

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



ITEM: 3.24
(ID # 22482)

MEETING DATE:
Tuesday, August 01, 2023

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT(FM): Approval of the Landscape Maintenance Services Agreements with Cal Dreamscape Landscape Co., Mariposa Landscapes, Inc; and RP Landscapes & Irrigation for Landscaping Maintenance Services for five (5) years; All Districts. [Total Cost \$1,148,453 and up to \$229,691 in additional compensation - 100% Department Budgets]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Landscape Maintenance Services Agreement with Cal Dreamscape Landscape Co., for an annual amount of \$268,400, Mariposa Landscapes Inc., for an annual amount of \$348,153, RP Landscapes & Irrigation for an annual amount of \$531,900 for services through June 30, 2028, and authorize the Chair of the Board of Supervisor to sign the Agreement on behalf of the County;

Continued to page 2

ACTION:

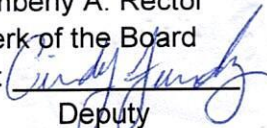

Rose Salgado, Director of Facilities Management 7/20/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez
Nays: None
Absent: None
Date: August 1, 2023
xc: FM, Purchasing

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel, to: (a) sign amendments that exercise the options of the agreements, including modifications of the statement of work that stay within the intent of each agreement; (b) move the allocated funds among the awarded contractors as needed; and (c) sign amendments to the compensation provisions that do not exceed \$229,691 annually for the term of the Agreement.

3. Direct the Clerk of the Board to return three (3) copies of the Agreement to Purchasing for distribution.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,148,453	\$ 1,148,453	\$ 5,742,265	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Department/District Budgets			Budget Adjustment:	No
			For Fiscal Year:	23/24- 27/28

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Maintenance Division of the Facilities Management Department (FM) provides and oversees maintenance at County owned facilities. The Maintenance Division's array of services includes landscaping services. FM desires to provide effective and efficient services for all customers and facilities by maintaining a pleasant environment for employees and all who visit County facilities.

Landscaping serves as a proactive measure to prevent property damage, for instance regular tree maintenance and pruning prevents possibly catastrophic incidents to County facilities. Additionally, properly maintained trees and brush are part of a comprehensive storm preparedness plan.

Given the challenges posed by limited staffing resources and the growing demand for enhanced service levels, FM has made the strategic decision to supplement internal landscaping services with the assistance of third-party vendors at select facilities. This approach allows for the

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optimization of operating expenses, improved work efficiencies, heightened customer service, and ultimately, reduced costs for the County.

A collaborative effort ensures that the landscaping needs of the facilities are met to the highest standards, contributing to the overall maintenance and attractiveness of the County's properties. Landscaping plays a pivotal role in creating a welcoming and visually appealing environment, which not only benefits the employees but also leaves a positive impression on all individuals who visit the County's facilities. It aligns with the County's commitment to excellence in facility management and reflects its dedication to providing exceptional services to the community it serves.

Impact on Residents and Businesses

Augmenting internal landscaping services with third-party vendor services promotes business opportunities for local businesses while providing necessary services for the residents who utilize County-owned facilities. These services not only provide aesthetic and environmental value, but also support the efforts, guidelines, and practices for compliance with the Water Quality Management Plans and the State Water Resources Board guidelines.

Contract History and Price Reasonableness

The County of Riverside's, Purchasing Division, on behalf of Facilities Management, issued Request for Quote (RFQ) #FMARC-306 for Landscape Maintenance Services on February 8, 2023. The RFQ was posted on PublicPurchase.com Ninety-eight (98) companies were notified, Thirty-two (32) companies accessed the request, and five (5) responses were received, with costs ranging from \$1,267,506 to \$2,788,620 for service at all locations.

After careful evaluation of the responses, the decision was made to award to the three lowest responsive and responsible bidders, based on a regional distribution, as it effectively optimized cost savings for the County. Regional awards as follows: Cal Dreamscape Landscape Co., Inc (Central Region); Mariposa Landscapes, Inc (Eastern Region); and RP Landscapes & Irrigation (Northwest & Western Region). The additional amount of \$229,691 was added to provide contingency, if needed, for adding new sites for landscape services and annual price increases, making the total aggregate Agreement amount \$1,333,143.

ATTACHMENTS:

- FMARC-00245 Landscape Maintenance Services Agreement with Mariposa Landscapes, Inc.

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- FMARC-00246 Landscape Maintenance Services Agreement with Cal Dreamscape Landscape Co.
- FMARC-00247 Landscape Maintenance Services Agreement with RP Landscapes & Irrigation.

Meghan Hahn

Meghan Hahn, Deputy Director of Procurement 7/24/2023

Aaron Gettis

Aaron Gettis, Deputy County Counsel 7/20/2023

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

between

COUNTY OF RIVERSIDE

and

RP LANDSCAPE & IRRIGATION



AUG 01 2023 3.24

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This Agreement, made and entered into this ___ day of ____, 2023, by and between RP Landscape & Irrigation, a sole proprietor (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). CONTRACTOR and COUNTY are individually referred to herein as "party" and collectively referred to herein as "parties". 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 ratified to July 1, 2023, and 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 County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed five hundred thirty-one thousand nine hundred dollars (\$531,900) for the term of the Agreement including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any

specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

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

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

RIVERSIDE COUNTY FACILITIES MANAGEMENT

Attn: Accounts Payable

3450 14th Street, Suite 200

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 (FMARC-00247) quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

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

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

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. 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
FACILITIES MANAGEMENT
ATTN: PCS
3450 14th Street, Suite 420
Riverside, CA 92501

CONTRACTOR
RP LANDSCAPE & IRRIGATION
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 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.

21.5 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.

23.13 ELECTRONIC SIGNATURES. This Contract 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 to this Contract 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 Contract. The parties further agree that the electronic signatures of the parties included in this Contract 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.

[Signature Page to follow]

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 Jeffries
Board of Supervisors

Dated: 08/01/2023

RP Landscape & Irrigation, a California Sole Proprietor

By: [Signature]
Name: Roy Perez
Title: Owner

Dated: 7/11/2023

ATTEST:
Kimberly Recter
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:
Minh C. Tran
COUNTY COUNSEL

By: Aaron C. Gettis
Aaron C. Gettis
Supervising Deputy County Counsel

AUG 01 2023 3.24

EXHIBIT A
SCOPE OF SERVICE

A1.0 Description of Services: Landscape areas are defined as all lawn areas, trees, shrubs, header boards, retaining walls, mowing strips, barked areas, ground cover, and flower beds as presently existing. Landscape maintenance includes, but is not limited to, mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

A2.0 Workmanship, Quality, and Appearance Level

A2.1 Expectation of the awarded Contractor is to provide a reasonable level of quality in professional landscape maintenance compatible with standard industry practices and shall insure that all work is continually overseen by 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.

A2.2 Awarded Contractor 's employees must be outfitted in the company uniforms appropriate to the type of assignment that they are working. Company shirt shall have an identifying company logo or patch. Uniforms may not be orange in color while servicing detention facilities.

A2.3 Awarded Contractor shall be responsible to replace in kind and at County expense, any lawn, ground cover, trees, shrubs, or irrigation system components requiring replacement through normal attrition and/or infestation. Replacements required due to negligence resulting from failing to provide maintenance in accordance with the provisions of an Agreement resulting from this solicitation will be at the expense of the awarded Contractor . The County must approve all substitutions.

A 2.4 Safety: Awarded Contractor (s) 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 work. This requirement shall not be limited to normal working hours but shall apply continuously and shall conform with all governing safety regulations.

A3.0 Work Not Included: The Contractor shall not be responsible for structural maintenance, repair, or replacement of the following:

A3.1 Parking areas, driveways, roads, buildings, walks, and related structures except in instances of damage to these structures by negligent actions on the part of the Contractor . In this case the awarded Contractor shall be responsible for the complete repair/replacement of the damaged area(s) to "as new" condition as determined by the County.

A3.2 Losses/damages beyond awarded Contractor 's control except that appropriate maintenance, repair, or replacement of such losses or damage made by the awarded Contractor after receipt of approval and authorization from appropriate County representative.

A3.3 The County shall provide all utility services related to or required for all locations.

A4.0 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. 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:

A4.1 Fertilizers shall be complete, furnishing the required percentage of nitrogen, phosphoric acid, and potash to keep lawns, trees, shrubs, and other plants in a healthy and vigorous growing condition. NOTE: Areas that are irrigated with reclaimed water may require less fertilizer.

A4.2 Insecticides, fungicides, herbicides, and rodenticides shall be of the best quality obtainable, properly labeled with guaranteed analysis, and brought to each job site in the manufacturer's original container, or appropriate and properly labeled secondary container.

A4.3 Tree stakes, tree ties, and guy wires shall be of materials matching the existing on each work site, or as specified by the County.

A4.4 Lawn seed for reseeding shall be a certified mixture to match existing grasses.

A4.5 In the desert areas (i.e., Palm Desert, Blythe, Thermal, Indio, etc.) landscapes require annual scalping and reseeding with "Perennial Rye Seed" for the summer months.

A5.0 Replacement of Plants and Trees: Contractor shall be responsible for removal of 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 approval from the County. The County shall provide replacement trees for those that have died or been damaged through no fault of the awarded Contractor. Awarded Contractor is responsible for providing labor and equipment to plant all replacement plants and trees. (Plants, trees, shrubs or other groundcover damaged through the fault of the awarded Contractor will be replaced at the expense of the awarded Contractor.)

A5.1 Replacement of plants and trees is considered an "as needed service" and would be quoted / invoiced for time and labor in addition to regular scheduled landscape maintenance service costs at the location. If requested by County to provide the trees/plants for replacement, County will reimburse awarded contractor for actual cost of trees/plants.

A6.0 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:

A6.1 Mowing: Lawn areas shall be mowed once every seven (7) days or more often, if necessary, unless otherwise specified, to maintain a neat, trim appearance. All paper, rubbish, twigs, limbs, branches, or debris from each lawn area will be removed prior to mowing. Mowing shall be done only by clean and properly adjusted mowing equipment with sharp cutting edges. Bruising or rough cutting of grass shall not be permitted. Grass must be mowed to a uniform height, which shall be determined for each area of the site. Mowing directions shall be periodically alternated. "Scalping" shall not be permitted.

A6.2 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. Damaging tree trunks, shrubs, sprinkler heads, buildings, and other objects and structures during trimming operations shall be avoided. Any such damage shall be reported immediately to a supervisor.

