

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



ITEM: 3.19
(ID # 20807)

MEETING DATE:

FROM : OFFICE OF ECONOMIC DEVELOPMENT:

Tuesday, February 07, 2023

SUBJECT: OFFICE OF ECONOMIC DEVELOPMENT: Approval of Professional Services Agreements with Excel Landscape, Inc., and CAL Dreamscape Landscape, Co., for Landscape Maintenance Services in County Service Areas, Riverside County Library System, and the Edward Dean Museum and Gardens. All Districts. [\$15,355,015.68 Total Cost – 94% CSA Funds, 5% Library Funds, 1% Edward Dean Museum Funds] (CEQA Exempt)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find the Professional Services Agreements are exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines section 15301, Existing Facilities; and,
2. Approve the Professional Services Agreement between Excel Landscape Inc., for landscape services for a total aggregate amount of \$15,200,000 for five years through June 30, 2028, and authorize the Chair of the Board of Supervisors to execute the Agreement on behalf of the County; and
3. Approve the Professional Services Agreement between CAL Dreamscape Landscape Co., for landscape services for a total aggregate amount of \$155,015.68 for five years through June 30, 2028, and authorize the Chair of the Board of Supervisors to execute the Agreement on behalf of the County; and

Continued on page 2

ACTION:

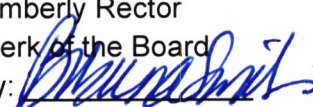

Suzanne Holland, Director of Office of Economic Development 1/4/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: February 7, 2023
xc: OED, Recorder

Kimberly Rector
Clerk of the Board

By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel, to: (a) sign amendments that exercise the option of the agreements, including modifications of the statement of work that stay within the intent of each Agreement; (b) move the allocated funds among the vendors; and (c) issue purchase orders in accordance.
5. Delegate contract management authority for the Agreements to the Director of the Office of Economic Development, as already approved in the budget and approved as to form by County Counsel, to include:
 - a. Executive administrative changes to the Agreements
 - b. Increase the annual amount of the Agreements based on new development and/or other additions to the responsibilities of the respective divisions within the Office of Economic Development; and,
6. Ratify and Execute Amendment No. 3 to the Professional Services Agreement between Excel Landscape, Inc and the County of Riverside effective December 8, 2015 (Agenda Item 3.24), and amended on August 23, 2016 (Agenda Item 3.21), to extend the Agreement term through March, 2023; and,
7. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk upon approval of the Professional Services Agreements

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 959,688	\$ 2,879,065	\$ 15,335,015	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: CSA Budget 95%; RCLS Budget 4%; EDM Budget 1%			Budget Adjustment:	No
			For Fiscal Year:	22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On December 8, 2015, the County of Riverside, on behalf of County Service Area (CSA) Administration, entered into an agreement with Excel Landscape, Inc. for landscape maintenance services. In order to improve contract management efficiency and take advantage of an economy of scale, the Office of Economic Development combined the landscape maintenance needs of the CSA, Riverside County Library System (RCLS), and Edward Dean Museum (EDM) into one Request for Quote. On October 13, 2022, Riverside County Purchasing and Fleet Services (Purchasing) issued the formal Request for Quote EDARC-092. Five proposals were received with a cost range of \$33,276 to \$6,227,592. Bidders were given the option to submit proposals for the request in its entirety or for select locations.

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

Representatives from Purchasing and the Office of Economic Development reviewed the proposals and recommend the Board of Supervisors award Excel Landscape, Inc for CSA and RCLS maintenance services, and CAL Dreamscape Landscape Co., Inc for EDM maintenance services. The period of performance shall be for five years. The cost for Fiscal Year 2022/2023 will be prorated for the last five months of the fiscal year. Office of Economic Development staff recommends that the Board of Supervisors approve the recommended motions. The Professional Services Agreements are exempt from CEQA pursuant to CEQA Guidelines section 15301, Existing Facilities which include an exemption for "(h) maintenance of existing landscaping, native growth, and water supply reservoirs."

Excel Landscape, Inc. was previously contracted to provide landscape maintenance services pursuant to an agreement dated December 8, 2015 (Agenda Item 3.24) that was amended on August 23, 2016 (Agenda Item 3.21), together the "2015 Agreement." The 2015 Agreement was set to terminate on December 8, 2022. Due to the Request for Quote that that was pending at the time of termination, Representatives from Purchasing and the Office of Economic Development recommend approval and execution of attached Amendment No. 3 to the 2015 Agreement, to extend the agreement term through March 23, 2023 in order to ensure continuity of service during the RFQ process.

Impact on Residents and Businesses

There is no anticipated negative financial impact on residents and businesses. The average price per square foot for landscape maintenance was lowered as a result of combining the areas into one RFP. Contract administration will be streamlined as a result of utilizing the same uniform contract template for all divisions within the Office of Economic Development.

Additional Fiscal Information

The approximate annual allocation of the landscape maintenance services is as follows:

- CSA; \$2,712,000; 94% of total costs
- RCLS; \$138,000; 5% of total costs
- EDM; \$29,065; 1% of total costs

Contract History and Price Reasonableness

On October 13, 2022, County Purchasing issued a Request for Quote (RFQ) #EDARC-092. Solicitations were sent out to landscape service providers and advertised on Public Purchase website. Five vendors submitted proposals, with bidders were given the option to submit proposals for all locations or for only select locations. The RFQ required that the responsive bidders be registered with the department of industrial relations (DIR) for Landscape Services at the time of bid submittal. All responses were found to be responsive to having a valid DIR registration. Bids received had an annual cost range of \$33,276 for a single location to \$6,227,592 for all locations.

Excel Landscape, Inc. ranked as the overall lowest in cost for all CSA locations. Services to be provided include mowing, edging, shrub, and tree trimming, weed abatement, trash and debris

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

removal, irrigation management, and park maintenance for over 9,000,000 square feet of public right of way landscaping including 19 parks.

Mariposa Landscape, Inc. ranked as the overall lowest in cost for all RCLS locations, however upon announcement of award, Mariposa requested to remove their bid from consideration. OED then awarded the RCLS locations to the next lowest bidder which was Excel Landscape, Inc. Services to be provided include mowing, edging, shrub, and tree trimming, weed abatement, trash and debris removal, and irrigation management for 460,000 square feet of landscaping. Library locations include: Cabazon Library, Highgrove Library, Lake Elsinore Library, Mead Valley Library, Nuvview Library, Perris Library, Robidoux Library, Sun City Library, Valle Vista Library, Wildomar Library, and Woodcrest Library.

CAL Dreamscape Landscape Co., Inc. ranked the overall lowest for cost for the EDM. Services to be provided include mowing, edging, shrub, and tree trimming, weed abatement, trash and debris removal, and irrigation management for 122,000 square feet of landscaping at the Edward Dean Museum.

Among the five responsive bidders, the average price for landscape maintenance is \$.035 per square foot per month. The proposals are in line with current industry standards for landscape maintenance of public facilities and the selected contractors provide the best value for Riverside County residents.

ATTACHMENTS:

1. Professional Services Agreement between Excel Landscape, Inc, and the County of Riverside
2. Professional Services Agreement between CAL Dreamscape Landscape Co., Inc, and the County of Riverside
3. CEQA NOE
4. Amendment 3 to 2015 Professional Services Agreement between Excel Landscape, Inc, and the County of Riverside



Scott Bruekner 2/1/2023


Ronak Patel, Deputy County Counsel 2/1/2023

County of Riverside
Office of Economic Development
3403 10th Street, Riverside, CA

FILED / POSTED
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder
E-202300161
02/08/2023 08:54 AM Fee: \$ 50.00
Page 1 of 2

Removed: _____ By: _____ Deputy _____



NOTICE OF EXEMPTION

December 15, 2022

Project Name: Landscape Maintenance Service Agreements with Excel Landscape, Inc., Mariposa Landscape Co., Inc., and CAL Dreamscape Landscape Co, Inc, for County Service Area, County Library System, and Edward Dean Museum and Gardens, County of Riverside

Project Number: FM05915011815

Project Locations:

Cabazon Park-50425 Carmen Avenue, Cabazon
Sky Canyon Landscape Area- Unincorporated Murrieta
Highgrove Landscape Area-Unincorporated N. Riverside
Spring Mountain Landscape Area- Unincorporated N. Riverside
Sycamore Creek Landscape Area-Unincorporated Temescal Valley
Montecito Ranch Park-8607 Calle Canon Rd, Corona
Cabazon Library-50425 Carmen Ave, Cabazon
Lake Elsinore Library-600 W. Graham, Lake Elsinore
Nuvview Library-29990 Lakeview Ave., Nuevo
Robidoux Library-5840 Mission Blvd., Jurupa Valley
Valle Vista Library-25757 Fairview Ave., Hemet
Woodcrest Library-16625 S. Krameria, Riverside

