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



ITEM: 3.7 (ID # 18260)

MEETING DATE:

Tuesday, May 17, 2022

FROM: FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT: Approval of the Professional Services Agreement with Mariposa Landscapes, Inc. for landscaping maintenance services through June 30, 2023, All Districts. [\$530,000.80 and up to \$53,000 in additional compensation, 100% Departmental Budgets]

RECOMMENDED MOTION: That the Board of Supervisors:

 Approve the Professional Services Agreement with Mariposa Landscapes, Inc., a California corporation, for landscaping maintenance services in the amount of \$530,000.80, and up to \$53,000 in additional compensation, for services through June 30, 2023, and authorize the Chair of the Board of Supervisor to sign the Agreement on behalf of the County; and

Continued on page 2

ACTION:Policy, 4/5 Vote Required

Rose Salgado, Director of Facilities Management

/28/2022

Rose Salgado, Director of Facilities Management

125/202

Aaron Gettis, Deputy County Sounsel

5/3/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Spiegel, Washington, Perez and Hewitt

Navs:

None

Absent:

None

Date:

May 17, 2022

XC:

FΜ

Deputy

Kecia R. Harper

Clerk of the Board

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RECOMMENDED MOTION: That the Board of Supervisors:

2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel, to: (a) sign amendments that exercise the options of the agreements, including modifications of the statement of work that stay within the intent of each agreement; (b) sign amendments to the compensation provisions that do not exceed the contract sum total of ten percent (10%) of the total aggregate amount.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost		
COST	\$ 75,714.40	\$ 454,286.40	\$ 530,000.80	\$ 0		
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0		
SOURCE OF FUNDS: Departmental Budgets 100%			Budget Adjus	Budget Adjustment: No		
			For Fiscal Ye	ar: 21/22 - 22/23		

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Maintenance Services Division (MSD) of Facilities Management (FM) Department is responsible to provide and oversee Riverside County facility maintenance, which includes landscaping services. MSD desires to keep a favorable image of Riverside County along with maintaining pleasant conditions of both inside and outside for its employees and all who visit these facilities. Due to staffing constraints and increased service levels and needs, MSD has been supplementing internal landscaping services with third-party vendor services at some facilities. The purpose of outsourcing landscape services is to optimize operating expenses, improve work efficiencies, enhance customer service, and reduce County 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 environmental value, but also support the efforts, guidelines, and practices for compliance with the Water Quality Management Plans and the State Water Resources Board guidelines.

Contract History and Price Reasonableness

Purchasing issued Request for Quote (RFQ) #FMARC-298 in October 2021; solicitations were sent out to landscape service providers and advertised on Public Purchase website. Ninety-seven companies reviewed the proposal, and four responses were received.

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The RFQ required that the responsive bidders be registered with Department of Industrial Relations (DIR) for Landscape Services at the time of bid submittal. One response was found to be non-responsive due to not having a valid DIR registration while the remaining three bidders were found to be responsive. RFQ response costs ranged from \$530,000 to \$663,888 for service at all locations. Mariposa Landscapes, Inc., a California corporation was selected as the overall lowest responsive bidder. The additional amount of \$53,000 was added to provide contingency, if needed, for adding sites for landscape services, making the total aggregate Agreement amount \$583,000.80.

ATTACHMENTS:

• Professional Service Agreement with Mariposa Landscapes, Inc.

...og.i.a.i

5/6/2022

PROFESSIONAL SERVICE AGREEMENT

for

LANDSCAPE MAINTENANCE SERVICES

between

COUNTY OF RIVERSIDE

and

MARIPOSA LANDSCAPES, INC.



BOS Agenda 04.26.22 M. ID 18260 Form #116-310 – Dated: 3/21/2019

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This Agreement, made and entered into this ____day of _____, 2022, by and between MARIPOSA LANDSCAPES, INC., 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. <u>Description of Services</u>

- 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.

2. <u>Period of Performance</u>

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 as of May 1, 2022, 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 five hundred thirty thousand dollars and eighty cents (\$530,000.80) for the term of the Agreement 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 (If applicable). 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 shall not exceed the Consumer Price Index- All Consumers, All Items Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the 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:

RIVERSIDE COUNTY FACILITIES MANAGEMENT 3133 MISSION INN 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-98889-001-06/23) 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. <u>Termination</u>

- **5.1.** COUNTY may terminate this Agreement without cause upon thirty (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 Δgreement 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.

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- 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

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.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. 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 Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

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

CONTRACTOR

COUNTY OF RIVERSIDE

FACILITIES MANAGEMENT

MARIPOSA LANDSCAPES, INC.

3133 MSSION INN

6232 SANTOS DIAZ ST.

RIVERSIDE, CA 92507

IRWINDALE, CA 91706

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.

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

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. Policy shall name the COUNTY as Additional Insureds.

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 \$2,000,000 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 Λ M BEST rating of not less than Λ: 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 County'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 Δgreement.
- 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. General

- 23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.
- 23.2 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.
- 23.3 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.
- 23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

- 23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.
- 23.6 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.
- 23.7 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.
- 23.8 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.
- 23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.
- 23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

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

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

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

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

Bv:

Board of Supervisors

MAY 1 7 2022 Dated:

ATTEST: Kecia Harper Clerk of the Board

APPROVED AS TO FORM:

COUNTY COUNSEL

a California corporation

Name: Terry Noriega

Title: President

Dated: 04/15/2022

EXHIBIT "A"SCOPE OF SERVICE

A1.0 Workmanship, Quality, and Appearance Level

- a) The awarded bidder 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) The awarded bidder's employees must be outfitted in the bidder company uniforms appropriate to the type of assignment that they are working. The Bidder's company shirt shall have an identifying company logo or patch.
- c) The awarded bidder 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 bidder failing to provide maintenance in accordance with the provisions of this contract will be at the expense of the bidder. The County must approve all substitutions.
- d) <u>Safety</u>: Bidder 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. Bidder shall confirm with all governing safety regulations.
- A1.1 Work Not Included: The Bidder 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 bidder in which case the bidder 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 bidder's control except that appropriate maintenance, repair, or replacement of such losses or damage made by the bidder 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 procurement.
- A1.2 <u>Materials:</u> The bidder shall <u>submit</u> a list to the County of <u>all materials</u> that the bidder proposes to use in the performance of this work. <u>The list shall include an Safety Data Sheet (SDS) for each material</u>. 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 bidder 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, Cathedral City and Mecca landscapes require annual scalping and reseeding with "Perennial Rye Seed" for the summer months.
 - a) The county will request these services as needed per location and a separate quote will be requested from the Contractor.

(f) Replacement of Plants and Trees:

After obtaining approval of the County the bidder shall remove dead and damaged trees and plants, and if directed, replace the same with plants of equivalent size and variety, and trees of equivalent variety and size up to fifteen (15) gallons, after obtaining the approval of the County for such replacement. The County shall provide replacement trees for those that have died or been damaged through no fault of the bidder. The bidder is responsible for providing labor and equipment to plant all replacement plants and trees under this procurement.

BOS Agenda 04.26.22 M. ID 18260 Form #116-310 – Dated: 3/21/2019 A1.3 <u>Lawn Care:</u> The bidder 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. The bidder 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 be permitted during reseeding seasonal times only.

b) Trimming

All lawn area edges along curbs and walks shall be trimmed before 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 herbicide edged at twelve inches (12") around tree trunk. Tree supports of any kind must be maintained, repaired, replaced, or removed depending upon age, condition, maturity of tree. 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 FM Building Engineer or Landscape Maintenance Supervisor.

c) General Maintenance and Cleanup

- 1) The bidder 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 bidder's expense. No clippings, trimmings, removed trees, cuttings, rubbish, or debris resulting from bidder'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.
- 2) The bidder 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.
- The bidder shall keep all cracks and seams in sidewalks, curbs, street gutters, and other paved areas free of grass and weeds.
- 4) The bidder shall keep sidewalks and paved areas swept and cleaned of any dirt or soil that might be washed from adjacent slopes or planted areas.
- 5) The bidder 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.
- 6) Work sites shall be left orderly & neat upon completion of work for that particular day.
- 7) The bidder is responsible for all traffic control required as a result of a contract. A traffic plan shall be submitted to and approved by the County prior to performing any work requiring traffic control.
- 8) Notification of all "specialty type" maintenance operations shall be given to the FM Landscape Maintenance Supervisor in writing forty-eight hours (48) hours prior to each of these operations by the bidder. "Specialty type" maintenance operations are defined as: Fertilization, pre-emergent weed control, turf de-thatching, and preventative application of turf fungicide.
- 9) The bidder shall provide and install all necessary safety signage and devices per industry and safety standards while performing all work at County facilities. Bidder shall be aware of the safety of site personnel, public, and property during performance of work. Bidder shall ensure that their respective staff are properly outfitted all necessary Personal Protective Equipment (PPE).

