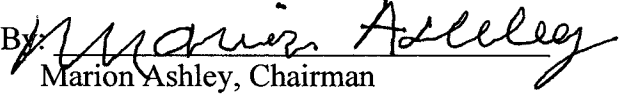
1 **IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized representatives
2 to execute this Contract as of the dates set forth below.

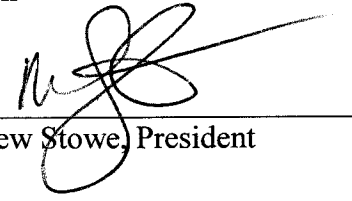
3 "AUTHORITY"

"CONTRACTOR"

4 **HOUSING AUTHORITY OF THE**
5 **COUNTY OF RIVERSIDE**, a public
6 entity, corporate and politic

OCTOGREEN, Inc. a California
corporation

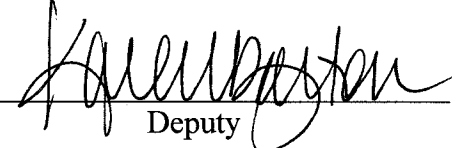
7 By: 
8 Marion Ashley, Chairman
Board of Commissioners

By: 
Matthew Stowe, President


9
10 Date: SEP 15 2015

Date: 8-25-15

11
12
13 **ATTEST**
14 Kecia Harper-Ihem
Clerk of the Board

15
16 
17 Deputy

18
19 **APPROVED AS TO FORM:**
20 Gregory P. Priamos, County Counsel

21
22 By: 
23 Jhaila R. Brown, Deputy County Counsel

24 ///
25 ///
26 ///
27 ///
28 ///

1 **EXHIBIT "A"**

2 **SCOPE OF SERVICES**

3
4 OctoGreen, Inc., a California corporation ("Contractor") shall provide the following services to
5 the Housing Authority of the County of Riverside ("Authority" or "HACR") as required in the
6 Contract for Landscape Maintenance Services ("Contract"):

- 7
- 8 1. All services set forth in IFB No. 2015-004 for Landscape Maintenance Services For
9 Fourteen (14) Public Housing Sites In Western Riverside County.
 - 10
11 2. All services set forth in Contractor's proposal submitted to the Authority on May 15, 2015
12 in connection with IFB No. 2015-004.
 - 13
14 3. **Emergency Numbers:** The Contractor shall provide at all times throughout the term of
15 the Contract, including any extensions, emergency telephone numbers which can be called
16 for emergency conditions at any time the Contractor's representatives are not immediately
17 available at the job site. An alternative number shall be provided in case no answer is
18 received at the first number. The emergency number shall be used to contact a responsible
19 representative of the Contractor who can take the necessary action required to alleviate an
20 emergency condition which threatens to cause damage to any HACR property.
 - 21
22 4. **Extra Work:** Contractor shall furnish the HACR with a **firm quote** for any extra work
23 which the Contractor determines may be needed or desired during the contract period.
24 Extra work or additional work includes, but is not limited to, reseeding, planting of major
25 areas and all materials associated with the extra work such as mulch, flowers, plants, seed,
26 fertilizer, etc. Commencement of any extra work shall only occur after receipt by the
27 Contractor of written approval and authorization for such work from the HACR or the
28 HACR's designee.

