

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 11.9
(ID # 20573)

MEETING DATE:

Tuesday, November 29, 2022

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Services Agreement Between the Riverside County Flood Control and Water Conservation District and Inland Empire Landscape, Inc. for Landscape Maintenance and Tree Trimming Services, Fiscal Years 2022/2023 to 2025/2026, 4 years. [\$460,000 Total Cost - District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Services Agreement ("Agreement") between the Riverside County Flood Control and Water Conservation District ("District") and Inland Empire Landscape, Inc. ("Contractor") for Landscape Maintenance and Tree Trimming Services, Fiscal Years 2022/2023 to 2025/2026;
2. Authorize the Chair of the District's Board of Supervisors to execute the Agreement documents on behalf of the District;
3. Authorize the District's General Manager-Chief Engineer to approve and sign any necessary amendments to the Agreement that (i) increase the cost to allow for the annual Consumer Price Index rates, and (ii) provide for an additional five percent (5%) increase for changes to the scope of work at the request of the District, subject to approval as to form by County Counsel;
4. Authorize the District's General Manager-Chief Engineer to terminate the Agreement in accordance with the terms and conditions in the Agreement; and
5. Direct the Clerk of the Board to return two (2) executed Agreements to the District.

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 11/15/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Hewitt, and Perez
Nays: None
Absent: None
Date: November 29, 2022
xc: Flood

Kecia R. Harper
Clerk of the Board

By:
Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 103,736	\$ 110,684	\$ 460,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 15100-947200-522320 Maintenance-Grounds, Administration, 100%			Budget Adjustment: No	
			For Fiscal Year: 22/23 – 25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Agreement sets forth the terms and conditions in which the Contractor will provide landscape maintenance and tree trimming services for the District's office located at 1995 Market Street, Riverside, California.

The Agreement, with a not to exceed contract limit of \$460,000 over the term of the Agreement contains a provision for an annual adjustment of the rates based on the Consumer Price Index ("CPI") and will be applied July 1st of each Fiscal Year. The Agreement would increase landscape maintenance and tree trimming services fees/rates to be consistent with the CPI for the new Riverside-San Bernardino-Ontario index published by the United States Bureau of Labor Statistics for Fiscal Years 2023-24 to 2025-26.

County Counsel has approved the Agreement as to legal form and the Contractor has executed the Agreement.

Impact on Residents and Businesses

Costs incurred under this Agreement will be funded by ad valorem property tax revenue and entails no new fees, taxes or bonded indebtedness.

Additional Fiscal Information

Sufficient funding is available in the District's budget for Fiscal Year 2022/2023 and will be included in the recommended budget(s) for Fiscal Years 2023-2024 through 2025-2026, as appropriate and necessary.

Contract History and Price Reasonableness

Pursuant to procedures in the County Board Policy H-7, on May 16, 2022, to June 14, 2022, the District released Request for Bid (RFB) FCARC - 00173 for "Landscape Maintenance and Annual Tree Trimming Services" on the District's website. Two (2) firms, Inland Empire Landscape Inc. and Liberty Landscaping Inc. responded and submitted their proposals. Inland Empire Landscaping, Inc. was selected as the lowest, responsive bidder with a not to exceed cost of \$103,736 for Fiscal Year 2022/2023.

SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ATTACHMENT:

1. Services Agreement

AMR:blm
P8/247027



Jason Farin, Principal Management Analyst 11/21/2022



Kristine Bell-Valdez, Supervising Deputy County Counsel 11/15/2022

SERVICES AGREEMENT
Landscape Maintenance and Tree Trimming Services
(FY 2022/2023 through FY 2025/2026)

This Services Agreement for Landscape Maintenance and Tree Trimming Services ("Agreement"), dated as of November 29, 2022, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and Inland Empire Landscape, Inc., a California corporation ("CONTRACTOR"). Sometimes hereinafter DISTRICT and CONTRACTOR may be referred to collectively as the "Parties." The Parties hereby agree as follows:

1. PROJECT – CONTRACTOR shall provide landscape maintenance and tree trimming services for DISTRICT's office located at 1995 Market Street, Riverside County, California as specified in CONTRACTOR's Scope of Work, attached hereto as Attachment "A" and made a part hereof, and in accordance with all applicable federal, state, and local laws and regulations.
2. SCOPE OF SERVICES – CONTRACTOR, as an independent contractor, shall provide those landscape maintenance and tree trimming services as described in Attachment "A" in a complete, skillful and professional manner, and CONTRACTOR agrees to perform said services in accordance with the schedule specified therein.
CONTRACTOR shall not perform any additional work except as directed by DISTRICT in writing.
3. TIME FOR PERFORMANCE – The term of this Agreement shall become effective on July 1, 2022 and shall terminate at midnight on June 30, 2026.
CONTRACTOR shall not commence performance of any work or services, for any reason whatsoever, until the agreement is fully executed by both parties and DISTRICT has provided written notice to CONTRACTOR authorizing

CONTRACTOR to initiate the services pursuant to this Agreement. No payment will be made for any work or services performed prior to the issuance of said Notice to Proceed.