A1.4 Weeds, Disease, and Pest Control

- a) The bidder shall have all required permits and licenses for the possession and use of pesticides. The bidder's employees shall have the required training and certification with a Qualified Applicator License (QLA) before applying pesticides and herbicides. 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) The bidder 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 bidder.

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- 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. The bidder 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) The bidder shall control poison oak where necessary (not limited to sites identified).
- f) The bidder 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 by FM Landscape Maintenance Supervisor.

A1.4.1 NOTE: Extremely toxic materials, such as category I pesticides, shall not be used at any time.

A1.5 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 acration shall be done more frequently if required to maintain good water penetration. Aerating, reseeding, and renovating, must be documented. Schedule must be provided and approved by Landscape Maintenance Supervisor at least two weeks prior to the implantation of work.
- b) As required by County, bidder shall reseed bare places or depressions in lawn areas after first bringing such depressions to grade level with topsoil.
 - a. This would be considered extra work and contractor shall submit a written quote to the landscape supervisor for review and approval.

A1.6 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, the bidder 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.
- e) Note, Water usage and the condition of lawn areas may be impacted by current and future water delivery arability. As such, water usage maybe guided and or controlled by the State Water Resources Control Board.

A1.7 Fertilizing

- a) Lawn areas shall be fertilized not more than three (3) times each year and no less than one (1). Applications of actual nitrogen shall be at a rate of three (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) The bidder shall include fertilizing schedule information in a monthly work schedule.
- A1.8 <u>Trees, Shrubs, and Ground Cover Care:</u> The bidder 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. The bidder 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. The bidder shall take note that in areas where no irrigation systems exist, the watering shall have to be done by hand.

- i. The bidder 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.
- ii. The bidder shall maintain a water basin of such size around young trees, as is necessary to ensure 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. The bidder must understand and protect Water Quality Management Plan (WQMP), and work with the FM Landscape Maintenance Supervisor to ensure regulatory compliance.
- iii. Hand watering 2 planters bench behind the Historical Courthouse has NO irrigation and would require hand watering.

b) Pruning & Minor Tree Care (up to 15' above ground):

- i. 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.
- ii. 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.
- iii. Trees shall be pruned to select and develop permanent scaffold branches that are smaller in diameter than the truck 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.
- iv. 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.
- v. Evergreen trees shall be thinned out and shaped when necessary to prevent wind and storm damage.
- vi. 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.
- vii. Minor pruning may be done at any time.
- viii. Pruning to remove a hazard shall be done immediately.
- ix. All tree's should be safe to walk under by staff and the public as well as for vehicles entering the location. The intent is to prevent any safety hazards from the trees

c) Planter Areas:

- i. The bidder shall maintain all planters in a weed-free condition.
 - 1. If a large infestation exists due to a circumstance beyond the contractors control then it shall be brought up to County staff to address on a case by case bases,
 - 2. If the contractor notices a vertebrate concern, contractor shall notify County staff. This would be handled as an additional charge. The Contractor will give a quote for the work to be performed at the request of the county.
- ii. The bidder shall control all pests and diseases.
- iii. The bidder shall trim any dead material from all low shrubs and bushes to maintain a pleasing appearance at all times.

A1.9 <u>Irrigation Systems</u>

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

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- 1) Adjust and trim around all sprinkler heads to obtain and maintain proper water coverage.
- 2) Remove the last sprinkler head from each system and flush lines if and as required.
 - i. If there are any sprinkler heads not up to specification at the time they are being flushed, Contractor is to notify County Staff and provide a written quote for the replacement or repair.
- 3) Repair or replace, at the bidder's expense, any irrigation system equipment damaged as a result of the bidder's performance. Bidder must replace all broken items with item of same brand and model. The County must approve all substitutions.
- 4) Report promptly to the FM Landscape Maintenance Supervisor any damage to the irrigation systems.
 - Contractor will submit a quote for the required repairs to the landscape supervisor for review and approval.
- 5) Provide labor and equipment for the repair or replacement of all leaking or malfunctioning lateral lines, sprinkler heads, valves, and/or controllers.
- 6) The bidder shall report any mainline, valve, or controller problems to the FM Landscape Maintenance Supervisor within twenty four (24) hours of observation.
- 7) Watering shall be done at night or in the early morning and shall be controlled to prevent any runoff, ponding, and over-watering. The bidder shall adjust water application to compensate for changes in weather.
- 8) All systems shall be operationally checked by the bidder immediately following each mowing to ensure that no damage was caused by the mowing. Failure to do so and with any subsequent damages such as, but not limited to; soil ground erosion, loss of turf or plants shall solely be the responsibility of the bidder to restore the foliage and area.
- 9) Bidders 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, the bidder shall ensure that no water time settings shall cause over watering to create soggy sections in the turf or over wet areas in planting.
- 10) Replacement of Parts: The bidder shall obtain the approval of the FM Landscape Maintenance Supervisor before replacing any parts. The County shall have the option of providing replacement parts or having the bidder provide the parts.
 - i. Any damage from the contractor will be repaired by the contractor. Any Damage that has not occurred from the contractor will be quoted for repair and a written estimate will be given to the landscape supervisor for the repair.
- 11) Contractor has 30 days from the start of the contract to notify the county of any damage or malfunction of the irrigation systems in order to not be held accountable for the damage. Contractor is to notify staff in writing of the location of the damage along with a quote to repair.
- **A1.10** Equipment: The bidder 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 bidder discontinues the use of any equipment or tools that in the opinion of said representative are not in an acceptably safe and usable condition.
- **A1.11 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.
- **A1.12** Undocumented Workers: The agreement resulting from this solicitation involves the employment of unskilled labor. Such employment may b3e attractive to persons coming from foreign countries, sometimes illegally. Bidders are reminded that it is a crime to bring into the United States, transport within the United States, and to harbor aliens who do not have a proper visa to enter and work in this country (8 U.S.C. '1323-1325). If violations are suspected or discovered during payroll or other audits during the performance of work on this project, they shall be reported to the U.S. Immigration and Naturalization Service for investigation and appropriate action. Conviction of the Contractor for commission of a criminal offense referred to herein shall be deemed sufficient cause for default and the initiation of debarment or suspension proceedings to prevent the Contractor from receiving future County contracts.
- A1.13 <u>Landscape work shall be performed at the following Sites:</u> See Exhibit C for maps of each location where work is to be performed.

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C** #4	Ct. Ha	Ct. 112
Site #1:	Site #2:	Site #3:
IN0739	IN0738	IN0719
Probation	Environmental Health	Mental Health -Outpatient
47940 Arabia Street	47950 Arabia Street	47825 Oasis Street
Indio, CA 92201	Indio, CA 92201	Indio, CA 92201
Site #4:	Site #5:	Site #6:
IN0718	IN0717	PG1101
Mental Health - Impatient	Health Clinic	Palm Springs Courthouse
47915 Oasis Street	47923 Oasis Street	3255 E. Tahquitz Canyon Way
Indio, CA 92201	Indio, CA 92201	Palm Springs, CA 92262
Site #7:	Site #8:	Site #9:
DH1705	IN0708	IN0710
Desert Hot Springs WIC	Desert Sage – RUHS BH	Communications Center
14320 Palm Dr.	82485 Miles Ave.	82655 Dr. Carreon Blvd.
Desert Hot Springs, CA 92240	Indio, CA 92201	Indio, CA 92201
Site #10:	Site #11:	Site #12:
CC1803	TP4503	IN0725
Cathedral City Branch Library	Thousand Palms Public Library	Indio Fleet
33520 Date Palm Dr.	31189 Robert Rd.	82775 Plaza Ave
Cathedral City, CA 92234	Thousand Palms, CA 92276	Indio, CA 92201
Site #13:	Thousand Lanns, CA 72210	11110, 011 72201
IN0707		
Fair – Auto Maintenance		
46263 Oasis Street		
Indio, CA 92201	114.9	
For sites #14 through # 19 - See A1.18 for addition Site #14:	Site #15	Site #16
LE0519		
	LE0520	LE0521
Lakeland Village Community Center	Lakeland Village Community Center	Lakeland Village Community Center
Campus Bldg. A	Campus Bldg. B	Campus Bldg. C
16275 Grand Ave	16275 Grand Ave	16275 Grand Ave
Lake Elsinore, CA 92530	Lake Elsinore, CA 92530	Lake Elsinore, CA 92530
Site #17	Site #18	Site #19
LE0522	LE0523	LE0524
Lakeland Village Community Center	Lakeland Village Community Center	Perret Park
Campus Bldg. D	Campus Bldg. E	32938 Perret Blvd
16275 Grand Ave	16275 Grand Ave	Lake Elsinore, CA 92530
Lake Elsinore, CA 92530	Lake Elsinore, CA 92530	
C** !!@0	GU UA4	Ct. UAA
Site #20	Site #21	Site #22
RV1078	RV1079	RV1057
Riverside County Innovation Center	Chapel	Veterans Administration
3450 14 th St	3572 14 th St	4342 Orange St
Riverside, CA 92501	Riverside, CA 92501	Riverside, CA 92501
Site #23	Site #24	Site #25
RV1056	RV1001	RV1003
Public Guardian Mental Health Bldg.	Bankruptcy Court	District Court
3625 14 th St	3420 12 th St	3470 12 th St
D1 11 G1 00 00 01		
Riverside, CA 92501	Riverside, CA 92501	Riverside, CA 92501
Site #26		Riverside, CA 92501 Site # 28
	Riverside, CA 92501	
Site #26	Riverside, CA 92501 Site #27	Site # 28
Site #26 RV0905	Riverside, CA 92501 Site #27 RV0901	Site # 28 RV0955
Site #26 RV0905 Riverside County Administrative Center	Riverside, CA 92501 Site #27 RV0901 Historic Court House	Site # 28 RV0955 Coroner (unoccupied)

