

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



ITEM: 13.7  
(ID # 22168)

MEETING DATE:  
Tuesday, June 27, 2023

FROM : Regional Parks and Open Space District:

SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT: Approve the Professional Services Agreement with RP Landscape and Irrigation for Landscape Services for Five (5) Years; District 2. [\$775,018 Total Cost - Park Maintenance and Operations Fund 100%]

RECOMMENDED MOTION: That the Board of Directors:

1. Approve the Professional Service Agreement with RP Landscape and Irrigation for landscape maintenance and irrigation services for five years in the amount of \$775,018;
2. Authorize the Chairman to execute three (3) copies of the Agreement on behalf of the Riverside County Regional Park and Open-Space District (District);
3. Authorize the General Manager, or designee, to execute future amendments, as approved by County Counsel, that do not change the intent or purpose of the agreement; and
4. Direct the Clerk of the Board to return two (2) copies of the executed Agreement to the District.

ACTION: Policy

Kyla R. Brown, General Manager

6/16/2023

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MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Perez, seconded by Director Spiegel 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: June 27, 2023  
xc: Parks

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy





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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 155,004	\$ 775,018	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Park Maintenance and Operations Fund 25400 – 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 23/24-27/28	

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

**BACKGROUND:**

**Summary**

Since 2012, the Riverside County Regional Park and Open-Space District (“District”), has contracted landscaping services for maintenance and beautification of District facilities. The District contracts these services due to the unique detailed maintenance required for specific sites which also involves certain equipment that the District does not possess and would have challenges renting or leasing. The District is requesting service for (3) three locations: Park District Headquarters, Rancho Jurupa Park, and Jensen-Alvarado Ranch. These locations total approximately 1,702,573 square feet of landscape, inclusive of soft-scape, hardscape, irrigation systems, and mowing areas to be maintained by this contract. The selected contractors have expertise in hardscape, softscape, turf mowing, irrigation maintenance, and replacement services. Once awarded, this contract would be in effect until June 30, 2028. Contract amount is \$155,003.52 annually, with an aggregate total of \$775,017.60 over the (5) five-year term.

Contract has been approved as to form by County Counsel.

**Impact on Residents and Businesses**

The approval of these contracts will provide the most efficient delivery of landscape maintenance services. These services not only provide aesthetic and environmental value, they also support the efforts, guidelines and practices under the guise and affiliated with Water Quality Management Plans and the State Water Control Resource Board.

**Contract History and Price Reasonableness**

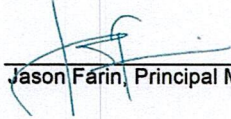
On January 4, 2023, County Purchasing, on behalf of RSO and the District, issued a Request for Quotation (RFQ) # SHARC-646 for Landscape Maintenance Services. The bid was advertised and published on the County’s Internet, PublicPurchase.com, and the bid was sent to forty-one (41) potential bidders, thirty-two (32) bidders downloaded the bid, and five (5) bidders submitted their pricing. Upon evaluation, RP Landscape and Irrigation was determined to be the lowest responsible bidder for District locations.

**ATTACHMENTS (if any, in this order):**

Professional Services Agreement



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



Jason Farin, Principal Management Analyst 6/21/2023



Kristine Bell-Valdez, Supervising Deputy County Counsel 6/19/2023

**PROFESSIONAL SERVICE AGREEMENT**

**for**

**LANDSCAPE MAINTENANCE SERVICES**

**Between**

**RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT**

**and**

**ROY D. PEREZ DOING BUSINESS AS**

**R P LANDSCAPE & IRRIGATION**





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This Agreement made and entered into by and between Roy D. Perez, a Sole Proprietor, doing business as R P LANDSCAPE & IRRIGATION, (herein referred to as "CONTRACTOR"), and RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a special district created pursuant to the California Public Resource Code Div. 5, Ch.3, Art.3, (herein referred to as "DISTRICT"). 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 DISTRICT relies upon this representation. CONTRACTOR shall perform to the satisfaction of the DISTRICT 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 DISTRICT 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 upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the DISTRICT for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The DISTRICT 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 DISTRICT to CONTRACTOR shall not exceed one hundred and fifty-five thousand and three dollars and fifty-two cents (\$155,003.52) annually including all expenses. The DISTRICT 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, DISTRICT shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the DISTRICT. The DISTRICT requires written proof satisfactory to DISTRICT 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 DISTRICT. 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 increase requests 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 DISTRICT and approved (if needed) for budget funding by the Board of Supervisors.

Labor rate increases may be considered and shall not exceed the percentage increase change amount as issued by the Department of Industrial Relations (DIR) determinations for the classification(s) of work utilized for landscape maintenance services. General prevailing wage rates are issued twice per year on February 22 and August 22 and go into effect ten (10) days after the issue date of the determination. Justification for increase request from CONTRACTOR must include the current classification of work wage rate and the new rate determination for the same classification issued by the DIR.

Special consideration for additional price increases may be considered for mileage charges and shall be based on the current Internal Revenue Services (IRS) mileage reimbursement rate in place at the time of the request.

DISTRICT is not obligated to approve any price adjustments as noted above.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to DISTRICT by CONTRACTOR within fifteen (15) days from the last date of each calendar month, and DISTRICT 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 DISTRICT. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:



Riverside County Regional Park and Open-Space District  
Attn: Finance  
4600 Crestmore Road, Jurupa Valley, CA 92509  
OR: Email invoices to: [parcs-finance@rivco.org](mailto:parcs-finance@rivco.org)

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 (PKARC-98836-001-06/28); service site location(s); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

a) Invoices shall be rendered monthly in arrears.