4. COMPENSATION – DISTRICT shall pay CONTRACTOR for actual services satisfactorily performed in accordance with CONTRACTOR's "Scope of Work" (Attachment "A") and "Fee Schedule", attached hereto as Attachment "B". The amount of compensation paid to CONTRACTOR for performance of landscape maintenance and tree trimming services approved pursuant to this Agreement shall not exceed: i) the sum of One Hundred Three Thousand Seven Hundred Thirty-Six Dollars (\$103,736) including all expenses and the contingency of extra work per fiscal year for unknown miscellaneous costs such as irrigation repairs, plant and tree replacements and mulch replacement, and ii) the total sum of Four Hundred Sixty Thousand Dollars (\$460,000) over the entire term of this Agreement based on the availability of sufficient funding.

All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) shall automatically be extended to DISTRICT. No price increases shall be permitted until July 1, 2023. Annual increases shall not exceed the percentage change for the U.S. Department of Labor Consumer Price Index for All Urban Consumers (CPI-U); Riverside-San Bernardino-Ontario areas of landscape maintenance and tree trimming services and shall be subject to satisfactory performance review by DISTRICT and approved (if needed) for budget funding by the Board of Supervisors.

5. PAYMENT – CONTRACTOR shall invoice DISTRICT (Attention: Accounts Payable) on a monthly basis. Upon satisfactory performance of CONTRACTOR's

services as set forth herein, DISTRICT shall pay CONTRACTOR within thirty (30) calendar days after DISTRICT's receipt of CONTRACTOR's appropriate monthly invoice(s). DISTRICT shall not pay interest or finance charges on any outstanding balance(s). CONTRACTOR shall keep employee and expense records according to customary accounting methods and such records, upon request, shall be made available for inspection by DISTRICT to verify CONTRACTOR's invoice(s). CONTRACTOR's invoices shall itemize charges to conform to the portion(s) of services and rates as set forth in Attachments "A" and "B", respectively. DISTRICT shall notify CONTRACTOR of any disputed charges within thirty (30) calendar days of receipt of CONTRACTOR's invoice. DISTRICT reserves the right to withhold payment for work that is not invoiced in a timely manner or for any services not performed per the terms of this Agreement.

6. RECORDS AND DOCUMENTS – CONTRACTOR shall retain complete and accurate records relating to all documents and related records related to the nature and extent of CONTRACTOR's costs incurred while providing services authorized under this Agreement for at least five (5) years following the termination of this Agreement. These records shall, upon written request, be made available for inspection by DISTRICT.
7. NON-APPROPRIATION OF FUNDS – It is mutually agreed and understood that the obligation(s) of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for the reimbursement of CONTRACTOR's fees. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONTRACTOR in writing. This Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT's notification by

CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to reimbursement of its costs in accordance with Sections 4 and 5 (COMPENSATION and PAYMENT).

8. ALTERATION – No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
9. TERMINATION – At any time during the term of this Agreement, DISTRICT may:
 - A. Terminate this Agreement without cause upon providing CONTRACTOR thirty (30) calendar days written notice stating the extent and effective date of termination; or
 - B. Upon five (5) calendar days written notice, terminate this Agreement for CONTRACTOR default, if CONTRACTOR refuses or fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within thirty (30) calendar days of receipt of a notice of default.

In the event DISTRICT issues a Notice of Termination, CONTRACTOR shall stop all services under this Agreement on the date specified in the Notice of Termination.

In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for all services satisfactorily performed in accordance with this Agreement to the date of termination and at the rates set forth in Attachment "B". Notwithstanding any of the other provisions of this Agreement, CONTRACTOR's rights under this Agreement shall terminate (except for costs 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 duties hereunder; or if the Agreement is terminated pursuant to Section 19 (NON-DISCRIMINATION). In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement. The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

10. CONFLICT OF INTEREST – CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement.

11. CONDUCT OF CONTRACTOR – 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 CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

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

12. INSPECTION OF SERVICE; QUALITY CONTROL/ASSURANCE – 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 DISTRICT or other regulatory agencies at all times. CONTRACTOR shall provide adequate cooperation to any inspector or DISTRICT representative to permit DISTRICT to determine 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, DISTRICT shall have the right to require CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to DISTRICT. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, DISTRICT shall have the right to: (1) require 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. DISTRICT may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by DISTRICT because of CONTRACTOR's failure to perform.