Central Park Landscape Area-Unincorporated Murrieta
Four Season Landscape Area- Unincorporated Murrieta
Highgrove Community Park-459 Center St, Riverside
Morgan Hill-Landscape Area-Unincorporated S. Temecula
Wine Country Landscape Area-Temecula Valley Wine Country
Terramor Valley Community Park-Unincorporated Temescal Valley
Highgrove Library-530 W. Center St., Riverside
Mead Valley Library-21580 Oakwood St., Perris
Perris Library-163 E. San Jacinto, Perris
Sun City Library-26982 Cherry Hills Blvd., Sun City
Widomar Library-34303 Mission Trail, Widomar
Edward Dean Museum & Gradens-9401 Oak Glen Rd., Cherry Valley

Description of Project On December 8, 2015, the County of Riverside, on behalf of County Service Area (CSA) Administration, entered into an agreement with Excel Landscape, Inc. for landscape maintenance services. In order to improve contract management efficiency and take advantage of an economy of scale, the Office of Economic Development combined the landscape maintenance needs of the CSA, Riverside County Library System (RCLS), and Edward Dean Museum and Gardens (EDM) into one Request for Proposals. On October 13, 2022, Riverside County Purchasing and Fleet Services (Purchasing) issued the formal Request for Proposals EDARC-092. Five proposals were received with a cost range of \$33,276 to \$6,227,592. Bidders were given the option to submit proposals for the request in its entirety or for select locations. Excel Landscape, Inc. ranked the highest for CSA locations. Mariposa Landscape, Inc. ranked the highest for RCLS. CAL Dreamscape Landscape Co., Inc. ranked the highest for the EDM. Representatives from Purchasing and The Office of Economic Development reviewed the proposals and recommend the Board of Supervisors award Excel Landscape, Inc for CSA, Mariposa Landscape, Inc for RCLS, and CAL Dreamscape Landscape Co., Inc for EDM. The period of performance shall be for five years with two additional one-year extension options. Approval of the landscape maintenance service agreements with Excel Landscape, Inc, Mariposa Landscape, Inc, and CAL Dreamscape Landscape Co is identified as the proposed project under the California Environmental Quality Act (CEQA). The agreements provide landscape maintenance service activities within the existing CSAs, RCLS, and EDM. No expansion of an existing uses will occur. No additional direct or indirect physical environmental impacts are anticipated from the provision of landscape maintenance services.

Name of Public Agency Approving Project: County of Riverside

Name of Person or Agency Carrying Out Project: County of Riverside Office of Economic Development

3.19

Exempt Status: State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 15300 to 15301.

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project include a reasonable possibility of having a significant effect on the environment due to unusual circumstances. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the professional services agreements and landscape maintenance services for the CSAs, RCLS, and EDM

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the site's use. The project, as proposed, is limited to landscaping maintenance services agreements which provide for a five-year term with two additional one-year options. For CSAs, RCLS, and EDM. Subsection (h) of Section 15301 provides an example of the types of projects that fall under the class of existing facilities, which includes "maintenance of existing landscaping, native growth, and water supply reservoirs." The landscape maintenance services agreements apply to existing County facilities and would not require any expansion of public services and facilities; therefore, the project is exempt as it meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) - "Common Sense" Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." Ibid. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The landscape maintenance services agreements will provide landscape maintenance services at County facilities and will not result in any direct or indirect physical environmental impacts. The use and operation of the existing County facilities will be substantially similar to the existing use and the landscape maintenance services will not create any new environmental impacts to the environment. No alterations and no impacts beyond the ongoing, existing use of the sites would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Therefore, the County of Riverside hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: _____



Date: 12-15-2022

Mike Sullivan, Senior Environmental Planner
Senior Environmental Planner, County of Riverside

PROFESSIONAL SERVICE AGREEMENT

for

LANDSCAPE MAINTENANCE SERVICES

between

COUNTY OF RIVERSIDE

and

EXCEL LANDSCAPE, INC.



FEB 7 2023 3.19

TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	3
2. Period of Performance.....	3
3. Compensation.....	3
4. Alteration or Changes to the Agreement	5
5. Termination	6
6. Ownership/Use of Contract Materials and Products	7
7. Conduct of Contractor	7
8. Inspection of Service: Quality Control/Assurance	8
9. Independent Contractor/Employment Eligibility	8
10. Subcontract for Work or Services	10
11. Disputes	10
12. Licensing and Permits	10
13. Use by Other Political Entities	11
14. Non-Discrimination	11
15. Records and Documents	11
16. Confidentiality	11
17. Administration/Contract Liaison.....	12
18. Notices.....	12
19. Force Majeure.....	12
20. EDD Reporting Requirements.....	12
21. Hold Harmless/Indemnification	13
22. Insurance	14
23. General	16
Exhibit A-Scope of Service	19
Exhibit B- Payment Provisions	30
Exhibit C – Site Maps	31

This Agreement, made and entered into this ____ day of _____, 2023, by and between EXCEL LANDSCAPE, 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 this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

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

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2028, unless terminated earlier. CONTRACTOR shall commence performance as of March 1, 2023. Upon signature of this Agreement by both parties and the CONTRACTOR shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed fifteen million two hundred thousand dollars (\$15,200,000) for the term of the Agreement including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

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

RIVERSIDE COUNTY OFFICE OF ECONOMIC DEVELOPMENT

Attn: Accounts Payable

3403 10th Street, Suite 400

Riverside, CA 92501

- 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 (EDARC-98889-002-06/28) quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

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

COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

3.5 LABOR CODE - 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 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. The Contractor shall comply with all applicable requirements of the California Labor Code including but not limited to Labor Code, Chapter 2, Subchapter 1, Article 10, Required Apprentices on Public Works Contracts. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals with, among other things, discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours and securing workers' compensation insurance and directly affect the method of prosecution of the work by Contractor and subject it under certain conditions to penalties and forfeitures. Execution of the Agreement by the parties constitutes their agreement to abide by said Chapter 1. Their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes Contractor's certification that it is aware of the provisions of said Chapter 1 and will comply with them and further constitutes Contractor's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." Contractor and its subcontractors shall comply with the provisions of Section 1777.5 of the Labor Code regarding apprentices. Contractor shall post at each job site during the course of the work a copy of District's "Determination of Prevailing Wage Rates", copies of said Determination are available from District for this purpose and at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

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 thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

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

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

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the 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 be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

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

16. Confidentiality

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

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

17. **Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. **Notices**

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

<u>COUNTY OF RIVERSIDE</u> OFFICE OF ECONOMIC DEVELOPMENT 34003 10 TH STREET, SUITE 400 RIVERSIDE, CA 92501	<u>CONTRACTOR</u> EXCEL LANDSCAPE, INC. 1185 MAGNOLIA AVE., STE #E-400 CORONA, CA 92879
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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.

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

22. Insurance

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

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a

general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an 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.

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

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

By: [Signature]
Kevin Jefferies, Chair
Board of Supervisors

Dated: 2/7/23

EXCEL LANDSCAPE, Inc., a California corporation

By: [Signature]
Name: Jose Alfaro
Title: President

Dated: 12/28/2022

ATTEST:
KIMBERLY A. RECTOR
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:
COUNTY COUNSEL

By: [Signature]
Kristine Bell-Valdez
Supervising Deputy County Counsel

FEB 7 2023 3.19

EXHIBIT "A"
SCOPE OF SERVICE

A1.0 Workmanship, Quality, and Appearance Level

- a) The 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 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.
- b) The Contractor's employees must be outfitted in the Contractor 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.
- c) The Contractor shall replace in kind and at Contractor's own expense, any lawn, ground cover, trees, shrubs, or irrigation system components requiring replacement through normal attrition, infestation, or negligence resulting from Contractor failing to provide maintenance in accordance with the provisions of this contract. The COUNTY must approve all substitutions. These requirements are not to be construed as requiring the Contractor to replace improvements due to conditions beyond the Contractor's control, but it is to be considered strictly as a normal maintenance condition compatible with accepted practice.
- d) **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.
- e) ***Contractor will provide service at a level that ensures a three (3) week minimum maintenance cycle between all Community Service Area (CSA) locations. It is the expectation that of the County that the contractor will be onsite daily (Monday -Friday) for the CSA areas, the 3 weeks is what we expect for the total rotation for each service area to be completed within.***

A1.2 Work Not Included: The 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 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 County.
- b) Losses/damages beyond Contractor's control except that appropriate maintenance, repair, or replacement of such losses or damage made by the Contractor after receipt of approval and authorization from appropriate County representative.
- c) The County shall provide all utility services related to or required for the performance of this procurement.

A1.3 Materials: The 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 an SDS 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) Replacement of Plants and Trees:
 After obtaining approval of the County the 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, after obtaining the approval of the County for such replacement. The County shall provide replacement trees for those that have died or been damaged through no fault of the Contractor. The Contractor is responsible for providing labor and equipment to plant all replacement plants and trees under this procurement.