A7.0 General Maintenance and Clean-up:

A7.1 It shall be the responsibility of the awarded Contractor to collect all paper, mowed grass, clippings, trimmings, cuttings, rubbish, and debris at each site and shall follow **Section A17.0 Organic Recycling Service** to remove and dispose of the green waste in a lawful manner at the awarded Contractor 's expense. No clippings, trimmings, removed trees, cuttings, rubbish, or debris resulting from the performance of these services shall be deposited in the refuse cans or dumpsters placed by the County at various locations in the areas covered by an Agreement resulting from this solicitation.

A7.2 All ground cover areas, all areas around shrubs and trees, next to building, fences, tanks, sidewalks, paths, curbs, and gutters shall be kept free from leaves, weeds, grasses, rocks, glass, litter, and other debris.

A7.3 All cracks and seams in sidewalks, curbs, street gutters, and other paved areas shall be kept free of grass and weeds.

A7.4 All sidewalks and paved areas shall be swept and cleaned of any dirt or soil that might be washed from adjacent slopes or planted areas.

A7.5 Any eroded places on the landscaped area shall have replacement of topsoil done to bring such eroded places back to original grade. The cause of erosion shall be reported promptly to the County.

A7.6 Work sites shall be left orderly and neat upon completion of work for that day.

A7.7 All traffic control required will be the responsibility of the awarded Contractor . A traffic plan shall be submitted to and approved by the County prior to performing any work requiring traffic control.

A7.8 Notification of all "specialty type" maintenance operations shall be given to the County forty eight hours (48) hours prior to each of these operations. "Specialty type" maintenance operations are defined as: Fertilization, pre-emergent weed control, turf de-thatching, and preventative application of turf fungicide.

A7.9 The contractor shall provide and install all necessary safety signage and devices per industry and safety standards while performing all work at County facilities. Contractor shall be aware of the safety of site personnel, public, and property during performance of work. Contractor shall ensure that their respective staff are properly outfitted all necessary PPE.

A8.0 Weeds, Disease, and Pest Control:

A8.1 The Contractor shall have all required permits and licenses for the possession and use of pesticides. As applicable to the services being performed, Contractor's employees shall have the required training and certification with a Qualified Applicator License (QAL) before applying pesticides and shall have the required training and certification for application of herbicides. Whenever herbicides are used, contractor shall apply when air currents are still, to prevent any toxic exposure to persons whether they are in or on the grounds. **Any licenses and/or certifications regarding pesticide and/or herbicide application training MUST be uploaded to Public Purchase.**

A8.2 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 awarded Contractor .

A8.3 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 using selective weed killers or pre-emergent sprays. Extreme care will be exercised in the use of selective weed killers so as not to damage any other plants. Extreme caution shall be taken not to damage other plants. Spraying shall be done only at times when there is no wind, and in compliance with all Federal, State, and local laws and regulations.

A8.4 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.

A8.5 Contractor shall control poison oak where necessary.

A8.6 Contractor shall use Integrated Pest Management practices and be responsible for pest control on all trees, shrubs, and ground cover.

A8.7 Snails and slugs shall be controlled using approved bait.

A8.8 Extremely toxic materials, such as Category I pesticides, shall not be used at any time

A9.0 Aerating and Renovating:

A9.1 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.

A9.2 As required by County, reseeding of bare places or depressions in lawn areas will take place after first bringing such depressions to grade level with topsoil.

A10.0 Watering:

A10.1 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.

A10.2 Wherever or at any time that a regularly installed sprinkler irrigation system does not adequately cover the lawn area in which it is installed, awarded Contractor shall furnish and set out hoses and sprinklers as required to uniformly water the lawn areas.

A10.3 Watering shall be done at night or in the early morning and shall be controlled to prevent any runoff, ponding, and over watering.

A10.4 Irrigation controllers shall use repeat cycling where possible to allow water to soak in and prevent runoff or ponding.

A10.5 Water usage and the condition of lawn areas may be impacted by current and future water delivery availability. As such, water usage may be guided and or controlled by the State Water Resources Control Board.

A11.0 Fertilizing:

A11.1 Lawn areas shall be fertilized not more than 3 times each year. Applications of actual nitrogen shall be at a rate of three (3) pounds per 1,000 square feet of lawn each year. Fertilizer applications shall be March, June, and October, using 16.6.8 formulation, with equal 1-pound applications of nitrogen. Fertilizer application may be omitted in Desert Region during month of June.

A11.2 Lawn areas shall be watered immediately after fertilization to prevent burning of grass. Burning of grass due to improper fertilization work on lawn areas shall be considered as "property damage" and shall be corrected by the awarded contractor .

A11.3 Fertilizing schedule information shall be included in a monthly work schedule.

A12.0 Trees, Shrubs, and Ground Cover Care: All trees, shrubs, and ground cover on the sites shall be maintained in a healthy, growing condition by performing the following operations and other work, including, but not limited to, the following:

A12.1 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. Hoses and sprinklers can be used when and where necessary to insure watering coverage. Areas designated, as non-irrigated landscaping shall not need to be irrigated. If there is an area and/or areas where no irrigation systems exist, the watering shall have to be done by hand.

A12.2 Moisture checks of representative plants in the landscaping are required 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.

A12.3 A water basin shall be maintained 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.

A13.0 Pruning & Minor Tree Care (up to 15-foot above ground):

A13.1 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.

A13.2 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.

A13.3 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.

A13.4 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.

A13.5 Evergreen trees shall be thinned out and shaped when necessary to prevent wind and storm damage.

A13.6 Pruning of trees and shrubs shall be done as needed to achieve the following:

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

A13.7 Tree services requested above 15 foot will be considered additional and "as needed" services and would be quoted / invoiced for time and labor in addition to regular scheduled landscape maintenance service costs at the location.

A14.0 Planter Areas:

A14.1 All planters shall be maintained in a weed-free condition.

A14.2 All pests and diseases shall be controlled.

A14.3 Dead material shall be trimmed from all low shrubs and bushes to always maintain a pleasing appearance.

A15.0 Irrigation Systems:

A15.1 Awarded Contractor and County representative will schedule site visits at each awarded location to check the irrigations system (if there is one) and awarded Contractor shall apprise County of any irrigation system needs by inspecting all installed irrigation systems on the site(s) and reporting damage or malfunction of any system **prior** to beginning services for any Agreement resulting from this solicitation. Irrigation systems found to be damaged, or malfunctioning, will be repaired/replaced at the expense of the County through an additional service request with the awarded Contractor (s) or by other means. Once repaired/replaced, it will be the awarded Contractor's responsibility to maintain the irrigation system in working order as part of the regular scheduled maintenance services.

A15.2 Awarded Contractor shall be responsible for the effectiveness of the irrigation systems on the site(s) throughout the term of an Agreement resulting from this solicitation.

A15.3 Awarded Contractor shall adjust and trim around all sprinkler heads to obtain and maintain proper water coverage.

A15.4 Awarded Contractor shall remove the last sprinkler head from each system and flush lines if and as required.

A15.5 Awarded Contractor shall repair or replace, at its own expense, any irrigation system equipment damaged resulting from negligence or performance issues by the awarded Contractor . All broken items must be replaced with item of same brand and model. The County must approve all substitutions.

A15.6 Awarded Contractor shall report promptly to the County any damage to the irrigation systems.

A15.7 Awarded Contractor shall provide labor and equipment for the repair or replacement of all leaking or malfunctioning lateral lines, sprinkler heads, valves, and/or controllers.

A15.8 Awarded Contractor shall report any mainline, valve, or controller problems to the County within 24 hours of observation.

A15.9 All systems shall be operationally checked immediately following each mowing to ensure that no damage was caused by the mowing.

A15.10 Awarded Contractor shall ensure that all irrigation sprinkler control time settings shall not create dry, brown spots in the turf areas and that all shrubbery or decorative planting shall be

maintained in a healthy, vigorous state always. Further, awarded 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.

A15.11 Parts: When irrigation services require parts, the County shall have the option of providing the parts or having the awarded Contractor provide the parts.

A15.12 After initial inspection and throughout the term of an Agreement resulting from this solicitation, there shall be a cooperative effort between County and the awarded Contractor (s) to determine when an irrigation system needs repair/replacement beyond the scope of regular maintenance services described herein.

A16.0 Organic Recycling Services: The Department of Resources Recycling and Recovery establishes an integrated waste management program that requires each county and city to prepare and submit to the department a countywide integrated waste management plan. This requires a business that generates a specified amount of organic waste per week to arrange for recycling services for that organic waste in a specified manner. Organic waste shall refer to green waste, landscaping and pruning waste, and nonhazardous wood.

A16.1 Compliance with Law: Awarded Contractor shall perform services in accordance with all the laws governing the safe collection, transport, recycling, and disposal of Residential and Commercial Solid Waste, including but not limited to AB 341, 939 and AB 1826, SB 1383, Recovered Conservation and Recovery Act (RCRA), and Comprehensive Environmental Response Compensation and Liability Act (CERCLA). Organic waste is to be recycled for compliance with California regulations. Awarded Contractor will remove landscape trimmings and cuttings and place them in an Organic Waste recycling container, or Organic Waste must be removed from property by awarded Contractor and Organic Waste and its contents shall be transported to a facility that recovers source separated Organic Waste.

A16.2 Initiation of Organic Waste Recycling Services: Awarded Contractor shall provide organic waste recycling service upon request by any facility serviced under an Agreement resulting from this solicitation, not limited only to facilities meeting the following threshold requirements:

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

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

A16.3 Organic waste recycling services shall be defined as: Source-separated organic waste collection taken to an organic waste processing and/or recycling facility approved by the County OR Mixed organic waste collection taken to a mixed waste processing facility approved by the County that removes organic waste from the mixed waste collection stream for processing and/or recycling. Upon request, the awarded Contractor is to provide written proof of receipt of organic waste

materials by an authorized recycling facility.

A16.4 Best Management Practices (BMPs) / Water Quality Management Plan Duties: Some locations will require BMP work affiliated with localized Water Shed areas – such as; Smith Correctional, Cois Byrd and Benoit Detention Centers.

A17.0 Equipment: Awarded Contractor shall furnish, maintain, and use sufficient modern and efficient equipment and tools to perform the work required under the provisions of this solicitation. All equipment and tools shall be kept in safe, usable condition with cutting edges properly sharpened. The County may direct that the awarded Contractor discontinued the use of any equipment or tools that in the opinion of County representatives are not in an acceptably safe and usable condition.

A18.0 Warranty: A one-year (365) day unconditional warranty shall be in effect. The warranty shall cover all materials added or provided by the awarded Contractor and workmanship. All warranty work shall be completed within two (2) weeks from written notice by County.