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

13. WORK HOURS – CONTRACTOR shall perform all landscape maintenance and tree trimming services under this Agreement between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday only. CONTRACTOR shall not perform any landscape

maintenance and tree trimming services on Saturdays, Sundays or DISTRICT designated legal holidays, unless otherwise approved in writing by DISTRICT.

14. PROTECTION OF PROPERTY – Property damage caused by CONTRACTOR's operations under this Agreement shall be repaired at CONTRACTOR's sole expense to the satisfaction of DISTRICT.
15. PREVAILING WAGE – CONTRACTOR is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the landscape maintenance and tree trimming services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, CONTRACTOR agrees to fully comply with and to require any contractors or subcontractors to fully comply with such Prevailing Wage Laws. CONTRACTOR may obtain the Prevailing Wage Laws by visiting the County of Riverside Clerk of the Board's website at: <https://www.rivcocob.org>.
16. INDEPENDENT CONTRACTOR – CONTRACTOR and the agents and employees of CONTRACTOR shall act at all times in an independent capacity during the term of this Agreement and in the performance of the services to be rendered hereunder and shall not act as or shall not be and shall not in any manner be considered employees or agents of DISTRICT.
17. LICENSES – At all times while performing services under this Agreement, CONTRACTOR, its employees, agents and subcontractors shall possess and maintain

all necessary permits, approval, certificates, waivers and exemptions as may be required by the applicable federal, state and local regulations.

18. STANDARD OF CARE – While performing the services, CONTRACTOR shall exercise the reasonable professional care and skill customarily exercised by reputable persons for this industry, and shall use reasonable diligence and best judgment while performing the services. By executing this Agreement, CONTRACTOR represents and maintains that CONTRACTOR has the necessary experience and expertise to skillfully perform all services, duties and obligations required by this Agreement.
19. NON-DISCRIMINATION – CONTRACTOR represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, disability, physical condition, marital status or age, 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 (California Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the American with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.), the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Civil Rights Stabilization Act of 1987, Executive Orders 12898 and 13166, and all other applicable related laws, regulations and Executive Orders. Such nondiscrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
20. NOTICES – Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Finance Division

INLAND EMPIRE
LANDSCAPE, INC.
202 E. Airport Drive, Suite #100
San Bernardino, CA 92408
Attn: Joel Ibarra, President

21. EDD REPORTING REQUIREMENTS – In order to comply with child support enforcement requirements of the State of California, DISTRICT may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department ("EDD"). CONTRACTOR agrees to furnish the required data and certifications to DISTRICT within ten (10) days of notification of award of Agreement when required by EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of 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 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.
22. INDEMNIFICATION – CONTRACTOR shall indemnify and hold harmless DISTRICT (including its directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives) from any liability, claim, damage, proceeding or action, present or future, based upon, arising out of or in any

way relating to CONTRACTOR's (including its officers, employees, subcontractors and agents) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; or (c) any other element of any kind or nature whatsoever.

CONTRACTOR shall defend, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), DISTRICT (its directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives) in any claim, proceeding or action for which indemnification is required.

With respect to any of CONTRACTOR's indemnification requirements, CONTRACTOR shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such claim, proceeding or action without the prior consent of DISTRICT; provided, however, that such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification obligations to DISTRICT.

CONTRACTOR's indemnification obligations shall be satisfied when CONTRACTOR has provided to DISTRICT the appropriate form of dismissal (or similar document) relieving DISTRICT from any liability for the claim, proceeding or action involved.

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

In the event there is conflict between this section and California Civil Code Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve CONTRACTOR from indemnifying DISTRICT (including its directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives) or the County of Riverside to the fullest extent allowed by law.

23. INSURANCE – CONTRACTOR shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and original certified 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. As respects to the insurance section, DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, 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".

Without limiting or diminishing CONTRACTOR's obligation to indemnify or hold DISTRICT harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

A. Workers' Compensation

If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with

limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT.

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 DISTRICT as additional insureds. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, 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 DISTRICT as Additional Insureds.

D. General Insurance Provisions – All Lines

- i. 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 an A: VIII (A: 8) unless such requirements are waived, in writing,

by DISTRICT's Risk Manager. If DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for the specific insurer and only for one policy term.