**3.4** The DISTRICT obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of DISTRICT 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 DISTRICT 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, DISTRICT shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

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

**4.1** The Board of Supervisors and the DISTRICT Purchasing Agent and/or his designee is the only authorized DISTRICT 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 DISTRICT 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.** DISTRICT may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** DISTRICT 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 DISTRICT may proceed with the work in any manner deemed proper by DISTRICT.

**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 DISTRICT and deliver in the manner as directed by DISTRICT any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to DISTRICT.

**5.4** After termination, DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT pursuant to this Agreement shall be the sole property of the DISTRICT. The material, reports or products may be used by the DISTRICT for any purpose that the DISTRICT deems to be appropriate, including, but not limit to, duplication and/or distribution within the DISTRICT 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 DISTRICT.

**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 DISTRICT of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the DISTRICT'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 DISTRICT 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 DISTRICT or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other DISTRICT 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 DISTRICT 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 DISTRICT. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the DISTRICT 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 DISTRICT may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the DISTRICT 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 DISTRICT 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 DISTRICT. 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 DISTRICT 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 DISTRICT harmless from any and all claims that may be made against DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT 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, DISTRICT business operations related to this Agreement.

**9.6** CONTRACTOR shall notify DISTRICT 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 DISTRICT; 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 DISTRICT. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction and shall maintain these throughout the term of this Agreement.

**12.1** CONTRACTOR California Contractors State License Board (CSLB) License(s) and classification(s):



C27 Landscaping Contractor: No. 702393

Expiration: 02/28/2025

C61/D49 Tree Service Contractor: 702393

Expiration: No. 02/28/2025

**12.2** CONTRACTOR California Department of Industrial Relations (DIR) Public Works

Contractor (PWC) Registration Number: 1000010839

DIR PWC Expiration Date: 06/30/2024

**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 DISTRICT 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 DISTRICT 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 DISTRICT. CONTRACTOR shall provide to the DISTRICT reports and information related to this Agreement as requested by DISTRICT.

**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; DISTRICT information or data which is not subject to public disclosure; DISTRICT 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 DISTRICT 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 DISTRICT, any such information to anyone other than the DISTRICT. 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 DISTRICT Purchasing Agent, or designee, in cooperation with the Project Management Office Director, or designee, shall administer this Agreement on behalf of the DISTRICT. 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:

**DISTRICT**

Riverside County Regional Park

**CONTRACTOR**

Roy D. Perez DBA R P Landscape & Irrigation



And Open-Space District  
4600 Crestmore Road  
Jurupa Valley, CA 92509

275 South G. Street  
San Bernardino, CA 92410

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

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or

representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; 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 DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

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

## **22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the DISTRICT 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 DISTRICT herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

### **A. Workers' Compensation:**

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

### **B. Commercial General Liability:**



Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$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.

4) 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.

5) 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.

6) 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.

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

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

9) 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 DISTRICT. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by DISTRICT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of DISTRICT to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing DISTRICT 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 DISTRICT for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the DISTRICT on request; or at its option the DISTRICT 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 DISTRICT pursuant to this Agreement, free from all liens, claims, or encumbrances.

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

**23.7** The DISTRICT 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 DISTRICT 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 DISTRICT 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.

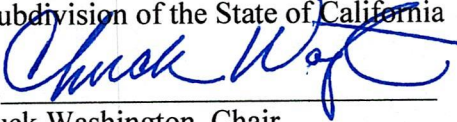
**23.12** This Agreement, and/or any subsequent amendment(s), may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Amendment agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Amendment. The parties further agree that the electronic signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

**23.13** 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.

RIVERSIDE COUNTY REGIONAL PARK  
PARK & OPEN SPACE DISTRICT, A special district  
a, subdivision of the State of California

By:   
Chuck Washington, Chair  
Board of Supervisors

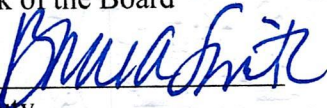
Dated: 6/27/23

Roy D. Perez, a Sole Proprietor DBA  
R P Irrigation & Landscape

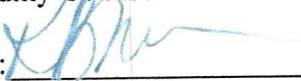
By:   
Name: Roy D Perez  
Title:

Dated: 6/21/23

ATTEST:  
Kimberly Rector  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Minh Tran  
County Counsel

By:   
Kristine Bell-Valdez  
Deputy County Counsel

JUN 26 2023 13.7



**EXHIBIT A  
SCOPE OF SERVICES**

**A1.0 Purpose:** CONTRACTOR shall provide professional landscape maintenance services for Parks District facilities located in Jurupa Valley, CA as detailed herein. Landscape areas are defined as all lawn areas, trees, shrubs, header boards, retaining walls, mowing strips, barked areas, ground cover, and flower beds as presently existing. Landscape maintenance includes, but is not limited to, mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

**A2.0 Public Works:** Scheduled preventative maintenance, including landscaping services, landscape installation, and/or maintenance and repair of irrigation and sprinkler systems, is considered a public works project according to California Labor Code 1771 and subject to prevailing wage requirements, compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). CONTRACTOR shall comply with all applicable provisions of the California State Labor Code regarding prevailing wages, Department of Industrial Relations Division of Apprenticeship Standards Labor, and other requirements, including but not limited to Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., 1771.4, 1773.1, 1774, 1775 and 1776.