A1.4 Lawn Care: The 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 week 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 only by clean and properly adjusted mowing equipment with sharp cutting edges. Bruising or rough cutting of grass will not be permitted. Grass must be mowed to a uniform height, which will be determined for each site. Mowing directions shall be periodically alternated. "Scalping" will only be permitted during reseeding. All turf clippings must be removed from site after mowing.
- 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 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 Supervisor.
- c) Sports Fields/Turf
 All baseball/softball infields shall be prepped by dragging or other means on a weekly basis. Sports turf areas shall be renovated on an annual basis so as to not impose on the regular season for the sports using that particular type of sports field.
- d) General Maintenance and Cleanup

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

- i. The 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.
- ii. The Contractor shall keep all cracks and seams in sidewalks, curbs, street gutters, and other paved areas free of weeds.
- iii. 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.
- iv. The 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 and repair any eroded trails by bringing in decomposed granite to original grade after any erosion. The cause of erosion shall be reported promptly to the COUNTY.
- v. Work sites shall be left orderly & neat upon completion of work for that particular day.
- vi. The Contractor is responsible for all traffic control required as a result of a contract. A traffic plan shall be submitted to and approved by the COUNTY prior to performing any work requiring traffic control.
- vii. 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.

A1.5 Weeds, Disease, and Pest Control

- b) 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 persons whether or not they are in or on the grounds.
- c) 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.
- d) 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 under the following circumstances:
 - i. Weeds over 4" in height must be hand pulled and properly disposed of.
 - ii. Weeds under 4" may be chemically treated as long as treatment does not damage surrounding turf or plant material. Any damage to turf or plant material as a result of chemical treatment must be replaced at Contractor's expense. 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.

- iii. 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.
- iv. The Contractor shall control poison oak where necessary (not limited to identified sites).
- v. The Contractor shall use Integrated Pest Management practices, and be responsible for pest control on all trees, shrubs, and ground cover.
- vi. Snails and slugs shall be controlled by the use of approved bait.

A1.5.1 NOTE: Extremely toxic materials, such as category I pesticides, shall not be used at any time.

A1.6 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. Aerating, reseeding, and renovating, must be documented. Schedule must be provided and approved by Landscape Maintenance Supervisor at least two weeks prior to the implantation of work.
- b) As required by County, Contractor shall reseed bare places or depressions in lawn areas after first bringing such depressions to grade level with topsoil.

A1.7 Watering

- a) Lawn areas shall be deeply watered as required by weather conditions to provide adequate moisture for optimum growth. At no time shall lawn areas be permitted to show lack of fresh green color or a loss of resilience due to lack of water.
- b) Wherever or at any time that a regularly installed sprinkler irrigation system does not adequately cover the lawn area in which it is installed, the 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.
- e) Note, Water usage and the condition of lawn areas may be impacted by current and future water delivery arability. As such, water usage maybe guided and or controlled by the State Water Resources Control Board.

A1.8 Fertilizing

- a) Lawn areas shall be fertilized not more than 3 times each year and no less than 1. 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, following schedule in Section VIII of Exhibit A of the Contract.
- 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 Contractor.
- c) The Contractor shall include fertilizing schedule information in a monthly work schedule required by the provisions.

A1.9 Trees, Shrubs, and Ground Cover Care: 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:

a) Watering:

Trees, shrubs, and ground cover shall be watered deeply and slowly to establish moisture to the full depth of the root zones. Watering shall be done in a manner to avoid erosion of soil, any runoff or ponding of water, or creating a waterlogged soil condition. The 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. The Contractor shall take note that in areas where no irrigation systems exist, the watering shall have to be done by hand.

- i. The 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.
- ii. 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. The Contractor must understand and protect Water Quality Management Plan (WQMP), and work with the OED Landscape Maintenance Supervisor to ensure regulatory compliance.

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

- i. The 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.
- ii. Re-stake and support trees when necessary, stakes and ties to be placed so no chafing of bark occurs. All guys and ties shall be checked frequently to prevent girding.
- iii. Trees shall be pruned to select and develop permanent scaffold branches that are smaller in diameter than the 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.
- iv. Under no circumstances shall stripping of lower branches ("raising up") of young trees be permitted. Lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible to promote caliper trunk growth (tapered trunk). Lower branches may be cut only after obtaining permission from the Supervisor.
- v. Evergreen trees shall be thinned out and shaped when necessary to prevent wind and storm damage.
- vi. Pruning of trees and shrubs shall be done as needed to achieve the following:
 - 1) To shape, particularly to correct misshaping caused by the wind.
 - 2) To raise the lower branches of trees above head height wherever they overhang walks or paths.
 - 3) To cut back shrubs and ground cover where they encroach on the walks, paths, paved areas and fence lines.
 - 4) To remove suckers, water-sprouts, and other undesirable growth on trees.
 - 5) To remove all dead or damaged branches.
- vii. Minor pruning may be done at any time.

- viii. Pruning to remove a hazard shall be done immediately.
- c) Planter Areas:
 - i. The Contractor shall maintain all planters in a weed-free condition.
 - ii. The Contractor shall control all pests and diseases.
 - iii. The Contractor shall trim any dead material from all low shrubs and bushes to maintain a pleasing appearance at all times.

A1.10 Irrigation Systems

- a) Contractor shall apprise County prior to beginning of contract, inspect all installed irrigation systems on the site(s) covered by this Contract and shall report damage or malfunction of any system to the County.
- b) Throughout the term of the agreement, the Contractor shall be responsible for the effectiveness of the irrigation systems on the site(s) covered by this agreement. The Contractor shall:
 - i. Adjust and trim around all sprinkler heads to obtain and maintain proper water coverage.
 - ii. Remove the last sprinkler head from each system and flush lines if and as required.
 - iii. 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 County must approve all substitutions.
 - iv. Report promptly to the OED Landscape Maintenance Supervisor any damage to the irrigation systems.
 - v. Provide labor and equipment for the repair or replacement of all leaking or malfunctioning lateral lines, sprinkler heads, valves, and/or controllers.
 - vi. The Contractor shall report any mainline, valve, or controller problems to the OED Landscape Maintenance Supervisor within 24 hours of observation.
 - vii. Watering shall be done at night or in the early morning and shall be controlled to prevent any runoff, ponding, and over-watering. The Contractor shall adjust water application to compensate for changes in weather.
 - viii. All systems shall be operationally checked by the Contractor immediately following each mowing to ensure that no damage was caused by the mowing. Failure to do so and with any subsequent damages such as, but not limited to; soil ground erosion, loss of turf or plants shall solely be the responsibility of the Contractor to restore the foliage and area.
 - ix. Contractors 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.
 - x. Replacement of Parts: The Contractor shall obtain the approval of the OED Landscape Maintenance Supervisor before replacing any parts. The County shall have the option of providing replacement parts or having the Contractor provide the parts.

A1.11 Equipment: The 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 discontinues the use of any equipment or tools that in the opinion of said representative are not in an acceptably safe and usable condition.

A1.12 Landscape work will be performed at the following:

- a.) Community Service Area Services
 - i. Road Right of Way Streetscapes and Slopes (see attached area maps for general locations)
 - 1. Approximately 10,000,000 square feet
 - a. Contractor must provide per square foot cost for additional landscaping that may come into service area as a result of future development during duration of contract.
- b.) County Library Site Locations
 - ii. 11 locations throughout Riverside County

A1.13 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.

A1.14 Undocumented Workers: The agreement resulting from this solicitation involves the employment of unskilled labor. Such employment may be attractive to persons coming from foreign countries, sometimes illegally. Contractors are reminded that it is a crime to bring into the United States, transport within the United States, and to harbor aliens who do not have a proper visa to enter and work in this country (8 U.S.C. '1323-1325). If violations are suspected or discovered during payroll or other audits during the performance of work on this project, they shall be reported to the U.S. Immigration and Naturalization Service for investigation and appropriate action. Conviction of the Contractor for commission of a criminal offense referred to herein shall be deemed sufficient cause for default and the initiation of debarment or suspension proceedings to prevent the Contractor from receiving future County contracts.

A1.15 Landscape work shall be performed at the following Sites: See Exhibit C for maps of each location where work is to be performed.

Community Service Area Service Locations:

- a) It is the expectation that the contractor will be onsite daily (Monday -Friday) for the CSA areas, the 3 weeks is what we expect for the total rotation for each service area to be completed within. Contractor shall provide a work plan that details how Contractor will provide service at a level that ensures a three (3) week minimum maintenance cycle between all Community Service Area (CSA) locations.

