

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



ITEM  
3.39  
(ID # 7079)

MEETING DATE:

Tuesday, August 28, 2018

FROM : EDA-FACILITIES MANAGEMENT:

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Approve the Service Agreement with Cal·Dreamscape Landscape Company, Inc. for Landscape Maintenance Services for five years and authorize the Chairman of the Board to Execute, Districts -All, [\$275,000 annually; up to \$127,628 in additional compensation over five years]; Department Budgets 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Agreement with Cal Dreamscape Landscape Company, Inc. for Landscape Maintenance Services for \$275,000 annually for five years, and authorize the Chairman of the Board to execute the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance 459.4, based on the availability of fiscal funding, and as approved by County Counsel to: (a) sign amendments that do not change the substantive terms of the Agreement; and (b) sign amendments to the compensation provision that do not exceed 10% annually.

ACTION: Policy


  
Heidi Marshall, Managing Director 7/17/2018

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: August 28, 2018  
xc: EDA, Purchasing

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$275,000	\$275,000	\$1,375,000	\$275,000
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Department Budgets 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 18/19-22/23	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Economic Development Agency (EDA) Maintenance Services Division (MSD) has been supplementing internal landscaping services with third-party vendor services over the past years to address outlying areas, optimize operating expenses, improve work efficiencies, enhance customer service, and reduce County's costs.

**Impact on Residents and Businesses**

Augmenting internal landscaping services with third-party vendor services promotes business opportunities for local vendors while providing necessary services for the constituents who utilize County-owned facilities. These services not only provide aesthetic and environment value, but they also support the efforts, guidelines and practices under the guise and affiliated with Water Quality Management Plans and State Water Control Resource Board.

**Additional Fiscal Information**

Annual increases will cover new sites that may need to be added for service, labor and material costs which may increase based on the Consumer Price Index, Product Pricing Index and/or labor rate increases by the California Department of Industrial Relations. Increases will only be made if necessary to continue operations and based on approved budgets. The options for increase will be based on the beginning annual contract amount of \$275,000 plus 10% (\$27,500) for the second year and may continue to increase by 10% for the remaining period of performance. Total increases over five years would be up to \$127,628.

**Contract History and Price Reasonableness**


Purchasing issued Request for Quote (RFQ) #FMARC-268 in September 2017; notification was sent to 84 companies and advertised on Purchasing's website. Three responses were received, two bidders submitted pricing for all twenty one locations, one bidder submitted pricing for only seven sites, and all responses were reviewed by EDA. RFQ response costs ranged from \$221,173 to \$282,646 for service at all locations. The decision was made to award to Cal Dreamscape Landscape Company, Inc. as the lowest responsive bidder. The additional amount of \$53,827 was added to provide contingency if needed for adding sites for landscape services in the first year, making the total Agreement amount \$275,000.


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STATE OF CALIFORNIA

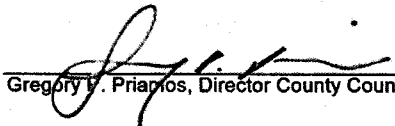
ATTACHMENTS:

- Service Agreement with Cal Dreamscape Landscape Company

RF:HM:VC:GG:AC

  
Rohini Dasika, Principal Management Analyst 8/20/2018

  
Teresa Summers, Director of Purchasing 8/14/2018

  
Gregory V. Priapros, Director County Counsel 8/15/2018

**SERVICE AGREEMENT**

for

**LANDSCAPE MAINTENANCE**

between

**COUNTY OF RIVERSIDE**

and

**CAL DREAMSCAPE LANDSCAPE, CO.**



AUG 28 2018 3,39

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This Agreement, made and entered into this **1st day of June, 2018**, by and between CAL DREAMSCAPE LANDSCAPE, CO., a California corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, to the Agreement.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

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

**1.5** Scheduled preventative maintenance and repair is considered a public works project according to California Labor Code 1771 and subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). Prevailing wage and registration requirements remain in effect throughout the period of this Agreement. CONTRACTOR will provide their DIR registration each fiscal year to COUNTY within ten (10) business days of renewal. COUNTY will register this service Agreement annually and provide CONTRACTOR with the applicable DIR project identification number in which to reference when uploading electronic certified payroll records (eCPR) to [www.dir.ca.gov](http://www.dir.ca.gov) as required. CONTRACTOR must also provide a copy of their certified payroll records to COUNTY at the same time those records are provided to the DIR.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2023, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform

thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed two hundred seventy-five thousand dollars (\$275,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases for goods used in the performance of the services shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas. Increase may also include Product Pricing Index (PPI) and/or manufacturer's increases as applicable to the service. Contractor will be required to provide all justification information on increases related to the goods used in this service. Labor rate increases by the Department of Industrial Relations (DIR) will be considered as they are released twice per year and be subject to satisfactory performance review by the County and approved (if needed) for budget funding by the Board of Supervisors.

