

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



**ITEM: 3.19
(ID # 19446)**

MEETING DATE:
Tuesday, September 20, 2022

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and Approve the Professional Services Agreements with Mariposa Landscape, Inc. and Cal Dreamscape Landscape, Co. to Extend the Landscape Services Agreement for One (1) Year. All Districts; [Total Cost - \$301,797; Up to \$60,359 in Additional Compensation - 100% Sheriff's Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Professional Services Agreements for Landscaping Services with Mariposa Landscape, Inc. and Cal Dreamscape Landscape, Co. (Agreements) to extend the terms of the Agreements through June 30, 2023 for a total aggregate amount of \$301,797, and authorize the Chair of the Board of Supervisors to sign the Agreements on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance 459, based on availability of fiscal funding and as approved as to form by County Counsel (a) to sign amendments that exercise the options of each of the Agreements, including modifications of the Scope of Service that stay within the intent of each of the Agreements; (b) move the allocated funds between the two Agreements; (c) and sign amendments to the compensation provisions that do not exceed the sum total of twenty (20) percent of the total amount of \$301,797 for both vendors combined.


ACTION:Policy


Joseph Belli 9/1/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, Perez and Hewitt
Nays: None
Absent: Spiegel
Date: September 20, 2022
xc: Sheriff

Kecia R. Harper
Clerk of the Board
By: 
Deputy



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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 301,797	\$ 0	\$ 301,797	\$ 0
NET COUNTY COST	\$ 301,797	\$ 0	\$ 301,797	\$ 0
SOURCE OF FUNDS: 100% Sheriff's Budget			Budget Adjustment: No	
			For Fiscal Year: 22/23	

C.E.O. RECOMMENDATION: Approve

3.26 9/15/20

BR# 23-004

BACKGROUND:

Summary

On January 7, 2020, Minute Order 3.23, the Board of Supervisors granted the Sheriff's Department the authority and flexibility as an "Authorized Entity," defined in County Board of Supervisors Policy B-11, to manage the operation costs related to landscape maintenance, janitorial services, and public work projects at Sheriff's facilities.

The Sheriff's Department is requesting approval to extend the Landscape Services Agreements for one (1) year with Cal Dreamscape Landscape, Co. and Mariposa Landscape, Inc. for another fiscal year to allow for time to conduct a new bid. The current agreements provide landscape maintenance services to twenty-four (24) facilities.

Price Reasonableness

On September 15, 2020, Minute Order 3.26, the Board approved the Sheriff's Department to piggyback on contracts with Cal Dreamscape Landscape, Co. and Mariposa Landscapes, Inc. for general lawn care services. Both vendors selected were approved through previous County bids as shown below.

Contracted Vendors	Bid #	Contract ID #
Mariposa Landscapes Inc	PKARC-228	PKARC-98836-022-3/23
Cal Dreamscape Landscaping	FMARC-268	FMARC-98836-001-04/23

The Sheriff's Department reached out to both vendors to request a contract extension, and both vendors accepted and provided their new cost. Based on the current market in which the cost for fuel, good and services has increased, the Sheriff's Department worked with the vendors and accepted a contract increase of 8%. The vendors have maintained their service cost for the last two fiscal years.



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Between both Agreements, the Sheriff's Department is requesting to spend a combined total of \$301,797 per year for general lawn care services, and an additional twenty (20%) contingency in amount of \$60,359 to cover any additional labor/service as needed.

Impact on Residents and Businesses

The approval of these Agreements will provide the most efficient delivery of landscape maintenance services, while promoting business opportunities for local vendors. These services not only provide aesthetic and environmental value, they also support the efforts, guidelines and practices under the Water Quality Management Plans and the State Water Resource Control Board.



Suzanna Hackley, Assistant Director of Purchasing and Fleet Service

8/1/2022



Rebecca S. Cortez, Principal Management Analyst

9/12/2022



Synthia M. Guzzel, Chief Deputy County Counsel

8/31/2022



PROFESSIONAL SERVICES AGREEMENT

for

LANDSCAPING SERVICES

between

COUNTY OF RIVERSIDE

and

MARIPOSA LANDSCAPES, INC.





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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. 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 that 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. Period of Performance

2.1 This Agreement shall be effective as of July 1, 2022 (the "Effective Date") and continues in effect through June 30, 2023, with option to renew for one (1) additional year through written amendment, unless terminated earlier. CONTRACTOR shall commence performance on Effective Date 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, documents and reports received, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR under this Agreement shall not exceed one hundred eighty thousand three hundred and twelve dollars (\$180,312) 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 term 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 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 Sheriff's Department
P.O. Box 592
Riverside, CA 92502

- 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 (SHARC-98889-002-06/23) quantities; item/service 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 Code, 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