**A2.1** This Agreement has been registered with the DIR. PWC-100 information is noted below:

DIR PROJECT ID: # 470371 for Certified Payroll Records (CPR) reporting

PWC-100 filed date: 5/31/2023

Project Name: Landscape Maintenance Services

Project Number: PKARC-98836-001-06/2

Contract Number: PKARC-98836-001-06/28

County Project Manager: Shawn Huggard

Contractor Project Manager: Roy Perez

**A2.2** CONTRACTOR identified classifications which will apply to the services provided:

**A3.0 Landscape Services Location and Schedule for District:**

Site No.	Location / Station Name	Service Address	Service Schedule
1	Crestmore Manor	4600 Crestmore Road Jurupa Valley, CA 92509	Weekly
2	Rancho Jurupa Park	4800 Crestmore Road Jurupa Valley, CA 92509	Weekly
3	Jensen Alvarado Historic Ranch and Museum	4307 Briggs Street Jurupa Valley, CA 92509	Weekly

**A4.0 Crestmore Manor Service Requirements:**

A4.1 Mowing Specifications

- a) Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles located within the turf areas such as electrical boxes or fixtures.
- b) Do not mow areas that are saturated with water.
- c) Awarded Bidder(s) must work with District Representative to arrange an alternate day within the same week to complete the scheduled mow if unable to complete on scheduled date.
- d) If awarded Bidder is unable to reschedule due to rain, then no cost for services shall be charged.
- e) If ruts are made, awarded Bidder will make repairs at their own expense.
- f) Cool season turf grass will be maintained at a height of two (2) inches.
- g) Common Bermuda and other warm season grasses shall be mowed to not exceed one (1) inch height, hybrid Bermuda at three-quarters (3/4) inch height.
- h) Avoid removing more than one-third (1/3) of the leaf area blade at any one time.
- i) All glass, leaves, paper and other debris shall be removed and disposed of off-site prior to mowing.
- j) All walkways, roadways, trails, or other areas dirtied by mowing operation shall be cleaned and all debris disposed of off-site prior to the completion of that day's mowing operations or the end of the day, whichever occurs first.

A4.2 Mowing Schedule for all Turf Areas

- a) **April through September:** All turf areas shall be mowed once per week on Monday and could be requested up to twice per week during the peak summer months, as directed by the District. Additional mowing service cost should be noted in the service line item section of the bid response.
- b) **October through March:** All turf area shall be mowed on Monday once per week. However, the District may request service only be done every other week during the winter months.
- c) Adjustments to the mowing cost for this location shall be applied as requested and agreed upon. Regular monthly costs should reflect either weekly and/or additional service cost or the



bi-weekly schedule as applicable to the approved request and the actual amount of services provided.

A4.3 Roses

- a) Roses shall be checked and retied as required.
- b) Pruning of roses will be in accordance with good horticulture practices.
- c) Rose shall receive a hard prune once a year during winter months per good horticulture practices.
- d) Roses shall be trimmed as required for safety, disease, general containment or appearance, or as directed by the District Supervisor.
- e) Roses can be susceptible to mildew and diseases. Before the plant's health and survivability is compromised, applications of fungicides should be made by the awarded Bidder(s).
- f) Roses are to be maintained such that they present a neat appearance at all times and are not a public hazard. This includes, but is not limited to, cutting dead roses from the rose bushes.
- g) No roses shall be removed from the District's property without the District Supervisor prior approval.
- h) Roses shall not be allowed to grow into trees or other undesirable shapes.
- i) Any roses found to be dead or missing shall be replaced with plant material of identical species at the awarded Bidder(s) expense unless the loss was due to excluded damage. If the loss resulted from excluded damage, replacement will be paid for as additional work. Additional work will be quoted as requested and include the applicable contracted labor rate with an option for awarded Bidder(s) to provide the required roses and be reimbursed at cost for such plants. District may also choose to provide the roses and only require installation labor from the awarded Bidder(s).

A4.5 Groundcover:

- a) Groundcover shall be maintained in a healthy, vigorous growing condition, free from disease and large concentrations of pests.
- b) All groundcover shall be pruned, trimmed, thinned, and hedged to properly contain its size with respect to species, size of planters and the best health of the plant.
- c) Any groundcover found to be dead or missing shall be replaced with plant material of identical species at the awarded Bidder's expense unless the loss was due to excluded damage. If the loss resulted from excluded damage, replacement will be paid for as additional work.
- d) Keep groundcover trimmed back from sidewalks, curbs, and paved areas on a weekly basis. Do not create vertical edges when pruning groundcover. Cut the edges at an angle for a more natural appearance and healthier plants.

A4.6 Shrubs and Vines:

- a) Shrubs and vines shall be kept in a healthy, vigorous condition, free from disease and large concentrations of pests.
- b) All shrubbery shall be pruned, trimmed, thinned, hedged and suckers removed as needed to properly contain its size with respect to species, size of planters and the best health of the plant.

- c) Shrubs shall be pruned as required for safety, removal of broken, dead and diseased branches, general containment, and appearance.
- d) Shrubs shall be pruned weekly only as needed to remove branches that are dead, broken, extending beyond the face of curbs or sidewalks, or are climbing building walls (unless they are intended to climb the wall, such as climbing vines). Formal hedges and topiary shall be regularly pruned to maintain a uniform height and width. Except as noted previously, allow the shrubs to grow unpruned to their natural sizes.
- e) Shrubs uniformly planted in rows, where it is clear the intent was to create a hedge, shall be pruned to encourage a hedge. Shrubs in hedges shall be encouraged through pruning to form a dense, continuous hedge, branching fully to the ground. All other shrubs shall be pruned only as required for safety, visibility, and plant health, and allowed to develop into the natural shapes expected of the plant variety. Do not shear shrubs into topiary (shapes) unless specifically instructed to do so in writing by the District's authorized representative.
- f) The awarded Bidder(s), at their expense, shall be responsible for the complete removal and replacement of shrubbery lost due to negligence by the awarded Bidder(s) as determined by the District Supervisor.
- g) If the shrubbery loss resulted from excluded damage, replacement will be paid for as additional work and a quote may be requested.
- h) Minor shrubbery damage may be corrected by appropriate pruning.
- i) Major shrubbery damage shall be corrected by removal of the damaged shrub and replacement with the same species and size.
- j) Prune shrubs to retain as much of the natural informal appearance as possible, consistent with intended use.
- k) Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance.
- l) Remove any spent blossoms or dead flower stalks as required to present a neat appearance.
- m) Shrubs and mounding shall not exceed two (2) feet in height within areas required for vehicle sight distance depending upon roadway topography (i.e., medians and street corners).
- n) Shrubs shall be pruned and trimmed using sound horticultural techniques.
- o) Shrubs shall be maintained within the limits of confined areas (i.e., narrow medians, walkways, etc.) so as not to encroach on those areas.
- p) Shrubs shall be trimmed to maintain horizontal clearance along all walkways and trails to prevent encroachment onto private property.
- q) Secure vines with appropriate ties to promote directional growth on supports.
- r) Do not use nails to secure vines on masonry walls.
- s) Existing vines planted in pockets not provided with sprinklers shall be deep watered as needed to promote optimum growth.
- t) Pruning of shrubs will be in accordance with good horticulture practices