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

Economic Development Agency

Attn: Accounts Payable

3133 Mission Inn Ave.

Riverside, CA 92507

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (FMARC-98836-001-04/23); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered “monthly” in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

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

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

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



**5. Termination**

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

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

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

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

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

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

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

6. **Ownership/Use of Contract Materials and Products**

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

7. **Conduct of Contractor**

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

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

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

8. **Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate

cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

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

**9. Independent Contractor/Employment Eligibility**

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

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth

in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

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

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

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

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

**10. Subcontract for Work or Services**

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

**11. Disputes**

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

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

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

**12.2** CONTRACTOR must maintain current, valid State of California Contractor's license, Classification C27 Landscape Contractor and a C61/D49 Tree Services Contractor. CONTRACTOR shall

pay their employees the general prevailing rate of pay for each craft or type of workman or mechanic needed to execute the Agreement. CONTRACTOR is responsible to provide information on CSLB renewal to COUNTY in order to show current proof of licensing at all times.

12.2 a) **Contractor's CSLB #552927**

12.3 CONTRACTOR is required to maintain a current and valid registration with the Department of Industrial Relations (DIR) during the entire period of performance of the Agreement. It is the CONTRACTORS responsibility to provide information on registration renewal to COUNTY in order to show current proof of registration at all times.

12.3 a) **Contractor's DIR Registration #1000039620**

**13. Use By Other Political Entities**

The CONTRACTOR may choose to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

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

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination

of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

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

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

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Agent, or designee, is to serve as the liaison with CONTRACTOR and the COUNTY Economic Development Agency Landscape Maintenance Supervisor in connection with this Agreement. Purchasing Agent, or designee, liaison duties include, but are not limited to, written amendments, corrective actions and compliance monitoring regarding licensing and D.I.R. registration requirements.

**18. Notices**

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

**COUNTY OF RIVERSIDE**

Economic Development Agency  
Facilities Maintenance Division  
2991 Franklin Ave.  
Riverside, CA 92507  
Attn: EDA Purchasing

**CONTRACTOR**

CAL Dreamscape Landscape Co.  
22421 Barton Rd. #286  
Grand Terrace, CA 92313

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).



**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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

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

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

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

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. General Insurance Provisions - All lines:**

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

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

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

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

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

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

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

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

**23. Warranty:**

**23.1** CONTRACTOR shall provide a warranty that includes all parts and labor. CONTRACTOR shall handle all repairs/services of equipment(s) under warranty, manufacture warranty or CONTRACTOR Company warranty. CONTRACTOR shall assume all responsibilities pertaining to shipping and handling of equipment that has to be sent back to the manufacture for repairs/services. In the event the equipment is beyond repair, a replacement of a brand new equipment of the same model or equivalent shall be provided by CONTRACTOR. REMANUFACTURED equipment is not accepted.

**23.2** All warranty work shall be completed within two (2) weeks of written notice by the COUNTY.

**23.3** Workmanship: A one-year unconditional warranty shall be in effect from the CONTRACTOR.

**23.4** All work performed by the CONTRACTOR, under this Agreement, shall be warranted by the CONTRACTOR to be free from defects for a period of not less than one (1) year. All work rejected by the COUNTY as failing to conform to the requirements of the scope of work for each project, CONTRACTOR shall remedy unsatisfactory work within two (2) weeks. The CONTRACTOR shall bear the cost of correcting such rejected work. Recurring problems, which the COUNTY determines to be directly attributable to the work of the contractor, could result in termination of the Agreement for default.

**23.5** All parts, materials and equipment installed by the CONTRACTOR shall be new and shall have full manufacturer's warranty in place, said warranties being fully transferable to the county.

**23.6** Any damages to county property caused by the CONTRACTOR's personnel while performing work under this contract shall be fully repaired or replaced at the CONTRACTOR's expense.