RV1017	RV0996
Former Public Defender	Law Office of Public Defender
4200 Orange St	4075 Main St
Riverside, CA 92501	Riverside, CA 92501
Site #33	Site #34
RV0906	RV0944
Transportation Land Management	Law Library
3525 14 th St	3535 10 th St
Riverside, CA 92501	Riverside, CA 92501
Site #36	Site #37
BA0170	BA0153-A
Mid County DA Office (Back)	Smith Correctional Parking Lot
155 E. Hay Street	1627 S. Hargrave Street
Banning CA, 92220	Banning, CA 92220
Site #39	
CB3110	
Fleet Services Vending Building	
50208 Main Street	
Cabazon, CA 92230	
	Former Public Defender 4200 Orange St Riverside, CA 92501 Site #33 RV0906 Transportation Land Management 3525 14th St Riverside, CA 92501 Site #36 BA0170 Mid County DA Office (Back) 155 E. Hay Street Banning CA, 92220 Site #39 CB3110 Fleet Services Vending Building 50208 Main Street

- A1.14 Inspection and Replacement: Thirty (30) days prior to the termination of the maintenance agreement an inspection of all foliage shall be conducted by the bidder and the County, and any foliage deemed by the County to be in poor condition shall be replaced at the bidder's expense.
- A1.15 Insurance: Awarded CONTRACTOR will be required to maintain applicable insurance coverage throughout the period of performance of the agreement. Document 116-310 contains the sample County service agreement for review; section 22 outlines the general insurance requirements. See Terms and Conditions section on bottom of page 2 of this RFQ.
- A1.16 Cost sheet: The bid response section on Public Purchase for this RFQ will contain line items for an inclusive cost per site for both weekly services, services every 2 weeks and monthly service (all to be billed monthly in arrears) for scheduled landscape maintenance well as line items for hourly rates and emergency service fees if needed for repairs of irrigation system. FM Regional Managers will decide what level of service is applicable to each site and award based on lowest cost per site or as a single award. Bidder is to indicate in the notes section of the hourly rates line if cost is portal to portal charges or an additional travel rate will be charged for each repair.
- A1.17 Add / Delete Sites: Throughout the period of performance of an awarded contract(s), County retains the right to add and/or delete sites as it meets the operational requirements of the department. Awarded contractor will be notified of any add/deletions and updated pricing for added sites will be requested at the time of notification.

A1.18 Additional Scope of Work for Sites # 13 thru Site # 18:

Site # 14 thru Site # 18, LE0519, LE0520, LE0521, LE0522. LE0523; Lakeland Village Community Center Campus:

- 1) Landscape and irrigation maintenance:
 - a) Hardscape Maintenance: All areas between the buildings, main entrance (area includes from Grand to the entrance of the baseball fields including the fence on along the northside of the basketball courts.)
 - i) Blow hardscape and clean up trash every Monday and Thursday no later then 9:00 am along entire hardscape areas including office area.
 - (1) Pressure wash of stained areas not included.
 - (2) Dumpster on site for Contractor to utilize for trash disposal, however green waste to be removed at contractors expense.
 - b) Landscape Platers:
 - i) Weed planters as needed, trim shrubs and ground cover as need. Keep all drains clear of debris. Maintain new trees, ensure they are staked and tied properly. Fertilize all plant material twice per year.
 - c) Irrigation Maintenance:

- Maintain all sprinklers, valves, lateral and main lines. Ensure that all are repaired as needed and are working properly at all times.
 - (1) Repair of back flow device, pump and irrigation controller not included.
- 2) Trash Cans and Liners
 - a) Replace trash liners on Mondays, Wednesday and Fridays.
 - i) Contractor to supply all necessary supplies
 - b) Wash and Clean Trash cans if dirty, as needed.

Site # 18, LE024: Perret Park:

- 1) Landscape Maintenance:
 - a) Turf Maintenance:
 - Mow, edge and blow weekly from March 1st through October 31st and every other week from November 1st through February 29th.
 - ii) Fertilize two times per year
 - b) Shrub and Ground Cover Maintenance:
 - i) Trim shrubs and ground cover as needed, spray or remove weeds in planter beds. Remove any dead plant material and debris
 - ii) Fertilize two times per year
 - c) Tree Maintenance:
 - Trim low hanging branches, including new growth and suckers to a minimum height 7-feet on all park areas to allow for pedestrian clearance.
- 2) Parking Lot:
 - a) Blow and rake parking lot every Monday and pick up trash and papers.
 - i) Dispose of offsite
 - b) Dispose of doggie bags daily Monday through Friday.
 - i) Two (2) stations
 - (1) Restock stations with bags as needed
 - (2) Contractor to supply
- 3) Restrooms:
 - a) Clean restrooms daily Monday through Friday
 - i) Restroom maintenance should be completed every morning by 9:00 am.
 - (1) Security personnel locks and unlocks the bathrooms from dawn to dusk as the park is closed at night.
 - ii) Sweep and Mop Floors
 - iii) Clean Ceiling
 - iv) Clean sinks, toilets, mirrors, windows and drinking fountains.
 - v) Includes interior and exterior walls.
 - b) Restock restrooms with all necessary supplies
 - i) Contractor to supply all necessary restroom supplies.
 - (1) Restock bathroom with toilet paper daily
 - (2) Refill hand soaps
- 4) Pressure Wash
 - a) Pressure wash once per week the gazebo, picnic tables and outside of restroom buildings.
- 5) Beach Sand Maintenance
 - a) Maintain sand area free of weeds, trash, debris and raked/groomed once per week
- 6) Lot on North side of Park:
 - a) Raise low brunches up to 7-feet in height, remove suckers and new growth off of trucks. Pick up trash, broken branches and spray or remove weeds.
- 7) Irrigation Maintenance:
 - a) Adjust and repair sprinklers to provide adequate coverage, repair valves, lateral and main lines as needed, including broken irrigation valve wires and program controller. Contractor shall maintain and ensure that all turf and plant material is alive.

A1.19. County Observed Holidays:

HOLIDAY	DAY OBSERVED	
* New Year's Day	January 1	
Martin Luther King Jr's Birthday	Third Monday in January	
Lincoln's Birthday	Second Tuesday in February	
Washington's Birthday	Third Monday in February	
Memorial Day	Last Monday in May	
Independence Day	July 4	
Labor Day	First Monday in September	
Columbus Day	Second Monday in October	
Veterans' Day	November 11	
*Thanksgiving Day	Fourth Thursday in November	
* Following Thanksgiving	Friday following the fourth Thursday in November	
*Christmas Day	December 25	

* Note:

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Monday.
- December 26 and January 2, when they fall on Friday.
- Friday proceeding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday, the Monday following such date when such date falls on a Sunday.

A1.20. County Storage

1) The county can make available a storage area for storing a utility cart for downtown Riverside locations. The County is not responsible for any damage or theft that could occur to stored supplies, tools, or equipment. Contractor assumes all risk.