A19.0 Undocumented Workers: The services herein may involve the employment of unskilled labor. Such employment may be attractive to persons coming from foreign countries, sometimes illegally. This serves as a reminder that it is a crime to bring into the United States, transport within the United States, and to harbor aliens who do not have a proper visa to enter and work in this country (8 U.S.C. '1323- 1325). If violations are suspected or discovered during payroll or other audit during the performance of work on this project, they shall be reported to the U.S. Immigration and Naturalization Service for investigation and appropriate action. Conviction of the awarded 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 awarded Contractor from receiving future County contracts.

A20.0 Termination: Thirty (30) days prior to the termination of any maintenance agreement(s) resulting from this solicitation an inspection of all foliage shall be conducted by awarded Contractor and the County, and any foliage deemed by the County to be in poor condition shall be replaced at the awarded Contractor's expense.

A21.0 Insurance: Applicable insurance coverage is required to be maintained throughout the period of performance of any agreement resulting from this solicitation.

A22.0 Add/Delete Sites and/or Change Service Schedule: Throughout the period of performance of any agreement resulting from this solicitation, County retains the right to add and/or delete sites and/or change the services schedule(s) of sites as it meets the operational requirements of the department. Awarded Contractor will be notified of any add/deletions/changes and updated pricing for added/changed sites will be requested at the time of notification.

A23.0 Weed Abatement Services: On an as needed basis, COUNTY may require weed abatement services from the awarded Contractor at select locations. This service needs would be communicated from COUNTY and contain information on the site, schedule, area needs, etc. so a quote could be prepared. Awarded Contractor may also request to walk the site with the COUNTY representative to

better understand the needs. Line items have been included in the cost section for Contractor to provide a per square foot price based on the type of vegetation (light grass, heavy grass, etc.) and an hourly rate for a tractor and operator if that service is available.

A23.1 Weed abatement services may include, but not be limited to, hazard abatement, brush management, disking (tractor and operator), hand clearing with hand and/or power tools, and loading and hauling vegetation and/or debris.

A23.2 Definitions and Requirements:

- **Hazard abatement** is defined as the removal of plants or grasses that pose a fire hazard or constitute a nuisance as defined in Riverside County Ordinance 695.
- **Debris** is defined as rubble, wreckage, litter, discarded garbage/refuse/trash, scattered remains of something destroyed or disregarded.
- **Brush management** is defined as managing brush, trees, shrubs, and the like on or around a site.
- **Dust Control** - it shall be the awarded Contractor s responsibility to comply with Federal, State and Local laws, Regulations and Ordinances including but not limited to South Coast Air Quality Management Division (SCAQMD) Rule 403.

A23.3 Safety: Awarded Contractor will furnish gloves, safety glasses, hearing protection, and any other safety equipment that is necessary for this type of work being performed and shall provide safe and healthful working conditions for personnel; including equipment, transport equipment and shall comply with all applicable OSHA requirements. All equipment used shall be properly equipped and have readily available the following fire protective gear/accessories: United States Forest Service approved spark arrestor on equipment, tractors, and power equipment with internal combustion engines. Long handled round pointed shovel should be used for hand clearing. At minimum, a 10lb. Underwriters Laboratory approved “ABC” all-purpose type dry chemical fire extinguisher must be on site during work.

A24.0 Agreement Exclusivity: The County reserves the right to enter into an Agreement with other Contractor s for the same or similar services. The County does not guarantee or represent that any Contractor will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis.

A25.0 Administrative Oversight and Contract Management: Throughout the term of any Agreement resulting from this solicitation, COUNTY and awarded Contractor will schedule periodic and/or as needed meetings to determine how the services are progressing, discuss any issues or concerns, identify and/or respond to areas needing improvement or changes and work cooperatively to resolve all identified m

A26.0 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.

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
SITE LOCATIONS AND PAYMENT PROVISIONS**

Region	Location	Frequency of Service	Monthly Cost
Northwest	HISTORIC COURT HOUSE 4050 Main St. Riverside, CA 92501	Weekly	\$1,510.00
Northwest	RIVERSIDE COUNTY ADMINSTRATIVE CENTER 4080 Lemon St. Riverside, CA 92501	Weekly	\$1,510.00
Northwest	HISTORIC COURT HOUSE 4050 Main St. Riverside, CA 92501	Weekly	\$1,510.00
Northwest	RIVERSIDE COUNTY ADMINSTRATIVE CENTER 4080 Lemon St. Riverside, CA 92501	Weekly	\$1,510.00
Northwest	TRANSPORTATION LAND MANAGEMENT 3525 14th St. Riverside, CA 92501	Weekly	\$836.00
Northwest	RIVERSIDE HEALTH CLINIC 7140 Indiana Ave. Riverside, CA 92504	Weekly	\$836.00
Northwest	ARLINGTON RECOVERY FACILITY 10001 County Farm Road Riverside, CA 92503	Weekly	\$1,026.00
Northwest	FLEET SERVICES 10001 County Farm Road Riverside, CA 92503	Weekly	\$1,026.00
Northwest	LAW LIBRARY 3535 10th St. Riverside, CA 92501	Weekly	\$836.00
Northwest	CORONER (UNOCCUPIED) 3610 11th St. Riverside, CA 92501	Weekly	\$836.00
Northwest	CENTRAL PURCHASING 2980 Washington St. Riverside, CA 92504	Weekly	\$836.00
Northwest	RV REYNOLD (Restorative Treatment Center) 3950 Reynolds Riverside, CA 92503	Weekly	\$1,026.00
Northwest	RUHS BEHAVIORAL HEALTH CAMPUS 3933 Harrison St. Riverside, CA 92504	Weekly	\$1,026.00
Northwest	FILM TRAINING CENTER 5950 Wilderness Ave. Riverside, CA 92504	Weekly	\$736.00
Northwest	LAW OFFICE OF PUBLIC DEFENDER 4075 Main St. Riverside, CA 92501	Weekly	\$736.00

Region	Location	Frequency of Service	Monthly Cost
Northwest	BANKRUPTCY COURT 3420 12th St. Riverside, CA 92501	Weekly	\$836.00
Northwest	DISTRICT COURT 3470 12th St. Riverside, CA 92501	Weekly	\$836.00
Northwest	ASSESSOR CLERK RECORDER 6221 Box Springs Blvd. Riverside, CA 92507	Weekly	\$736.00
Northwest	FORMER PUBLIC DEFENDER 4200 Orange St. Riverside, CA 92501	Weekly	\$836.00
Northwest	RIVERSIDE CENTER #A 3403 10th St. Riverside, CA 92501	Weekly	\$1,026.00
Northwest	PUBLIC GUARDIAN MENTAL HEALTH BUILDING 3625 14th St. Riverside, CA 92501	Weekly	\$836.00
Northwest	VETERANS ADMINISTRATION 4342 Orange St. Riverside, CA 92501	Weekly	\$836.00
Northwest	DOWNTOWN LAW BUILDING 3960 Orange St. Riverside, CA 92501	Weekly	\$836.00
Northwest	ASSESSOR CLERK RECORDER 2724 Gateway Dr. Riverside, CA 92507	Weekly	\$836.00
Northwest	RIVERSIDE COUNTY INNOVATION CENTER 3450 14th St. Riverside, CA 92501	Weekly	\$1,026.00
Northwest	CHAPEL 3572 14th St. Riverside, CA 92501	Weekly	\$836.00
Northwest	FIRST 5 585 Technology Court Riverside, CA 92507	Weekly	\$836.00
Northwest	RUHS BEHAVIORAL HEALTH 2805 Rustin Ave. Riverside, CA 92507	Weekly	\$1,026.00
Northwest	EMERGENCY OPERATION CENTER 450 E. Alessandro Blvd. Riverside, CA 92508	Bi-Weekly	\$853.00
Northwest	SOBERING CENTER 10003 County Farm Road Riverside, CA 92503	Weekly	\$736.00
Western	CORONA CAC 505 South Buena Vista Corona, CA 91720	Weekly	\$836.00
Western	HOME GARDENS LIBRARY 3785 S. Neece Street Corona, CA 92879	Weekly	\$1,026.00
Western	JURUPA VALLEY HEALTH CLINIC 5256 Mission Blvd. Jurupa Valley, CA 92509	Weekly	\$836.00

Region	Location	Frequency of Service	Monthly Cost
Western	JURUPA VALLEY ANIMAL SHELTER 6851 Van Buren Blvd. Jurupa Valley, CA 92509	Weekly	\$1,026.00
Western	GLEN AVON LIBRARY 9244 Galena Street Jurupa Valley, CA 92509	Weekly	\$836.00
Western	CHILD DEVELOPMENT CENTER 3865 Riverview Dr. Jurupa Valley, CA 92507	Weekly	\$1,026.00
Western	RIVERSIDE JUVENILE COURT PARKING AREA 9991 County Farm Rd. Riverside, CA 92503	Weekly	\$1,026.00
Western	RIVERSIDE DPSS CLIENT 10281 Kidd Street Riverside, CA 92503	Weekly	\$1,026.00
Western	RIVERSIDE MENTAL HEALTH TREATMENT FACILITY 9990 County Farm Rd. Riverside, CA 92503	Weekly	\$1,026.00
Western	RIVERSIDE MENTAL HEALTH ADMIN 4095 County Circle Dr. Riverside, CA 92503	Weekly	\$1,026.00
Western	RIVERSIDE DPSS ADMIN 4060 County Circle Dr. Riverside, CA 92503	Weekly	\$1,026.00
Western	RIVERSIDE HEALTH ADMIN 4060 County Circle Dr. Riverside, CA 92503	Weekly	\$1,026.00
Western	RIVERSIDE COUNTY FARM GARAGE 4066 County Circle Dr. Riverside, CA 92503	Weekly	\$836.00
Western	RIVERSIDE CENTRAL PLANT 4090 County Circle Dr. Riverside, CA 92503	Weekly	\$836.00
Western	RIVERSIDE JV PROBATION 9889 County Farm Rd. Riverside, CA 92503	Weekly	\$1,026.00
Western	RIVERSIDE PROB TRNG – FACILITIES MANAGEMENT OFFICE 9999 County Farm Rd. Riverside, CA 92503	Weekly	\$836.00
Western	RUHS BEHAVIORAL HEALTH ADMIN – CRISIS CENTER 9890 County Farm Rd. Riverside, CA 92503	Weekly	\$1,026.00
Western	Y-TEC 10000 County Farm Rd. Riverside, CA 92503	Weekly	\$1,070.00

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

between

COUNTY OF RIVERSIDE

and

CAL DREAMSCAPE LANDSCAPE, CO.