Service Location	Frequency of Service	Area or Address of Service
Cabazon Park	Weekly	50425 Carmen Ave., Cabazon, CA 92230
Central Park Landscape Area	Daily Service with a 3-week minimum cycle rotation	Murrieta unincorporated area
Sky Canyon Landscape Area	Daily Service with a 3-week minimum cycle rotation	Murrieta unincorporated area
Four Season Landscape Area	Daily Service with a 3-week minimum cycle rotation	Murrieta unincorporated area
Highgrove Landscape Area	Daily Service with a 3-week minimum cycle rotation	Northern Riverside unincorporated area
Highgrove Community Park	Weekly	459 Center St. Riverside, CA 92507 Northern Riverside unincorporated area
Spring Mountain Landscape Area	Daily Service with a 3-week minimum cycle rotation	Northern Riverside unincorporated area
Morgan Hill Landscape Area	Daily Service with a 3-week minimum cycle rotation	Southern Temecula unincorporated area
Sycamore Creek Landscape Area	Daily Service with a 3-week minimum cycle rotation	Temescal Valley unincorporated area
Wine Country Landscape Area	Daily Service with a 3-week minimum cycle rotation	Temecula Valley Wine Country
Montecito Ranch Park	Weekly	8607 Calle Canon Rd. Corona, CA 92883 Temescal Valley unincorporated area
Terramor Valley Community Park	Daily Service with a 3-week minimum cycle rotation	Temescal Valley unincorporated area

County Library Site Locations:

a) It is the expectation that the contractor will be onsite weekly for the Library areas.

Service Location	Frequency of Service	Frequency of Service
Cabazon Library	Weekly	50425 Carmen Ave., Cabazon, CA 92230
Highgrove Library	Weekly	530 W. Center St., Riverside, CA 92507
Lake Elsinore Library	Weekly	600 W. Graham, Lake Elsinore CA 92530
Mead Valley Library	Weekly	21580 Oakwood St., Perris, CA 92570
Nuview Library	Weekly	29990 Lakeview Ave., Nuevo, CA 92567
Perris Library	Weekly	163 E. San Jacinto, Perris, CA 92570
Robidoux Library	Weekly	5840 Mission Blvd., Jurupa Valley, CA 92509
Sun City Library	Weekly	26982 Cherry Hills Blvd., Sun City, CA 92586
Valle Vista Library	Weekly	25757 Fairview Ave., Hemet, CA 92544
Wildomar Library	Weekly	34303 Mission Trail, Wildomar, CA 92595
Woodcrest Library	Weekly	16625 S. Krameria, Riverside, CA 92504

Edward Dean Museum Site Location:

b) It is the expectation that the contractor will be onsite weekly for the Museum Location.

Service Location	Frequency of Service	Frequency of Service
Edward Dean Museum & Gardens	Weekly	9401 Oak Glen Rd., Cherry Valley, CA 92223

A1.16 Inspection and Replacement: Thirty (30) days prior to the termination of the maintenance agreement an inspection of all foliage shall be conducted by the Contractor and the County, and any foliage deemed by the County to be in poor condition shall be replaced at the Contractor’s expense.

A1.17 Insurance: Awarded CONTRACTOR will be required to maintain applicable insurance coverage throughout the period of performance of the agreement. Document 116-310 contains the sample County service agreement for review; section 22 outlines the general insurance requirements.

A1.18 Cost sheet: The bid response should be made into Exhibit B of this document and uploaded as an attachment into section Public Purchase for this RFQ. Line items should be for an **inclusive cost per site** for services as noted for frequency. (weekly services, services every 2 weeks or monthly service). All services are to be billed monthly in arrears for scheduled landscape maintenance. Include additional line items for hourly rates and emergency service fees if needed for repairs of irrigation system. OED Managers will decide what level of service is applicable to each site and award based on lowest cost per site or as a single

award. Contractor is to indicate in the notes section of the hourly rates line if cost is portal to portal charges or an additional travel rate will be charged for each repair.

A1.19 Add / Delete Sites: Throughout the period of performance of an awarded contract(s), County retains the right to add and/or delete sites as it meets the operational requirements of the department. Awarded contractor will be notified of any add/deletions and updated pricing for added sites will be requested at the time of notification.

A1.20 Work Product: All work papers prepared in connection with the contractual services will remain the property of the successful Contractor, however, all reports rendered to the County are the exclusive property of the County and subject to its use and control

A1.21 Additional Scope of Work for Edward Dean Museum Location

- 1) All Maintenance and Grounds Work shall be scheduled with the County Grounds Crew Worker. The Grounds Crew Worker shall schedule routine weekly grounds work to be performed, i.e., Thursday at 9:30 am. Contractor shall coordinate with the Grounds Crew Worker to ensure the grounds are maintained during wet weather conditions.
- 2) The Contractor shall not cut any of the roses in the rose gardens. This site has volunteers who shall maintain the roses. The pulling of weeds in the rose beds is permitted.
- 3) The Contractor shall not cut any of the Trees without the expressed authorization of the Grounds Crew Worker. Contractor shall make recommendations to the Grounds Crew Worker on any tree requiring trimming. Only the Grounds Crew Worker can authorize the tree trimming and pruning.
- 4) Establish the watering schedule for each specific area.
- 5) Contractor responsible for weekly mowing, blowing, and liter pick up including leaf pick up.

A1.22 County Observed Holidays:

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

*** Note:**

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Monday.

- December 26 and January 2, when they fall on Friday.
- Friday proceeding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday, the Monday following such date when such date falls on a Sunday.

**EXHIBIT B
PAYMENT PROVISIONS**

Community Service Area Service Locations

Service Location	Frequency of Service	Cost per Square foot	Monthly Cost of Service
Cabazon Park	Weekly	0.025	\$ 4,200.00
Central Park Landscape Area	Daily on a 3-week rotation	0.025	\$ 22,000.00
Sky Canyon Landscape Area	Daily on a 3-week rotation	0.025	\$ 18,000.00
Four Season Landscape Area	Daily on a 3-week rotation	0.025	\$ 16,000.00
Highgrove Landscape Area	Daily on a 3-week rotation	0.025	\$ 1,800.00
Highgrove Community Park	Weekly	0.025	\$ 4,200.00
Spring Mountain Landscape Area	Daily on a 3-week rotation	0.025	\$ 55,400.00
Morgan Hill Landscape Area	Daily on a 3-week rotation	0.025	\$ 42,000.00
Sycamore Creek Landscape Area	Daily on a 3-week rotation	0.025	\$ 48,000.00
Wine Country Landscape Area	Daily on a 3-week rotation	0.025	\$ 4,200.00
Montecito Ranch Park	Weekly	0.025	\$ 6,000.00
Terramor Valley Community Park	Daily on a 3-week rotation	0.025	\$ 4,200.00
			\$ 226,000.00

County Library Site Locations

Service Location	Frequency of Service	Cost per Square foot	Monthly Cost
Cabazon Library	Weekly	0.025	\$ 500.00
Highgrove Library	Weekly	0.025	\$ 600.00
Lake Elsinore Library	Weekly	0.025	\$ 600.00
Mead Valley Library	Weekly	0.025	\$ 900.00
Nuview Library	Weekly	0.025	\$ 600.00
Perris Library	Weekly	0.025	\$ 2,600.00
Robidoux Library	Weekly	0.025	\$ 2,900.00
Sun City Library	Weekly	0.025	\$ 600.00
Valle Vista Library	Weekly	0.025	\$ 500.00
Wildomar Library	Weekly	0.025	\$ 600.00
Woodcrest Library	Weekly	0.025	\$ 1,100.00
		Total Monthly Contract Cost	\$ 11,500.00

Additional As Needed Services

Service Location	Hour Rate	Comments
Emergency Irrigation Repair	\$150.00	After hours call out
Emergency Landscape Service	\$150.00	After hours call out
Other: Irrigation labor	\$75.00	Irrigation Labor for repair work
Other: General Landscape Labor	\$45.00	Landscape Maintenance Labor

EXHIBIT C

Site Maps

***MAPS NOT TO SCALE ***

CONTRACTOR RESPONSIBLE FOR VERIFYING SQUARE FOOTAGE*

EXHIBIT C – MAPS

Community Service Area Service Locations

Service Location	Frequency of Service	Area or Address of Service
Cabazon Park	Weekly	50425 Carmen Ave., Cabazon, CA 92230
Central Park Landscape Area	Daily Service with a 3-week minimum cycle rotation	Murrieta unincorporated area
Sky Canyon Landscape Area	Daily Service with a 3-week minimum cycle rotation	Murrieta unincorporated area
Four Season Landscape Area	Daily Service with a 3-week minimum cycle rotation	Murrieta unincorporated area
Highgrove Landscape Area	Daily Service with a 3-week minimum cycle rotation	Northern Riverside unincorporated area
Highgrove Community Park	Weekly	459 Center St. Riverside, CA 92507 Northern Riverside unincorporated area
Spring Mountain Landscape Area	Daily Service with a 3-week minimum cycle rotation	Northern Riverside unincorporated area
Morgan Hill Landscape Area	Daily Service with a 3-week minimum cycle rotation	Southern Temecula unincorporated area
Sycamore Creek Landscape Area	Daily Service with a 3-week minimum cycle rotation	Temescal Valley unincorporated area
Wine Country Landscape Area	Daily Service with a 3-week minimum cycle rotation	Temecula Valley Wine Country
Montecito Ranch Park	Weekly	8607 Calle Canon Rd. Corona, CA 92883 Temescal Valley unincorporated area
Terramor Valley Community Park	Daily Service with a 3-week minimum cycle rotation	Temescal Valley unincorporated area