Site Number	Bldg#	EXHIBIT B - PAYMENT PROVISION Location Name	Service Schedule	Total Monthly Price Per Location
#1	Dings	Location Name	Schedule	
	IN0739	Probation	Weekly	\$1,072.85
#2	IN0738	Environmental Health	Weekly	\$930.95
#3	IN0719	Mental Health Outpatient	Weekly	\$1,194.33
#4	IN0718	Mental Health Impatient	Weekly	\$1,363.19
#5	IN0717	Health Clinic	Weekly	\$1,478.13
#6	PG1101	Palm Springs Courthouse	Weekly	\$852.48
#7	DH1705	Desert Hot Springs WIC	Weekly	\$1,503.93
#8	IN0708	Desert Sage RUHS-BH	Weekly	\$254.78
#9	IN0710	Communications Center	Weekly	\$2,499.38
#10	CC1803	Cathedral City Branch Library	Weekly	\$1,398.58
#11	TP4503	Thousand Palms Public Library	Weekly	\$259.08
#12	IN0725	Indio Fleet	Weekly	\$871.83
#13	IN0707	Fair – Auto Maintenance	Weekly	\$535.35
#14	LE0519	Lakeland Village Community Center Campus Bldg. A	Weekly	\$420.33
#15	LE0520	Lakeland Village Community Center Campus Bldg. B	Weekly	\$420.33
#16	LE0521	Lakeland Village Community Center Campus Bldg. C	Weekly	\$420.33
#17	LE0522	Lakeland Village Community Center Campus Bldg. D	Weekly	\$420.33
#18	LE0523	Lakeland Village Community Center Campus Bldg. E	Weekly	\$420.33
#19	LE0524	Perret Park	Weekly	\$2,715.45
#20	RV1078	Riverside County Innovation Center	Weekly	\$1,527.58
#21	RV1079	Chapel	Weekly	\$218.23
#22	RV1057	Veterans Administration	Weekly	\$559.00
#23	RV1056	Public Guardian Mental Health Bldg	Weekly	\$1,745.80
#24	RV1001	Bankruptcy Court	Weekly	\$777.23
#25	RV1003	District Court	Weekly	\$858.93
#26	RV0905	County Administrative Center	Weekly	\$1,391.05
#27	RV0901	Historic Courthouse	Weekly	\$5,155.70
#28	RV0955	Coroner (unoccupied)	Weekly	\$654.68
#29	RV0932	Fleet Services	Weekly	\$1,759.78
#30	RV1017	Former Public Defender	Weekly	\$968.58
#31	RV0996	Law Office of Public Defender	Weekly	\$218.23
#32	RV1058	Downtown Law Building	Weekly	\$422.48
#33	RV0906	Transportation Land Management	Weekly	\$375.18
#34	RV0944	Law Library	Weekly	\$395.60
#35	BA0101	Mid County DA Office (Front)	Weekly	\$348.30
#36	BA0170	Mid County DA Office (Back)	Weekly	\$210.70
#37	BA0153-A	Smith Correctional Facility Parking Lot	Weekly	\$184.90
#38	BA0153-B	Smith Correctional Facility Gas Station & Car Wash	Weekly	\$419.25
#39	CB3110	Fleet Services Vending Building	Weekly	\$634.25

EXHIBIT C

Site Maps

*MAPS NOT TO SCALE *

*CONTRACTOR RESPONSIBLE FOR VERIFYING SQUARE FOOTAGE**

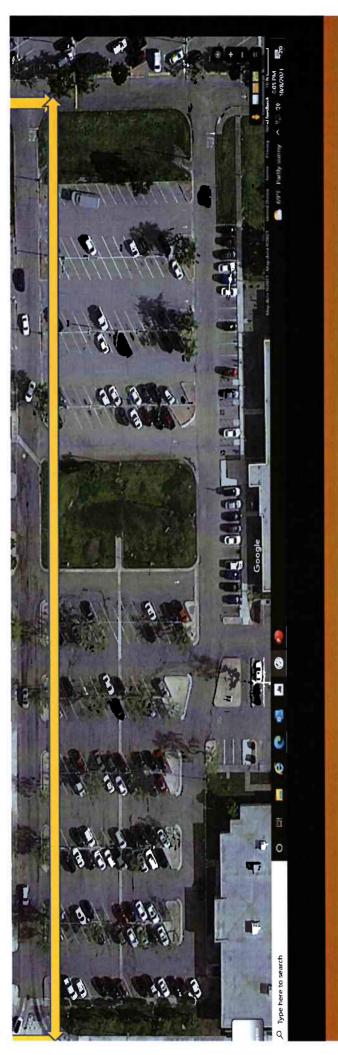
41 PAGES TO BE ADDED

Site Maps

EXHIBIT C

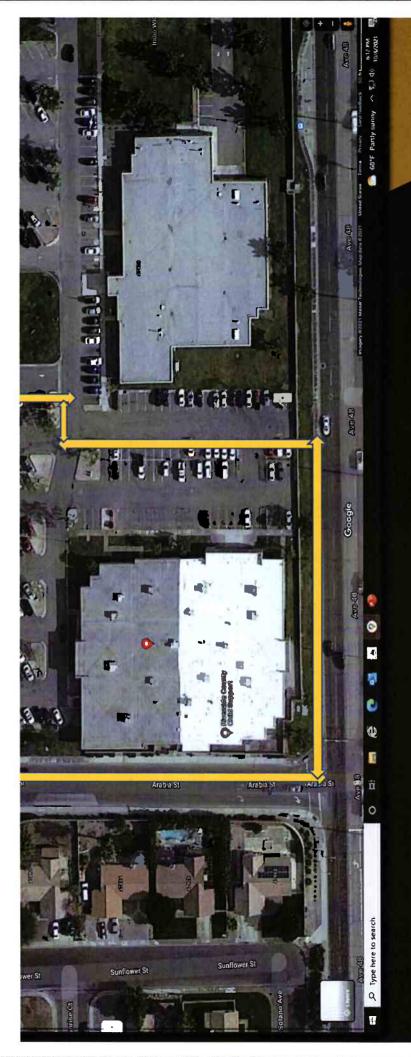
Maps not to scale

Contractors responsibility to verify square footage



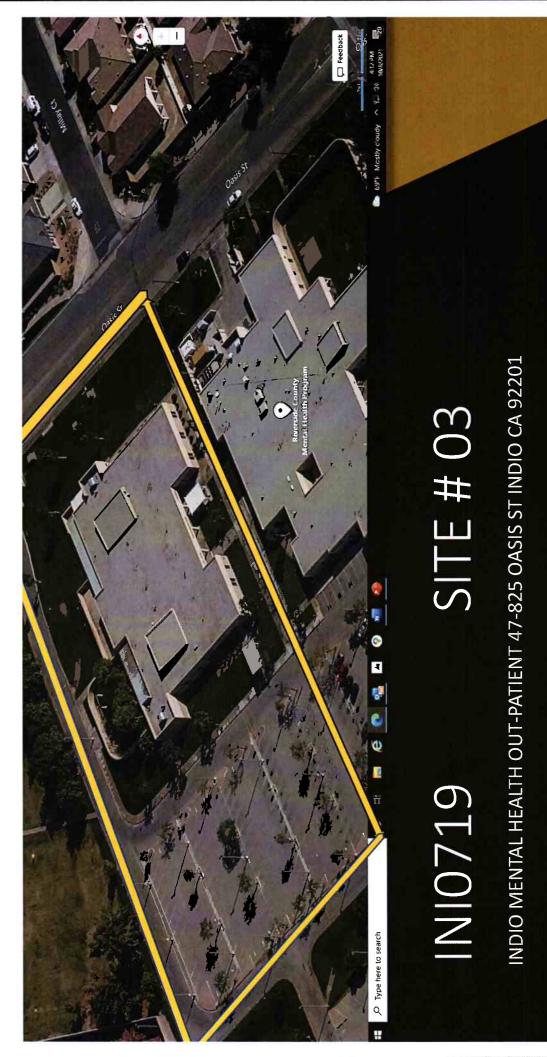
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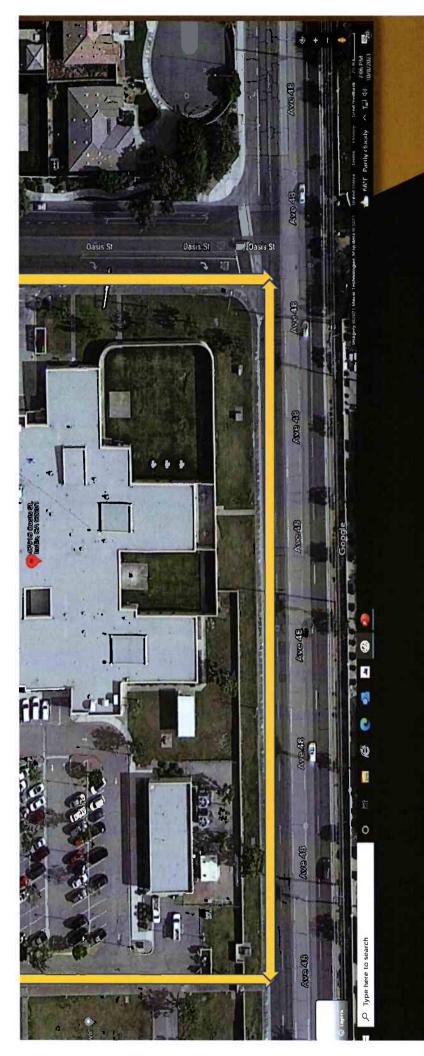
ADULT PROBATION 47-940 ARABIA ST INDIO CA 92201