**24. General**

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

**24.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any

terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

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

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

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

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

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

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

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


**24.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

24.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

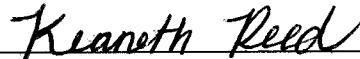
24.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

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

COUNTY OF RIVERSIDE,  
a political subdivision of the State of California

By:   
Chuck Washington, Chairman  
Board of Supervisors


CAL DREAMSCAPE LANDSCAPE  
CO.


By:   
Name: Kenneth Reed  
Title: President

Dated: AUG 28 2018

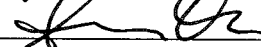
Dated: 04/02/2018

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

By:   
Name: Kenneth Reed  
Title: Secretary

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:   
for Kristine Bell-Valdez  
Deputy County Counsel

## EXHIBIT A SCOPE OF SERVICES

**A1.0 General Information:** Landscape areas are defined as all lawn areas, trees, shrubs, header boards, retaining walls, mowing strips, barked areas, ground cover, and flower beds as presently existing. Landscape maintenance includes, but is not limited to, mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

**A1.1** For the purpose of this Agreement:

a) Repair is defined as: The word “repair” in its ordinary sense relates to the preservation of property in its original condition, and does not carry the connotation that a new thing should be made of a distinct entity created” (Whalen vs. Ruiz (1953) 40 Cal.2d 294, 300-301, 253 P.2d 457)

b) Preventative Maintenance is defined as: “Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.” (PCC22002(d) )

c) There will be collaboration between contractor and project manager to determine and agree upon what constitutes a repair and what constitutes a separate public works project following CUPCAA / DIR labor requirements.

**A1.2** Apprenticeship programs are required for all contracts whose aggregate amount exceeds \$30,000. It is the Contractors responsibility to determine the need for such programs per compliance with applicable Labor Codes and DIR requirements.

**A1.3** Inclusive cost for scheduled landscape maintenance is defined as covering all elements of the service, including travel, labor, materials, taxes, surcharges and other fees. If needed, repairs to the irrigation system will be quoted on an individual basis (time and materials) for each project and cover the costs applicable to that project.

**A1.4** Travel rates must be included at the applicable prevailing wage rate from the contractor’s designated starting point (office, yard, etc.) to the service destination and from the service destination to the next

County (prevailing wage) location or return to starting point. If contractor leaves a County location and travels to a non-prevailing wage job destination, that location will be considered the end destination.

**A1.5** Service scheduling MUST be made with the County of Riverside EDA/FM Project Manager(s) prior to start of work.

**EDA Project Manager's information:**

Chris Koehling, Landscape Maintenance Supervisor EDA

Phone: (951) 955-4836

Email: CKoelling@rivco.org

**A2.0 Workmanship, Quality, and Appearance Level**

a) CONTRACTOR shall provide reasonable level of quality in professional landscape maintenance compatible with standard industry practices and shall insure that all work is continually supervised by the bidder's supervisory personnel who can converse in English, who are technically qualified, and must possess a level of management skills required to implement modern methods and newly developed horticulture procedures.

b) CONTRACTOR'S employees must be outfitted in the company uniforms appropriate to the type of assignment that they are working. Company shirt shall have an identifying company logo or patch.

c) CONTRACTOR shall be responsible to replace in kind and at County expense, any lawn, ground cover, trees, shrubs, or irrigation system components requiring replacement through normal attrition, infestation. Replacements required due to negligence resulting from CONTRACTOR failing to provide maintenance in accordance with the provisions of this Agreement will be at the expense of the CONTRACTOR. The County must approve all substitutions.

**A2.1 Safety:** CONTRACTOR shall be solely and completely responsible for the condition of the premises on which the work is performed and for safety of all persons and property on the site during performance of the contract. This requirement shall not be limited to normal working hours, but shall apply continuously. CONTRACTOR shall confirm with all governing safety regulations.



**A3.0 Work Not Included:** CONTRACTOR shall not be responsible for structural maintenance, repair, or replacement of the following:

a) Parking areas, driveways, roads, buildings, walks, and related structures except in instances of damage to these structures by negligent actions on the part of the CONTRACTOR. In this case the CONTRACTOR shall be responsible for the complete repair/replacement of the damaged area(s) to “as new” condition as determined by the County.

b) Losses/damages beyond CONTRACTOR’s control except that appropriate maintenance, repair, or replacement of such losses or damage made by the CONTRACTOR after receipt of approval and authorization from appropriate County representative.

c) The County shall provide all utility services related to or required for the performance of this Agreement.