CENTRAL PARK MAP



LEGEND: LANDSCAPE MAINTENANCE AREAS

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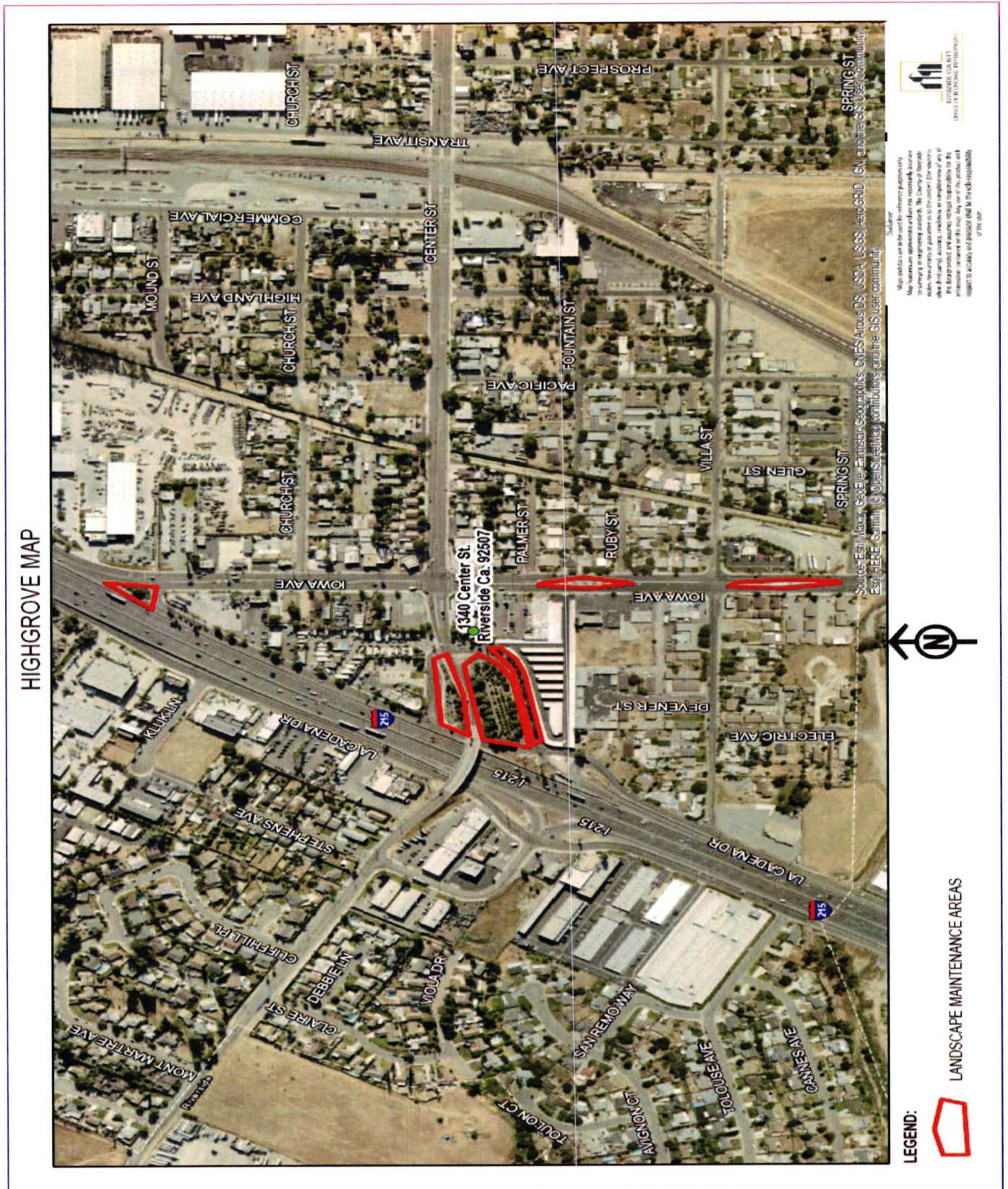
SKY CANYON MAP



LEGEND:  LANDSCAPE MAINTENANCE AREAS



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HIGHGROVE COMMUNITY PARK MAP

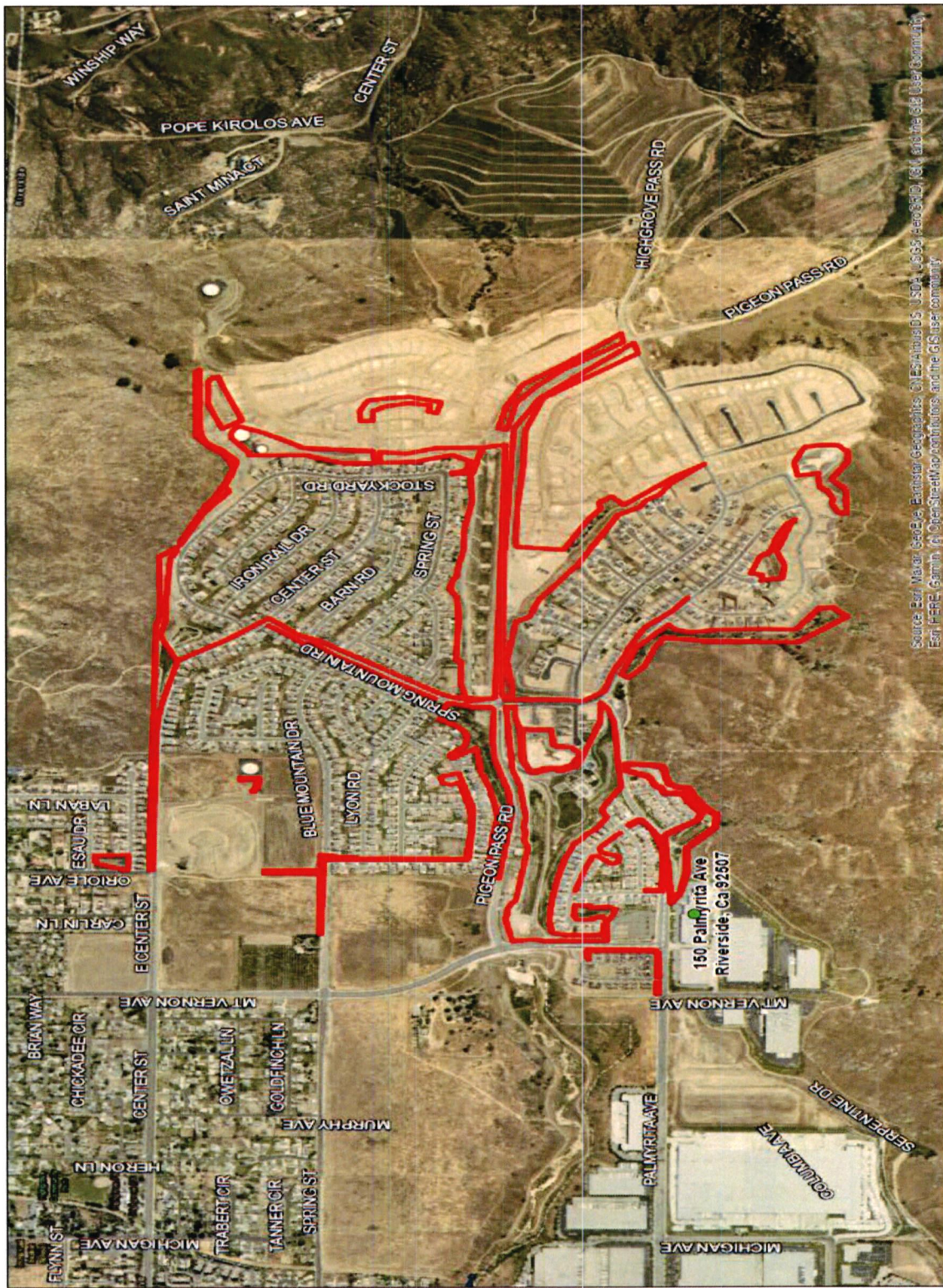


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LEGEND:  LANDSCAPE MAINTENANCE AREAS