AUG 01 2023 3.24

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This Agreement, made and entered into this ____ day of ____, 2022, by and between Cal Dreamscape Landscape Co., a California corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). CONTRACTOR and COUNTY are individually referred to herein as "party" and collectively referred to herein as "parties". 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 ratified to July 1, 2023, and 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 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 two hundred sixty-eight thousand four hundred dollars (\$268,400) for the term of the Agreement including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

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

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

RIVERSIDE COUNTY FACILITIES MANAGEMENT

Attn: Accounts Payable

3450 14th Street, Suite 200

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 (FMARC-00246) quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

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

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

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. 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
FACILITIES MANAGEMENT
3450 14th Street, Suite 420
Riverside, CA 92501

CONTRACTOR
CAL DREAMSCAPE LANDSCAPE, CO.
22421 Barton Rd. #286
Grand Terrace, California 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

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.

21.5 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.

23.13 ELECTRONIC SIGNATURES. This Contract 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 to this Contract 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 Contract. The parties further agree that the electronic signatures of the parties included in this Contract 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.

[Signature Page to follow]

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 Jeffries
Board of Supervisors

Dated: 08/01/2023

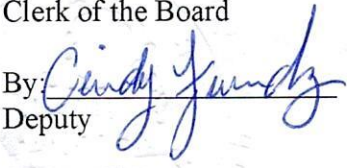
CAL DREAMSCAPE LANDSCAPE CO., a California corporation

By: Kenneth Reed
Kenneth Reed (Jul 12, 2023 12:16 PDT)

Name: Kenneth Reed
Title: CEO/Secretary/CFO

Dated: 07/12/2023

ATTEST:
Kimberly Recter
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
COUNTY COUNSEL

By: Aaron C. Gettis
Aaron C. Gettis
Supervising Deputy County Counsel

AUG 01 2023 3.24

EXHIBIT A
SCOPE OF SERVICE

A1.0 Description of Services: Landscape areas are defined as all lawn areas, trees, shrubs, header boards, retaining walls, mowing strips, barked areas, ground cover, and flower beds as presently existing. Landscape maintenance includes, but is not limited to, mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

A2.0 Workmanship, Quality, and Appearance Level

A2.1 Expectation of the awarded Contractor is to provide a reasonable level of quality in professional landscape maintenance compatible with standard industry practices and shall insure that all work is continually overseen by 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.

A2.2 Awarded Contractor's employees must be outfitted in the company uniforms appropriate to the type of assignment that they are working. Company shirt shall have an identifying company logo or patch. Uniforms may not be orange in color while servicing detention facilities.

A2.3 Awarded Contractor shall be responsible to replace in kind and at County expense, any lawn, ground cover, trees, shrubs, or irrigation system components requiring replacement through normal attrition and/or infestation. Replacements required due to negligence resulting from failing to provide maintenance in accordance with the provisions of an Agreement resulting from this solicitation will be at the expense of the awarded Contractor. The County must approve all substitutions.

A 2.4 Safety: Awarded Contractor (s) 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 work. This requirement shall not be limited to normal working hours but shall apply continuously and shall conform with all governing safety regulations.

A3.0 Work Not Included: The Contractor shall not be responsible for structural maintenance, repair, or replacement of the following:

A3.1 Parking areas, driveways, roads, buildings, walks, and related structures except in instances of damage to these structures by negligent actions on the part of the Contractor. In this case the awarded Contractor shall be responsible for the complete repair/replacement of the damaged area(s) to "as new" condition as determined by the County.

A3.2 Losses/damages beyond awarded Contractor's control except that appropriate maintenance, repair, or replacement of such losses or damage made by the awarded Contractor after receipt of approval and authorization from appropriate County representative.

A3.3 The County shall provide all utility services related to or required for all locations.

A4.0 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. 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:

A4.1 Fertilizers shall be complete, furnishing the required percentage of nitrogen, phosphoric acid, and potash to keep lawns, trees, shrubs, and other plants in a healthy and vigorous growing condition. NOTE: Areas that are irrigated with reclaimed water may require less fertilizer.

A4.2 Insecticides, fungicides, herbicides, and rodenticides shall be of the best quality obtainable, properly labeled with guaranteed analysis, and brought to each job site in the manufacturer's original container, or appropriate and properly labeled secondary container.

A4.3 Tree stakes, tree ties, and guy wires shall be of materials matching the existing on each work site, or as specified by the County.

A4.4 Lawn seed for reseeding shall be a certified mixture to match existing grasses.

A4.5 In the desert areas (i.e., Palm Desert, Blythe, Thermal, Indio, etc.) landscapes require annual scalping and reseeding with "Perennial Rye Seed" for the summer months.

A5.0 Replacement of Plants and Trees: Contractor shall be responsible for removal of 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 approval from the County. The County shall provide replacement trees for those that have died or been damaged through no fault of the awarded Contractor. Awarded Contractor is responsible for providing labor and equipment to plant all replacement plants and trees. (Plants, trees, shrubs or other groundcover damaged through the fault of the awarded Contractor will be replaced at the expense of the awarded Contractor.)

A5.1 Replacement of plants and trees is considered an "as needed service" and would be quoted / invoiced for time and labor in addition to regular scheduled landscape maintenance service costs at the location. If requested by County to provide the trees/plants for replacement, County will reimburse awarded contractor for actual cost of trees/plants.

A6.0 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:

A6.1 Mowing: Lawn areas shall be mowed once every seven (7) days or more often, if necessary, unless otherwise specified, to maintain a neat, trim appearance. All paper, rubbish, twigs, limbs, branches, or debris from each lawn area will be removed prior to mowing. Mowing shall be done only by clean and properly adjusted mowing equipment with sharp cutting edges. Bruising or rough cutting of grass shall not be permitted. Grass must be mowed to a uniform height, which shall be determined for each area of the site. Mowing directions shall be periodically alternated. "Scalping" shall not be permitted.

A6.2 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. Damaging tree trunks, shrubs, sprinkler heads, buildings, and other objects and structures during trimming operations shall be avoided. Any such damage shall be reported immediately to a supervisor.

A7.0 General Maintenance and Clean-up:

A7.1 It shall be the responsibility of the awarded Contractor to collect all paper, mowed grass, clippings, trimmings, cuttings, rubbish, and debris at each site and shall follow **Section A17.0 Organic Recycling Service** to remove and dispose of the green waste in a lawful manner at the awarded Contractor 's expense. No clippings, trimmings, removed trees, cuttings, rubbish, or debris resulting from the performance of these services shall be deposited in the refuse cans or dumpsters placed by the County at various locations in the areas covered by an Agreement resulting from this solicitation.

A7.2 All ground cover areas, all areas around shrubs and trees, next to building, fences, tanks, sidewalks, paths, curbs, and gutters shall be kept free from leaves, weeds, grasses, rocks, glass, litter, and other debris.

A7.3 All cracks and seams in sidewalks, curbs, street gutters, and other paved areas shall be kept free of grass and weeds.

A7.4 All sidewalks and paved areas shall be swept and cleaned of any dirt or soil that might be washed from adjacent slopes or planted areas.

A7.5 Any eroded places on the landscaped area shall have replacement of topsoil done to bring such eroded places back to original grade. The cause of erosion shall be reported promptly to the County.

A7.6 Work sites shall be left orderly and neat upon completion of work for that day.

A7.7 All traffic control required will be the responsibility of the awarded Contractor . A traffic plan shall be submitted to and approved by the County prior to performing any work requiring traffic control.

A7.8 Notification of all "specialty type" maintenance operations shall be given to the County forty eight hours (48) hours prior to each of these operations. "Specialty type" maintenance operations are defined as: Fertilization, pre-emergent weed control, turf de-thatching, and preventative application of turf fungicide.

A7.9 The contractor shall provide and install all necessary safety signage and devices per industry and safety standards while performing all work at County facilities. Contractor shall be aware of the safety of site personnel, public, and property during performance of work. Contractor shall ensure that their respective staff are properly outfitted all necessary PPE.

A8.0 Weeds, Disease, and Pest Control:

A8.1 The Contractor shall have all required permits and licenses for the possession and use of pesticides. As applicable to the services being performed, Contractor 's employees shall have the

required training and certification with a Qualified Applicator License (QAL) before applying pesticides and shall have the required training and certification for application of herbicides. Whenever herbicides are used, contractor shall apply when air currents are still, to prevent any toxic exposure to persons whether they are in or on the grounds. **Any licenses and/or certifications regarding pesticide and/or herbicide application training MUST be uploaded to Public Purchase.**

A8.2 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 awarded Contractor .

A8.3 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 using selective weed killers or pre-emergent sprays. Extreme care will be exercised in the use of selective weed killers so as not to damage any other plants. Extreme caution shall be taken not to damage other plants. Spraying shall be done only at times when there is no wind, and in compliance with all Federal, State, and local laws and regulations.

A8.4 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.

A8.5 Contractor shall control poison oak where necessary.

A8.6 Contractor shall use Integrated Pest Management practices and be responsible for pest control on all trees, shrubs, and ground cover.

A8.7 Snails and slugs shall be controlled using approved bait.

A8.8 **Extremely toxic materials, such as Category I pesticides, shall not be used at any time**

A9.0 Aerating and Renovating:

A9.1 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.

A9.2 As required by County, reseeding of bare places or depressions in lawn areas will take place after first bringing such depressions to grade level with topsoil.

A10.0 Watering:

A10.1 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.

A10.2 Wherever or at any time that a regularly installed sprinkler irrigation system does not adequately cover the lawn area in which it is installed, awarded Contractor shall furnish and set out hoses and sprinklers as required to uniformly water the lawn areas.

A10.3 Watering shall be done at night or in the early morning and shall be controlled to prevent any

runoff, ponding, and over watering.

A10.4 Irrigation controllers shall use repeat cycling where possible to allow water to soak in and prevent runoff or ponding.

A10.5 Water usage and the condition of lawn areas may be impacted by current and future water delivery arability. As such, water usage may be guided and or controlled by the State Water Resources Control Board.

A11.0 Fertilizing:

A11.1 Lawn areas shall be fertilized not more than 3 times each year. Applications of actual nitrogen shall be at a rate of three (3) pounds per 1,000 square feet of lawn each year. Fertilizer applications shall be March, June, and October, using 16.6.8 formulation, with equal 1-pound applications of nitrogen. Fertilizer application may be omitted in Desert Region during month of June.

A11.2 Lawn areas shall be watered immediately after fertilization to prevent burning of grass. Burning of grass due to improper fertilization work on lawn areas shall be considered as "property damage" and shall be corrected by the awarded contractor .

A11.3 Fertilizing schedule information shall be included in a monthly work schedule.