- ii. 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 DISTRICT's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT, and at the election of DISTRICT's Risk Manager, CONTRACTOR's carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration and defense costs and expenses.
- iii. CONTRACTOR shall cause their insurance carrier(s) to furnish DISTRICT with: 1) a properly executed original certificate(s) of insurance and original certified copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by DISTRICT's 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 DISTRICT prior to any material modification, cancellation, expiration, or reduction in coverage

of such insurance. If CONTRACTOR's insurance carrier(s) do(es) not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

- iv. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or original certified policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- v. It is understood and agreed by the parties hereto that CONTRACTOR's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- vi. 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 which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability required under this

Agreement, if, in DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by CONTRACTOR has become inadequate.

- vii. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- viii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- ix. CONTRACTOR agrees to notify DISTRICT 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.

24. ASSIGNMENT – Neither this Agreement nor any part thereof shall be assigned by CONTRACTOR without the prior written consent of DISTRICT. The following events shall not be deemed an assignment and would not require prior written consent by DISTRICT:

- A. Any merger, consolidation, or other reorganization of CONTRACTOR, or the sale of other transfer of a non-controlling percentage of the capital stock or interest of CONTRACTOR, or the sale of not more than 50 percent of the value of CONTRACTOR's assets.

For any of the above events not deemed as an assignment, such events shall require written notice to DISTRICT at least 30 days prior to the occurrence of such event.

25. WAIVER – Any waiver by DISTRICT 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 any other term thereof. Failure on the part of DISTRICT to

require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT from enforcement hereof.

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

CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in this Agreement, Exhibits A or B.

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. CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to DISTRICT pursuant to this Agreement, free from all liens, claims or encumbrances.

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

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

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

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

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").

27. FORCE MAJEURE – If either of the Parties cannot 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.
28. JURISDICTION/LAW/SEVERABILITY – This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be declared severable and shall be given full force and effect to the extent possible.

Any legal action, in law or equity related to the performance or interpretation of this Agreement shall be filed only in the Superior Court for the State of California located in the County of Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. Prior to the filing of any legal

action, the parties shall be obligated to attend a mediation session with a neutral mediator to try to resolve the dispute.

29. DISPUTES – The Parties shall attempt to resolve any disputes at the working level. If such attempt is not successful, the dispute shall be referred to the senior management of the Parties to attempt resolution. 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 mediations.
30. DISCREPANCIES – In the event of any conflict between the terms of this Agreement and Attachment "A" or Attachment "B", the terms of this Agreement shall govern. In the event of any conflict between Attachment "A" and Attachment "B", Attachment "A" shall govern.
31. ENTIRE AGREEMENT - This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof. Any modifications to the terms of this Agreement must be in writing and signed by the Parties herein.
32. COUNTERPARTS: ELECTRONIC SIGNATURES – 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. Each Party of this Agreement 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), for executing this Agreement. 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. CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. 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.

//

//

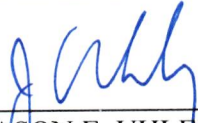
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on


November 29, 2022

(to be filled in by Clerk of the Board)

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

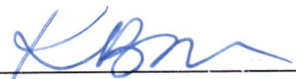
RECOMMENDED FOR APPROVAL:

By 
JASON E. UHLEY
General Manager-Chief Engineer

By 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

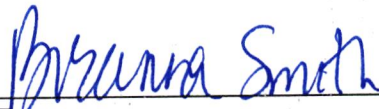
APPROVED AS TO FORM:

MINH TRAN
County Counsel

By 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

ATTEST:


KECIA HARPER
Clerk of the Board

By 
Deputy

Services Agreement with Inland Empire Landscape, Inc.
Landscape Maintenance and Tree Trimming Services
(FY 2022/2023 through FY 2025/2026)
10/12/22
AMR:blm

NOV 29 2022 11.9

INLAND EMPIRE LANDSCAPE, INC.



JOEL IBARRA
President

Services Agreement with Inland Empire Landscape, Inc.
Landscape Maintenance and Tree Trimming Services
(FY 2022/2023 through FY 2025/2026)
10/12/22
AMR:blm

Attachment A
Landscape Maintenance and Annual Tree Trimming
Scope of Work

Landscape areas are defined as all lawn areas, trees, shrubs, header boards, retaining walls, mowing strips, barked areas, ground cover and flower beds, artificial turf areas, potted plants, retention basins, planters, paver areas, and the Market Street slopes fronting the DISTRICT's address, including the slopes located outside the perimeter wall. CONTRACTOR shall comply with all federal, state, and local rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances.