SPRING MOUNTAIN MAP



LEGEND:  LANDSCAPE MAINTENANCE AREAS

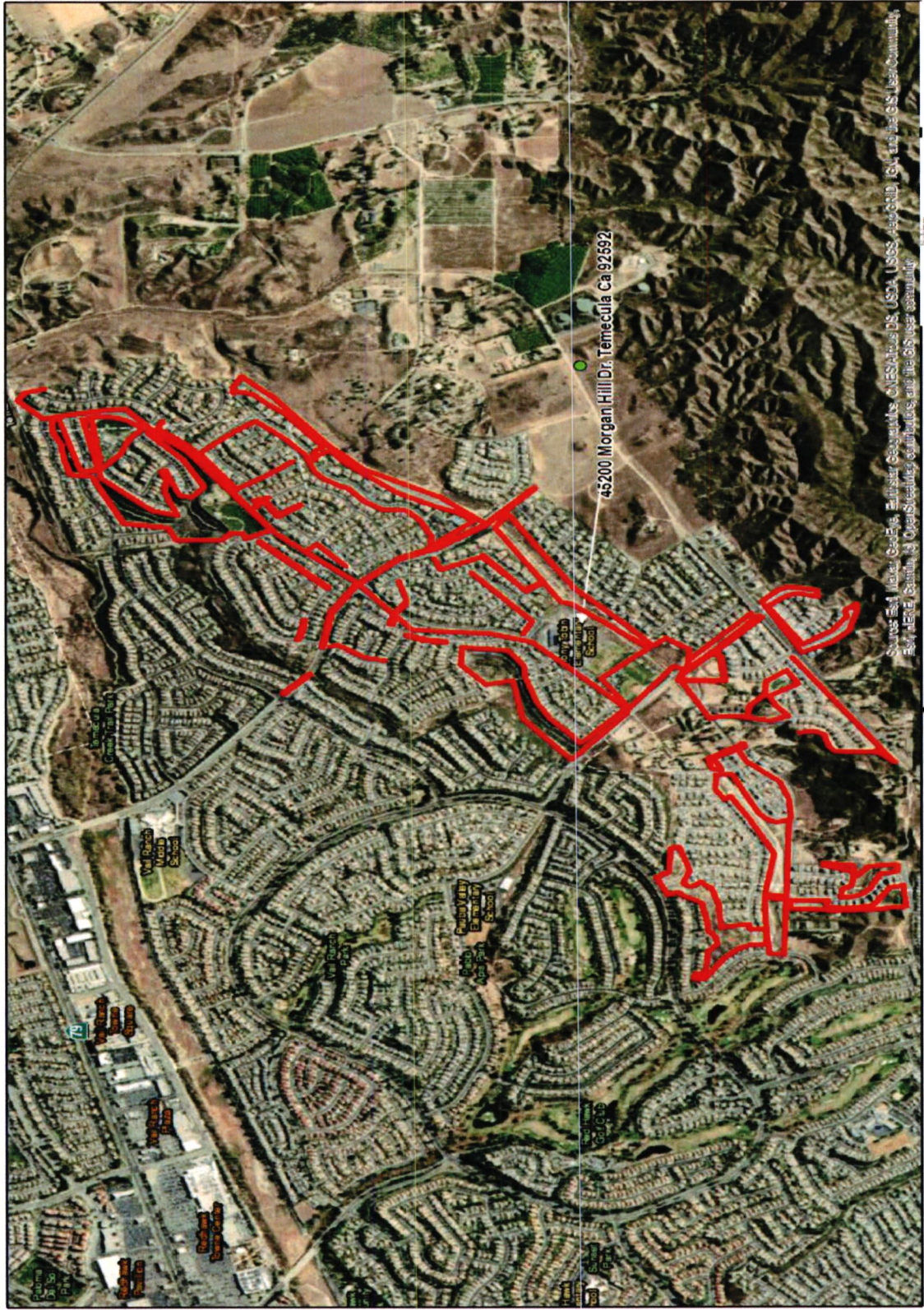


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MORGAN HILL MAP



LEGEND:  LANDSCAPE MAINTENANCE AREAS



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OFFICE OF MUNICIPAL SERVICES
CITY OF MORGAN HILL

SYCAMORE CREEK MAP



Library Service Locations

Service Location	Frequency of Service	Frequency of Service
Cabazon Library	Weekly	50425 Carmen Ave., Cabazon, CA 92230
Highgrove Library	Weekly	530 W. Center St., Riverside, CA 92507
Lake Elsinore Library	Weekly	600 W. Graham, Lake Elsinore CA 92530
Mead Valley Library	Weekly	21580 Oakwood St., Perris, CA 92570
Nuview Library	Weekly	29990 Lakeview Ave., Nuevo, CA 92567
Perris Library	Weekly	163 E. San Jacinto, Perris, CA 92570
Robidoux Library	Weekly	5840 Mission Blvd., Jurupa Valley, CA 92509
Sun City Library	Weekly	26982 Cherry Hills Blvd., Sun City, CA 92586
Valle Vista Library	Weekly	25757 Fairview Ave., Hemet, CA 92544
Wildomar Library	Weekly	34303 Mission Trail, Wildomar, CA 92595
Woodcrest Library	Weekly	16625 S. Krameria, Riverside, CA 92504

PROFESSIONAL SERVICE AGREEMENT

for

LANDSCAPE MAINTENANCE SERVICES

between

COUNTY OF RIVERSIDE

and

CAL DREAMSCAPE LANDSCAPE, CO.



FEB 7 2023 3.19

TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	3
2. Period of Performance.....	3
3. Compensation.....	3
4. Alteration or Changes to the Agreement	5
5. Termination	6
6. Ownership/Use of Contract Materials and Products	7
7. Conduct of Contractor	7
8. Inspection of Service: Quality Control/Assurance	8
9. Independent Contractor/Employment Eligibility	8
10. Subcontract for Work or Services	10
11. Disputes	10
12. Licensing and Permits	10
13. Use by Other Political Entities	11
14. Non-Discrimination	11
15. Records and Documents	11
16. Confidentiality	11
17. Administration/Contract Liaison.....	12
18. Notices.....	12
19. Force Majeure.....	12
20. EDD Reporting Requirements.....	12
21. Hold Harmless/Indemnification	13
22. Insurance	14
23. General	16
Exhibit A-Scope of Service.....	19
Exhibit B- Payment Provisions	30
Exhibit C – Service Location	31

This Agreement, made and entered into this ____ day of _____, 2023, by and between CAL DREAMSCAPE LANDSCAPE, CO., a California corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

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

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

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

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

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2028, unless terminated earlier. CONTRACTOR shall commence performance as of March 1, 2023. Upon signature of this Agreement by both parties and CONTRACTOR shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred fifty-five thousand fifteen dollars and sixty-eight cents (\$155,015.68) for the term of the Agreement including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in

Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

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

RIVERSIDE COUNTY OFFICE OF ECONOMIC DEVELOPMENT

Attn: Accounts Payable

3403 10th Street, Suite 400

Riverside, CA 92501

- 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 (EDARC-98889-003-06/28) quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on

the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

3.5 LABOR CODE - 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 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. The Contractor shall comply with all applicable requirements of the California Labor Code including but not limited to Labor Code, Chapter 2, Subchapter 1, Article 10, Required Apprentices on Public Works Contracts. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals with, among other things, discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours and securing workers' compensation insurance and directly affect the method of prosecution of the work by Contractor and subject it under certain conditions to penalties and forfeitures. Execution of the Agreement by the parties constitutes their agreement to abide by said Chapter 1. Their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes Contractor's certification that it is aware of the provisions of said Chapter 1 and will comply with them and further constitutes Contractor's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." Contractor and its subcontractors shall comply with the provisions of Section 1777.5 of the Labor Code regarding apprentices. Contractor shall post at each job site during the course of the work a copy of District's "Determination of Prevailing Wage Rates", copies of said Determination are available from District for this purpose and at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

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 thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

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

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

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the 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 be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

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

16. Confidentiality

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

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

17. **Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. **Notices**

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

COUNTY OF RIVERSIDE

OFFICE OF ECONOMIC DEVELOPMENT
34003 10TH STREET, SUITE 400
RIVERSIDE, CA 92501

CONTRACTOR

CAL DREAMSCAPE LANDSCAPE, CO.
22421 BARTON RD. #286
GRAND TERRACE, CA 92313

19. **Force Majeure**

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

20. **EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the

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

21. 21. Hold Harmless/Indemnification

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

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

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

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

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

22. Insurance

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

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a

general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an 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.

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

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

By: [Signature]
Kevin Jefferies, Chair
Board of Supervisors

Dated: 2/7/23

CAL DREAMSCAPE LANDSCAPE, CO, a California corporation

By: [Signature]
Name: Kenneth Reed
Title: President

Dated: 2/22/22

ATTEST:
KIMBERLY A. RECTOR
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:
COUNTY COUNSEL

By: [Signature]
Kristine Bell-Valdez
Supervising Deputy County Counsel

FEB 7 2023 3.19

EXHIBIT "A"
SCOPE OF SERVICE

A1.0 Workmanship, Quality, and Appearance Level

- a) The 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 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.
- b) The Contractor's employees must be outfitted in the Contractor 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.
- c) The Contractor shall replace in kind and at Contractor's own expense, any lawn, ground cover, trees, shrubs, or irrigation system components requiring replacement through normal attrition, infestation, or negligence resulting from Contractor failing to provide maintenance in accordance with the provisions of this contract. The COUNTY must approve all substitutions. These requirements are not to be construed as requiring the Contractor to replace improvements due to conditions beyond the Contractor's control, but it is to be considered strictly as a normal maintenance condition compatible with accepted practice.
- d) 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.
- e) *Contractor will provide service at a level that ensures a three (3) week minimum maintenance cycle between all Community Service Area (CSA) locations. It is the expectation that of the County that the contractor will be onsite daily (Monday -Friday) for the CSA areas, the 3 weeks is what we expect for the total rotation for each service area to be completed within.*

A1.2 Work Not Included: The 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 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 County.
- b) Losses/damages beyond Contractor's control except that appropriate maintenance, repair, or replacement of such losses or damage made by the Contractor after receipt of approval and authorization from appropriate County representative.
- c) The County shall provide all utility services related to or required for the performance of this procurement.