A12.0 Trees, Shrubs, and Ground Cover Care: All trees, shrubs, and ground cover on the sites shall be maintained in a healthy, growing condition by performing the following operations and other work, including, but not limited to, the following:

A12.1 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. Hoses and sprinklers can be used when and where necessary to insure watering coverage. Areas designated, as nonirrigated landscaping shall not need to be irrigated. If there is an area and/or areas where no irrigation systems exist, the watering shall have to be done by hand.

A12.2 Moisture checks of representative plants in the landscaping are required 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.

A12.3 A water basin shall be maintained 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.

A13.0 Pruning & Minor Tree Care (up to 15-foot above ground):

A13.1 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.

A13.2 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.

A13.3 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.

A13.4 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.

A13.5 Evergreen trees shall be thinned out and shaped when necessary to prevent wind and storm damage.

A13.6 Pruning of trees and shrubs shall be done as needed to achieve the following:

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

A13.7 Tree services requested above 15 foot will be considered additional and "as needed" services and would be quoted / invoiced for time and labor in addition to regular scheduled landscape maintenance service costs at the location.

A14.0 Planter Areas:

A14.1 All planters shall be maintained in a weed-free condition.

A14.2 All pests and diseases shall be controlled.

A14.3 Dead material shall be trimmed from all low shrubs and bushes to always maintain a pleasing appearance.

A15.0 Irrigation Systems:

A15.1 Awarded Contractor and County representative will schedule site visits at each awarded

location to check the irrigations system (if there is one) and awarded Contractor shall apprise County of any irrigation system needs by inspecting all installed irrigation systems on the site(s) and reporting damage or malfunction of any system **prior** to beginning services for any Agreement resulting from this solicitation. Irrigation systems found to be damaged, or malfunctioning, will be repaired/replaced at the expense of the County through an additional service request with the awarded Contractor (s) or by other means. Once repaired/replaced, it will be the awarded Contractor's responsibility to maintain the irrigation system in working order as part of the regular scheduled maintenance services.

A15.2 Awarded Contractor shall be responsible for the effectiveness of the irrigation systems on the site(s) throughout the term of an Agreement resulting from this solicitation.

A15.3 Awarded Contractor shall adjust and trim around all sprinkler heads to obtain and maintain proper water coverage.

A15.4 Awarded Contractor shall remove the last sprinkler head from each system and flush lines if and as required.

A15.5 Awarded Contractor shall repair or replace, at its own expense, any irrigation system equipment damaged resulting from negligence or performance issues by the awarded Contractor. All broken items must be replaced with item of same brand and model. The County must approve all substitutions.

A15.6 Awarded Contractor shall report promptly to the County any damage to the irrigation systems.

A15.7 Awarded Contractor shall provide labor and equipment for the repair or replacement of all leaking or malfunctioning lateral lines, sprinkler heads, valves, and/or controllers.

A15.8 Awarded Contractor shall report any mainline, valve, or controller problems to the County within 24 hours of observation.

A15.9 All systems shall be operationally checked immediately following each mowing to ensure that no damage was caused by the mowing.

A15.10 Awarded Contractor shall ensure that all irrigation sprinkler control time settings shall not create dry, brown spots in the turf areas and that all shrubbery or decorative planting shall be maintained in a healthy, vigorous state always. Further, awarded 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.

A15.11 Parts: When irrigation services require parts, the County shall have the option of providing the parts or having the awarded Contractor provide the parts.

A15.12 After initial inspection and throughout the term of an Agreement resulting from this solicitation, there shall be a cooperative effort between County and the awarded Contractor (s) to determine when an irrigation system needs repair/replacement beyond the scope of regular maintenance services described herein.

A16.0 Organic Recycling Services: The Department of Resources Recycling and Recovery establishes an integrated waste management program that requires each county and city to prepare and submit to the

department a countywide integrated waste management plan. This requires a business that generates a specified amount of organic waste per week to arrange for recycling services for that organic waste in a specified manner. Organic waste shall refer to green waste, landscaping and pruning waste, and nonhazardous wood.

A16.1 Compliance with Law: Awarded Contractor shall perform services in accordance with all the laws governing the safe collection, transport, recycling, and disposal of Residential and Commercial Solid Waste, including but not limited to AB 341, 939 and AB 1826, SB 1383, Recovered Conservation and Recovery Act (RCRA), and Comprehensive Environmental Response Compensation and Liability Act (CERCLA). Organic waste is to be recycled for compliance with California regulations. Awarded Contractor will remove landscape trimmings and cuttings and place them in an Organic Waste recycling container, or Organic Waste must be removed from property by awarded Contractor and Organic Waste and its contents shall be transported to a facility that recovers source separated Organic Waste.

A16.2 Initiation of Organic Waste Recycling Services: Awarded Contractor shall provide organic waste recycling service upon request by any facility serviced under an Agreement resulting from this solicitation, not limited only to facilities meeting the following threshold requirements:

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

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

A16.3 Organic waste recycling services shall be defined as: Source-separated organic waste collection taken to an organic waste processing and/or recycling facility approved by the County OR Mixed organic waste collection taken to a mixed waste processing facility approved by the County that removes organic waste from the mixed waste collection stream for processing and/or recycling. Upon request, the awarded Contractor is to provide written proof of receipt of organic waste materials by an authorized recycling facility.

A16.4 Best Management Practices (BMPs) / Water Quality Management Plan Duties: Some locations will require BMP work affiliated with localized Water Shed areas – such as; Smith Correctional, Cois Byrd and Benoit Detention Centers.

A17.0 Equipment: Awarded Contractor shall furnish, maintain, and use sufficient modern and efficient equipment and tools to perform the work required under the provisions of this solicitation. All equipment and tools shall be kept in safe, usable condition with cutting edges properly sharpened. The County may direct that the awarded Contractor discontinued the use of any equipment or tools that in the opinion of County representatives are not in an acceptably safe and usable condition.

A18.0 Warranty: A one-year (365) day unconditional warranty shall be in effect. The warranty shall cover all materials added or provided by the awarded Contractor and workmanship. All warranty work shall be completed within two (2) weeks from written notice by County.

A19.0 Undocumented Workers: The services herein may involve the employment of unskilled labor. Such employment may be attractive to persons coming from foreign countries, sometimes illegally. This serves as a reminder that it is a crime to bring into the United States, transport within the United States, and to harbor aliens who do not have a proper visa to enter and work in this country (8 U.S.C. '1323-1325). If violations are suspected or discovered during payroll or other audit during the performance of work on this project, they shall be reported to the U.S. Immigration and Naturalization Service for investigation and appropriate action. Conviction of the awarded 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 awarded Contractor from receiving future County contracts.

A20.0 Termination: Thirty (30) days prior to the termination of any maintenance agreement(s) resulting from this solicitation an inspection of all foliage shall be conducted by awarded Contractor and the County, and any foliage deemed by the County to be in poor condition shall be replaced at the awarded Contractor's expense.

A21.0 Insurance: Applicable insurance coverage is required to be maintained throughout the period of performance of any agreement resulting from this solicitation.

A22.0 Add/Delete Sites and/or Change Service Schedule: Throughout the period of performance of any agreement resulting from this solicitation, County retains the right to add and/or delete sites and/or change the services schedule(s) of sites as it meets the operational requirements of the department. Awarded Contractor will be notified of any add/deletions/changes and updated pricing for added/changed sites will be requested at the time of notification.

A23.0 Weed Abatement Services: On an as needed basis, COUNTY may require weed abatement services from the awarded Contractor at select locations. This service needs would be communicated from COUNTY and contain information on the site, schedule, area needs, etc. so a quote could be prepared. Awarded Contractor may also request to walk the site with the COUNTY representative to better understand the needs. Line items have been included in the cost section for Contractor to provide a per square foot price based on the type of vegetation (light grass, heavy grass, etc.) and an hourly rate for a tractor and operator if that service is available.

A23.1 Weed abatement services may include, but not be limited to, hazard abatement, brush management, disking (tractor and operator), hand clearing with hand and/or power tools, and loading and hauling vegetation and/or debris.

A23.2 Definitions and Requirements:

- **Hazard abatement** is defined as the removal of plants or grasses that pose a fire hazard or constitute a nuisance as defined in Riverside County Ordinance 695.
- **Debris** is defined as rubble, wreckage, litter, discarded garbage/refuse/trash, scattered remains of something destroyed or disregarded.
- **Brush management** is defined as managing brush, trees, shrubs, and the like on or around a site.

- **Dust Control** - it shall be the awarded Contractor s responsibility to comply with Federal, State and Local laws, Regulations and Ordinances including but not limited to South Coast Air Quality Management Division (SCAQMD) Rule 403.

A23.3 Safety: Awarded Contractor will furnish gloves, safety glasses, hearing protection, and any other safety equipment that is necessary for this type of work being performed and shall provide safe and healthful working conditions for personnel; including equipment, transport equipment and shall comply with all applicable OSHA requirements. All equipment used shall be properly equipped and have readily available the following fire protective gear/accessories: United States Forest Service approved spark arrestor on equipment, tractors, and power equipment with internal combustion engines. Long handled round pointed shovel should be used for hand clearing. At minimum, a 10lb. Underwriters Laboratory approved “ABC” all-purpose type dry chemical fire extinguisher must be on site during work.

A24.0 Agreement Exclusivity: The County reserves the right to enter into an Agreement with other Contractor s for the same or similar services. The County does not guarantee or represent that any Contractor will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis.

A25.0 Administrative Oversight and Contract Management: Throughout the term of any Agreement resulting from this solicitation, COUNTY and awarded Contractor will schedule periodic and/or as needed meetings to determine how the services are progressing, discuss any issues or concerns, identify and/or respond to areas needing improvement or changes and work cooperatively to resolve all identified m

**A26.0 Lakeland Village Community Center Campus:
LE0519, LE0520, LE0521, LE0522, LE0523**

A26.1 Landscape and irrigation maintenance:

- a) Hardscape Maintenance: All areas between the buildings, main entrance (area includes from Grand to the entrance of the baseball fields including the fence on along the northside of the basketball courts.)
 - i) Blow hardscape and clean up trash every Monday and Thursday no later than 9:00 am along entire hardscape areas including office area.
 - (1) Pressure wash of stained areas not included.
 - (2) Dumpster on site for Contractor to utilize for trash disposal, however green waste to be removed at contractor's expense.
- b) Landscape Platers:
 - i) Weed planters as needed, trim shrubs and ground cover as need. Keep all drains clear of debris. Maintain new trees, ensure they are staked and tied properly. Fertilize all plant material twice per year.
- c) Irrigation Maintenance:
 - i) Maintain all sprinklers, valves, lateral and main lines. Ensure that all are repaired as needed and are working properly at all times.
 - (1) Repair of back flow device, pump and irrigation controller not included.
- d) Trash Cans and Liners
 - i) Replace trash liners on Mondays, Wednesday and Fridays.
 - (1) Contractor to supply all necessary supplies
 - ii) Wash and Clean Trash cans if dirty, as needed.