- 1 5. **Mowing: All trash, papers, limbs and loose debris are to be removed and discarded**
2 **prior to mowing and trimming.** Lawn areas shall be mowed by the Contractor once each
3 week to a height appropriate for the season (no longer than 2” in height). It shall be the
4 Contractor's responsibility to move portable objects that would obstruct his mowing
5 operation. Lawn areas shall be left neat and clean after mowing. Any lawn/turf areas that
6 cannot be reached with the lawnmower are to be trimmed. All turf areas inaccessible to
7 mowing equipment will be trimmed prior to mowing as needed to maintain a neat, well-
8 groomed appearance.
9
- 10 6. **Mowing Equipment:** Lawns shall be mowed with power propelled rotary or reel type
11 mowers. Mowing equipment shall be capable of performing a neat mowing or trimming of
12 grass to project a rich, well-manicured appearance. All mowers will be equipped with
13 grass catching devices and shall be maintained in good working condition.
14
- 15 7. **Mowing Procedure:** Mowing shall be done neatly and completely up to the edge of paved
16 areas and around all obstructions such as manholes, sprinkler valves, fire hydrants, poles,
17 posts, trees, shrubbery, perimeter of all buildings, structures, flower beds and fences.
18 Sprinkler heads to be cleared of grass by use of weed eater, ensuring that water spray from
19 sprinkler head is not obstructed by grass. Care shall be taken to prevent damage to turf
20 when grounds are wet. Any damage to lawn areas when grounds are wet caused by
21 Contractor shall be repaired at Contractor's expense. Paved areas shall be hand swept,
22 vacuumed, or blown to remove grass clippings within the same day the mowing is
23 performed.
24
- 25 8. **Edging:** Shall mean cutting all grass and/or weeds to lawn heights, along walls or
26 buildings and paved areas, edges of foundations and slabs, stairways or steps, fences,
27 shrub plantings, trees, posts and poles on a weekly basis. Edges along paved areas shall be
28 trimmed to prevent grass, ice plant or weeds from encroaching upon the paved areas.

1 9. **Fertilizing / Seeding:** Fertilizer shall be applied on a quarterly basis or as needed to
2 assure the proper maintenance of the turf areas. Fertilizer shall be watered in after each
3 application either manually or by the next irrigation cycle to be coordinated with the
4 resident manager of the complex. Fertilizers applied to turf will be removed from
5 sidewalks and parking areas to prevent staining. Scalping of winter rye – lawn scalping
6 and re-seeding shall be performed annually before the end of October. Rye grass seed will
7 be provided by the HACR. Due to possible future State water restrictions, this schedule
8 may be changed by the HACR or HACR’s designee.

9
10 10. **Aeration:** Aeration of lawn/turf areas may be done at the direction of the HACR. The
11 aerator must not be allowed to operate on any sidewalks, driveways, or parking lots. All
12 coring must be removed from all walkways, driveways and parking lots.

13
14 11. **Ground Cover:** Ground covers shall be inspected weekly. Maintenance shall include
15 removal of all debris, including leaves, branches, paper, and dead woody plant material.
16 Ground cover shall be fertilized four (4) times per year with a commercial fertilizer, or as
17 necessary to maintain an appearance of dense, lush plant growth. All ground covers shall
18 be pruned or trimmed neatly away from shrubs, trees, walks and parking curbs weekly.

19
20 12. **Weed / Fungus / Pest Control:** Weeds shall be removed regularly but no less than once a
21 month. The weeds shall not be allowed to become established. Weeds are to be removed
22 completely, chemically or manually. Weed, fungus and pest (including snails) control of
23 ground covers on slopes and flat areas within the project boundary shall be provided to all
24 such planted areas by the application of granular and/or liquid material and/or cultivation
25 as required and necessary to maintain effective control. Insecticide shall be applied as
26 often as necessary to prevent any serious damage from occurring. Widespread pest
27 problems requiring power sprayers will be contracted to licensed pest control operators by
28 the HACR only. **NOTE: Care should be taken in the use of herbicides at all public**

1 **housing sites due to the presence of children, the elderly and anyone else who might**
2 **come in contact with the chemicals.**

3
4 **13. Shrub / Flower Bed / Foundation Planting Care:** Removal of spent flowers spikes,
5 removal of all leaves and debris from plant areas shall be done weekly. Weeds are to be
6 removed from beds chemically or manually. All weeds and debris are to be removed from
7 premises. No debris shall be placed in the dumpsters on the premises at any time. Pruning
8 shall be performed as a continuous operation. Plants will not be allowed to develop stray,
9 undesirable growth. Perennials and vines shall be fertilized twice annually. All fertilizers
10 are to be applied evenly with a thorough watering to follow during the next irrigation
11 cycle. Shrubs located in lawns and ground cover areas will not require additional fertilizer
12 except as noted. Due to possible future State water restrictions, this schedule may be
13 changed by the HACR or HACR's designee.