A4.7 Refurbishment and overseeding of Turfgrass:

- a) Turf areas that thin out due to shading effect of trees, structures and improper irrigation will be reseeded with an approved grass seed to restore the thinning areas.
- b) Turf areas planted with seasonal grasses will be overseeded with appropriate grass to keep them green year-round.

A4.8 Trees:







- a) Trees shall be maintained in a healthy, vigorous growing condition, free from disease and large concentrations of pests.
- b) The contractor shall be responsible for providing minimal tree trimming and maintenance. Minimal maintenance is described as removing suckers, re-staking or re-tying trees, removing tree stakes, skirting for height up to fifteen (15) feet.
- c) Discard all tree trimmings off-site using a legal method.
- d) Any tree found to be dead or missing shall be replaced with plant material of identical species at the awarded Bidder's expense unless the loss was due to excluded damage.
- e) If the loss resulted from excluded damage, replacement will be paid for as additional work.
- f) For tree replacement projects to be paid for as additional work, a quote should be provided to the District within two (2) weeks from discovery of dead/lost tree.
- g) Replacement trees shall equal in size to the originally installed tree at the time it was planted at the site.
- h) If damage results in loss of trees, the damaged trees shall be removed and replaced with a tree of the same species and size.
- i) All damage resulting from chemical operations, either spray drift or lateral leaching shall be repaired in accordance with the above.

A4.9 Crestmore Pond:

- a) Any plants planted along the perimeter of the pond, or aquatic plants in the pond, shall be kept in a healthy, vigorous condition, free from disease and large concentrations of pests.
- b) Awarded Bidder shall be responsible for removal and treatment of aquatic weeds from pond.

A4.10 Edging and Trimming:

- a) Edges will be neatly kept and trimmed around all walls, buildings, curbs, header boards, valve boxes, quick couplers, and paved areas on a weekly basis to present a neat, clean appearance.
- b) All walkways, driveways, and parking lots will need to be blown after edging to maintain a clean, well-groomed appearance.
- c) Chemically edge around trees (tree wells) within a minimum eighteen (18) inch radius from the trunk using care not to damage the tree trunk or roots. At no time will chemical edging be allowed on anything other than tree wells unless directed otherwise in writing by the District.
- d) Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris.
- e) All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass.
- f) Edging and cleanup shall be performed in conjunction with turf mowing.
- g) Edging and cleanup of bed areas shall be performed in conjunction with turf mowing.
- h) String trimming shall be performed as needed.
- i) Care shall be exercised regarding the use of string trimmers to prevent damage to building surfaces, walls, header board, light fixtures, signage, etc.
- j) String trimmers shall not be used within eighteen (18) inches of a tree trunk.
- k) Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means.

A4.11 Pest Control, Disease, and Weed Control:

- a) Awarded Bidder(s) must possess and maintain an active certificate Pest Control License issued through the California Department of Agriculture and Consumer Services. Only trained applicators will apply agriculture chemicals
- b) Treatment of turf areas for damaging pest/insect infestation or disease and weed control will be the responsibility of the awarded Bidder(s).
- c) All products will be applied as directed by the manufacturers' instructions and in accordance with all state and federal regulations.
- d) Awarded Bidder(s) shall supply and apply herbicide sufficient to maintain turf weed free and in optimum health to the entire park, including pre-emergent when needed.

A4.12 Weeds:

- a) Weeds are defined as a plant that is not valued where it is growing and is usually of vigorous growth, especially one that tends to overgrow or choke out more desirable plants. Weed control will be the responsibility of the awarded Bidder(s).
- b) All weeds must be removed upon appearance. Selective pre-emergent and post-emergent herbicides shall be used to kill weeds without permanent injury to other plants.
- c) Broadleaf weeds in turf shall be removed selectively, without injury to the lawn grass other than slight, temporary discoloration.
- d) Chemical control should be applied as often as necessary to maintain turf areas in a weed free condition.
- e) Grass weeds in lawns shall be controlled with selective pre-emergent and post-emergent herbicides.
- f) Creeping grasses shall be kept out of shrubs and groundcovers.
- g) Weeds not killed with herbicides shall be removed manually. Turf and other desirable plants killed by neglecting to remove weeds and/or improper chemicals uses due to the negligence of the awarded Bidder shall be replaced at their expense.
- h) Remove and treat all aquatic weeds from Crestmore pond
- i) All replacements must be made within seven (7) calendar days after receiving notice from the District.
- j) Awarded Bidder(s) shall be responsible for controlling weeds in the cracks and expansion joints of hardscape areas that are contiguous to contractor-maintained District landscape areas. This includes, but is not limited to, curb and gutter areas, sidewalks, walkways, picnic areas, courts, trails, etc.
- k) Landscape areas adjacent to empty lots shall have a maintained four (4) foot to five (5) foot buffer zone separating the landscape from the weeds or vegetation on empty lots.