**A4.0 Materials:** CONTRACTOR shall submit a list to the County of all materials that the CONTRACTOR proposes to use in the performance of this work. The list shall include a Material Safety Data Sheet (MSDS) for each material. Said list shall be submitted before the use of any product pursuant to the provisions of this agreement. Similar listing of changes in materials proposed for use by the CONTRACTOR shall be submitted prior to use of the products. The following shall apply to the material indicated:

a) Fertilizers shall be complete, furnishing the required percentage of nitrogen, phosphoric acid, and potash to keep lawns, trees, shrubs, and other plants in a healthy and vigorous growing condition. NOTE: Areas that are irrigated with reclaimed water may require less fertilizer.

b) Insecticides, fungicides, herbicides, and rodenticides shall be of the best quality obtainable, properly labeled with guarantee analysis, and brought to each job site in the manufacturer’s original container, or appropriate and properly labeled secondary container.

c) Tree stakes, tree ties, and guy wires shall be of materials matching the existing on each work site, or as specified by the County.

- d) Lawn seed for reseeding shall be a certified mixture to match existing grasses.
- e) In the desert areas, i.e., Palm Springs, Thousand Palms, Indio and Mecca landscapes require annual scalping and reseeding with "Perennial Rye Seed" for the summer months.

**A5.0 Replacement of Plants and Trees:** After obtaining approval from the County, CONTRACTOR shall remove dead and damaged trees and plants, and if directed, replace the same with plants of equivalent size and variety, and trees of equivalent variety and size up to 15 gallons. The County shall provide replacement trees for those that have died or been damaged through no fault of the CONTRACTOR. CONTRACTOR is responsible for providing labor and equipment to plant all replacement plants and trees under this Agreement.

**A6.0 Lawn Care:** CONTRACTOR shall maintain all lawn areas on the sites covered by this Agreement in a healthy, growing condition by performing the following operations and other work incidental thereto:

a) **Mowing:** Lawn areas shall be mowed once every seven (7) days or more often if necessary, unless otherwise specified, to maintain a neat, trim appearance. CONTRACTOR shall remove all paper, rubbish, twigs, limbs, branches or debris from each lawn area prior to mowing. Mowing shall be done only by clean and properly adjusted mowing equipment with sharp cutting edges. Bruising or rough cutting of grass shall not be permitted. Grass must be mowed to a uniform height, which shall be determined for each area of the site. Mowing directions shall be periodically alternated. "Scalping" shall not be permitted.

b) **Trimming:** All lawn area edges along curbs and walks shall be trimmed after each mowing. Edging shall include cutting all grass along walls, fences, foundations, curbs, sidewalks, paths, shrubs, tree trunks, poles, guy wires, or any other object or structure within or bordering the lawn areas. Edges shall be neatly trimmed at each mowing, trim around trees, shrubs, valve boxes, valves and other obstacles located on the lawn. Trimming shall be done by powered edging equipment. Trimming shall be done around irrigation system sprinkler heads as necessary to permit maximum water coverage by the system. Turf around trees shall be mechanically or chemically edged at twelve inches (12") around tree trunk. The bidder shall avoid damaging tree trunks, shrubs, sprinkler heads, buildings, and other objects and structures during trimming operations. Any such damage shall be reported immediately to the Supervisor.

**A7.0 General Maintenance and Cleanup**

a) CONTRACTOR shall collect all paper, mowed grass, clippings, trimmings, cuttings, rubbish, and debris at each site covered by this Agreement and shall remove the same promptly from each site and dispose of same in a lawful manner at the CONTRACTOR's expense. No clippings, trimmings, removed trees, cuttings, rubbish, or debris resulting from CONTRACTOR's performance under this Agreement shall be deposited in the refuse cans or dumpsters placed by the County at various locations in the areas covered by this Agreement.

b) CONTRACTOR shall keep all ground cover areas, all areas around shrubs and trees, next to building, fences, tanks, sidewalks, paths, curbs, and gutters free from leaves, weeds, grasses, rocks, glass, litter and other debris.

c) CONTRACTOR shall keep all cracks and seams in sidewalks, curbs, street gutters, and other paved areas free of grass and weeds.

d) CONTRACTOR shall keep sidewalks and paved areas swept and cleaned of any dirt or soil that might be washed from adjacent slopes or planted areas.

e) CONTRACTOR shall repair any eroded places on the landscaped area covered by this Agreement by replacement of topsoil to bring such eroded places back to original grade. The cause of erosion shall be reported promptly to the County.

f) Work sites shall be left orderly & neat upon completion of work for that particular day.

g) CONTRACTOR is responsible for all traffic control required as a result of this Agreement. A traffic plan shall be submitted to and approved by the County prior to performing any work requiring traffic control.

h) Notification of all "specialty type" maintenance operations shall be given to the County forty-eight hours (48) hours prior to each of these operations by the CONTRACTOR. "Specialty type"

maintenance operations are defined as: Fertilization, pre-emergent weed control, turf de-thatching, and preventative application of turf fungicide.