SITE # 02 IN0738

ENVIROMENTAL HEALTH ARABIA ST INDIO CA 92201





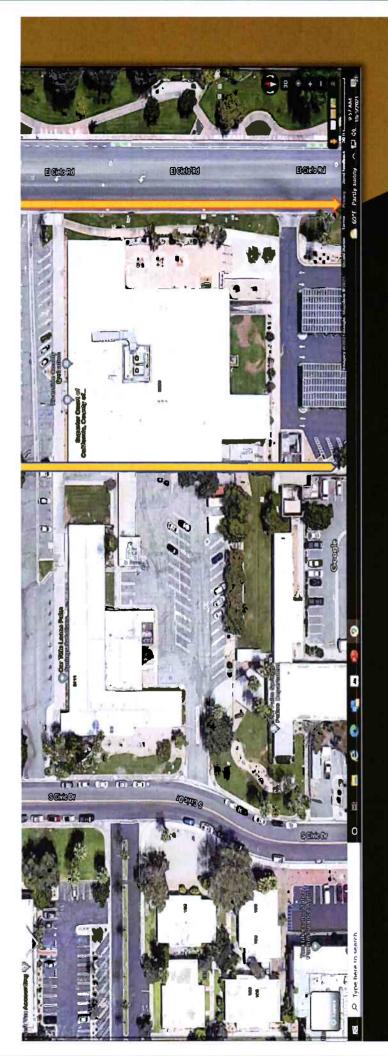
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MENTAL HEALTH IN-PATIENT 47-915 OASIS ST INDIO CA 92201



SITE # 05 IN0717

RIVERSIDE COUNTY HEALTH CLINIC 47-923 OASIS ST INDIO CA 92201



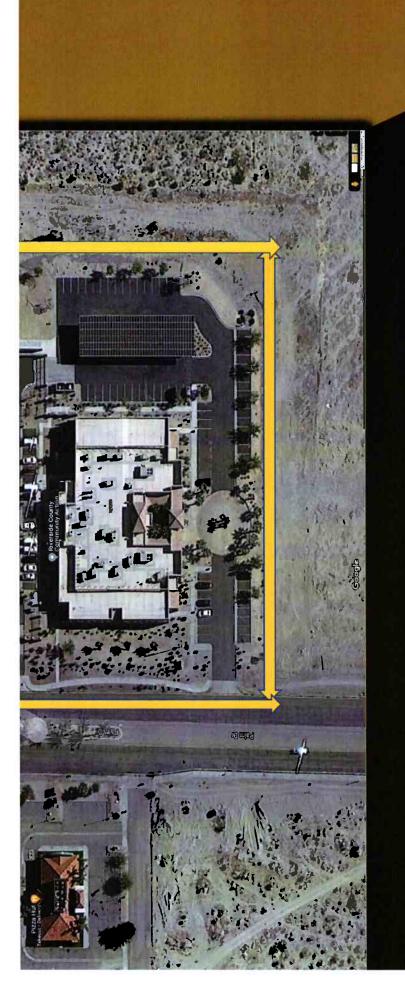
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PALM SPRINGS CAC 3255 E TAHQUITZ CANYON WAY PALM SPRINGS CA 92262



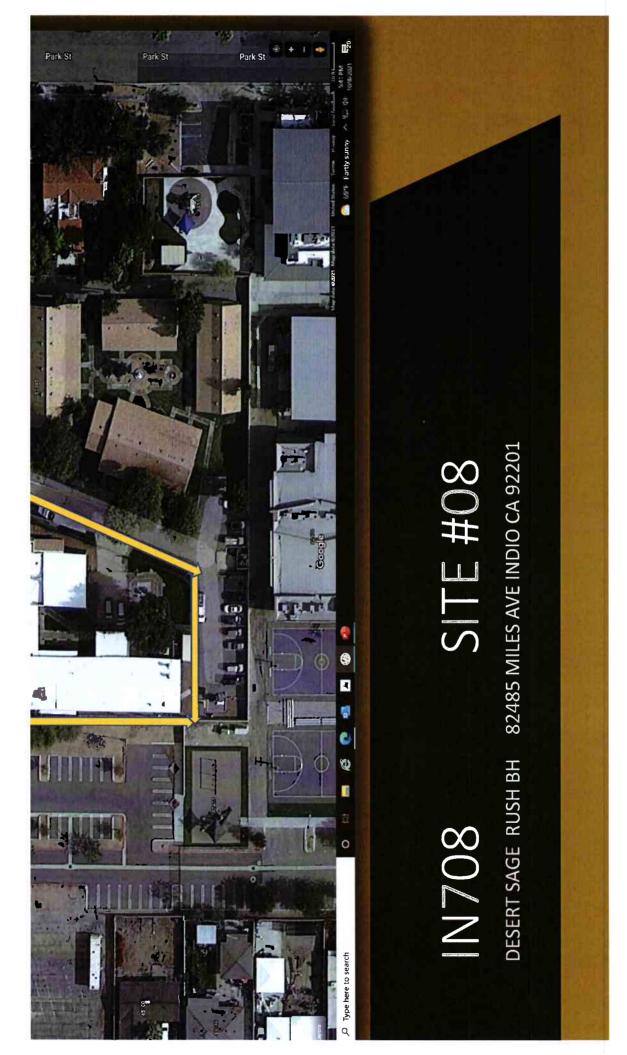
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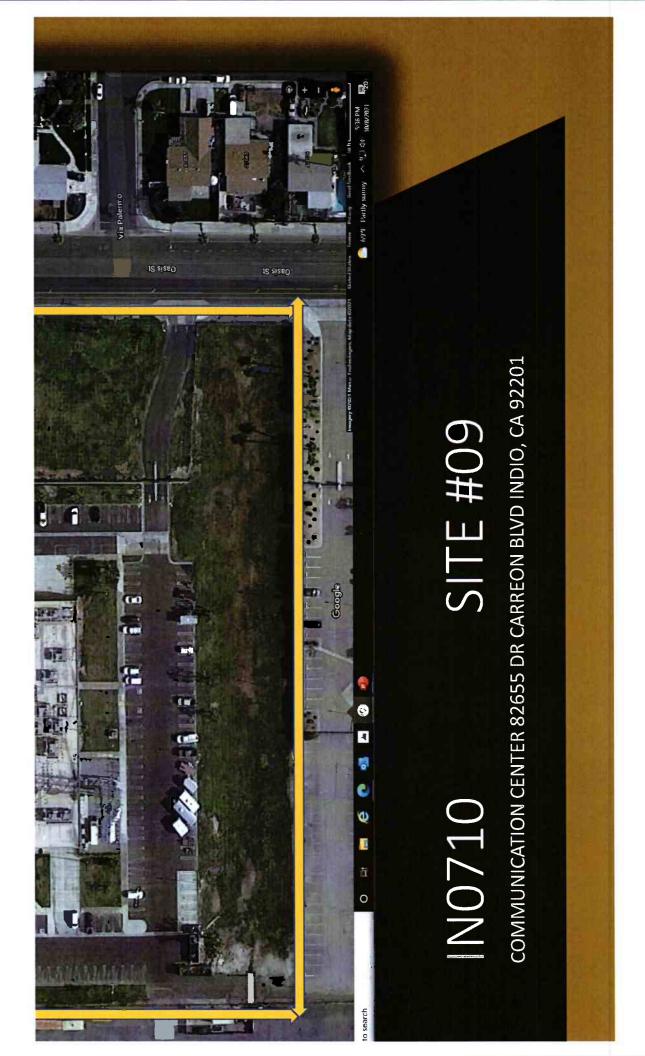
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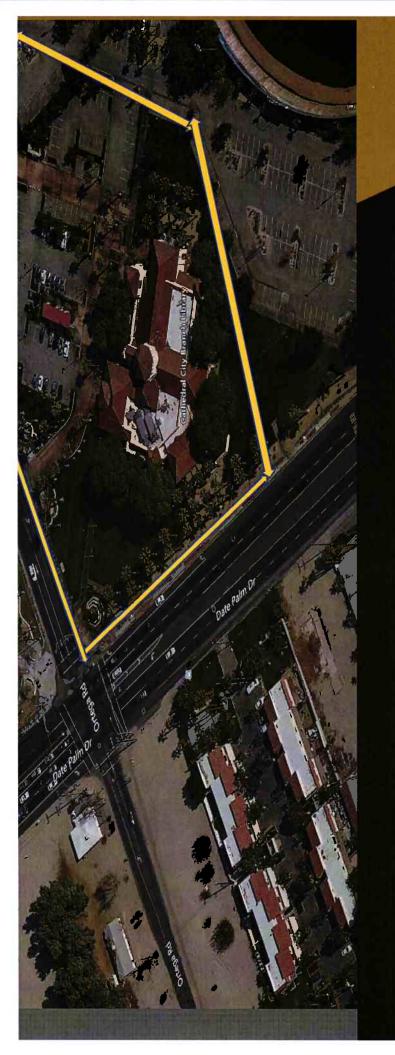