**A27.0 Perret Park:
LE024**

A27.1 Landscape Maintenance:

- a) Turf Maintenance:
 - i) Mow, edge and blow weekly from March 1st through October 31st and every other week from November 1st through February 29th.
 - ii) Fertilize two times per year
- b) Shrub and Ground Cover Maintenance:
 - i) Trim shrubs and ground cover as needed, spray or remove weeds in planter beds. Remove any dead plant material and debris
 - ii) Fertilize two times per year
- c) Tree Maintenance:
 - i) Trim low hanging branches, including new growth and suckers to a minimum height 7-feet on all park areas to allow for pedestrian clearance.

A27.2 Parking Lot:

- a) Blow and rake parking lot every Monday and pick up trash and papers.
 - i) Dispose of offsite
- b) Dispose of doggie bags daily Monday through Friday.
 - i) Two (2) stations
 - (1) Restock stations with bags as needed
 - (a) Contractor to supply bags

A27.3 Beach Sand Maintenance:

a) Maintain sand area free of weeds, trash, debris and raked/groomed once per week

A27.4 Lot on North side of Park:

a) Raise low brunches up to 7-feet in height, remove suckers and new growth off of trucks. Pick up trash, broken branches and spray or remove weeds.

A27.5 Irrigation Maintenance:

a) Adjust and repair sprinklers to provide adequate coverage, repair valves, lateral and main lines as needed, including broken irrigation valve wires and program controller.

b) Contractor shall maintain and ensure that all turf and plant material is alive.

A27.6 Restrooms:

a) Clean restrooms daily Monday through Friday.

b) Restock restrooms with all necessary supplies

i) Contractor to supply all necessary restroom supplies.

A27.7 Pressure Wash

a) Pressure wash once per week the gazebo, picnic tables and outside of restroom buildings.

A28.0 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.

A29.0 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
SITE LOCATIONS AND PAYMENT PROVISIONS

Region	Location	Frequency of Service	Monthly Cost
Central	215-74 HWY INTERCHANGE	Weekly	\$825.00
Central	MID COUNTY DA OFFICE (FRONT) 135 Alessandro Road Banning, CA 92220	Weekly	\$299.08
Central	SMITH CORRECTIONAL PARKING LOT 1627 S. Hargrave Street Banning, CA 92220	Weekly	\$158.76
Central	SMITH CORRECTIONAL FACILITY GAS STATION & CAR WASH 1627 S. Hargrave St Banning, CA 92220	Weekly	\$360.00
Central	MID COUNTY DA OFFICE (BACK) 155 E. Hay Street Banning, CA 92220	Weekly	\$180.92
Central	FLEET SERVICES FACILITY 50208 Main Street Cabazon, CA 92230	Bi-Weekly	\$566.18
Central	FLEET SERVICES VENDING BUILDING 50208 Main Street Cabazon, CA 92230	Weekly	N/A
Central	HEMET CAC 880 N. State Street Hemet, CA 92543	Weekly	\$1,099.78
Central	HEMET SERVICES CENTER 749 N. State Street Hemet, CA 92543	Weekly	\$599.58
Central	LAKELAND VILLAGE COMMUNITY CENTER CAMPUS BUILDING A 16275 Grand Ave. Lake Elsinore, CA 92530	Weekly	\$425.00
Central	LAKELAND VILLAGE COMMUNITY CENTER CAMPUS BUILDING B 16275 Grand Ave. Lake Elsinore, CA 92530	Weekly	\$425.00
Central	LAKELAND VILLAGE COMMUNITY CENTER CAMPUS BUILDING C 16275 Grand Ave. Lake Elsinore, CA 92530	Weekly	\$425.00
Central	LAKELAND VILLAGE COMMUNITY CENTER CAMPUS BUILDING D	Weekly	\$425.00

Region	Location	Frequency of Service	Monthly Cost
Central	LAKELAND VILLAGE COMMUNITY CENTER CAMPUS BUILDING E 16275 Grand Ave. Lake Elsinore, CA 92530	Weekly	\$425.00
Central	PERRET PARK 32938 Perret Blvd. Lake Elsinore, CA 92530	Weekly	\$2,733.65
Central	SWJC JUV HL BUILDING - FLEET SERVICES (Vacant) 30755 Auld Road Murrieta, CA 92563	Weekly	\$481.91
Central	SWJC JUV HL BUILDING A - CENTRAL PLANT 30755 Auld Road Murrieta, CA 92563	Weekly	\$1,000.80
Central	SWJC JUV HL BUILDING B 30755 Auld Road Murrieta, CA 92563	Weekly	\$896.70
Central	SOUTHWEST - JUVENILE HALL BUILDING B 30755 Auld Road Murrieta, CA 92563	Weekly	\$1,312.81
Central	FIRE DEPARTMENT CAL FIRE AUDITORIUM 16930 Bundy Ave. Riverside, CA 92518	Weekly	\$599.24
Central	FIRE DEPARTMENT CAL FIRE DORMITORY 16930 Bundy Ave. Riverside, CA 92518	Weekly	\$599.24
Central	FIRE DEPARTMENT CAL FIRE ADMINISTRATION 16902 Bundy Ave. Riverside, CA 92518	Weekly	\$725.00
Central	RUHS HEALTH CLINIC 308 San Jacinto Ave. Perris, CA 92570	Bi-Weekly	\$553.98
Central	CODE ENFORCEMENT BUILDING 17650 Cajalco Rd. Perris, CA 92570	Weekly	\$337.60
Central	GOOD HOPE COMMUNITY PARK 21565 Steele Peak Drive. Perris, CA 92570	Weekly	\$1,399.20
Central	MEAD VALLEY COMMUNITY CENTER 21019 Rider Road. Perris, CA 92570	Weekly	\$2,413.60
Central	PINEWOOD PARK Corner of Pinewood St. & Clark St., Perris, CA 92570	Weekly	\$325.00
Central	CATCH BASIN 581 Grand Ave. San Jacinto, CA 92582	Weekly	\$125.00
Central	SAN JACINTO ANIMAL SHELTER 581 Grand Ave. San Jacinto, CA 92582	Weekly	\$1,398.57

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

between

COUNTY OF RIVERSIDE

and

MARIPOSA LANDSCAPES, INC.



AUG 01 2023 3.24

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This Agreement, made and entered into this ____ day of _____, 2023, by and between Mariposa Landscapes Inc., a California corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). CONTRACTOR and COUNTY are individually referred to herein as "party" and collectively referred to herein as "parties". 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 ratified to July 1, 2023, and 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 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 three hundred forty-eight thousand one hundred and fifty-three dollars (\$348,153) for the term of the Agreement including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in

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

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

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

RIVERSIDE COUNTY FACILITIES MANAGEMENT

Attn: Accounts Payable

3450 14th Street, Suite 200

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 (FMARC-00245) quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

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

made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. 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

FACILITIES MANAGEMENT

ATTN: PCS

3450 14th Street, Suite 420

Riverside, CA 92501

CONTRACTOR

MARIPOSA LANDSCAPES INC.

6232 Santos Diaz Street

Irwindale, CA 91702

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.

21.5 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.

23.13 ELECTRONIC SIGNATURES. This Contract 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 to this Contract 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 Contract. The parties further agree that the electronic signatures of the parties included in this Contract 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.

[Signature Page to follow]

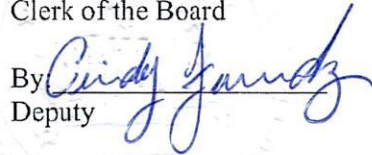
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

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

By: 
Kevin Jeffries
Board of Supervisors

Dated: 08/01/2023

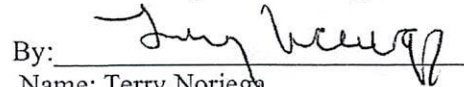
ATTEST:
Kimberly Recter
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
COUNTY COUNSEL

By: Aaron C. Gettis
Aaron C. Gettis
Supervising Deputy County Counsel

MARIPOSA LANDSCAPES, INC.
a California corporation

By: 
Name: Terry Noriega
Title: CEO

Dated: 07/12/2023

By: 
Name: Antonio Valenzuela
Title: Secretary

Dated: 07/12/2023

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On July 12th, 2023 before me, Jennifer Ting, Notary Public
(insert name and title of the officer)

personally appeared Terry Noriega & Antonio Valenzuela,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

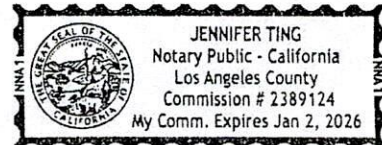


EXHIBIT A
SCOPE OF SERVICE

A1.0 Description of Services: Landscape areas are defined as all lawn areas, trees, shrubs, header boards, retaining walls, mowing strips, barked areas, ground cover, and flower beds as presently existing. Landscape maintenance includes, but is not limited to, mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

A2.0 Workmanship, Quality, and Appearance Level

A2.1 Expectation of the awarded Contractor is to provide a reasonable level of quality in professional landscape maintenance compatible with standard industry practices and shall insure that all work is continually overseen by 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.

A2.2 Awarded Contractor 's employees must be outfitted in the company uniforms appropriate to the type of assignment that they are working. Company shirt shall have an identifying company logo or patch. Uniforms may not be orange in color while servicing detention facilities.

A2.3 Awarded Contractor shall be responsible to replace in kind and at County expense, any lawn, ground cover, trees, shrubs, or irrigation system components requiring replacement through normal attrition and/or infestation. Replacements required due to negligence resulting from failing to provide maintenance in accordance with the provisions of an Agreement resulting from this solicitation will be at the expense of the awarded Contractor . The County must approve all substitutions.

A 2.4 Safety: Awarded Contractor (s) 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 work. This requirement shall not be limited to normal working hours but shall apply continuously and shall conform with all governing safety regulations.

A3.0 Work Not Included: The Contractor shall not be responsible for structural maintenance, repair, or replacement of the following:

A3.1 Parking areas, driveways, roads, buildings, walks, and related structures except in instances of damage to these structures by negligent actions on the part of the Contractor . In this case the awarded Contractor shall be responsible for the complete repair/replacement of the damaged area(s) to "as new" condition as determined by the County.

A3.2 Losses/damages beyond awarded Contractor 's control except that appropriate maintenance, repair, or replacement of such losses or damage made by the awarded Contractor after receipt of approval and authorization from appropriate County representative.