Complete cooperation between the CONTRACTOR and the DISTRICT will be necessary to expedite the work with the least amount of interference or delay. No portion of the work shall begin without the CONTRACTOR giving notice and obtaining approval from the DISTRICT. The DISTRICT has minimal staff onsite each Friday, therefore, Fridays shall be the day of the week for the majority of routine services to occur. Other days shall be utilized for smaller jobs, repairs or emergencies.

Key Principles

The primary goal of the work is to ensure that weekly landscape maintenance is completed on the DISTRICT grounds as well as yearly service of tree trimming.

Program Objectives

1. Maintain all landscaping in professional manner.
2. Continue with the drought tolerant landscape as an example for our local communities and the DISTRICT's national audience.

Program Outcomes

The outcome expectation of the successful contractor will be a 5-year contract with the DISTRICT for professional landscape maintenance as defined in this Request for Bid.

1. WORKMANSHIP AND QUALITY

- 1.1 CONTRACTOR shall provide a reasonable level of quality in professional landscape maintenance compatible with standard industry practices and shall ensure that all work is continually supervised by the CONTRACTOR'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. There shall be no less than three (3) workers and one (1) supervisor onsite for the weekly maintenance service. The CONTRACTOR shall provide the necessary employees to complete a special project and/or repair as to not disrupt the standard crew who are providing the weekly service maintenance.

- 1.2 CONTRACTOR's employees must be outfitted in the CONTRACTOR's company uniforms appropriate to the type of assignment that they are working. The CONTRACTOR's company shirt shall have an identifying company logo or patch
- 1.3 With prior DISTRICT approval, the CONTRACTOR shall be responsible to replace in kind and at DISTRICT expense any lawn, ground cover, trees, shrubs, header board, artificial turf, potted plants, flower beds or irrigation system components requiring replacement through normal attrition and/or infestation. Replacements required due to negligence resulting from CONTRACTOR failing to provide maintenance in accordance with the provisions of this Scope of Services will be at the expense of the CONTRACTOR. The DISTRICT must approve all substitutions.
- 1.4 CONTRACTOR shall be solely and completely responsible for the condition of the premises on which the work is performed and for the safety of all persons and property on the site during performance of the contract. CONTRACTOR shall comply with all governing safety regulations.

2. WORK NOT INCLUDED

- 2.1 The CONTRACTOR shall not be responsible for structure maintenance, repair or replacement of the following:
 - 2.1.1 Parking areas, driveways, roads, building, concrete walkways and related structures except in instances of damage to these structures by negligent actions on the part of the CONTRACTOR. In which case, the CONTRACTOR shall be responsible for the complete repair/replacement of the damaged area(s) to "as new" condition as determined by the DISTRICT.
 - 2.1.2 Losses/Damages beyond CONTRACTOR's control except for that appropriate maintenance, repair, or replacement of such losses or damage made by the CONTRACTOR after receipt of written approval from DISTRICT
 - 2.1.3 All utility services related to or required for the performance of this Agreement.

3. MATERIALS

- 3.1 The CONTRACTOR shall submit a list to the DISTRICT of all materials/chemicals that the CONTRACTOR proposes to use in the performance of this work. The list shall include a Safety Data Sheet ("SDS") for each material/chemical and shall meet all local, state and federal guidelines for use. Said list shall be submitted before the use of any product pursuant to the provisions of this agreement. The SOS will be submitted at the start of each new fiscal year and similar listing of changes in materials/chemical as proposed for use by the

CONTRACTOR shall be submitted prior to use of the products. The following shall apply to the material indicated:

- 3.1.1 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: In the event that the DISTRICT is connected to the City of Riverside's reclaimed water lines, areas that are irrigated with such water may require less fertilizer.

- 3.1.2 Insecticides, fungicides, herbicides, and rodenticides shall be of the best quality obtainable, properly labeled with guaranteed analysis, and brought to the job site in the manufacturer's original container or appropriate and properly labeled secondary container.
- 3.1.3 Tree stakes, tree ties, guy wires, and header boards shall be of materials matching the existing on the work site, or as specified by the DISTRICT.
- 3.1.4 Lawn seed for reseeding and over-seeding shall be a certified mixture to match existing grasses.