A4.13 Pest Control of Plant Material:

- a) Awarded Bidder(s) shall practice Integrated Pest Management (IPM) as a science-based, common-sense approach for reducing populations of disease vectors and public health pests. This shall involve common-sense practices that use environmentally acceptable methods of pest control with the least possible hazard to the public, District property, and the environment. Practices shall combine the use of current information on pest life cycles, exclusion, natural enemies, and host resistance.
- b) Awarded Bidder(s) shall notify District of pest presence and have forty-eight (48) hours to eradicate the pest problem.



- c) Complete pest control of all plant pests and/or diseases shall be provided.
- d) Awarded Bidder(s) shall obtain and maintain all necessary licenses and permits to comply with District, County, State and Federal regulations or laws.
- e) Awarded Bidder(s) will assume responsibility and liability for the use of all chemical controls.
- f) Pest and disease shall include but shall not be limited to all insects (i.e. snails, sowbugs, aphids, etc.), mites, other vertebrates, and invertebrates including pocket gophers, moles and squirrels, pathogens and nematodes.
- g) All material use shall be in strict accordance and applied within the most current Environmental Protection Agency (EPA) regulations and the California Food and Agricultural Code.

A4.14 Rodent Control:

- a) All rodents to be controlled shall be identified and feeding habits determined prior to treatment of the area.
- b) Rodenticides must be approved by District staff prior to use.
- c) All mounds shall be raked level a minimum of twenty-four (24) hours prior to treatment.
- d) All treated bait, traps and gasses used to control rodents shall be placed in the tunnel. Traps shall be covered with soil once inserted into tunnel, to prevent vandalism and to ensure public safety.
- e) All spilled bait shall be picked up or buried immediately.
- f) All bait containers and/ or applicators shall be of the type that will minimize spills.
- g) All treated areas shall be inspected for dying animals after treatment. All dying animals and/or carcasses shall be removed and disposed of off-site prior to the end of each workday until the area no longer requires further treatment.

A4.15 Application of Pesticides:

- a) District shall be notified prior to the application of pesticides and other chemicals. Pesticide applications shall be recorded on the maintenance schedule, be accessible when requested and coordinated with the District. Material use reports for all pesticides shall be filed with the District no later than the tenth (10<sup>th</sup>) day of every month for the preceding month.
- b) Pesticides shall be applied at times which limit the possibility of contamination from climatic or other factors. Early morning application shall be used, when possible, to avoid contamination from drift. Applicator shall monitor forecast weather conditions to avoid applications prior to inclement weather, to eliminate potential runoff or violation in treated areas.
- c) Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities of which the area is capable of absorbing without excessive runoff.
- d) Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the State of California Food and Agricultural Code or EPA regulations.
- e) Spray equipment shall be in good operating condition, quality, and design to efficiently apply materials to the target area. Spray drift from pesticide applications shall be minimized.

- f) Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the District.
- g) When climatic factors cause problems with the general use of fertilizers, an adjustment of the fertilizing schedule may be necessary. After fertilizer application, watering schedule shall be monitored to eliminate runoff or leaching of fertilizer materials.

A4.16 Cultivation and Mulching:

- a) Awarded Bidder(s) shall cultivate landscape bed areas and tree wells sufficiently and often enough to control weed growth and maintain existing irrigation and drainage ditches.
- b) Mulch is also required to be applied in all open dirt areas and/or around tree and shrub planters as required by the District and mulch will be supplied/paid for by the District.
- c) Wood chips in existing mulch beds should be replenished as needed and determined by the District.

A4.17 Fertilization:

- a) Fertilizers shall be applied to provide sufficient nitrogen and other basic nutrients on a regular basis to maintain the turf in a healthy condition, or as directed by the District.
- b) Fertilizer will be applied as often as required to maintain deep green color at all times.
- c) The type of turf and time of year will determine the type of fertilizer used.
- d) The frequency of application will greatly depend on the amount of leaching caused by excess use of water. The type of fertilizer used, and frequency applied will be recorded. Coordinate all fertilizer applications with the District.
- e) Awarded Bidder(s) shall furnish and apply a balanced fertilizer as needed in shrub areas to maintain a healthy appearance and condition, or as directed by the District.

A4.18 Asphalt Areas Parking lots and Pathways:

- a) Special emphasis shall be placed on chemical edging along these areas to prevent damage to the asphalt by vegetation. All such damage caused by negligence on the awarded Bidder(s) part shall be repaired at their expense.
- b) Contractor will clear all debris from asphalt and pathway areas.
- c) Dispose of leaves and debris off site.

A4.19 Irrigation Repairs & Maintenance:

- a) Awarded Bidder(s) shall be responsible for all maintenance to the complete in-ground portion of the irrigation system from the point that irrigation water exits the system to the point of connection with the water meter.
- b) Irrigation maintenance shall include inspections, operation of the systems, adjustments, repairs, modifications, testing, analysis, and other work as needed.
- c) In the event the system requires repair, awarded Bidder(s) is to provide parts at an additional cost, not to exceed a 15% mark up, and installation labor and a quote may be requested.
- d) There will be an understanding and agreement between District and awarded Bidder(s) when repair exceeds regular scheduled maintenance needs and should be considered additional work to be invoiced as a separate cost. Minor repairs to the irrigation system should be considered as maintenance and included in the contracted service costs.
- e) If repair is due to negligence on the part of the awarded Bidder(s), the damaged system / section / part will be repaired in its entirety at their expense.