14
15 **14. Trees:** Contractor is to maintain trees of various types, whether specifically mentioned or
16 not, using the following methods:

17 a) Tree staking and guying: Stakes and guys to be removed as soon as they are no longer
18 needed. Stakes and guys are to be inspected frequently to prevent rubbing that causes
19 bark wounds. All trees shall be re-staked, realigned tied or retied and guyed or re-
20 guyed as necessary to aid and promote proper growth. Cinch ties or VIT braces shall
21 be used to insure there is no bruising of trees.

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

24 c) Pruning: Regular pruning is required for the removal of dead wood, low branches,
25 misshapen or misdirected branches, branches growing against buildings and broken
26 branches. Trees should be trimmed away from sides and roof areas of buildings by at
27 least 18 inches. All cuts shall be made neatly. Pruning for general clean-up of trees is
28 recommended at least twice per year. Pruning is limited to the lower 12 feet of trees or

1 as far as a man can reach with a pole saw. If topping of trees is needed, Contractor will
2 submit a separate bid for such to the HACR.
3

4 **15. Irrigation System (HACR Only):** The Contractor is required to employ the necessary
5 qualified irrigation technician(s) to maintain and repair all irrigation systems on the HACR
6 main office property, located at 5555 Arlington Avenue, Riverside, CA. The Contractor
7 shall maintain a reasonable inventory of commonly required repair parts on the service
8 vehicle in order to facilitate prompt irrigation system repairs. Irrigation repairs shall be
9 made with the same brand, make, and model of component where the use of a different
10 part will adversely affect the system efficiency (i.e. sprinkler heads and emitters).
11

12 **16. Irrigation System (All Other Sites):** The Contractor shall notify HACR of lawn and/or
13 shrub areas that appear to be lacking proper irrigation or other obvious irrigation problems
14 upon initial observation. The HACR will conduct irrigation repairs as required. Without
15 limiting any Contractor obligations to repair or replace set forth in the Contract,
16 Contractor is responsible for any repairs or replacement of irrigation equipment required
17 as the result of damage sustained during the provision of services.
18

19 **17. Hardscape Areas:** All hardscape areas, defined as driveways, sidewalks, and carports
20 shall be kept clear of debris from the landscape maintenance operation, including but not
21 limited to: erosion, run-off from storms and irrigation or wind-blown debris weekly by
22 brooms, vacuum or blower. Grass and weeds growing in cracks of paved areas shall be
23 removed once each month. Sterilants will be used to inhibit growth, except in areas where
24 such use may endanger existing landscape plant life. Policing of common areas around
25 trash containers to remove all litter shall be done weekly.
26

27 **18. Debris Removal:** Clean-up shall consist of removal of all debris, paper and weeds on a
28 weekly basis from the landscape areas. Also promptly after pruning and trimming of trees

1 and shrubbery as well as weeding, edging and trimming of grass and other ground cover,
2 all cuttings and debris shall be removed from the work site. Immediately after working in
3 the areas of walkways, patios, and driveways they shall be swept clean with brooms,
4 vacuum or blower. This includes trash pick-up, leaves, branches, and other debris from
5 under trees, shrubs, and grass areas throughout the housing site. Contractor to ensure
6 proper dumping of all waste and trash from the site in an approved, legal landfill.
7 Contractor shall provide a cleared site free of all debris, trash, contractor equipment, etc.
8 off-site daily. HACR refuse containers may not be used for disposal of any waste.

9
10 **19. Weed Abatement (HACR Vacant Adjacent Area Only):** Weeds/Grass shall be mowed
11 or trimmed regularly but no less than once a month and all loose trash and debris removed
12 from the vacant lot adjacent to the HACR main office, located at 5555 Arlington Avenue,
13 Riverside, CA.

14
15 **20. Laws Regulating Application of Herbicides, Pesticides, or Turf Agents:** Contractor
16 shall comply with all city (dependent upon the location of the public housing site), County
17 of Riverside, State of California, and applicable Federal laws regarding proper use and
18 application of any herbicide, pesticide or other agent to all site grounds.