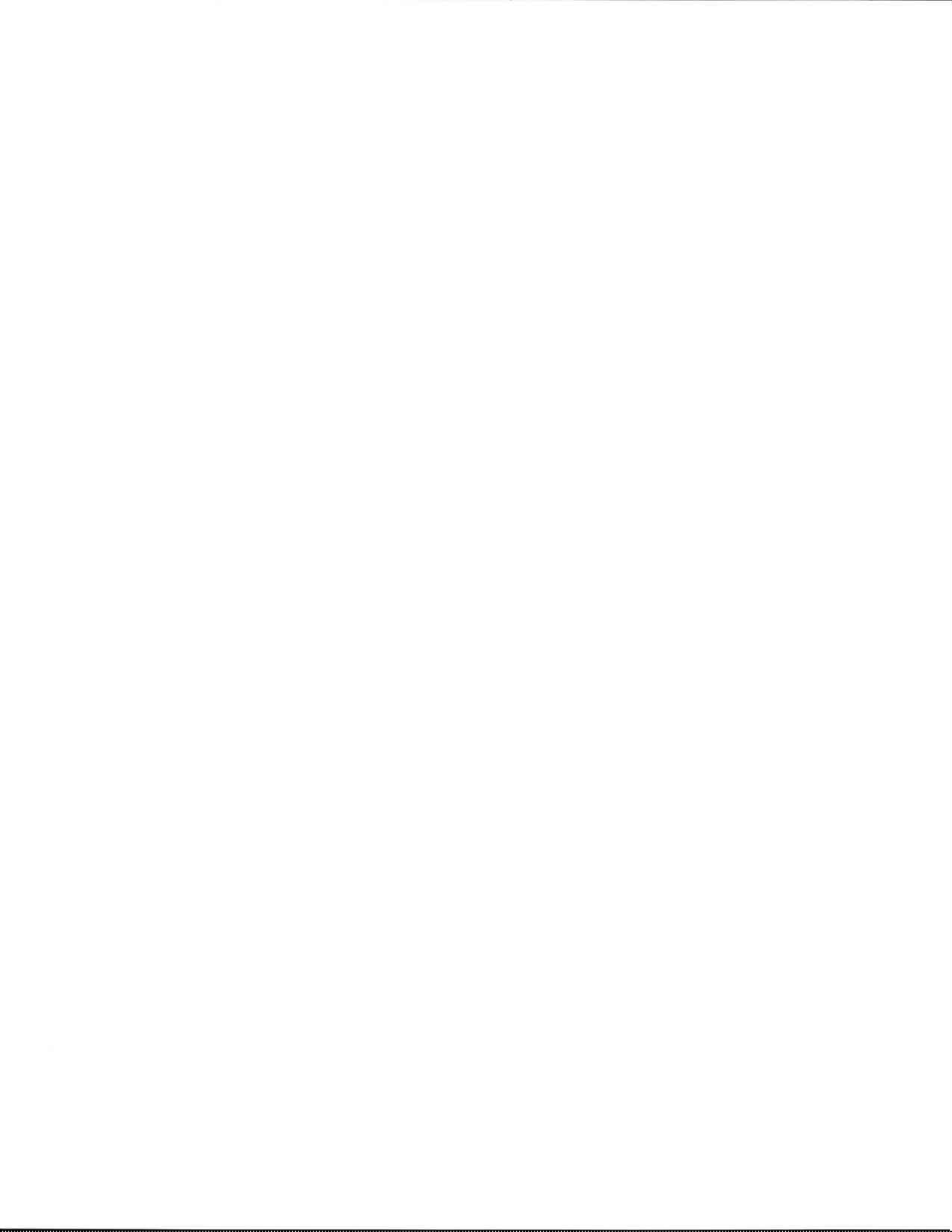
employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed 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

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 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. 12101 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 Sheriff, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department shall also serve as a 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:

COUNTY OF RIVERSIDE

Riverside County Sheriff's Department
4095 Lemon Street
Riverside, CA 92501
Attn: Purchasing Unit

CONTRACTOR

Mariposa Landscapes Inc.
15529 Arrow Highway
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. 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. Professional Liability:

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

E. 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 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 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. 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.

23.13 If prevailing wages are required to be paid, CONTRACTOR shall hire a qualified professional firm to review and monitor prevailing wage compliance for all submissions of certified pay rolls to COUNTY. In the event that the work requires prevailing wages, CONTRACTOR shall comply with, and shall require its contractors and subcontractors performing work to pay prevailing wages, use skilled and trained workforce, and adhere to any applicable labor regulations and State laws in connection with the work performed under this Agreement, including by not limited to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code, and Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code. CONTRACTOR agrees and acknowledges that it is the responsibility of CONTRACTOR to obtain a legal determination, at CONTRACTOR's sole cost and expense, as to whether prevailing wages must be paid for the work performed under this Agreement. If the work is subject to prevailing wages, then CONTRACTOR shall be solely responsible to pay its employees, contractors and subcontractors the required prevailing wages rates. CONTRACTOR agrees to indemnify, defend, and hold COUNTY harmless from and against any and all liability arising out of and related to CONTRACTOR's failure to comply with any and all applicable prevailing wage requirements.

23.14 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. The Parties agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17). The Parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a

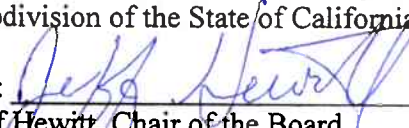


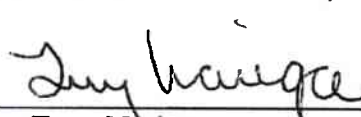
person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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

MARIPOSA LANDSCAPES, INC.