SITE #07 DH1705

DHS CLINIC /WIC 14320 DATE PALM DRIVE DESERT HOT SPRINGS CA 92240







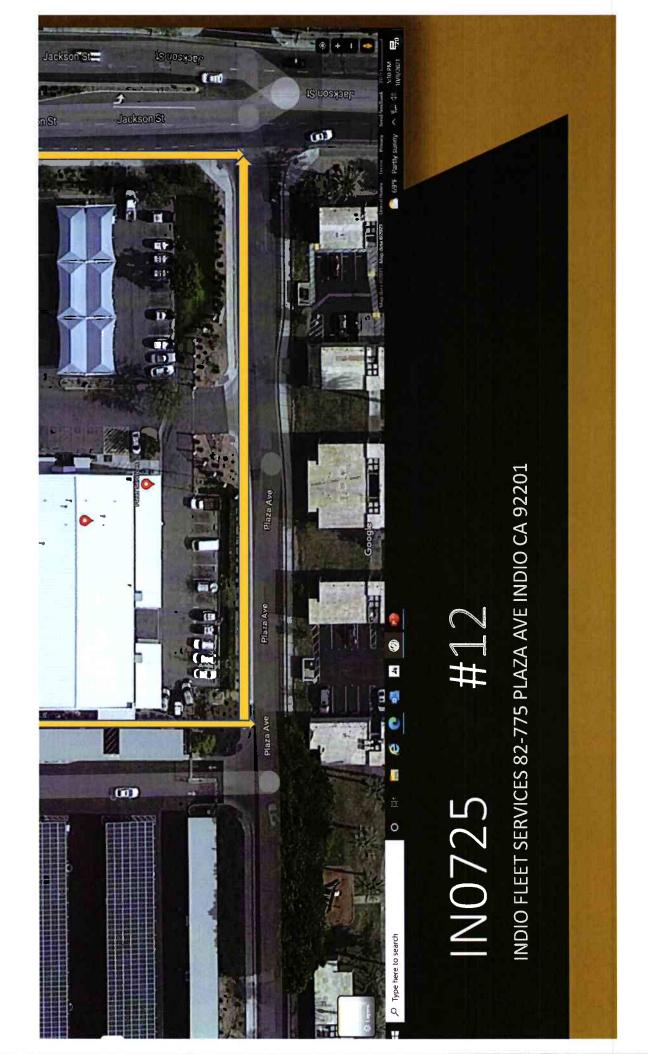
SITE# 10 CC1803

CATHERDRAL CITY LIBRARY 33520 DATE PALM DRIVE CATHEDRAL CITY CA 92234



SITE #11 TP4503

THOUSAND PALMS LIBRARY 31-189 ROBERT ROAD THOUSAND PALMS CA 92276





SITE #13 1N0707

FACILITIES MANAGEMENT 46-263 OASIS ST INDIO 92201



SITE # 14 LE0519

FACILITIES MANAGEMENT -Lakeland Village Community Center Campus Bldg. A

16275 Grand Ave, Lake Elsinore, CA 92530



LE0520

SITE # 15

FACILITIES MANAGEMENT -Lakeland Village Community Center Campus Bldg. B 16275 Grand Ave, Lake Elsinore CA 92530



SITE # 16

LE0521

FACILITIES MANAGEMENT -Lakeland Village Community Center Campus Bldg. C

16275 Grand Ave, Lake Elsinore CA 92530



SITE # 17 LE0522

FACILITIES MANAGEMENT -Lakeland Village Community Center Campus Bldg. D

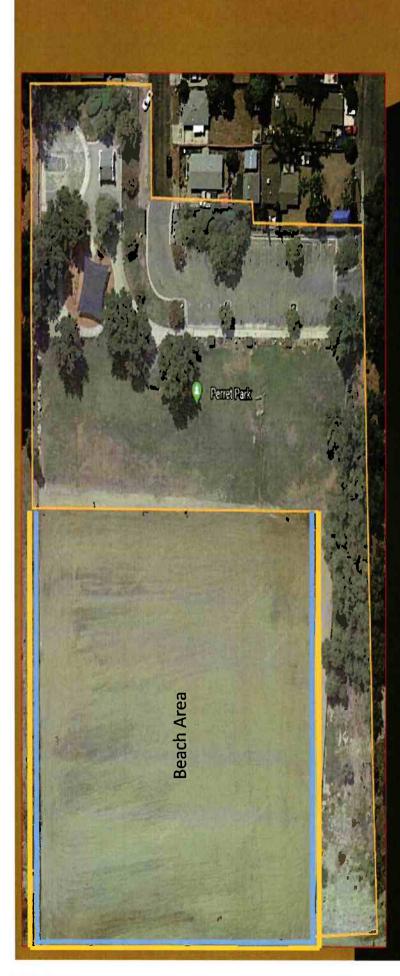
16275 Grand Ave, Lake Elsinore CA 92530



LE0523

SITE # 18

FACILITIES MANAGEMENT -Lakeland Village Community Center Campus Bldg. E 16275 Grand Ave, Lake Elsinore CA 92530



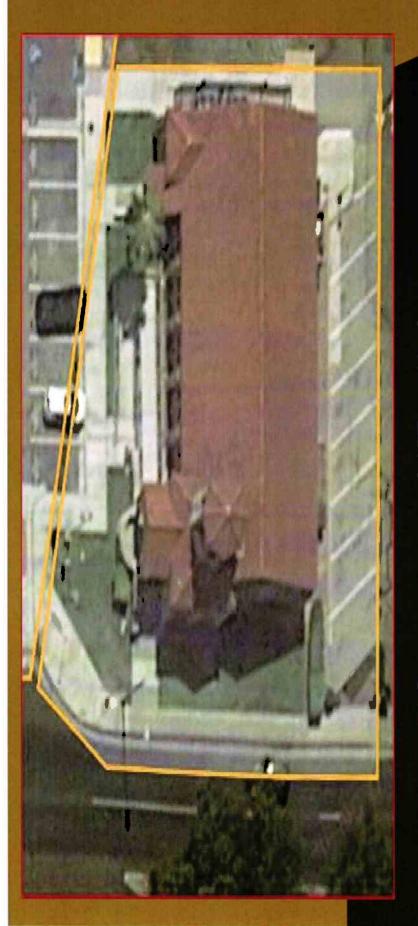
SITE # 19 LE0524

FACILITIES MANAGEMENT -Perret Park 32938 Perret Blvd, Lake Elsinore, CA 92530



SITE # 20 **RV1078**

FACILITIES MANAGEMENT -Riverside County Innovation Center 3450 14st., Riverside CA 92501



RV1079

SITE # 21

FACILITIES MANAGEMENT -Chapel 3572 14th St., Riverside CA 92501



SITE # 22 RV1057

FACILITIES MANAGEMENT - Veterans Administration

4342 Orange St., Riverside CA 92501



SITE # 23 RV1056

FACILITIES MANAGEMENT - Public Guardian Mental Health Bldg 3625 14th St., Riverside CA 92501