- f) Any repair needs identified in the observation report will be corrected within three (3) days.
- g) Any repairs made by the Contractor shall be in accordance with the original design specifications. All materials are to be new and identical to existing materials, unless a District Supervisor approves a substitute in writing.
- h) Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranty.
- i) All irrigation heads shall be kept clean of flow impediments and adjusted properly at all times.
- j) Awarded Bidder(s) shall be responsible for adjusting height of sprinklers and risers as necessary to compensate for growth of plant material.
- k) Contractor shall restore any landscape areas disturbed by irrigation repair work back to their preexisting condition.
- l) Damages to plant material due to lack of performance in accordance with these requirements shall be the responsibility of the awarded Bidder(s) and will be repaired at their expense.
- m) Damage to the system caused by conditions under which the awarded Bidder(s) has no control, shall be repaired as additional services cost if approved by the District. Such circumstances include, but are not limited to, theft (missing heads), storm damage or damage by others. A cost estimate (quote) will be requested for each repair.
- n) At any time, the District may request a coverage test to evaluate proper settings, timing, usage, or maintenance of system. Testing will be a separate cost and the inclusive
- o) Contoller enclosures shall be kept free of debris and pests (slugs, ants, spiders, etc.) at all times. Any subsequent damage due to not meeting this requirement will be the responsibility of the awarded Bidder(s) to correct.
- p) Awarded Bidder(s) shall be responsible for hand watering any areas not provided with an automatic irrigation system. Hand watering will also be required to any landscape areas with a non-functioning irrigation system if it is their responsibility to maintain that system and area until the system is functional.
- q) Awarded Bidder(s) may be required to hose off plant material monthly in areas where a drip system is used.

A4.20 Irrigation Reporting:

- a) All irrigation systems shall be checked once per week, at a minimum, for proper operation. A record of this observation must be maintained and submitted to the District by the first working day of the following week. During extreme weather conditions more frequent observations and adjustments may be required.
- b) An irrigation schedule shall be submitted to the District which lists watering days and times for stand-alone controllers.
- c) Irrigation zone data sheets shall be created and maintained upon request of the District.

A4.21 Water Management and Programing:

- a) The initial programming of new controllers shall be performed by District personnel, with the awarded Bidder(s) assistance.
- b) The awarded Bidder(s) is responsible to monitor and adjust all automatic controller programs at all times. The central irrigation system program adjustments shall be coordinated with the District. The expectation is to use the minimum amount of water required to maintain healthy plant growth and vigor.

- c) Irrigation shall be applied at hours that will ensure that vehicular traffic and foot traffic is not disturbed.
- d) Watering shall be scheduled to prevent runoff, pooling, and over-watering.
- e) In determining rates of application, soil type, topography, and weather condition shall be taken into consideration.
- f) Until the groundcover plantings are established, care shall be exercised to minimize soil erosion using proper irrigation programming. Repeat cycles shall be utilized where appropriate and available, applying water over shorter periods of time that will allow for proper infiltration and thereby minimizing runoff.
- g) Particular attention shall be required for all sloped areas which, by physical nature, provide for the greatest potential runoff.
- h) All stand-alone controllers in the field shall be turned off when it is unnecessary to irrigate due to adequate rainfall.
- i) Automatic controllers, backflow and pump enclosures shall always be locked. The District will have master keys to all controllers. The District shall provide locks for irrigation enclosures. However, it is the awarded Bidder(s) responsibility to request replacement locks as needed if lost or damaged. If locks are lost or damaged due to awarded Bidder(s) negligence, the cost of the lock will be deducted from the invoiced service cost for the location.

A4.22 Trash, litter and debris clean-up:

- a) Applies to all landscape areas as well as contiguous hardscape areas.
- b) All trash, litter and debris shall be removed and disposed of.
- c) All animal feces or other material detrimental to human health shall be removed.
- d) All broken glass and sharp objects shall be removed daily.

A4.23 Dethatching and Aerating cost per instance:

- a) Aerate entire area using an aerator.
- b) Dethatch the entire area using a thatching machine set to contact the soil line and remove the thatch from the lawn when completed.
- c) Mow with rotary mower at regular cutting height as specified above or as directed by the District Supervisor.
- d) Before work begins, contractor must flag irrigation heads, valve boxes, and low voltage lighting. Any damage will be the contractor's responsibility.

A4.24 Additional Services Requested as Needed:

- a) Installation of new plants
- b) Once a year, prune all trees in accordance with generally accepted standards for proper pruning to encourage a high-branching structure. Remove all non-structural branches between the ground and a point half the tree's total height (for very tall trees don't remove branches higher than fifteen (15) feet above the ground).
- c) Discard all tree trimmings off-site using a legal method.

A4.25 Additional work for any/all locations will be quoted as requested and include the applicable contracted labor rate and category with an option for awarded Bidder(s) to provide the required plant



material and be reimbursed at cost for such plants. Or District may choose to provide the plant material and only require installation labor from the awarded Bidder(s). Plant material includes, but is not limited to, roses, hedges, trees, groundcover, etc. Additional costs for turf mowing, irrigation testing, dethatching and aerating services will have a service line item in the bid response section for Bidder to provide their rate. For any services provided, but not identified in the bid response section, Bidder may upload a rate sheet to the Vendor Attachments section.

A4.26 Crestmore Manor maps of landscape area needs. The red line indicates the property boundary, the green shading indicates the areas for landscape maintenance services and the blue area indicates the pond:







## A5.0 Rancho Jurupa Park Service Requirements:

### A5.1 Turfgrass Mowing Specification

- a) Mowing Schedule for all Turf Areas
- b) **April through September:** All turf areas shall be mowed once per week on Monday and could be requested up to twice per week during the peak summer months, as directed by the District. Additional mowing service cost should be noted in the service line item section of the bid response.
- c) **October through March:** All turf area shall be mowed on Monday once per week. However, the District may request service only be done every other week during the winter months.
- d) Adjustments to the mowing cost for this location shall be applied as requested and agreed upon. Regular monthly costs should reflect either weekly and/or additional service cost or the bi-weekly schedule as applicable to the approved request and the actual amount of services provided.
- e) Awarded Bidder(s) will be vigilant in the campground when mowing and string trimming of customer's property; for example sewer line, water line, power cords and customers personal property.
- f) At no time shall there be hazardous or messy condition in the area of work.
- g) The Cottonwood Campground must be mowed on a fixed day every week, either Monday, Tuesday or Wednesday, and that day will be determined by the District.