4. LAWN CARE

- 4.1 The CONTRACTOR shall maintain all lawn areas on the site in a healthy, growing condition by performing the following operations and other work incidental thereto:
 - 4.1.1 MOWING: Lawn areas shall be mowed once every seven (7) days or more often, if necessary, unless otherwise specified, to maintain a neat, trim appearance. The CONTRACTOR shall remove all paper, rubbish, twigs, limbs, branches or debris from each lawn area prior to mowing. Mowing shall be done in a clean manner using 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 by CONTRACTOR and approved by DISTRICT for each area of the site. Mowing directions shall be periodically alternated. "Scalping" shall not be permitted.
 - 4.1.2 TRIMMING: All lawn area edges along curbs and walkways shall be trimmed after each mowing. All shrubs and plants found against any of the DISTRICT buildings shall be trimmed weekly. 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 after

each mowing and shall include trimming 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 eighteen inches (18") around tree trunk. The CONTRACTOR 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 DISTRICT.

- 4.1.3 GENERAL MAINTENANCE AND CLEANUP: In January of each year, the CONTRACTOR shall trim/prune all rose bushes, all trees, and bushes along the pathway adjacent to the freeway, the palm trees and parking lot trees, and trees and bushes on slopes along Market Street. The CONTRACTOR shall dispose of all trimmings offsite and in a lawful manner and leave entire site free from debris.

THE CONTRACTOR shall cleanup trash leaves, and any landscaping debris in the areas behind:

- a. Main trash enclosures located behind the main electrical room.
- b. Main generator enclosure
- c. Area behind Garage Building 2 and Market Street fencing.

Please note, the date of the tree trimming can fluctuate dependent upon the date of the last trimming.

The CONTRACTOR shall collect all paper, mowed grass, clippings, trimmings, cuttings, rubbish and debris, and dispose offsite 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 DISTRICT at various locations on the site. All general waste containers outside the buildings shall be emptied and all plastic bag inserts shall be replaced. CONTRACTOR shall provide plastic bags for replacement of outside trash containers. CONTRACTOR shall keep lighting that is fixed to Buildings 1 and 1A and the trash enclosure free of webs and debris caused by dead foliage.

The CONTRACTOR shall keep all fences, sidewalks, paths, curbs, pots, benches, tables, and gutters free from leaves, weeds, grasses, rocks, litter and other debris.

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

The 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.

The CONTRACTOR shall repair any eroded places on the landscaped area by replacement of topsoil and ground cover to bring such eroded places back to original grade. The cause of erosion shall be reported promptly to the DISTRICT.

The CONTRACTOR shall clean all trash and debris from the Emergency Generator and Refuse Container enclosures or any other enclosure retaining such trash and debris throughout the DISTRICT site and next to the main buildings.

Work site shall be left orderly and neat upon completion of work for that day.

The 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 DISTRICT prior to performing any work requiring traffic control.

Notification of all "specialty type" maintenance operations shall be given to the DISTRICT forty-eight (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.

CONTRACTOR shall protect in place all synthetic turf grass and keep those clean from any trash, leaves and debris as needed.

CONTRACTOR shall clean the fountain area located in the DISTRICT's exterior courtyard (adjacent to main entrance/lobby) and add water to the fountain as needed during the weekly visits. CONTRACTOR shall also clean drains, inlets, and outlets and keep those clean from any trash, leaves and debris.

5. WEEDS, DISEASE AND PEST CONTROL

- 5.1 The CONTRACTOR shall have all required permits and licenses for the possession and use of pesticides. The CONTRACTOR's employees shall have the required training before applying pesticides. Whenever herbicides are used, CONTRACTOR shall apply when air currents are still to prevent any toxic exposure to any persons.

5.2 The 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.

5.3 Lawn, tree, shrub, and ground cover areas shall be kept free of weeds and may be done manually or by the use of selective weed killers or pre-emergent sprays. The CONTRACTOR shall exercise extreme care in the use of selective weed killers so as not to damage any 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.

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

6. AERATING AND RENOVATING

6.1 Lawn areas shall be aerated at least once each year and shall be renovated as necessary to maintain 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.

6.2 As required by the DISTRICT, CONTRACTOR shall reseed bare places or depressions in lawn areas after first bringing such depressions to grade level with topsoil. Over-seeding of turf areas as necessary shall also be included in this scope of work.

7. WATERING

7.1 Prior to the start of the contract, the CONTRACTOR shall inspect all installed irrigation systems on the site and shall report damage or malfunction of any system to the DISTRICT.