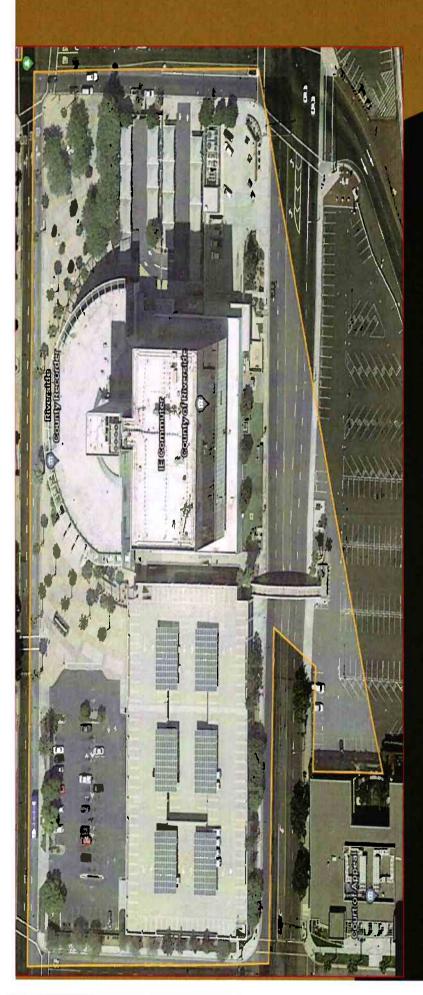
SITE # 24 RV1001

FACILITIES MANAGEMENT - Bankruptcy Court 3420 12th St, Riverside CA 92501



SITE # 25

FACILITIES MANAGEMENT - District Court 3470 12th St, Riverside CA 92501



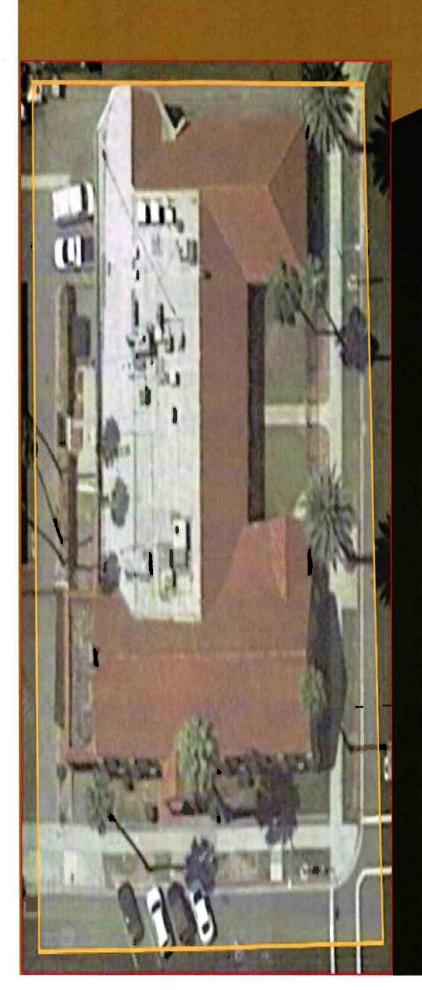
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FACILITIES MANAGEMENT - Riverside County Administrative Center 4080 Lemon St., Riverside CA 92501



SITE # 27 RV0901

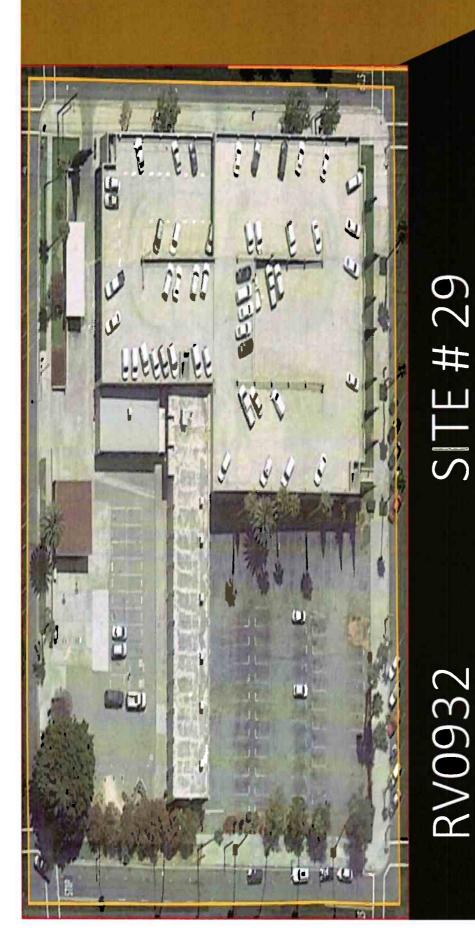
FACILITIES MANAGEMENT - Historic Court House 4050 Main St., Riverside CA 92501



SITE # 28 RV0955

FACILITIES MANAGEMENT - Coroner (unoccupied)