A3.3 The County shall provide all utility services related to or required for all locations.

A4.0 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. 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:

A4.1 Fertilizers shall be complete, furnishing the required percentage of nitrogen, phosphoric acid, and potash to keep lawns, trees, shrubs, and other plants in a healthy and vigorous growing condition. NOTE: Areas that are irrigated with reclaimed water may require less fertilizer.

A4.2 Insecticides, fungicides, herbicides, and rodenticides shall be of the best quality obtainable, properly labeled with guaranteed analysis, and brought to each job site in the manufacturer's original container, or appropriate and properly labeled secondary container.

A4.3 Tree stakes, tree ties, and guy wires shall be of materials matching the existing on each work site, or as specified by the County.

A4.4 Lawn seed for reseeding shall be a certified mixture to match existing grasses.

A4.5 In the desert areas (i.e., Palm Desert, Blythe, Thermal, Indio, etc.) landscapes require annual scalping and reseeding with "Perennial Rye Seed" for the summer months.

A5.0 Replacement of Plants and Trees: Contractor shall be responsible for removal of 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 approval from the County. The County shall provide replacement trees for those that have died or been damaged through no fault of the awarded Contractor. Awarded Contractor is responsible for providing labor and equipment to plant all replacement plants and trees. (Plants, trees, shrubs or other groundcover damaged through the fault of the awarded Contractor will be replaced at the expense of the awarded Contractor.)

A5.1 Replacement of plants and trees is considered an "as needed service" and would be quoted / invoiced for time and labor in addition to regular scheduled landscape maintenance service costs at the location. If requested by County to provide the trees/plants for replacement, County will reimburse awarded contractor for actual cost of trees/plants.

A6.0 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:

A6.1 Mowing: Lawn areas shall be mowed once every seven (7) days or more often, if necessary, unless otherwise specified, to maintain a neat, trim appearance. All paper, rubbish, twigs, limbs, branches, or debris from each lawn area will be removed prior to mowing. Mowing shall be done only by clean and properly adjusted mowing equipment with sharp cutting edges. Bruising or rough cutting of grass shall not be permitted. Grass must be mowed to a uniform height, which shall be determined for each area of the site. Mowing directions shall be periodically alternated. "Scalping" shall not be permitted.

A6.2 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. Damaging tree trunks, shrubs, sprinkler heads, buildings, and other objects and structures during trimming operations shall be avoided. Any such damage shall be reported immediately to a supervisor.

A7.0 General Maintenance and Clean-up:

A7.1 It shall be the responsibility of the awarded Contractor to collect all paper, mowed grass, clippings, trimmings, cuttings, rubbish, and debris at each site and shall follow **Section A17.0 Organic Recycling Service** to remove and dispose of the green waste in a lawful manner at the awarded Contractor 's expense. No clippings, trimmings, removed trees, cuttings, rubbish, or debris resulting from the performance of these services shall be deposited in the refuse cans or dumpsters placed by the County at various locations in the areas covered by an Agreement resulting from this solicitation.

A7.2 All ground cover areas, all areas around shrubs and trees, next to building, fences, tanks, sidewalks, paths, curbs, and gutters shall be kept free from leaves, weeds, grasses, rocks, glass, litter, and other debris.

A7.3 All cracks and seams in sidewalks, curbs, street gutters, and other paved areas shall be kept free of grass and weeds.

A7.4 All sidewalks and paved areas shall be swept and cleaned of any dirt or soil that might be washed from adjacent slopes or planted areas.

A7.5 Any eroded places on the landscaped area shall have replacement of topsoil done to bring such eroded places back to original grade. The cause of erosion shall be reported promptly to the County.

A7.6 Work sites shall be left orderly and neat upon completion of work for that day.

A7.7 All traffic control required will be the responsibility of the awarded Contractor . A traffic plan shall be submitted to and approved by the County prior to performing any work requiring traffic control.

A7.8 Notification of all "specialty type" maintenance operations shall be given to the County forty eight hours (48) hours prior to each of these operations. "Specialty type" maintenance operations are defined as: Fertilization, pre-emergent weed control, turf de-thatching, and preventative application of turf fungicide.

A7.9 The contractor shall provide and install all necessary safety signage and devices per industry and safety standards while performing all work at County facilities. Contractor shall be aware of the safety of site personnel, public, and property during performance of work. Contractor shall ensure that their respective staff are properly outfitted all necessary PPE.

A8.0 Weeds, Disease, and Pest Control:

A8.1 The Contractor shall have all required permits and licenses for the possession and use of pesticides. As applicable to the services being performed, Contractor's employees shall have the required training and certification with a Qualified Applicator License (QAL) before applying pesticides and shall have the required training and certification for application of herbicides. Whenever herbicides are used, contractor shall apply when air currents are still, to prevent any toxic exposure to persons whether they are in or on the grounds. **Any licenses and/or certifications regarding pesticide and/or herbicide application training MUST be uploaded to Public Purchase.**

A8.2 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 awarded Contractor .

A8.3 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 using selective weed killers or pre-emergent sprays. Extreme care will be exercised in the use of selective weed killers so as not to damage any other plants. Extreme caution shall be taken not to damage other plants. Spraying shall be done only at times when there is no wind, and in compliance with all Federal, State, and local laws and regulations.

A8.4 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.

A8.5 Contractor shall control poison oak where necessary.

A8.6 Contractor shall use Integrated Pest Management practices and be responsible for pest control on all trees, shrubs, and ground cover.

A8.7 Snails and slugs shall be controlled using approved bait.

A8.8 Extremely toxic materials, such as Category I pesticides, shall not be used at any time

A9.0 Aerating and Renovating:

A9.1 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.

A9.2 As required by County, reseeding of bare places or depressions in lawn areas will take place after first bringing such depressions to grade level with topsoil.

A10.0 Watering:

A10.1 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.

A10.2 Wherever or at any time that a regularly installed sprinkler irrigation system does not adequately cover the lawn area in which it is installed, awarded Contractor shall furnish and set out hoses and sprinklers as required to uniformly water the lawn areas.

A10.3 Watering shall be done at night or in the early morning and shall be controlled to prevent any runoff, ponding, and over watering.

A10.4 Irrigation controllers shall use repeat cycling where possible to allow water to soak in and prevent runoff or ponding.

A10.5 Water usage and the condition of lawn areas may be impacted by current and future water delivery availability. As such, water usage may be guided and or controlled by the State Water Resources Control Board.

A11.0 Fertilizing:

A11.1 Lawn areas shall be fertilized not more than 3 times each year. Applications of actual nitrogen shall be at a rate of three (3) pounds per 1,000 square feet of lawn each year. Fertilizer applications shall be March, June, and October, using 16.6.8 formulation, with equal 1-pound applications of nitrogen. Fertilizer application may be omitted in Desert Region during month of June.

A11.2 Lawn areas shall be watered immediately after fertilization to prevent burning of grass. Burning of grass due to improper fertilization work on lawn areas shall be considered as "property damage" and shall be corrected by the awarded contractor .

A11.3 Fertilizing schedule information shall be included in a monthly work schedule.

A12.0 Trees, Shrubs, and Ground Cover Care: All trees, shrubs, and ground cover on the sites shall be maintained in a healthy, growing condition by performing the following operations and other work, including, but not limited to, the following:

A12.1 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. Hoses and sprinklers can be used when and where necessary to insure watering coverage. Areas designated, as non-irrigated landscaping shall not need to be irrigated. If there is an area and/or areas where no irrigation systems exist, the watering shall have to be done by hand.

A12.2 Moisture checks of representative plants in the landscaping are required 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.

A12.3 A water basin shall be maintained 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.

A13.0 Pruning & Minor Tree Care (up to 15-foot above ground):

A13.1 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.

A13.2 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.

A13.3 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.

A13.4 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.

A13.5 Evergreen trees shall be thinned out and shaped when necessary to prevent wind and storm damage.

A13.6 Pruning of trees and shrubs shall be done as needed to achieve the following:

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

A13.7 Tree services requested above 15 foot will be considered additional and "as needed" services and would be quoted / invoiced for time and labor in addition to regular scheduled landscape maintenance service costs at the location.

A14.0 Planter Areas:

A14.1 All planters shall be maintained in a weed-free condition.

A14.2 All pests and diseases shall be controlled.

A14.3 Dead material shall be trimmed from all low shrubs and bushes to always maintain a pleasing appearance.

A15.0 Irrigation Systems:

A15.1 Awarded Contractor and County representative will schedule site visits at each awarded location to check the irrigation system (if there is one) and awarded Contractor shall apprise County of any irrigation system needs by inspecting all installed irrigation systems on the site(s) and reporting damage or malfunction of any system **prior** to beginning services for any Agreement resulting from this solicitation. Irrigation systems found to be damaged, or malfunctioning, will be repaired/replaced at the expense of the County through an additional service request with the awarded Contractor (s) or by other means. Once repaired/replaced, it will be the awarded Contractor's responsibility to maintain the irrigation system in working order as part of the regular scheduled maintenance services.

A15.2 Awarded Contractor shall be responsible for the effectiveness of the irrigation systems on the site(s) throughout the term of an Agreement resulting from this solicitation.

A15.3 Awarded Contractor shall adjust and trim around all sprinkler heads to obtain and maintain proper water coverage.

A15.4 Awarded Contractor shall remove the last sprinkler head from each system and flush lines if and as required.

A15.5 Awarded Contractor shall repair or replace, at its own expense, any irrigation system equipment damaged resulting from negligence or performance issues by the awarded Contractor. All broken items must be replaced with item of same brand and model. The County must approve all substitutions.

A15.6 Awarded Contractor shall report promptly to the County any damage to the irrigation systems.

A15.7 Awarded Contractor shall provide labor and equipment for the repair or replacement of all leaking or malfunctioning lateral lines, sprinkler heads, valves, and/or controllers.

A15.8 Awarded Contractor shall report any mainline, valve, or controller problems to the County within 24 hours of observation.

A15.9 All systems shall be operationally checked immediately following each mowing to ensure that no damage was caused by the mowing.

A15.10 Awarded Contractor shall ensure that all irrigation sprinkler control time settings shall not create dry, brown spots in the turf areas and that all shrubbery or decorative planting shall be maintained in a healthy, vigorous state always. Further, awarded 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.

A15.11 Parts: When irrigation services require parts, the County shall have the option of providing

the parts or having the awarded Contractor provide the parts.

A15.12 After initial inspection and throughout the term of an Agreement resulting from this solicitation, there shall be a cooperative effort between County and the awarded Contractor (s) to determine when an irrigation system needs repair/replacement beyond the scope of regular maintenance services described herein.