7.2 CONTRACTOR shall ensure that the lawn areas are deeply watered as required by weather conditions to provide adequate moisture for optimum growth. Automatic smart controllers have been installed and shall be Contractor's responsibility to maintain to ensure proper operation. At no time shall the lawn areas be permitted to show lack of fresh green color or a loss of resilience due to lack of water and at no time shall watering be allowed during rain events. It is the CONTRACTOR's responsibility to notify the DISTRICT and remedy the situation in a timely manner if such condition exists by adjusting the smart controllers under the supervision of the DISTRICT.

7.3 If at any time a sprinkler within the irrigation system is found not to cover the lawn area in which it was installed, the CONTRACTOR shall notify the DISTRICT and, if approved, shall install additional sprinklers

as required to uniformly water the lawn areas.

- 7.4 Irrigation controllers and watering are set to use repeat cycling where possible to allow water to soak in and prevent runoff and overwatering. It is the CONTRACTOR's responsibility to notify the DISTRICT and remedy the situation in a timely manner if such conditions exist by adjusting the smart controllers under the supervision of the DISTRICT.
- 7.5 CONTRACTOR shall inspect valves and controllers on a weekly basis to ensure they are functioning properly and if needed make any necessary corrections under the supervision of the DISTRICT.
- 7.6 In the event of an emergency regarding irrigation, CONTRACTOR shall take immediate action to avoid catastrophic damage. CONTRACTOR shall also contact the DISTRICT immediately to discuss the emergency. The cost will be addressed on the next available business day.
- 7.7 Throughout the term of the contract, the CONTRACTOR shall be responsible for the effectiveness of the irrigation systems on the site. The CONTRACTOR shall:
 - o Adjust and trim around all sprinkler heads to obtain and maintain proper water coverage.
 - o Ensure that water lines feeding sprinklers and drip lines are flush regularly as necessary.
 - o Repair or replace, at the 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 DISTRICT must approve all substitutions.
 - o Report promptly to the DISTRICT any damage to the irrigation systems.
 - o Provide labor and equipment for the repair or replacement of all leaking or malfunctioning lateral lines, sprinkler heads, valves and/or controllers.
 - o Shall report any mainline, valve, moisture sensors, decoder or controller problems to the DISTRICT within 24 hours of observation. The CONTRACTOR shall be familiar with the operation and maintenance of the existing irrigation system.
*Please see item 7.6 that addresses emergency repairs.
 - o Watering shall be done at night or in the early morning and shall be controlled to prevent any runoff, ponding and overwatering.
 - o All systems shall be operationally checked by the CONTRACTOR immediately following each mowing to ensure that no damage was caused by the mowing.

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, the 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.

8. FERTILIZING

- 8.1 Lawn areas shall be fertilized not more than three (3) times each year. Applications of actual nitrogen shall be at a rate of three (3) pounds per 1,000 square feet of lawn each year. Fertilizer applications shall be March, June and October using 16.6.8 formulation with equal 1-pound applications of nitrogen.
- 8.2 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 CONTRACTOR.
- 8.3 The CONTRACTOR shall include fertilizing schedule information in a monthly work schedule.

9. TREES, SHRUBS AND GROUND COVER CARE

- 9.1 The 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:

WATERING: CONTRACTOR shall ensure that the trees, shrubs and ground cover shall be deeply and slowly watered deeply and slowly to establish moisture to the full depth of the root zones.

The CONTRACTOR shall make a moisture check of representative plants in the landscaping 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. If and when a lack of water situation occurs, it is the CONTRACTOR's responsibility to notify the DISTRICT and remedy the situation in a timely manner by adjusting the smart controllers under the supervision of the DISTRICT. The need for watering shall dictate the frequency of operation of installed automatic irrigation systems.

The 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.

PRUNING, MINOR TREE CARE (up to 15' above ground) AND TREE TRIMMING (15' above ground and greater): The

CONTRACTOR shall ensure that only professionally qualified personnel using approved methods and techniques do pruning and trimming; 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 DISTRICT.

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.

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 from eighteen inches (18") to forty-eight inches (48") with radial orientation so as not to overlay one another.

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 DISTRICT.

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

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

- o To shape, particularly to correct misshaping caused by the wind.
- o To raise the lower branches of trees above head height wherever they overhang walks or paths.
- o To cut back shrubs and ground cover where they encroach on the walks, paths, paved areas and fence lines.
- o To remove suckers, water-sprouts and other undesirable growth on trees.
- o To remove all dead or damaged branches.
- o Minor pruning may be done at any time.
- o Pruning to remove a hazard shall be done immediately.

Trimming of trees at 15 feet above ground and greater should include crown restoration, the removal of dead branches and the thinning out/shaping of each tree as necessary. (Please see Drawing 1 of approximate tree placement on DISTRICT Grounds.). Please note that five (5) large Ash trees are to be included but priced separately from the other large trees.