By: 
Jeff Hewitt, Chair of the Board
Board of Supervisors
Dated: SEP 20 2022

By: 
Name: Terry Noriega
Title: President/CEO
Dated: 8-29-22

ATTEST:

Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM
County Counsel

By: 
Amrit P. Dhillon

SEP 20 2022 13.19



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APPROVED AS TO FORM
County Counsel

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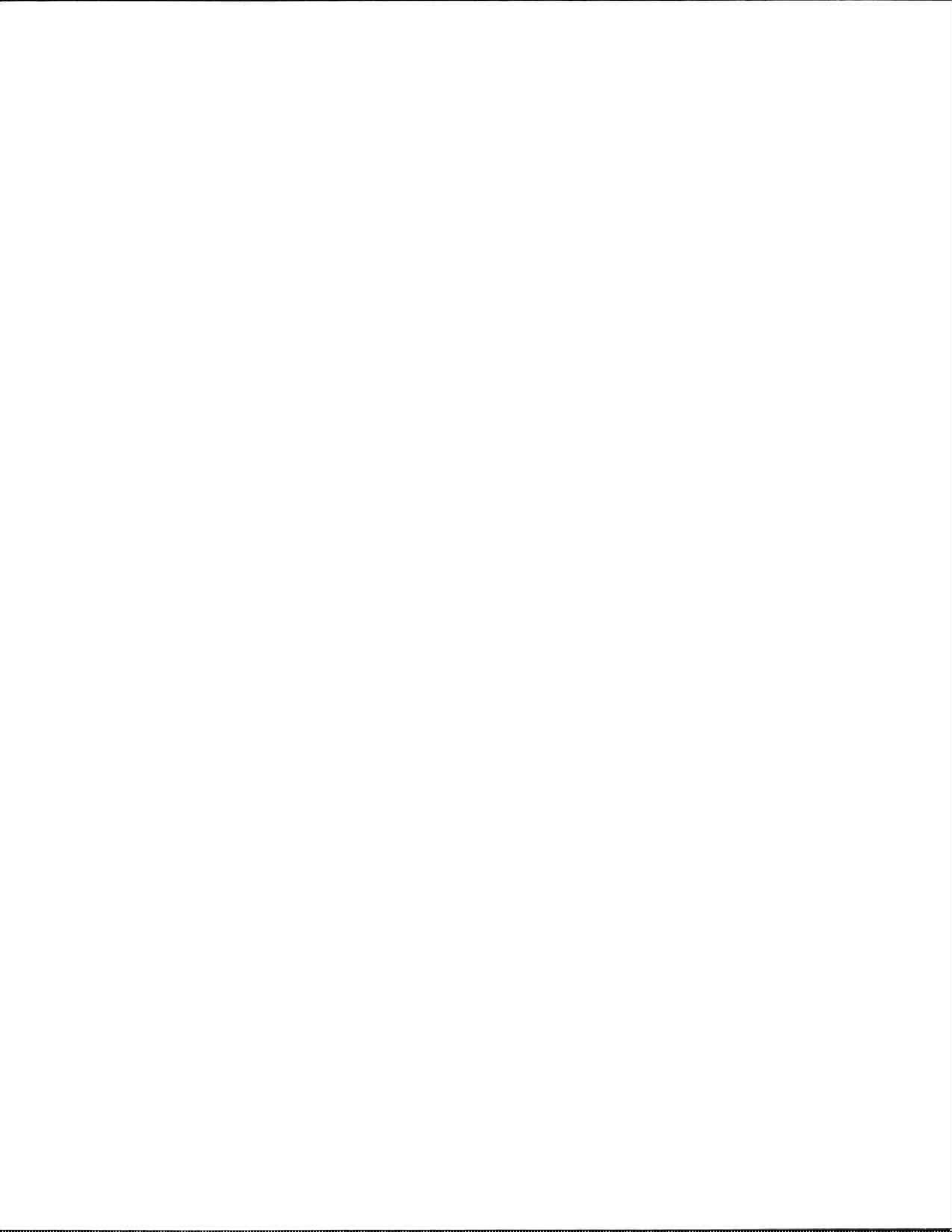


EXHIBIT A
SCOPE OF SERVICES

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.

A. SERVICE REQUIREMENTS

1. CONTRACTOR shall provide labor and onsite supervision at all times to carry out the work and shall ensure only competent workers who are skilled in the type of work specified are employed.
2. CONTRACTOR's employees and supervision shall have successfully passed a Live Scan and Level One security clearance background check through the RCSD to enter site. Proof of completion MUST be provided to the Administrator prior to start of service.
 - a. Level I Security Clearance: A level I security clearance is a status granted to individuals that have completed a background check, who may have unsupervised access to confidential information or access to restricted areas (i.e. any sheriffs facility). A level I security clearance background check is not as extensive/intrusive as a pre-employment background check but does meet California DOJ and FBI requirements. All level I security clearance background checks are conducted by Sheriffs Personnel.
 - b. Below outline the reasons why the Level 1 Security Clearance is necessary for CONTRACTOR's staff:
 - I. The California Government Code sections 15150 through 15167 states that the California Department of Justice (CA DOJ) shall maintain a statewide telecommunications system for the use of law enforcement agencies and only authorized law enforcement, criminal justice personnel or their lawfully authorized designees may use a CLETS terminal. Any information from the CLETS is confidential and for official use only. Access is defined as the ability to hear or view any information provided through the CLETS.
 - II. The California DOJ CLETS Policy directs that all persons, including non-criminal justice, volunteer personnel and private vendor technical or maintenance personnel with physical access to the CLETS equipment, information from the CLETS or to criminal offender record information, are required to undergo a background and fingerprint-based criminal offender record information searches pursuant to the California Code of Regulations, Title 11, Division 1, Chapter 7, Article 1, Subsections 703(d) and 707(b).
111. Pursuant to the FBI's Criminal Justice Information Services Division (CJIS) Security Policy section 4.5, if the fingerprint-based criminal offender record information search reveals a felony conviction of any kind, CLETS/NCIC access shall NOT be granted. If it is revealed that the person appears to be a fugitive or has an arrest history without conviction for a felony, the agency head or his/her designee will review the matter and decide if the CLETS/NCIC access is appropriate.