**A8.0 Weeds, Disease, and Pest Control**

a) CONTRACTOR shall have all required permits and licenses for the possession and use of pesticides. CONTRACTOR's employees shall have the required training before applying pesticides. Whenever herbicides are used, bidder shall apply when air currents are still, to prevent any toxic exposure to persons whether or not they are in or on the grounds.

b) CONTRACTOR shall utilize Integrated Pest Management practices, and be responsible for the selection and proper use of insecticides, fungicides, herbicides, and rodenticides, and for the specific applications for which the same may be used. Any property damage resulting from the use of such pesticides shall be the responsibility of the CONTRACTOR.

c) Weeding: Lawn areas shall be kept free of weeds. Tree, shrub, and ground cover areas shall be kept free of weeds and may be done manually or by the use of selective weed killers or pre-emergent sprays. CONTRACTOR shall exercise extreme care in the use of selective weed killers so as not to damage any other plants. Extreme caution shall be taken not to damage other plants. Spraying shall be done only at times when there is no wind, and in compliance with all Federal, State, and local laws and regulations.

d) If poison baits are used for control of moles, ground squirrels, and gophers, such baits shall be placed so as not to create a hazard to persons, farm, or domestic animals.

e) CONTRACTOR shall control poison oak where necessary (not limited to sites identified).

f) CONTRACTOR shall use Integrated Pest Management practices, and be responsible for pest control on all trees, shrubs, and ground cover.

g) Snails and slugs shall be controlled by the use of approved bait.

h) Extremely toxic materials, such as category I pesticides, shall not be used at any time.

**A9.0 Aerating and Renovating**

a) Lawn areas shall be aerated at least once each year and shall be renovated as necessary to retain current quality. Renovating shall consist of verti-cutting and raking to remove thatch, followed by reseeding, and top dressing. Such aeration shall be done more frequently if required to maintain good water penetration.

b) As required by County, CONTRACTOR shall reseed bare places or depressions in lawn areas after first bringing such depressions to grade level with top soil.

**A10.0 Watering**

a) Lawn areas shall be deeply watered as required by weather conditions to provide adequate moisture for optimum growth. At no time shall lawn areas be permitted to show lack of fresh green color or a loss of resilience due to lack of water.

b) Wherever or at any time that a regularly installed sprinkler irrigation system does not adequately cover the lawn area in which it is installed, CONTRACTOR shall furnish and set out hoses and sprinklers as required to uniformly water the lawn areas.

c) Watering shall be done at night or in the early morning and shall be controlled to prevent any runoff, ponding, and over watering.

d) Irrigation controllers shall use repeat cycling where possible to allow water to soak in and prevent runoff or ponding.

**A11.0 Fertilizing**

a) Lawn areas shall be fertilized not more than 3 times each year. Applications of actual nitrogen shall be at a rate of 3 pounds per 1,000 square feet of lawn each year. Fertilizer applications shall be March, June, and October, using 16.6.8 formulation, with equal 1-pound applications of nitrogen.

b) Lawn areas shall be watered immediately after fertilization to prevent burning of grass. Burning of grass due to improper fertilization work on lawn areas shall be considered as "property damage" and shall be corrected by the bidder.

c) CONTRACTOR shall include fertilizing schedule information in a monthly work schedule.

**A12.0 Trees, Shrubs, and Ground Cover Care:** CONTRACTOR shall maintain all trees, shrubs, and ground cover on the sites covered by this Agreement, in a healthy, growing condition by performing the following operations and other work, including:

a) Watering: Trees, shrubs, and ground cover shall be watered deeply and slowly to establish moisture to the full depth of the root zones. Watering shall be done in a manner to avoid erosion of soil, any runoff or ponding of water, or creating a waterlogged soil condition. CONTRACTOR shall furnish and set out hoses and sprinklers when and where necessary to insure watering coverage. Areas designated, as non-irrigated landscaping shall not need to be irrigated. CONTRACTOR shall take note that in areas where no irrigation systems exist, the watering shall have to be done by hand.

b) CONTRACTOR shall make a moisture check of representative plants in the landscaping at each site to establish a need for watering. A probe or other tool shall be used to check the moisture in the root ball as well as in the soil surrounding the root ball. The need for watering shall dictate the frequency of operation of installed automatic or manual irrigation systems.

c) CONTRACTOR shall maintain a water basin of such size around young trees, as is necessary to insure that enough water can be applied to establish moisture through the major root zone. A water wand shall be used to break the water force when hand watering. Water basins shall be opened during the rainy season to allow surface drainage away from the root crown where excess water may accumulate.