9.1.a Trim All Trees and Shrubs Along Caltrans fence line

Trim the vines from curb height up to 5 feet along the fence line. The shrubs that do not allow you to cut up to 5 (five) feet, they must be flattened out against the fence and shaped at the top. The trees on the DISTRICT side of the fence need to have the shrubs and vines cut away from them to receive adequate sunlight and avoid choking by other vegetation.

9.1.b The Contractor shall be responsible to count and confirm the tree sizes above and below 15 feet and submit to the DISTRICT an updated map for Attachment A-1. Pricing for services for trees above and below 15 feet will be established through this contract and may be negotiated each year through the 5 (five) year contract.

PLANTER AREAS:

The CONTRACTOR shall maintain all planters in a weed-free condition.

The CONTRACTOR shall control all pests and diseases.

The CONTRACTOR shall trim any dead material from all low shrubs and bushes to maintain a pleasing appearance at all time

10. EQUIPMENT

10.1 The CONTRACTOR shall furnish, maintain, and use efficient equipment and tools to perform the work required. All equipment and tools shall be kept in safe, usable condition with cutting edges properly sharpened. The DISTRICT may direct that the CONTRACTOR discontinues the use of any equipment or tools that in the opinion of the DISTRICT are not in an acceptably safe and usable condition. **The contractor shall not store any equipment on DISTRICT grounds.**

11. WARRANTY

11.1 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 DISTRICT.

12. UNDOCUMENTED WORKERS

12.1 This Agreement involves the employment of unskilled labor. Such employment may be attractive to persons coming from foreign countries, sometimes illegally. CONTRACTOR is reminded that it is a crime to bring into the United States, transport within the United States, and to harbor aliens who do not have a proper visa to enter and work in this country (8 U.S.C. '1323-1325). If violations are suspected or discovered during payroll or other audits during the performance of work on this project, they shall be reported to the U.S. Immigration and Naturalization Service for investigation and appropriate action. Conviction of the

CONTRACTOR for commission of a criminal offense referred to herein shall be deemed sufficient cause for default and the initiation of debarment or suspension proceedings to prevent the CONTRACTOR from receiving future DISTRICT contracts.

13. LICENSING

- 13.1 CONTRACTOR is required to maintain a current and valid C-27 License.
- 13.2 CONTRACTOR is required to maintain a current business license with the City of Riverside.
- 13.3 This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Pursuant to Labor Code section 1771.1, any contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, must be currently registered with the Department of Industrial Relations, pursuant to Labor Code Section 1725.5. No contractor or subcontractor may be awarded without proof of current registration, to perform public works.
- 13.4 Certified Payroll is required and reporting to the DIR is required.
- 13.5 Field Staff for this Contract
 1. One (1) Supervisor
 2. One (1) Irrigation Technician
 3. A Crew of three (3) Staff members

ATTACHEMENT B
 RATE SCHEDULE FISCAL YEAR 2022-2023
 LANDSCAPE MAINTENANCE AND TREE TRIMMING

DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENDED COST
Monthly Landscape of District Grounds (Once a week)	12	MO.	\$ 4,978.00	\$ 59,736.00
Annual Trimming for 5 large Ash Trees	5	EA	\$ 700.00	\$ 3,500.00
Annual Trimming for Trees Exceeding 15 Feet in Height	100	EA	\$ 125.00	\$ 12,500.00
Bi-Annual Trimming Along the Cal-Trans Freeway Fence	2	EA	\$ 750.00	\$ 1,500.00
BASE BID TOTALS				\$ 77,236.00
ALTERNATE ITEMS COST				
Replenishment of Mulch Throughout the Grounds	1	LS	\$ 2,000.00	\$ 2,000.00
Miscellaneous Plant Replacement (Standardized)	1	LS	\$ 5,000.00	\$ 5,000.00
Miscellaneous Parts (Standardized)	1	LS	\$ 7,000.00	\$ 7,000.00
Annual Power Wash of All Outdoor Concrete Benches/Tables and Landscape Information Signs.	1	EA	\$ 1,000.00	\$ 1,000.00
Prevailing Wage Hourly Rate for Landscaper Irrigation Repairs	250	HR	\$ 46.00	\$ 11,500.00
ALTERNATE ITEMS TOTALS				\$ 26,500.00
TOTAL				\$ 103,736.00

AGREED TO ARBORIST RATE OF \$95.00 PER HOUR.