3. The CONTRACTOR agrees to advise the COUNTY, within twenty-four (24) hours, the name(s) of any employee(s) who are no longer employed by the CONTRACTOR but were once authorized to deliver product to any COUNTY Sheriff's facilities.

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 the request for repairs.

A1.2 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.

A1.3 Service scheduling MUST be made with the County of Riverside Sheriff's Project Manager(s) or designee prior to start of work.

Sheriff's Project Manager's information:

Remon Tadrous

Phone: (951) 955-5951

Email: rtadrous@riversidesheriff.org

A2. 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. CONTRACTOR uniforms may not be orange in color while servicing detention facilities.
- 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. 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. The County shall provide all utility services related to or required for the performance of this Agreement.

A4. 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. 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. 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. 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 follow Section A14. Organic Recycling Service to remove and dispose of the green waste 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. 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. 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 reseeded, 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 topsoil.

A10. 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. 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. 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 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.

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

- a. 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.
- b. 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.
- c. 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.
- d. Evergreen trees shall be thinned out and shaped when necessary to prevent wind and storm damage.
- e. 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.
- f. Minor pruning may be done at any time.
- g. 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. 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 All systems shall be operationally checked by CONTRACTOR immediately following each mowing to ensure that no damage was caused by the mowing.

A13.3 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.

A13.4 Parts: When services require parts, the COUNTY shall have the option of providing the parts or having the CONTRACTOR provide the parts.

A14. ORGANIC RECYCLING SERVICE

The Department of Resources Recycling and Recovery establishes an integrated waste management program that requires each county and city to prepare and submit to the department a countywide integrated waste management plan. This requires a business that generates a specified amount of organic waste per week to arrange for recycling services for that organic waste in a specified manner. Organic waste shall refer to green waste, landscaping and pruning waste, and nonhazardous wood.

Compliance with Law: CONTRACTOR shall perform Contract Services in accordance with all the laws governing the safe Collection, transport, Recycling, and disposal of Residential and Commercial Solid Waste, including but not limited to AB 341, 939 and AB 1826, SB 1383, Recovered Conservation and Recovery Act (RCRA), and Comprehensive Environmental Response Compensation and Liability Act (CERCLA). Organic waste is to be recycled for compliance with California regulations. CONTRACTOR will remove landscape trimmings and cuttings and place them in an Organic Waste recycling container, or Organic Waste must be removed from property by CONTRACTOR and Organic Waste and its contents shall be transported to a facility that recovers source separated Organic Waste.

Initiation of Organic Waste Recycling Services: CONTRACTOR shall provide organic waste recycling service upon request by any facility serviced under the Purchase Order, not limited only to facilities meeting the following threshold requirements:



Effective Date	Compliance Threshold (waste generated per facility/per week)
April 1, 2016	8 cubic yards or more of organic waste
January 1, 2017	4 cubic yards or more of organic waste
January 1, 2019	4 cubic yards or more of solid waste
Summer/Fall 2021*	2 cubic yards or more of solid waste

* CalRecycle determination; effective date and/or threshold requirement subject to change.

Organic waste recycling services shall be defined as: Source-separated organic waste collection taken to an organic waste processing and/or recycling facility approved by the County OR Mixed organic waste collection taken to a mixed waste processing facility approved by the County that removes organic waste from the mixed waste collection stream for processing and/or recycling.

A15. 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 discontinued the use of any equipment or tools that in the opinion of said representatives are not in an acceptably safe and usable condition.

A16. 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. 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 audit 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. 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.

A19. INSURANCE

CONTRACTOR is required to maintain applicable insurance coverage throughout the period of