### A5.2 Hedging:

- a) Hedging will be trimmed and maintained throughout the park.



- b) Hedges shall be regularly pruned to maintain a uniform height and width.

A5.3 Optional Items / Additional Services:

- a) Trees: Minimal tree trimming and maintenance is needed. Minimal maintenance is described as removing suckers and skirting (low hanging limbs) for height up to fifteen (15) foot. District will request a quote as and when this service is needed for the site location.

Note: Rancho Jurupa Park has several areas needing landscape maintenance services. The maps below provide an overview of the Park in its entirety as well as show a close-up of the various sections. The green shading indicates the areas for maintenance needs at the location.

A5.4 Overview of Rancho Jurupa Park and total square feet (1,441,573):

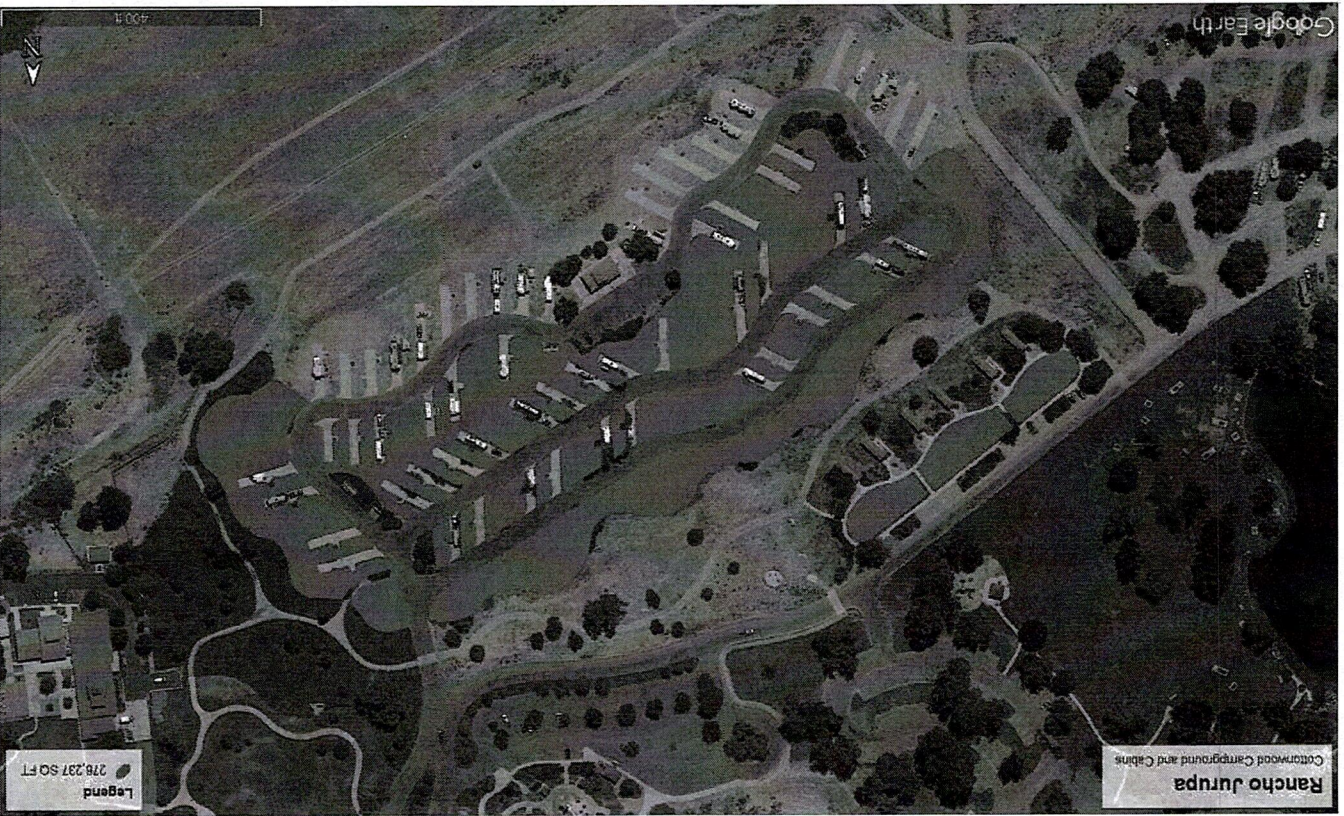




A5.5 Acorn Pecan Shelter:







A5.6 Cottonwood Campground.



A5.7 Picnic Lakes:





A5.8 Splash Pad area:



**A6.0 Jensen Alvarado Historic Ranch and Museum Service Requirements:**

A6.1 Turfgrass Mowing Specifications:

- a) Mowing Schedule for all Turf Areas
- b) April through September: All turf areas shall be mowed once per week on Monday and could be requested up to twice per week during the peak summer months, as directed by the District. Additional mowing service cost should be noted in the service line item section of the bid response.
- c) October through March: All turf area shall be mowed on Monday once per week. However, the District may request service only be done every other week during the winter months.
- d) Adjustments to the mowing cost for this location shall be applied as requested and agreed upon. Regular monthly costs should reflect either weekly and/or additional service cost or the bi-weekly schedule as applicable to the approved request and the actual amount of services provided.
- e) At no time shall the Contractor create a hazardous or messy condition in the area of work.