**A12.1 Pruning & Minor Tree Care (up to 15' above ground):**

a) The bidder shall insure that only professionally qualified personnel using approved methods and techniques do pruning, excessive pruning or stubbing back shall not be permitted. All pruning cuts shall maintain the branch bark ridge and shall be clearly cut with no tearing of the bark. No flush cuts shall be

permitted. Shearing of shrubs and ground cover shall be permitted only if specifically approved by the County.

b) Re-stake and support trees when necessary, stakes and ties to be placed so no chafing of bark occurs. All guys and ties shall be checked frequently to prevent girding.

c) Trees shall be pruned to select and develop permanent scaffold branches that are smaller in diameter than the trunk or branch to which they are attached and which have vertical spacing of from eighteen inches (18") to forty-eight inches (48") inches with radial orientation so as not to overlay one another.

d) Under no circumstances shall stripping of lower branches ("raising up") of young trees be permitted. Lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible to promote caliper trunk growth (tapered trunk). Lower branches may be cut only after obtaining permission from the Supervisor.

e) Evergreen trees shall be thinned out and shaped when necessary to prevent wind and storm damage.

f) Pruning of trees and shrubs shall be done as needed to achieve the following:

- 1) To shape, particularly to correct misshaping caused by the wind.
- 2) To raise the lower branches of trees above head height wherever they overhang walks or paths.
- 3) To cut back shrubs and ground cover where they encroach on the walks, paths, paved areas and fence lines.
- 4) To remove suckers, water-sprouts, and other undesirable growth on trees.
- 5) To remove all dead or damaged branches.

g) Minor pruning may be done at any time.

h) Pruning to remove a hazard shall be done immediately.

**A12.2 Planter Areas:**

- a) CONTRACTOR shall maintain all planters in a weed-free condition.
- b) CONTRACTOR shall control all pests and diseases.
- c) CONTRACTOR shall trim any dead material from all low shrubs and bushes to maintain a pleasing appearance at all times.

**A13.0 Irrigation Systems**

- a) CONTRACTOR shall apprise County prior to beginning of contract, inspect all installed irrigation systems on the site(s) covered by this Agreement and shall report damage or malfunction of any system to the County.
- b) Throughout the term of the Agreement, CONTRACTOR shall be responsible for the effectiveness of the irrigation systems on the site(s) covered by this agreement.

**A13.1 CONTRACTOR shall:**

- a) Adjust and trim around all sprinkler heads to obtain and maintain proper water coverage.
- b) Remove the last sprinkler head from each system and flush lines if and as required.
- c) Repair or replace, at CONTRACTOR's expense, any irrigation system equipment damaged as a result of the CONTRACTOR's performance. CONTRACTOR must replace all broken items with item of same brand and model. The County must approve all substitutions.
- d) Report promptly to the County any damage to the irrigation systems.
- e) Provide labor and equipment for the repair or replacement of all leaking or malfunctioning lateral lines, sprinkler heads, valves, and/or controllers.
- f) Report any mainline, valve, or controller problems to the County within 24 hours of observation.



**A13.2** Watering shall be done at night or in the early morning and shall be controlled to prevent any runoff, ponding, and over-watering. CONTRACTOR shall adjust water application to compensate for changes in weather.

**A13.3** All systems shall be operationally checked by CONTRACTOR immediately following each mowing to ensure that no damage was caused by the mowing.

**A13.4** CONTRACTOR shall ensure that all irrigation sprinkler control time settings shall not create dry, brown spots in the turf areas and that all shrubbery or decorative planting shall be maintained in a healthy, vigorous state at all times. Further, CONTRACTOR shall ensure that no water time settings shall cause over watering to create soggy sections in the turf or over wet areas in planting.

**A13.5 Replacement of Parts:** CONTRACTOR shall obtain the approval of the County before replacing any parts. The County shall have the option of providing replacement parts or having the CONTRACTOR provide the parts.