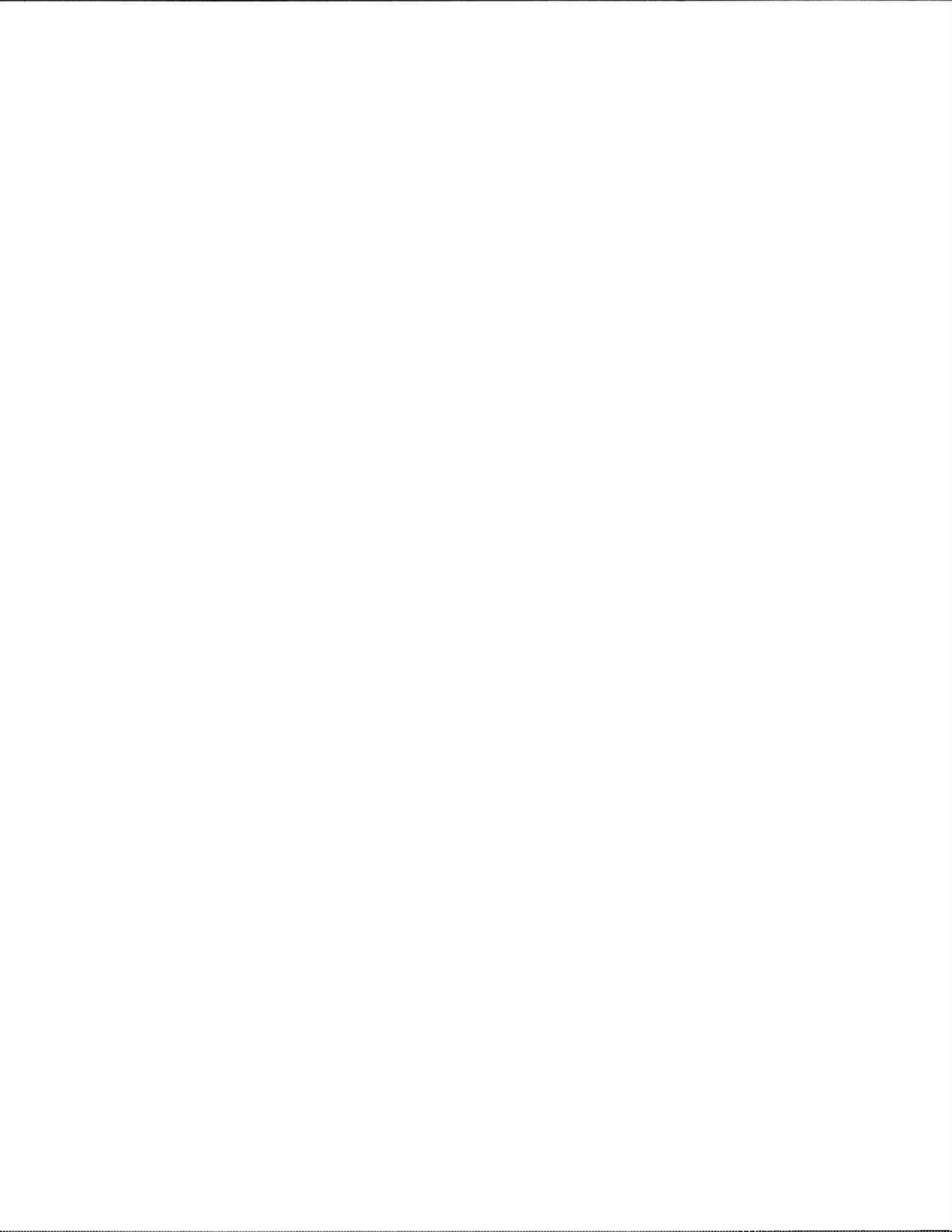
performance of the agreement.

A20. 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.

A.21 AGREEMENT EXCLUSIVITY

This is not an exclusive Agreement. The COUNTY reserves the right to enter into an agreement with other CONTRACTORS for the same or similar services. The COUNTY does not guarantee or represent that the CONTRACTOR will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis, under the terms of this Agreement.



**EXHIBIT B
PAYMENT PROVISIONS**

A. Pricing for Sheriff's Facilities: Pricing provided includes travel, labor, vehicle, fuel, and any operating expenses required to perform the services.

Location/Station	Service Address	Weekly Service		Per Service	
		Monthly Total	Yearly Total	Tri-Qtr Total	Yearly Total
Blythe Station & Blythe Jail	260 N Springs Street, Blythe, CA 92225	\$ 549.51	\$ 6,594.12		
Blythe Range	16350 W Hobsonway, Blythe, CA 92225	\$ 1,482.39	\$ 17,788.68		
Blythe PSEC (add)	249 N. Spring St., Blythe, CA 92225			\$ 612.48	\$ 1,837.44
Criminal Justice Building	4095 Lemon Street, Riverside, CA 92501	\$ 482.18	\$ 5,786.16		
Central Dispatch	7195 Alessandro Blvd, Riverside, CA 92506	\$ 1,218.49	\$ 14,621.88		
John Benoit Detention Center	82675 Highway 111, Indio, Ca. 92201	\$ 965.45	\$ 11,585.40		
La Quinta Range	58075 Jefferson Street La Quinta, CA 92253	\$ 1,216.32	\$ 14,595.84		
Palm Desert Station	73705 Gerald Ford Drive, Palm Desert, CA 92211	\$ 1,829.91	\$ 21,958.92		
Robert Presley Detention Center	4000 Orange Street, Riverside, CA 92501	\$ 426.09	\$ 5,113.08		
SIB	1500 Castellano Road, Riverside, CA 92509	\$ 837.30	\$ 10,047.60		
Smith Correctional Facility	1627 S Hargrave Street, Banning, CA 92220	\$ 3,179.80	\$ 38,157.60		
Thermal Station	86625 Airport Blvd, Thermal, CA 92274	\$ 2,085.12	\$ 25,021.44		
Thermal Aviation Area #1 (add)	86625 Airport Blvd, Thermal, CA 92274			\$ 1,165.32	\$ 3,495.96
Thermal Aviation Area #2 (add)	86625 Airport Blvd, Thermal, CA 92274			\$ 1,236.00	\$ 3,708.00
	Total	\$ 14,272.56	\$ 171,270.72	\$ 3,013.80	\$ 9,041.40

Annual Total Cost: \$180,312



B. PRICING FOR ADDITIONAL SERVICES

Service	Foreman Hourly Rate	Laborer Hourly Rate
Landscaping	\$45.00	\$38.00
Irrigation	\$65.00	\$38.00
Tree Trimming Service	\$85.00	\$75.00
Weed Abatement Service	No Bid	\$38.00



PROFESSIONAL SERVICES AGREEMENT

for

LANDSCAPING SERVICES

between

COUNTY OF RIVERSIDE

and

CAL DREAMSCAPE LANDSCAPE, CO.