A1.3 Materials: The 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 an SDS 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 reseeded shall be a certified mixture to match existing grasses.
- e) Replacement of Plants and Trees:

After obtaining approval of the County the 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, after obtaining the approval of the County for such replacement. The County shall provide replacement trees for those that have died or been damaged through no fault of the Contractor. The Contractor is responsible for providing labor and equipment to plant all replacement plants and trees under this procurement.

A1.4 Lawn Care: The 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 week 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 only by clean and properly adjusted mowing equipment with sharp cutting edges. Bruising or rough cutting of grass will not be permitted. Grass must be mowed to a uniform height, which will be determined for each site. Mowing directions shall be periodically alternated. "Scalping" will only be permitted during reseeded. All turf clippings must be removed from site after mowing.

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 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 Supervisor.

c) Sports Fields/Turf

All baseball/softball infields shall be prepped by dragging or other means on a weekly basis. Sports turf areas shall be renovated on an annual basis so as to not impose on the regular season for the sports using that particular type of sports field.

d) General Maintenance and Cleanup

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

- i. The 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.
- ii. The Contractor shall keep all cracks and seams in sidewalks, curbs, street gutters, and other paved areas free of weeds.
- iii. 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.
- iv. The 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 and repair any eroded trails by bringing in decomposed granite to original grade after any erosion. The cause of erosion shall be reported promptly to the COUNTY.
- v. Work sites shall be left orderly & neat upon completion of work for that particular day.
- vi. The Contractor is responsible for all traffic control required as a result of a contract. A traffic plan shall be submitted to and approved by the COUNTY prior to performing any work requiring traffic control.
- vii. 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.

A1.5 Weeds, Disease, and Pest Control

- b) 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 persons whether or not they are in or on the grounds.
- c) 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.
- d) 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 under the following circumstances:
 - i. Weeds over 4" in height must be hand pulled and properly disposed of.
 - ii. Weeds under 4" may be chemically treated as long as treatment does not damage surrounding turf or plant material. Any damage to turf or plant material as a result of chemical treatment must be replaced at Contractor's expense. 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.

- iii. 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.
- iv. The Contractor shall control poison oak where necessary (not limited to identified sites).
- v. The Contractor shall use Integrated Pest Management practices, and be responsible for pest control on all trees, shrubs, and ground cover.
- vi. Snails and slugs shall be controlled by the use of approved bait.

A1.5.1 NOTE: Extremely toxic materials, such as category I pesticides, shall not be used at any time.

A1.6 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. Aerating, reseeding, and renovating, must be documented. Schedule must be provided and approved by Landscape Maintenance Supervisor at least two weeks prior to the implantation of work.
- b) As required by County, Contractor shall reseed bare places or depressions in lawn areas after first bringing such depressions to grade level with topsoil.

A1.7 Watering

- a) Lawn areas shall be deeply watered as required by weather conditions to provide adequate moisture for optimum growth. At no time shall lawn areas be permitted to show lack of fresh green color or a loss of resilience due to lack of water.
- b) Wherever or at any time that a regularly installed sprinkler irrigation system does not adequately cover the lawn area in which it is installed, the 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.
- e) Note, Water usage and the condition of lawn areas may be impacted by current and future water delivery availability. As such, water usage maybe guided and or controlled by the State Water Resources Control Board.

A1.8 Fertilizing

- a) Lawn areas shall be fertilized not more than 3 times each year and no less than 1. 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, following schedule in Section VIII of Exhibit A of the Contract.
- 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 Contractor.
- c) The Contractor shall include fertilizing schedule information in a monthly work schedule required by the provisions.

A1.9 Trees, Shrubs, and Ground Cover Care: 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:

a) Watering:

Trees, shrubs, and ground cover shall be watered deeply and slowly to establish moisture to the full depth of the root zones. Watering shall be done in a manner to avoid erosion of soil, any runoff or ponding of water, or creating a waterlogged soil condition. The 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. The Contractor shall take note that in areas where no irrigation systems exist, the watering shall have to be done by hand.

- i. The 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.
- ii. 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. The Contractor must understand and protect Water Quality Management Plan (WQMP), and work with the OED Landscape Maintenance Supervisor to ensure regulatory compliance.

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

- i. The 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.
- ii. Re-stake and support trees when necessary, stakes and ties to be placed so no chafing of bark occurs. All guys and ties shall be checked frequently to prevent girdling.
- iii. 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.
- iv. Under no circumstances shall stripping of lower branches ("raising up") of young trees be permitted. Lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible to promote caliper trunk growth (tapered trunk). Lower branches may be cut only after obtaining permission from the Supervisor.
- v. Evergreen trees shall be thinned out and shaped when necessary to prevent wind and storm damage.
- vi. Pruning of trees and shrubs shall be done as needed to achieve the following:
 - 1) To shape, particularly to correct misshaping caused by the wind.
 - 2) To raise the lower branches of trees above head height wherever they overhang walks or paths.
 - 3) To cut back shrubs and ground cover where they encroach on the walks, paths, paved areas and fence lines.
 - 4) To remove suckers, water-sprouts, and other undesirable growth on trees.
 - 5) To remove all dead or damaged branches.
- vii. Minor pruning may be done at any time.

- viii. Pruning to remove a hazard shall be done immediately.
- c) Planter Areas:
 - i. The Contractor shall maintain all planters in a weed-free condition.
 - ii. The Contractor shall control all pests and diseases.
 - iii. The Contractor shall trim any dead material from all low shrubs and bushes to maintain a pleasing appearance at all times.

A1.10 Irrigation Systems

- a) Contractor shall apprise County prior to beginning of contract, inspect all installed irrigation systems on the site(s) covered by this Contract and shall report damage or malfunction of any system to the County.
- b) Throughout the term of the agreement, the Contractor shall be responsible for the effectiveness of the irrigation systems on the site(s) covered by this agreement. The Contractor shall:
 - i. Adjust and trim around all sprinkler heads to obtain and maintain proper water coverage.
 - ii. Remove the last sprinkler head from each system and flush lines if and as required.
 - iii. 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 County must approve all substitutions.
 - iv. Report promptly to the OED Landscape Maintenance Supervisor any damage to the irrigation systems.
 - v. Provide labor and equipment for the repair or replacement of all leaking or malfunctioning lateral lines, sprinkler heads, valves, and/or controllers.
 - vi. The Contractor shall report any mainline, valve, or controller problems to the OED Landscape Maintenance Supervisor within 24 hours of observation.
 - vii. Watering shall be done at night or in the early morning and shall be controlled to prevent any runoff, ponding, and over-watering. The Contractor shall adjust water application to compensate for changes in weather.
 - viii. All systems shall be operationally checked by the Contractor immediately following each mowing to ensure that no damage was caused by the mowing. Failure to do so and with any subsequent damages such as, but not limited to; soil ground erosion, loss of turf or plants shall solely be the responsibility of the Contractor to restore the foliage and area.
 - ix. Contractors 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.
 - x. Replacement of Parts: The Contractor shall obtain the approval of the OED Landscape Maintenance Supervisor before replacing any parts. The County shall have the option of providing replacement parts or having the Contractor provide the parts.

A1.11 Equipment: The 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 discontinues the use of any equipment or tools that in the opinion of said representative are not in an acceptable safe and usable condition.

A1.12 Landscape work will be performed at the following:

- a.) Community Service Area Services
 - i. Road Right of Way Streetscapes and Slopes (see attached area maps for general locations)
 - 1. Approximately 10,000,000 square feet
 - a. Contractor must provide per square foot cost for additional landscaping that may come into service area as a result of future development during duration of contract.
- b.) County Library Site Locations
 - ii. 11 locations throughout Riverside County

A1.13 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.

A1.14 Undocumented Workers: The agreement resulting from this solicitation involves the employment of unskilled labor. Such employment may be attractive to persons coming from foreign countries, sometimes illegally. Contractors are reminded that it is a crime to bring into the United States, transport within the United States, and to harbor aliens who do not have a proper visa to enter and work in this country (8 U.S.C. '1323-1325). If violations are suspected or discovered during payroll or other audits during the performance of work on this project, they shall be reported to the U.S. Immigration and Naturalization Service for investigation and appropriate action. Conviction of the Contractor for commission of a criminal offense referred to herein shall be deemed sufficient cause for default and the initiation of debarment or suspension proceedings to prevent the Contractor from receiving future County contracts.