**A14.0 Equipment:** CONTRACTOR shall furnish, maintain, and use sufficient modern and efficient equipment and tools to perform the work required under the provisions of this Agreement. All equipment and tools shall be kept in safe, usable condition with cutting edges properly sharpened. The County may direct that the CONTRACTOR discontinue the use of any equipment or tools that in the opinion of said representative are not in an acceptably safe and usable condition.

**A15.0 Additional Scope of Work for Sites # 1 CH2801, EDWARD DEAN MUSEUM and # 15 RX5014, RUBIDOUX ANIMAL SHELTER:**

a) All Maintenance and Grounds Work shall be scheduled with the County Grounds Crew Worker. The Grounds Crew Worker shall schedule routine weekly grounds work to be performed, i.e., Thursday at 9:30 am. CONTRACTOR shall coordinate with the Grounds Crew Worker to ensure the grounds are maintained during wet weather conditions.

b) CONTRACTOR shall not cut any of the roses in the rose gardens. This site has volunteers who shall maintain the roses. The pulling of weeds in the rose beds is permitted.

c) CONTRACTOR shall not cut any of the trees without the expressed authorization of the Grounds Crew Worker. CONTRACTOR shall make recommendations to the Grounds Crew Worker on any tree requiring trimming. Only the Grounds Crew Worker can authorize the tree trimming and pruning.

d) Establish the watering schedule for each specific area.

**A16.0 Warranty:** A one-year (365) day unconditional warranty shall be in effect. The warranty shall cover all materials added or provided by the bidder and workmanship. All warranty work shall be completed within two (2) weeks from written notice by County.

**A17.0 Undocumented Workers:** The Agreement involves the employment of unskilled labor. Such employment may be attractive to persons coming from foreign countries, sometimes illegally. CONTRACTOR is reminded that it is a crime to bring into the United States, transport within the United States, and to harbor aliens who do not have a proper visa to enter and work in this country (8 U.S.C. '1323-1325). If violations are suspected or discovered during payroll or other audits during the performance of work on this project, they shall be reported to the U.S. Immigration and Naturalization Service for investigation and appropriate action. Conviction of the Contractor for commission of a criminal offense referred to herein shall be deemed sufficient cause for default and the initiation of debarment or suspension proceedings to prevent the Contractor from receiving future County contracts.

**A18.0 Landscape work shall be performed at the following sites:**

<p><b>Site #1:</b> CH2801 Edward Dean Museum 9401 Oak Glenn Road Cherry Valley, CA 92223</p>	<p><b>Site #2:</b> CR403 Corona County Admin Center 505 South Buena Vista Corona, CA 91720</p>	<p><b>Site #3:</b> PR0808 Sheriff Coroner 800 S Redlands Avenue Perris, CA 92570</p>
<p><b>Site #4:</b> PR0810 PR Sheriff 137 S. Perris Blvd Perris, CA 92570</p>	<p><b>Site #5:</b> PR0811 CHA Health 308 San Jacinto Ave Perris, CA 92570</p>	<p><b>Site #6:</b> RV0908 Riverside 911 Comm Center 7195 Alessandro Blvd Riverside, CA</p>
<p><b>Site #7:</b> RV0927 Riverside Health Clinic 7140 Indiana Ave Riverside, 92504</p>	<p><b>Site #8:</b> RV1009 Riverside Homeless Shelter 2530 3rd Street Riverside, CA 92507</p>	<p><b>Site #9:</b> RV1012 Riverside Custodial Building 3315 Park Avenue Riverside, CA 92507</p>