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This Agreement, made and entered into this ____ day of _____, 2022, 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 that 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. Period of Performance

2.1 This Agreement shall be effective as of July 1, 2022 (the "Effective Date") and continues in effect through June 30, 2023, with option to renew for one (1) additional year through written amendment, unless terminated earlier. CONTRACTOR shall commence performance on Effective Date 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, documents and reports received, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR under this Agreement shall not exceed one hundred and twenty-one thousand four hundred and eighty-five dollars (\$121,485) 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 term 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 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 Sheriff's Department
P.O. Box 592
Riverside, CA 92502

- 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 (SHARC-98889-001-06/23) quantities; item/service 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 Code, 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

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 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. 12101 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 Sheriff, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department shall also serve as a 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:

COUNTY OF RIVERSIDE

Riverside County Sheriff’s Department
4095 Lemon Street
Riverside, CA 92501
Attn: Purchasing Unit

CONTRACTOR

Cal Dreamscape Landscape Company, Inc.
22421 Barton Rd# 289
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.

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. Professional Liability:

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

E. 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 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 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. 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.

23.13 If prevailing wages are required to be paid, CONTRACTOR shall hire a qualified professional firm to review and monitor prevailing wage compliance for all submissions of certified pay rolls to COUNTY. In the event that the work requires prevailing wages, CONTRACTOR shall comply with, and shall require its contractors and subcontractors performing work to pay prevailing wages, use skilled and trained workforce, and adhere to any applicable labor regulations and State laws in connection with the work performed under this Agreement, including by not limited to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code, and Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code. CONTRACTOR agrees and acknowledges that it is the responsibility of CONTRACTOR to obtain a legal determination, at CONTRACTOR's sole cost and expense, as to whether prevailing wages must be paid for the work performed under this Agreement. If the work is subject to prevailing wages, then CONTRACTOR shall be solely responsible to pay its employees, contractors and subcontractors the required prevailing wages rates. CONTRACTOR agrees to indemnify, defend, and hold COUNTY harmless from and against any and all liability arising out of and related to CONTRACTOR's failure to comply with any and all applicable prevailing wage requirements.

23.14 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. The Parties agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17). The Parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a



person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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

CAL DREAMSCAPE LANDSCAPE, CO.

By: _____
Jeff Hewitt, Chair of the Board
Board of Supervisors
Dated: _____

By: Kenneth Reed
Name: Kenneth Reed
Title: President/Secretary
Dated: 08/17/2022

ATTEST:

Kecia R. Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM
County Counsel

By: _____
Amrit P. Dhillon

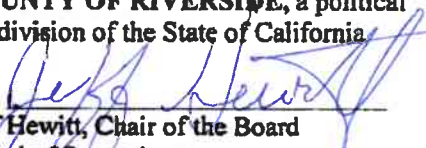



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CAL DREAMSCAPE LANDSCAPE, CO.

By: 
Jeff Hewitt, Chair of the Board
Board of Supervisors
Dated: SEP 20 2022

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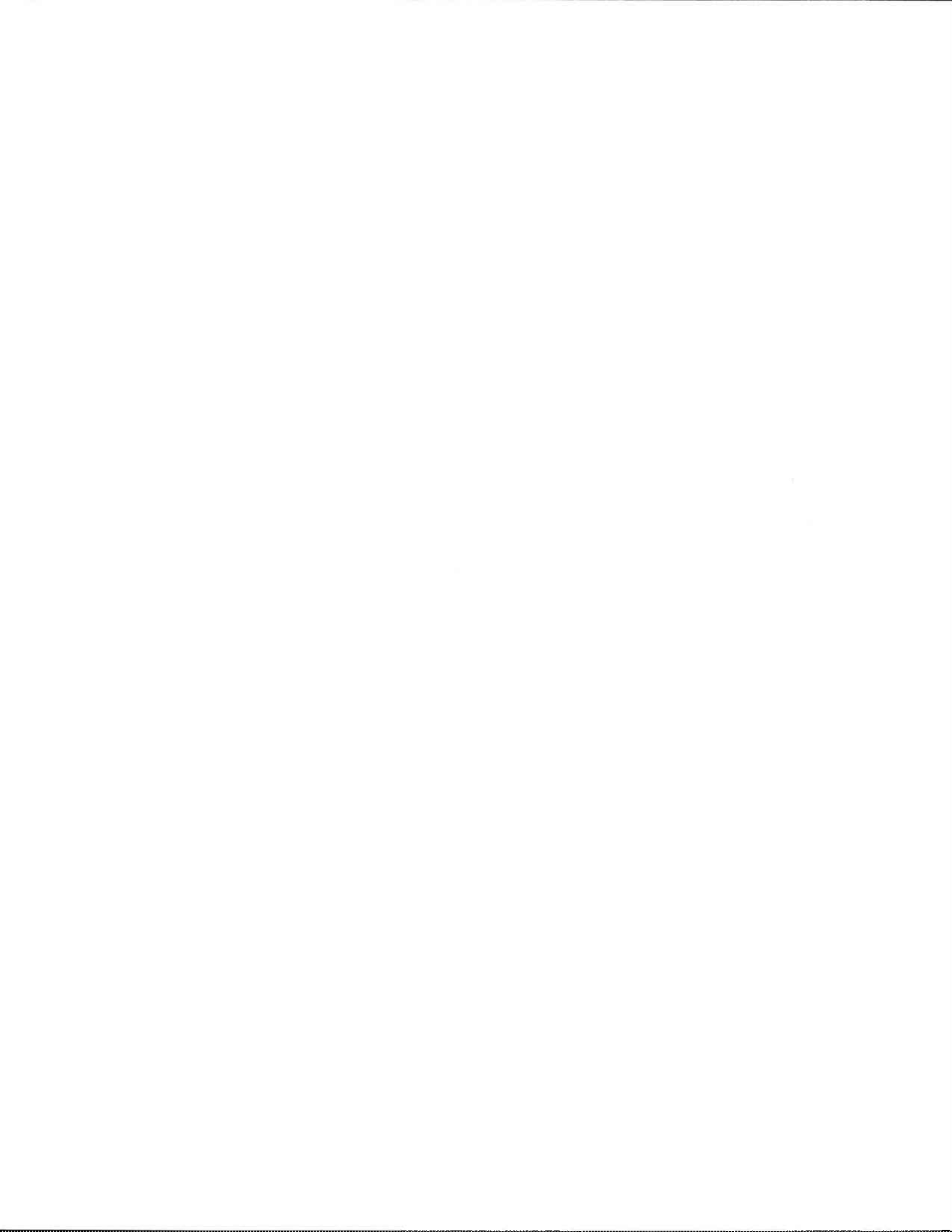