19
20 **21. Safety:** Without limiting or diminishing the Contractor's obligations set forth in the
21 Contract, Contractor shall at all times ensure that all work provided complies with all
22 local, State and Federal rules pertaining to workplace safety; meaning the Contractor shall
23 at all times conduct their daily business operations in such a manner as to protect its
24 workers, HACR residents, HACR staff, and the general public from harm. Further, the
25 Contractor shall have full and sole responsibility to correct any such condition found to be
26 unsafe by any authorized entity (including the HACR), and if such unsafe conditions result
27 in injury to any group named within this section, shall have full and sole responsibility to
28

1 compensate such persons, if so ordered by an authorized agency or any court having
2 jurisdiction.

3
4 **22. Damages:** Any damage caused to any HACR properties, including but not limited to,
5 irrigation and sprinkler systems, buildings, trees, walls and fences by the Contractor
6 during maintenance or authorized extra work, shall be repaired at the Contractor's expense.
7 Plant material which dies through the fault or neglect of the Contractor or due to
8 preventable circumstances, shall be replaced with a specimen of the same species and of
9 equal or similar size as the plant lost, at no cost to the HACR. These repairs or
10 replacements must be coordinated with the HACR or HACR's designee.

11
12 **23. Work Not Included:** Contractor will not furnish new trees, shrubs, ground cover, vines or
13 seasonal flowers as a part of this Contract.

14
15 **24. Equipment / Supplies / Materials:** As a part of the contract amount, the Contractor shall
16 supply any and all such items needed to provide the services detailed herein; meaning, the
17 HACR shall not pay any additional fees, including shipping and taxes for such items.

18
19 **25. Equipment Placement / Storage:** Contractor shall at all times ensure the safe placement
20 of equipment in all public housing site locations so as to prevent damage to property's
21 landscape areas and injury to persons. Equipment shall not be left unattended in turf areas.

22
23 **26. Contractor / Staff Hours:** Contractor shall provide complete landscape services to each
24 site a minimum of ONCE per week, whether it takes one or more visits to the site to
25 complete the service, throughout the duration of the Landscape Maintenance Contract.

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EXHIBIT "B"

IFB NO. 2015-004

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EXHIBIT "C"

Form HUD 5370-C Section I and II

General Conditions for Non-Construction Contracts

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General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- (d) proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
- (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

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Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

in the classification under this Contract from the first day on which work is performed in the classification.

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (i) a trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (ii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (i)
- (iii)

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) Withholding for unpaid wages and liquidated damages.

HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

1 **EXHIBIT "D"**

2
3 **U.S. Department of Labor Service Contract Act**

4 **Wage Determination No.: 2005-2053, Revision No.: 18, Date Of Revision: 12/22/2014**

5
6 WD 05-2053 (Rev.-18) was first posted on www.wdol.gov on 12/30/2014

7 REGISTER OF WAGE DETERMINATIONS UNDER
8 THE SERVICE CONTRACT ACT
9 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

10
11 Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2053
Revision No.: 18
Date Of Revision: 12/22/2014

12 Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10
13 for 2015 that applies to all contracts subject to the Service Contract Act
14 for which the solicitation is issued on or after January 1, 2015. If this
15 contract is covered by the EO, the contractor must pay all workers in any
16 classification listed on this wage determination at least \$10.10 (or the
17 applicable wage rate listed on this wage determination, if it is higher) for
18 all hours spent performing on the contract. The EO minimum wage rate will be
19 adjusted annually. Additional information on contractor requirements and
20 worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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EXHIBIT "E"

**CONTRACTOR'S FORM OF PROPOSAL
SUBMITTED IN RESPONSE TO IFB NO. 2015-004**

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**INVITATION FOR BIDS (IFB) NO. 2015-004
LANDSCAPE MAINTENANCE SERVICE FOR 14 SITES IN WESTERN RIVERSIDE COUNTY**

**FORM OF BID form
(Attachment A)**

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" tabbed bid submittal.)

A. **Form of Bid:** Each bidder shall submit his/her bid amount on this form only, which shall be completed, signed and returned to the HACR with the completed tabbed Bid proposal.