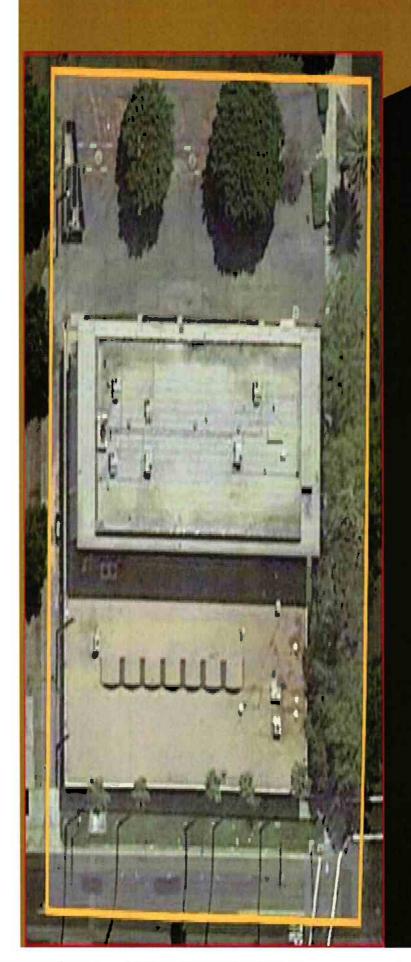
3610 11th St., Riverside CA 92501



SITE # 29

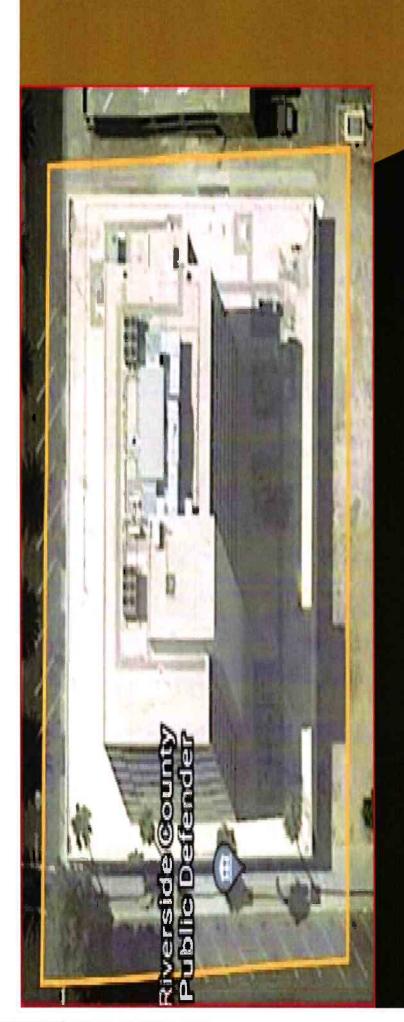
FACILITIES MANAGEMENT - Fleet Services

4293 Orange St., Riverside CA 92501



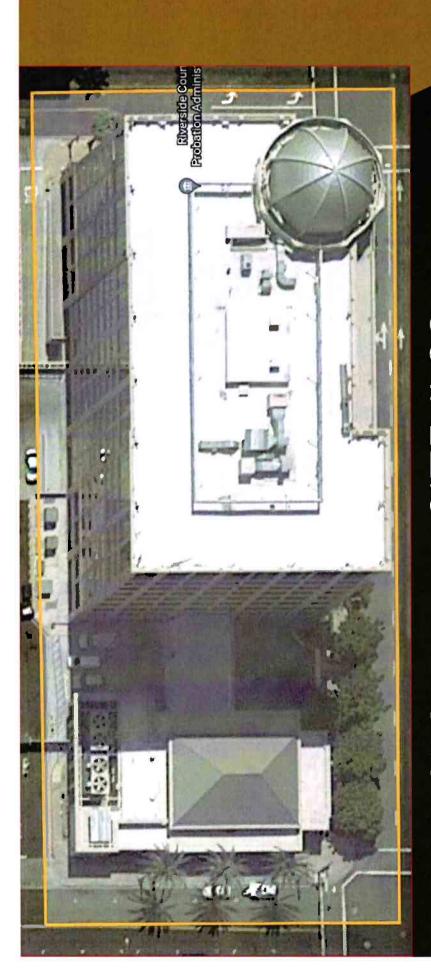
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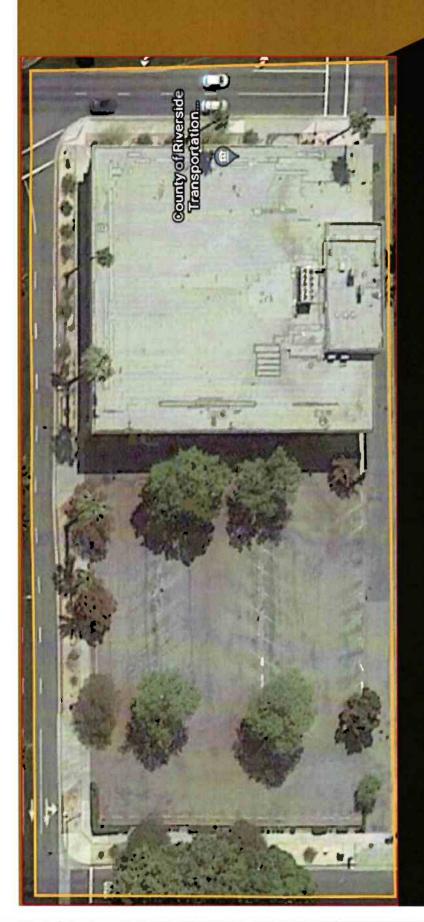
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FACILITIES MANAGEMENT - Law Office of Public Defender 4075 Main St., Riverside CA 92501



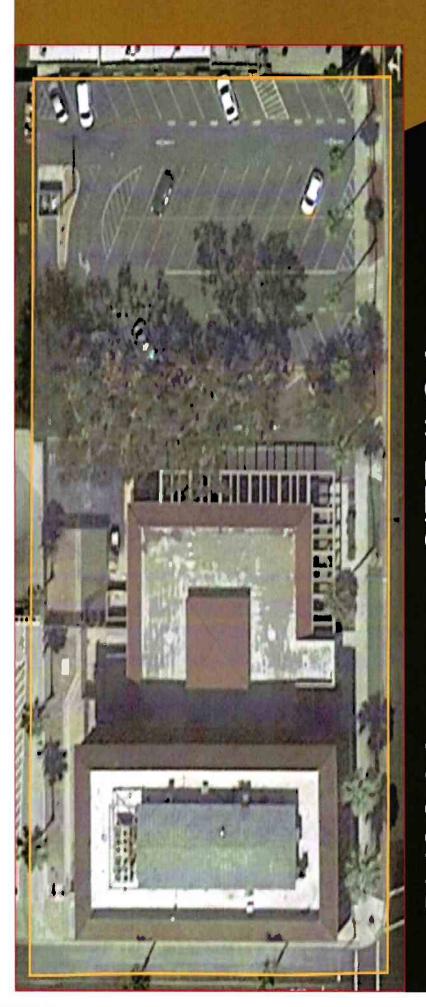
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FACILITIES MANAGEMENT - Downtown Law Building 3960 Orange St., Riverside CA 92501



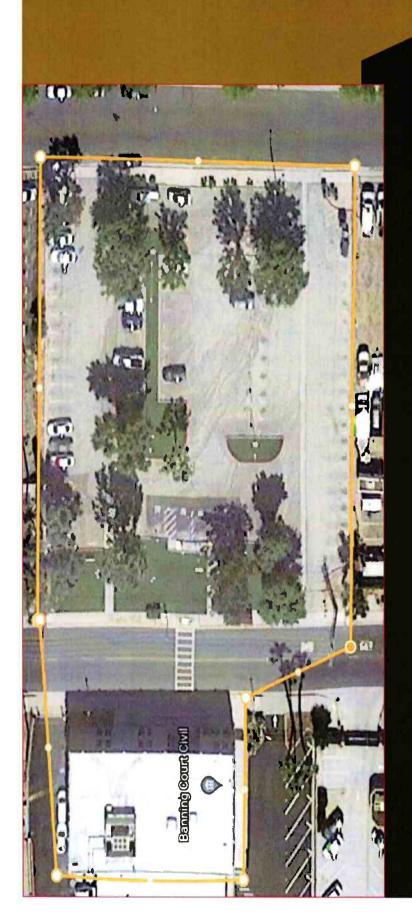
SITE # 33 RV0906

FACILITIES MANAGEMENT - Transportation Land Management 3525 14th St., Riverside CA 92501



SITE # 34 RV0944

FACILITIES MANAGEMENT - Law Library 3535 10th St., Riverside CA 92501



SITE # 35 BA0101

FACILITIES MANAGEMENT - Mid County DA Office (Front)

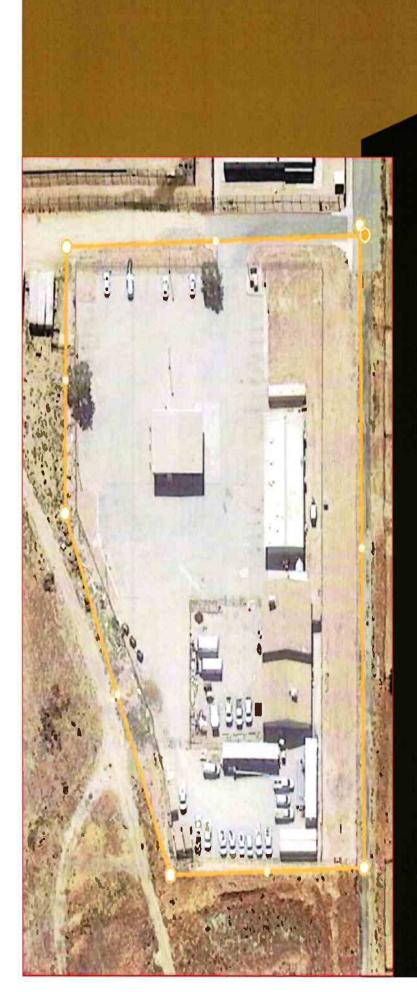
135 Alessandro Road, Banning 92220



SITE # 36 BA0170

FACILITIES MANAGEMENT - Mid County DA Office (Back)

155 E. Hays Street, Banning 92220



SITE # 37 BA0153-A

FACILITIES MANAGEMENT - Smith Correctional Facility Parking Lot

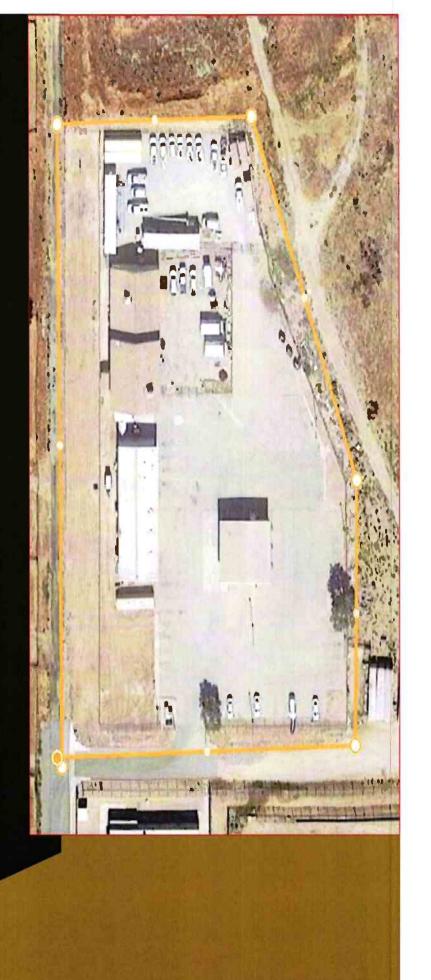
1627 S. Hargrave Street, Banning 92220



SITE # 38 BA0153-B

FACILITIES MANAGEMENT - Smith Correctional Facility Gas Station & Car Wash

1627 S. Hargrave St., Banning 92220



CB3110

SITE # 39

FACILITIES MANAGEMENT - Fleet Service Vending Building 50208 Main Street, Cabazon 92230