EXHIBIT A
SCOPE OF SERVICES

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.

A. SERVICE REQUIREMENTS

1. CONTRACTOR shall provide labor and onsite supervision at all times to carry out the work and shall ensure only competent workers who are skilled in the type of work specified are employed.
2. CONTRACTOR's employees and supervision shall have successfully passed a Live Scan and Level One security clearance background check through the RCSD to enter site. Proof of completion MUST be provided to the Administrator prior to start of service.
 - a. Level I Security Clearance: A level I security clearance is a status granted to individuals that have completed a background check, who may have unsupervised access to confidential information or access to restricted areas (i.e. any sheriffs facility). A level I security clearance background check is not as extensive/intrusive as a pre-employment background check but does meet California DOJ and FBI requirements. All level I security clearance background checks are conducted by Sheriffs Personnel.
 - b. Below outline the reasons why the Level 1 Security Clearance is necessary for CONTRACTOR's staff:
 - I. The California Government Code sections 15150 through 15167 states that the California Department of Justice (CA DOJ) shall maintain a statewide telecommunications system for the use of law enforcement agencies and only authorized law enforcement, criminal justice personnel or their lawfully authorized designees may use a CLETS terminal. Any information from the CLETS is confidential and for official use only. Access is defined as the ability to hear or view any information provided through the CLETS.
 - II. The California DOJ CLETS Policy directs that all persons, including non-criminal justice, volunteer personnel and private vendor technical or maintenance personnel with physical access to the CLETS equipment, information from the CLETS or to criminal offender record information, are required to undergo a background and fingerprint-based criminal offender record information searches pursuant to the California Code of Regulations, Title 11, Division 1, Chapter 7, Article 1, Subsections 703(d) and 707(b).
 - III. Pursuant to the FBI's Criminal Justice Information Services Division (CJIS) Security Policy section 4.5, if the fingerprint-based criminal offender record information search reveals a felony conviction of any kind, CLETS/NCIC access shall NOT be granted. If it is revealed that the person appears to be a fugitive or has an arrest history without conviction for a felony, the agency head or his/her designee will review the matter and decide if the CLETS/NCIC access is appropriate.



3. The CONTRACTOR agrees to advise the COUNTY, within twenty-four (24) hours, the name(s) of any employee(s) who are no longer employed by the CONTRACTOR but were once authorized to deliver product to any COUNTY Sheriff's facilities.

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 the request for repairs.

A1.2 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.

A1.3 Service scheduling **MUST** be made with the County of Riverside Sheriff's Project Manager(s) or designee prior to start of work.

Sheriff's Project Manager's information:

Remon Tadrous

Phone: (951) 955-5951

Email: rtadrous@riversidesheriff.org

A2. 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. CONTRACTOR uniforms may not be orange in color while servicing detention facilities.
- 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. 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. The County shall provide all utility services related to or required for the performance of this Agreement.

A4. 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. 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. 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. 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 follow Section A14. Organic Recycling Service to remove and dispose of the green waste 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. 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. 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 topsoil.

A10. 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. 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. 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 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.



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

- a. 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.
- b. 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.
- c. 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.
- d. Evergreen trees shall be thinned out and shaped when necessary to prevent wind and storm damage.
- e. 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.
- f. Minor pruning may be done at any time.
- g. 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. 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 All systems shall be operationally checked by CONTRACTOR immediately following each mowing to ensure that no damage was caused by the mowing.

A13.3 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.

A13.4 Parts: When services require parts, the County shall have the option of providing the parts or having the CONTRACTOR provide the parts.