Site #	Site Address	BASE BID	Landscape Monthly Bid/Fee Amount \$
1	HACR Main Office incl. adjacent vacant area 5555 Arlington Ave. Riverside, CA		395
2	Broadway Manor Townhomes 16366-16400 Broadway St. Lake Elsinore, CA		678
3	Fairview Lake Townhomes 33051-33091 Fairview St. Lake Elsinore, CA		678
4	Idyllwild Place 475-479 Idyllwild Dr. San Jacinto, CA		395
5	Dracaea Townhomes 24340-24366 Dracaea Ave. Moreno Valley, CA		450
6	Fort Drive Apartments 3974-3998 Fort Dr. Rubidoux, CA		678
7	Midway Capri Apartments 102-142 Midway St. Perris, CA		845
8	Gloria Crossing Apartments 25011-25128 Gloria St. & 13816, 13836 Perris Blvd. Moreno Valley, CA		1356
9	Sherman Apartments 22211-22215, 22239-22245 Sherman Ave. Moreno Valley, CA		113
10	Banning Townhomes 975 E. Williams St. Banning, CA		395
11	Beaumont Grove 717-837 E 5th St & 478, 486 Maple Ave. Beaumont, CA		678
12	Rubidoux Village Townhomes 5577-5597 34th St. Riverside, CA		670
13	El Dorado Garden Apartments 4675 Jackson St. Riverside, CA		496
14	Highland Avenue Apartments 372 Highland Ave. Riverside, CA		80
TOTAL MONTHLY BASE BID/FEE AMOUNT			\$ 7909

B. **Base Bid Amount:** The Form of Bid shall be completed and submitted by the bidder. The undersigned, having familiarized themselves with all local conditions affecting the cost of the work (including: this Invitation for Bid, Form of Bid, Form of Bid Bond, Form of Performance Bond, Payment Bond (Labor and Materials Payment Bond), all

**INVITATION FOR BIDS (IFB) NO. 2015-004
LANDSCAPE MAINTENANCE SERVICE FOR 14 SITES IN WESTERN RIVERSIDE COUNTY**

General Conditions, Scope of Work/Technical Specifications, and Addenda (if any thereto) and all other documents in the bid package, should base their prices accordingly. The bid amount shall be all-inclusive of all related costs that the Contractor will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; labor, licensing; taxes; insurance; materials; supplies; tools; equipment; shipping, permits, long distance telephone calls; document copying; and all other services to provide **Landscape Maintenance Service at 14 Public Housing Sites, Western Riverside County** in strict accordance therewith and for the bid amount specified.

C. Basis for Determining Lowest Bid Amount: The lowest bid shall be the lowest total of the base bid amounts on the base contract.

D. Bid Guarantee: N/A

E. Amendments: (if applicable) This bid includes addenda numbered for each project as follows:

Amendment #1 Date: 4-27-15 Amendment #2 Date: _____ Amendment #3 Date: _____

F. Performance Bond and Payment Bond: N/A

G. Quantities: The undersigned understands that the HACR reserves the right to increase or decrease the amount of any class or portion of the work, or to omit any item of the work as may be deemed necessary or expedient by the HACR. The HACR does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this IFB. The HACR shall retain one contractor only and shall retain the right to order from that contractor (successful bidder), on a task order basis, any amount of services the HACR requires.

H. Non-Collusive: The Bidder declares that he/she is the only person interested in this response and that this bid is made without connection or arrangement with any other person or HACR employee, and that this bid is in every respect fair, in good faith, and without collusion or fraud.

I. Time Limits: N/A

J. Qualifications: The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

1. Have been in business under (present name) Octobergreen Inc. since 3/1/14

2. Have you been awarded any jobs but failed to complete? No Yes (please explain): _____

3. List work completed/ongoing in the last two years: Please not Contractor Melissa
Utterback owned mow it Down from 1993 to 2011 and was awarded these
Projects for the Housing Authority of the County of Riverside (if applicable) Properties during those years

Project Description	Contract Amount:
Job was _____ Davis Bacon or _____ State Prevailing Wage	<u>Worked with Ottonny Line</u>
Contact Person Name, Address Phone & Fax Nos.	<u>Jorge Borega & Erlan Gonzalez in contracting</u>
Owner Name:	Completion Date:
Project Description	Contract Amount:
Job was _____ Davis Bacon or _____ State Prevailing Wage	
Contact Person Name, Address Phone & Fax Nos.	
Owner Name:	Completion Date:

Maintenance for several properties such as the

Other Projects	Contract Amount:
Project Description <u>DMV on Syracuse</u>	<u>48,000</u>
Job was _____ Davis Bacon or _____ State Prevailing Wage or _____ Other <input checked="" type="checkbox"/>	

**INVITATION FOR BIDS (IFB) NO. 2015-004
LANDSCAPE MAINTENANCE SERVICE FOR 14 SITES IN WESTERN RIVERSIDE COUNTY**

Contact Person Name, Address Phone & Fax Nos.	Deanna Magnon Magnon Development 815 MacDougal Ave 92507 951-684-0860	
Owner Name:	Deanna Magnon	Completion Date: Continuing
Project Description	Maintenance	Contract Amount: 27500
Job was	Davis Bacon or State Prevailing Wage or Other	
Contact Person Name, Address Phone & Fax Nos.	Thomas Brown Pacific Grove Hospital 5400 Brockton Ave Riverside CA 92506 951-203-8878	
Owner Name:	Pacific Grove Hospital	Completion Date:

4. **Banking Information:** Bank Name: BBVA Branch Location: 5395 Canyon
Account Name: Octobergreen, Inc Crest Dr. Riverside CA

- K. Excise Tax Exemption:** If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed, and the sale is exempt from such excise tax because it is a sale to a state or local government, then HACR, upon request, will execute documents necessary to show: (1) that HACR is a political subdivision for the purposes of such exemption; and (2) that the sale is for the exclusive use of HACR. No excise tax for such materials shall be included in any price (including, without limitation, the Bid) submitted by Contractor for the Work or for Changes in the Work.
- L. Labor:** The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.
- M. EEO:** The undersigned represents that he has () he has not () participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by U.S. Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that he has () he has not () filed all required compliance reports; and that representations indicating submission of required compliance reports; signed by proposed subcontractors will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause).

COMPLETED BY: (NOTE: The penalty for making false statements in bids/offers is prescribed in 18 U.S.C. 1001.)

Melissa Utterback RME 5-15-15
Signature Title Date

Melissa Utterback melissa@octogreen.net
Print Name Email Address

Octobergreen, Inc. 3347 Chicago Ave. Riverside, CA
Company Name Address (Street, City, State, Zip)

951-300-1157 951-323-6153 92507
Office Number Mobile Number

994803 CA7 7/31/16
CSLB License Number CSLB License Designation Expiration Date

1000021898
D.I.R. Registration Number

EXHIBIT "F"

LANDSCAPE MAINTENANCE SITE LOCATIONS

OctoGreen, Inc., ("Contractor") shall provide all services to the Housing Authority of the County of Riverside ("Authority") as required in the Contract for Landscape Maintenance Service and in IFB No. 2015-004 for Landscape Maintenance Services For Fourteen (14) Public Housing Sites In Western Riverside County at the following listed sites:

SITE NAME	ADDRESS	CITY
1. HACR Main Office	5555 Arlington Ave.	Riverside
2. Broadway Manor Twnhs.	16366-16400 Broadway St.	Lake Elsinore
3. Fairview Lake Twnhs.	33051-33091 Fairview St.	Lake Elsinore
4. Idyllwild Place	475-479 Idyllwild Dr.	San Jacinto
5. Dracaea Twnhs.	24340-24366 Dracaea Ave.	Moreno Valley
6. Fort Drive Apts.	3974-3998 Fort Dr.	Rubidoux
7. Midway Capri Apts.	102-142 Midway St.	Perris
8. Gloria Crossing Apts.	25011-25128 Gloria St. &	Moreno Valley
" " "	13816, 13836 Perris Blvd.	Moreno Valley
9. Sherman Apts.	22211-22215, 22239-22245 Sherman Ave.	Moreno Valley
10. Banning Twnhs.	975 E. Williams St.	Banning
11. Beaumont Grove	717-837 E 5th St. & 478, 486 Maple Ave.	Beaumont
12. Rubidoux Village Twnhs.	5577-5597 34th St.	Riverside
13. El Dorado Apts.	4675 Jackson St.	Riverside
14. Highland Avenue Apts.	372 Highland Ave.	Riverside