<b>Site #10:</b> RV1016 Riverside Controller/Assessor 6221 Box Springs Blvd Riverside, CA 92507	<b>Site #11:</b> RV1017 Riverside Public Defender 4200 Orange Street Riverside, CA 92501	<b>Site #12:</b> RX5000 Rubidoux Health Clinic 5256 Mission Blvd Rubidoux, CA 92509
<b>Site #13:</b> RX5003 Rubidoux Fleet Services 5293 Mission Blvd Rubidoux, CA 92509	<b>Site #14:</b> RX5007 Rubidoux Sheriff Station 7477 Mission Blvd Rubidoux, CA 92509	<b>Site #15:</b> RX5014 Rubidoux Animal Shelter 6851 Van Buren Blvd Rubidoux, CA 92509
<b>Site #16:</b> SJ403 San Jacinto Animal Shelter 581 Grand Ave San Jacinto, CA 92582	<b>Site #17:</b> CB3101 Cabazon Sheriff Station 50290 Main Street Cabazon, CA 92230	<b>Site #18:</b> IN735 Indio DPSS / EDA 44199 Monroe Street Indio, CA 92201
<b>Site #19:</b> ME2004 Mecca Health Clinic 91275 66th Avenue Mecca, CA 92254	<b>Site #20:</b> PG1105 Palm Springs DPSS 19275 McLane Street Palm Springs, CA 92262	<b>Site #21:</b> TP4502 Thousand Palms Animal Shelter 72050 Petland Place Thousand Palms, CA 92276
<b>Site #22:</b> CB3105 Fleet Services Facility 50208 Main Street Cabazon, CA 92230	<b>Site #23:</b> PR0831 Mead Valley Community Center 21019 Rider Road Perris CA 92570	<b>Site #24:</b> Gateway Facilities RV1066 2724 Gateway Dr. Riverside, CA 92507
<b>Site #25</b> MV1204 Sherriff Administrative Bldg. 16791 Davis Ave. Riverside, CA 92518	<b>Site #26</b> MV1207 Fire Department Cafeteria/Auditorium 16930 Bundy Ave. Riverside, CA 92518	<b>Site #27</b> MV1208 Fire Department Cal Fire 16888 Bundy Ave. Riverside, CA 92518
<b>Site #28</b> MV1209 Fire Department Cal Fire 16902 Bundy Ave. Riverside, CA 92518	Left Blank Intentionally	Left Blank Intentionally

**A19.0** Thirty (30) days prior to the termination of the maintenance agreement an inspection of all foliage shall be conducted by CONTRACTOR and the County, and any foliage deemed by the County to be in poor condition shall be replaced at the CONTRACTOR's expense.

**A20.0 Insurance:** CONTRACTOR is required to maintain applicable insurance coverage throughout the period of performance of the agreement. Reference section 22 of this Agreement.

**A21.0 Add / Delete Sites:** Throughout the period of performance, County retains the right to add and/or delete sites as it meets the operational requirements of the department. CONTRACTOR will be notified of any add/deletions and updated pricing for added sites will be requested at the time of notification.

**EXHIBIT B - PAYMENT PROVISIONS**

<b>Bldg#</b>	<b>Location Name</b>	<b>Service Schedule</b>	<b>Total Monthly Price Per Location</b>
CH2801	Edward Dean Museum	Weekly	\$2,415.00
CR403	Corona County Admin Center	EVERY 2 WEEKS	\$488.75
PR0808	Sheriff Coroner	EVERY 2 WEEKS	\$488.75
PR0810	Perris Sheriff	EVERY 2 WEEKS	\$488.75
PR0811	CHA Health	EVERY 2 WEEKS	\$488.75
RV0908	Riverside 911 Communication Center	WEEKLY	\$1,025.80
RV0927	Riverside Health Clinic	EVERY 2 WEEKS	\$488.75
RV1016	Riverside Controller/Assessor	EVERY 2 WEEKS	\$488.75
RX5000	Rubidoux Health Clinic	EVERY 2 WEEKS	\$488.75
RX5003	Rubidoux Fleet Services	EVERY 2 WEEKS	\$575.00
RX5007	Rubidoux Sheriff Station	EVERY 2 WEEKS	\$488.75
RX5014	Rubidoux Animal Shelter	WEEKLY	\$1,695.10
SJ403	San Jacinto Animal Shelter	WEEKLY	\$1,109.75
CB3101	Cabazon Sheriff Station	EVERY 2 24WEEKS	\$718.75
IN735	Indio DPSS / EDA	EVERY 2 WEEKS	\$1,725.00
ME2004	Mecca Health Clinic	EVERY 2 WEEKS	\$690.00
PG1105	Palm Springs DPSS	EVERY 2 WEEKS	\$546.25
TP4502	Thousand Palms Animal Shelter	EVERY 2 WEEKS	\$546.25
CB3105	Fleet Services Facility	EVERY 2 WEEKS	\$304.75
PR0831	Mead Valley Community Center	WEEKLY	\$1,696.25
RV1066	Gateway Facilities	WEEKLY	\$1,473.15
MV1204	Sherriff Administrative Bldg.	WEEKLY	\$487.35
MV1207	Fire Department Cafeteria/Auditorium	WEEKLY	\$338.47
MV1208	Fire Department Cal Fire	WEEKLY	\$338.47
MV1209	Fire Department Cal Fire	WEEKLY	\$338.47
<b>Monthly Cost</b>			<b>\$19,933.81</b>