A14. ORGANIC RECYCLING SERVICE

The Department of Resources Recycling and Recovery establishes an integrated waste management program that requires each county and city to prepare and submit to the department a countywide integrated waste management plan. This requires a business that generates a specified amount of organic waste per week to arrange for recycling services for that organic waste in a specified manner. Organic waste shall refer to green waste, landscaping and pruning waste, and nonhazardous wood.

Compliance with Law: CONTRACTOR shall perform Contract Services in accordance with all the laws governing the safe Collection, transport, Recycling, and disposal of Residential and Commercial Solid Waste, including but not limited to AB 341, 939 and AB 1826, SB 1383, Recovered Conservation and Recovery Act (RCRA), and Comprehensive Environmental Response Compensation and Liability Act (CERCLA). Organic waste is to be recycled for compliance with California regulations. CONTRACTOR will remove landscape trimmings and cuttings and place them in an Organic Waste recycling container, or Organic Waste must be removed from property by CONTRACTOR and Organic Waste and its contents shall be transported to a facility that recovers source separated Organic Waste.

Initiation of Organic Waste Recycling Services: CONTRACTOR shall provide organic waste recycling service upon request by any facility serviced under the Purchase Order, not limited only to facilities meeting



the following threshold requirements:

Effective Date	Compliance Threshold (waste generated per facility/per week)
April 1, 2016	8 cubic yards or more of organic waste
January 1, 2017	4 cubic yards or more of organic waste
January 1, 2019	4 cubic yards or more of solid waste
Summer/Fall 2021*	2 cubic yards or more of solid waste

* CalRecycle determination; effective date and/or threshold requirement subject to change.

Organic waste recycling services shall be defined as: Source-separated organic waste collection taken to an organic waste processing and/or recycling facility approved by the County OR Mixed organic waste collection taken to a mixed waste processing facility approved by the County that removes organic waste from the mixed waste collection stream for processing and/or recycling. Upon request, the CONTRACTOR is to provide written proof of receipt of organic waste materials by an authorized recycling facility.

A15. 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 discontinued the use of any equipment or tools that in the opinion of said representatives are not in an acceptably safe and usable condition.

A16. WARRANTY

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

A17. 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 audit 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. 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.

A19. INSURANCE

CONTRACTOR is required to maintain applicable insurance coverage throughout the period of performance of the agreement.

A20. 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.

A.21 AGREEMENT EXCLUSIVITY

This is not an exclusive Agreement. The COUNTY reserves the right to enter into an Agreement with other CONTRACTORS for the same or similar services. The COUNTY does not guarantee or represent that the CONTRACTOR will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis, under the terms of this Agreement.



**EXHIBIT B
PAYMENT PROVISIONS**

A. PRICING FOR SHERIFF'S FACILITIES: Pricing provided includes travel, labor, vehicle, fuel, and any operating expenses required to perform the service.

Location/Station	Service Address	Weekly Service		Bi-Weekly		Per Service	
		Monthly Total	Year Total	Monthly Total	Year Total	Tri-Qtr Total	Year Total
Ben Clark Training Center	16791 Davis Avenue, Riverside, CA 92518	\$ 1,060	\$ 12,720				
Cabazon Station	50290 Main Street, Cabazon, CA 92230			\$ 745	\$ 8,940		
Coroner	800 S Redlands Avenue, Perris, CA 92570	\$ 1,055	\$ 12,660				
Southwest Station & Cois Byrd Detention Center	30755-B Auld Road, Murrieta, CA 92563			\$ 895	\$ 10,740		
Southwest Station (add)	30755-B Auld Road, Murrieta, CA 92563					\$ 1,765	\$ 5,295
Cois Byrd Detention Center (add)	30755-B Auld Road, Murrieta, CA 92563					\$ 1,765	\$ 5,295
Hemet Station	43950 Acacia Avenue, Hemet, CA 92544	\$ 990	\$ 11,880				
Coroner-East	47225 Oasis Street Indio, California, 92201	\$ 1,055	\$ 12,660				
Jurupa Valley Station	7477 Mission Blvd, Riverside, CA 92509	\$ 1,060	\$ 12,720				
Lake Elsinore Station	333 Limited Street, Lake Elsinore, CA 92530			\$ 655	\$ 7,860		
Perris Station	137 N Perris Blvd, Perris, CA 92570			\$ 620	\$ 7,440		
Hemet Aviation (add)	4850 W. Stetson Ave, Hemet CA 92545			\$ 675	\$ 8,100		
Hemet Aviation (add)	4850 W. Stetson Ave, Hemet CA 92545					\$ 1,725	\$ 5,175
	Total	\$ 5,220	\$ 62,640	\$ 3,590	\$ 43,080	\$ 5,255	\$ 15,765

Annual Total Cost \$ 121,485



B. PRICING FOR ADDITIONAL SERVICES

Service	Foreman Hourly Rate	Laborer Hourly Rate
Landscaping	\$35.00	\$30.00
Irrigation	\$45.00	\$35.00
Tree Trimming Service	\$65.00	\$40.00

Weed Abatement	Rate
Light Grass	\$0.13/Sq Ft
Medium Grass	\$0.14/Sq Ft
Heavy Grass	\$0.15/Sq Ft
Extreme Grass	\$0.25/Sq Ft
Tractor and Operator	\$140 per hour