A16.0 Organic Recycling Services: The Department of Resources Recycling and Recovery establishes an integrated waste management program that requires each county and city to prepare and submit to the department a countywide integrated waste management plan. This requires a business that generates a specified amount of organic waste per week to arrange for recycling services for that organic waste in a specified manner. Organic waste shall refer to green waste, landscaping and pruning waste, and nonhazardous wood.

A16.1 Compliance with Law: Awarded Contractor shall perform services in accordance with all the laws governing the safe collection, transport, recycling, and disposal of Residential and Commercial Solid Waste, including but not limited to AB 341, 939 and AB 1826, SB 1383, Recovered Conservation and Recovery Act (RCRA), and Comprehensive Environmental Response Compensation and Liability Act (CERCLA). Organic waste is to be recycled for compliance with California regulations. Awarded Contractor will remove landscape trimmings and cuttings and place them in an Organic Waste recycling container, or Organic Waste must be removed from property by awarded Contractor and Organic Waste and its contents shall be transported to a facility that recovers source separated Organic Waste.

A16.2 Initiation of Organic Waste Recycling Services: Awarded Contractor shall provide organic waste recycling service upon request by any facility serviced under an Agreement resulting from this solicitation, not limited only to facilities meeting the following threshold requirements:

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

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

A16.3 Organic waste recycling services shall be defined as: Source-separated organic waste collection taken to an organic waste processing and/or recycling facility approved by the County OR Mixed organic waste collection taken to a mixed waste processing facility approved by the County that removes organic waste from the mixed waste collection stream for processing and/or recycling. Upon request, the awarded Contractor is to provide written proof of receipt of organic waste materials by an authorized recycling facility.

A16.4 Best Management Practices (BMPs) / Water Quality Management Plan Duties: Some locations will require BMP work affiliated with localized Water Shed areas – such as; Smith Correctional, Cois Byrd and Benoit Detention Centers.

A17.0 Equipment: Awarded Contractor shall furnish, maintain, and use sufficient modern and efficient equipment and tools to perform the work required under the provisions of this solicitation. All equipment and tools shall be kept in safe, usable condition with cutting edges properly sharpened. The County may direct that the awarded Contractor discontinued the use of any equipment or tools that in the opinion of County representatives are not in an acceptably safe and usable condition.

A18.0 Warranty: A one-year (365) day unconditional warranty shall be in effect. The warranty shall cover all materials added or provided by the awarded Contractor and workmanship. All warranty work shall be completed within two (2) weeks from written notice by County.

A19.0 Undocumented Workers: The services herein may involve the employment of unskilled labor. Such employment may be attractive to persons coming from foreign countries, sometimes illegally. This serves as a reminder that it is a crime to bring into the United States, transport within the United States, and to harbor aliens who do not have a proper visa to enter and work in this country (8 U.S.C. '1323- 1325). If violations are suspected or discovered during payroll or other audit during the performance of work on this project, they shall be reported to the U.S. Immigration and Naturalization Service for investigation and appropriate action. Conviction of the awarded 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 awarded Contractor from receiving future County contracts.

A20.0 Termination: Thirty (30) days prior to the termination of any maintenance agreement(s) resulting from this solicitation an inspection of all foliage shall be conducted by awarded Contractor and the County, and any foliage deemed by the County to be in poor condition shall be replaced at the awarded Contractor's expense.

A21.0 Insurance: Applicable insurance coverage is required to be maintained throughout the period of performance of any agreement resulting from this solicitation.

A22.0 Add/Delete Sites and/or Change Service Schedule: Throughout the period of performance of any agreement resulting from this solicitation, County retains the right to add and/or delete sites and/or change the services schedule(s) of sites as it meets the operational requirements of the department. Awarded Contractor will be notified of any add/deletions/changes and updated pricing for added/changed sites will be requested at the time of notification.

A23.0 Weed Abatement Services: On an as needed basis, COUNTY may require weed abatement services from the awarded Contractor at select locations. This service needs would be communicated from COUNTY and contain information on the site, schedule, area needs, etc. so a quote could be prepared. Awarded Contractor may also request to walk the site with the COUNTY representative to better understand the needs. Line items have been included in the cost section for Contractor to provide a per square foot price based on the type of vegetation (light grass, heavy grass, etc.) and an hourly rate for a tractor and operator if that service is available.

A23.1 Weed abatement services may include, but not be limited to, hazard abatement, brush management, disking (tractor and operator), hand clearing with hand and/or power tools, and loading

and hauling vegetation and/or debris.

A23.2 Definitions and Requirements:

- **Hazard abatement** is defined as the removal of plants or grasses that pose a fire hazard or constitute a nuisance as defined in Riverside County Ordinance 695.
- **Debris** is defined as rubble, wreckage, litter, discarded garbage/refuse/trash, scattered remains of something destroyed or disregarded.
- **Brush management** is defined as managing brush, trees, shrubs, and the like on or around a site.
- **Dust Control** - it shall be the awarded Contractor s responsibility to comply with Federal, State and Local laws, Regulations and Ordinances including but not limited to South Coast Air Quality Management Division (SCAQMD) Rule 403.

A23.3 Safety: Awarded Contractor will furnish gloves, safety glasses, hearing protection, and any other safety equipment that is necessary for this type of work being performed and shall provide safe and healthful working conditions for personnel; including equipment, transport equipment and shall comply with all applicable OSHA requirements. All equipment used shall be properly equipped and have readily available the following fire protective gear/accessories: United States Forest Service approved spark arrestor on equipment, tractors, and power equipment with internal combustion engines. Long handled round pointed shovel should be used for hand clearing. At minimum, a 10lb. Underwriters Laboratory approved “ABC” all-purpose type dry chemical fire extinguisher must be on site during work.

A24.0 Agreement Exclusivity: The County reserves the right to enter into an Agreement with other Contractor s for the same or similar services. The County does not guarantee or represent that any Contractor will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis.

A25.0 Administrative Oversight and Contract Management: Throughout the term of any Agreement resulting from this solicitation, COUNTY and awarded Contractor will schedule periodic and/or as needed meetings to determine how the services are progressing, discuss any issues or concerns, identify and/or respond to areas needing improvement or changes and work cooperatively to resolve all identified m

A26.0 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.

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
SITE LOCATIONS AND PAYMENT PROVISIONS

Region	Location	Frequency of Service	Monthly Cost
Eastern	CATHEDRAL CITY BRANCH LIBRARY 33520 Date Palm Dr. Cathedral City, CA 92234	Weekly	\$1,705.52
Eastern	DESERT HOT SPRINGS WIC 14320 Palm Dr. Desert Hot Springs, CA 92240	Weekly	\$682.21
Eastern	FAIR - AUTO MAINTENANCE 46263 Oasis Street Indio, CA 92201	Weekly	\$170.55
Eastern	DESERT SAGE RUHS BH 82485 Miles Ave. Indio, CA 92201	Weekly	\$852.76
Eastern	COMMUNICAITONS CENTER 82655 Dr. Carreon Blvd. Indio, CA 92201	Weekly	\$2,046.63
Eastern	RIVERSIDE COUNTY HEALTH CLINIC 47923 Oasis Street Indio, CA 92201	Weekly	\$955.09
Eastern	MENTAL HEALTH IN-PATIENT 47915 Oasis Street Indio, CA 92201	Weekly	\$955.09
Eastern	MENTAL HEALTH OUT-PATIENT 47825 Oasis Street Indio, CA 92201	Weekly	\$955.09
Eastern	INDIO FLEET 82775 Plaza Ave. Indio, CA 92201	Weekly	\$341.10
Eastern	ENVIRONMENTAL HEALTH 47950 Arabia Street Indio, CA 92201	Weekly	\$955.09
Eastern	ADULT PROBATION 47940 Arabia Street Indio, CA 92201	Weekly	\$955.09
Eastern	INDIO PARKING STRUCTURE 82757 Plaza Ave. Indio, CA 92201	Weekly	\$683.09
Eastern	INDIO PARKING STRUCTURE PARKING LOT 82757 Plaza Ave. Indio, CA 92201	Weekly	\$683.09
Eastern	INDIO LAW OFFICE 82995 CA-111 Indio, CA 92201	Weekly	\$1,366.18
Eastern	INDIO WORKFORCE DEVELOPMENT CENTER 44199 Monroe St. Indio, CA 92201	Weekly	\$1,821.58
Eastern	MECCA CATCH BASIN 91275 66th Ave. Mecca, CA 92254	Weekly	\$113.85
Eastern	MECCA HEALTH CLINIC 91275 66th Avenue Mecca, CA 92254	Weekly	\$1,366.18
Eastern	MECCA LIBRARY 91275 66th Ave. Mecca, CA 92254	Weekly	\$455.39
Eastern	PALM SPRINGS CAC 3255 E. Tahquitz Canyon Way Palm Springs, CA 92262	Weekly	\$1,023.31
Eastern	ROY'S RESOURCE CENTER 19531 McLane Street N. Palm Springs, CA 92258	Weekly	\$227.70
Eastern	RUHS BEHAVIORAL HEALTH 19531 McLane Street N. Palm Springs, CA 92258	Weekly	\$227.70
Eastern	THOUSAND PALMS ANIMAL SHELTER 72050 Petland Place Thousand Palms, CA 92276	Bi-Weekly	\$910.79

Region	Location	Frequency of Service	Monthly Cost
Eastern	THOUSAND PALMS LIBRARY 31189 Robert Rd. Thousand Palms, CA 92276	Weekly	\$1,023.31
Eastern	BLYTHE CAC B 240 N. Broadway & 220 N. Broadway Blythe, CA 92225	Weekly	\$1,024.64
Eastern	BLYTHE CAC C 260 N. Broadway Blythe, CA 92225	Weekly	\$1,024.64
Eastern	BLYTHE CAC D 295 N. Broadway Blythe, CA 92225	Weekly	\$1,024.64
Eastern	BLYTHE SUPERIOR COURTHOUSE 265 N. Broadway Blythe, CA 92225	Weekly	\$1,024.64
Eastern	BLYTHE ANIMAL SHLETER 245 S. Carlton Avenue Blythe, CA 92225	Weekly	\$1,024.64
Eastern	FLEET SERVICES 226 W. Barnard Street Blythe, CA 92225	Weekly	\$113.85
Eastern	PALO VERDE HOSPITAL PROFESSIONAL BUILDING 205 N. 1ST St. Blythe, CA 92225	Weekly	\$1,024.64
Eastern	ROY WILSON COMMUNITY CENTER 13341 Mesa Dr. Blythe, CA 92225	Weekly	\$1,024.64