A6.2 Optional Items/Additional Services:

- a) Weed control in the dirt parking lot and decomposed granite (DG) trails as outlined on map
- b) Hedging through the park
- c) Hedges shall be regularly pruned to maintain a uniform height and width



A6.3 The orange shading indicates the area for as needed weed abatement services by the trails and parking lot.



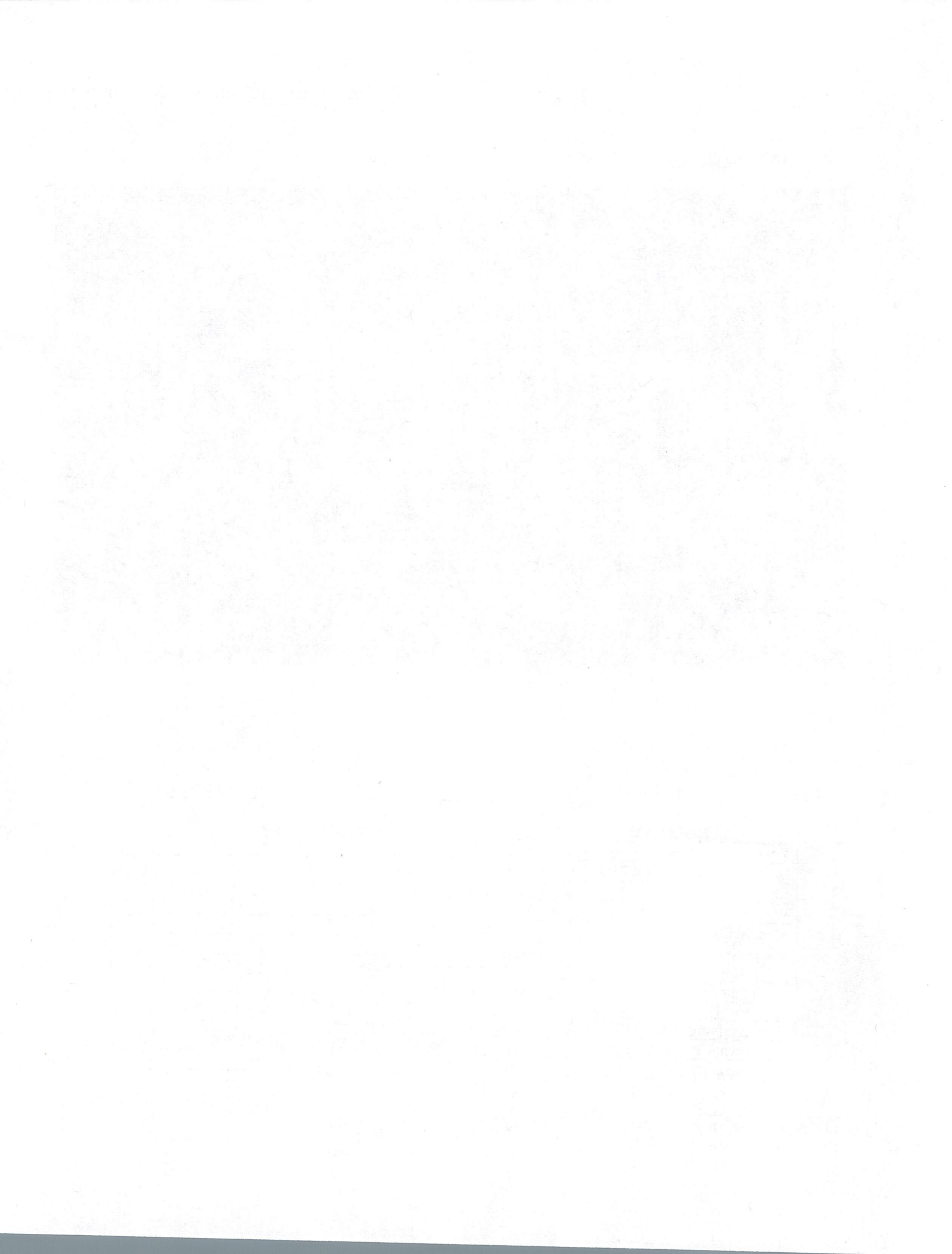


A6.4 The green shading indicates the areas for landscape maintenance:



**A27.0 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**

**B1.0 Pricing for Parks District Facilities Landscape Maintenance Services:** Cost noted below includes travel, labor, equipment, vehicle, fuel, and any/all operating expenses required to perform the regular maintenance services.

Location / Station	Service Address	Weekly Service	
		Monthly Cost	Annual Cost
Crestmore Manor	4600 Crestmore Road Jurupa Valley, CA 92509	<b>\$4,385.00</b>	<b>\$52,620.00</b>
Rancho Jurupa Park	4800 Crestmore Road Jurupa Valley, CA 92509	<b>\$6,781.96</b>	<b>\$81,383.52</b>
Jensen Alvarado Historic Ranch and Museum	4307 Briggs Street Jurupa Valley, CA 92509	<b>\$1,750.00</b>	<b>\$21,000.00</b>

\*\*\*Please note:

- a) Rancho Jurupa Park monthly cost includes optional quoted hedging services that have been accepted.
- b) Jensen Alvarado Historic Ranch and Museum monthly cost includes quoted optional weed control services the district has accepted.

**B2.0 Pricing for additional services:** The rates noted below will be used when DISTRICT requests additional services as noted herein and CONTRACTOR prepares the applicable quote for additional services.

Service	Service Location	Cost per Service
Dethatching	Crestmore Manor	\$2,484.80
Aerating	Crestmore Manor	\$1,742.40
Optional Mowing Services	Crestmore Manor	\$1,096.25
Optional Mowing Services	Rancho Jurupa Park	\$1,494.25
Optional Tree Services Under 15 Feet	Rancho Jurupa Park	\$390.25
Optional Mowing Services	Jensen Alvarado Historic Ranch	\$425.00