A1.15 Landscape work shall be performed at the following Sites: See Exhibit C for maps of each location where work is to be performed.

Community Service Area Service Locations:

- a) It is the expectation that the contractor will be onsite daily (Monday -Friday) for the CSA areas, the 3 weeks is what we expect for the total rotation for each service area to be completed within. Contractor shall provide a work plan that details how Contractor will provide service at a level that ensures a three (3) week minimum maintenance cycle between all Community Service Area (CSA) locations.

Service Location	Frequency of Service	Area or Address of Service
Cabazon Park	Weekly	50425 Carmen Ave., Cabazon, CA 92230
Central Park Landscape Area	Daily Service with a 3-week minimum cycle rotation	Murrieta unincorporated area
Sky Canyon Landscape Area	Daily Service with a 3-week minimum cycle rotation	Murrieta unincorporated area
Four Season Landscape Area	Daily Service with a 3-week minimum cycle rotation	Murrieta unincorporated area
Highgrove Landscape Area	Daily Service with a 3-week minimum cycle rotation	Northern Riverside unincorporated area
Highgrove Community Park	Weekly	459 Center St. Riverside, CA 92507 Northern Riverside unincorporated area
Spring Mountain Landscape Area	Daily Service with a 3-week minimum cycle rotation	Northern Riverside unincorporated area
Morgan Hill Landscape Area	Daily Service with a 3-week minimum cycle rotation	Southern Temecula unincorporated area
Sycamore Creek Landscape Area	Daily Service with a 3-week minimum cycle rotation	Temescal Valley unincorporated area
Wine Country Landscape Area	Daily Service with a 3-week minimum cycle rotation	Temecula Valley Wine Country
Montecito Ranch Park	Weekly	8607 Calle Canon Rd. Corona, CA 92883 Temescal Valley unincorporated area
Terramor Valley Community Park	Daily Service with a 3-week minimum cycle rotation	Temescal Valley unincorporated area

County Library Site Locations:

a) It is the expectation that the contractor will be onsite weekly for the Library areas.

Service Location	Frequency of Service	Frequency of Service
Cabazon Library	Weekly	50425 Carmen Ave., Cabazon, CA 92230
Highgrove Library	Weekly	530 W. Center St., Riverside, CA 92507
Lake Elsinore Library	Weekly	600 W. Graham, Lake Elsinore CA 92530
Mead Valley Library	Weekly	21580 Oakwood St., Perris, CA 92570
Nuview Library	Weekly	29990 Lakeview Ave., Nuevo, CA 92567
Perris Library	Weekly	163 E. San Jacinto, Perris, CA 92570
Robidoux Library	Weekly	5840 Mission Blvd., Jurupa Valley, CA 92509
Sun City Library	Weekly	26982 Cherry Hills Blvd., Sun City, CA 92586
Valle Vista Library	Weekly	25757 Fairview Ave., Hemet, CA 92544
Wildomar Library	Weekly	34303 Mission Trail, Wildomar, CA 92595
Woodcrest Library	Weekly	16625 S. Krameria, Riverside, CA 92504

Edward Dean Museum Site Location:

b) It is the expectation that the contractor will be onsite weekly for the Museum Location.

Service Location	Frequency of Service	Frequency of Service
Edward Dean Museum & Gardens	Weekly	9401 Oak Glen Rd., Cherry Valley, CA 92223

A1.16 Inspection and Replacement: Thirty (30) days prior to the termination of the maintenance agreement an inspection of all foliage shall be conducted by the Contractor and the County, and any foliage deemed by the County to be in poor condition shall be replaced at the Contractor’s expense.

A1.17 Insurance: Awarded CONTRACTOR will be required to maintain applicable insurance coverage throughout the period of performance of the agreement. Document 116-310 contains the sample County service agreement for review; section 22 outlines the general insurance requirements.

A1.18 Cost sheet: The bid response should be made into Exhibit B of this document and uploaded as an attachment into section Public Purchase for this RFQ. Line items should be for an **inclusive cost per site** for services as noted for frequency. (weekly services, services every 2 weeks or monthly service). All services are to be billed monthly in arrears for scheduled landscape maintenance. Include additional line items for hourly rates and emergency service fees if needed for repairs of irrigation system. OED Managers will decide what level of service is applicable to each site and award based on lowest cost per site or as a single

award. Contractor is to indicate in the notes section of the hourly rates line if cost is portal to portal charges or an additional travel rate will be charged for each repair.

A1.19 Add / Delete Sites: Throughout the period of performance of an awarded contract(s), County retains the right to add and/or delete sites as it meets the operational requirements of the department. Awarded contractor will be notified of any add/deletions and updated pricing for added sites will be requested at the time of notification.

A1.20 Work Product: All work papers prepared in connection with the contractual services will remain the property of the successful Contractor, however, all reports rendered to the County are the exclusive property of the County and subject to its use and control

A1.21 Additional Scope of Work for Edward Dean Museum Location

- 1) All Maintenance and Grounds Work shall be scheduled with the County Grounds Crew Worker. The Grounds Crew Worker shall schedule routine weekly grounds work to be performed, i.e., Thursday at 9:30 am. Contractor shall coordinate with the Grounds Crew Worker to ensure the grounds are maintained during wet weather conditions.
- 2) The Contractor shall not cut any of the roses in the rose gardens. This site has volunteers who shall maintain the roses. The pulling of weeds in the rose beds is permitted.
- 3) The Contractor shall not cut any of the Trees without the expressed authorization of the Grounds Crew Worker. Contractor shall make recommendations to the Grounds Crew Worker on any tree requiring trimming. Only the Grounds Crew Worker can authorize the tree trimming and pruning.
- 4) Establish the watering schedule for each specific area.
- 5) Contractor responsible for weekly mowing, blowing, and liter pick up including leaf pick up.

A1.22 County Observed Holidays:

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

*** Note:**

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.

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

EXHIBIT B
PAYMENT PROVISIONS

Edward Dean Museum Site Location:

Service Location	Frequency of Service	Cost per Square foot	Monthly Cost of Service
Edward Dean Museum & Gardens	Weekly	\$0.02	\$2,422.12
		Total Monthly Contract Cost	\$2,422.12

Additional As Needed Services

Service Location	Hour Rate	Comments
Emergency Irrigation Repair	\$45.00/Foreman \$35.00 Laborer	
Emergency Landscape Service	\$35.00/Foreman \$30.00/Laborer	
Other:	\$65.00/Foreman \$40.00 Laborer	Tree Care Services
Other:		

EXHIBIT C

Service Location

Service Location	Frequency of Service	Frequency of Service
Edward Dean Museum & Gardens	Weekly	9401 Oak Glen Rd., Cherry Valley, CA 92223

Amendment No. 3
Professional Service Agreement
between

Excel Landscape, Inc. and the County of Riverside

This First Amendment to the Professional Service for Landscape Maintenance Services dated as of this 7th day of February, 2023 is entered into by and between the County of Riverside ("County") and Excel Landscape, Inc. ("Contractor"). County and Contractor may be referenced herein individually as a "Party" and collectively and the "Parties."

RECITALS

Whereas, the County of Riverside ("County") and Excel Landscape, Inc. ("Contractor") entered into a Professional Services Agreement for Landscape Maintenance Services ("Agreement") on December 8, 2015 that was amended on August 23, 2016.

Whereas, the Parties intend to extend the term of the Agreement to prevent a lapse in services.

Now Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

1. The Recitals referenced above are true and correct and incorporated herein by reference into this First Amendment. All capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.
2. Section 2 Period of Performance is amended to delete the first sentence and preplace it with:
This Agreement shall be effective upon signature of this Agreement by both parties and will continue in effect for five (5) years with the option to extend until March 23, 2023, unless terminated earlier.
3. Except to the extent specifically added to, modified, or amended herein, all of the terms, covenants and conditions of said AGREEMENT, dated December 8, 2015, and Amendment No. 1, dated August 23, 2016, shall remain in full force and effect between the parties hereto.

(Signatures on the next page)

In Witness Whereof, the parties hereto have caused their duly authorized representatives to execute this Agreement.

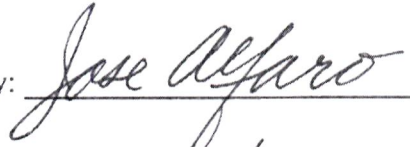
COUNTY OF RIVERSIDE, a political
Subdivision of the State of California

By: 

Kevin Jefferies, Chair

Dated: 2/7/23

Excel Landscape, In.

By: 

Dated: 2/7/2023

ATTEST:

Kimberly Rector

Clerk of the Board

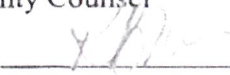
By: 

Deputy

APPROVED AS TO FORM:

Minh C. Tran

County Counsel

By: 

Kristine Bell-Valdez

Supervising Deputy County Counsel