

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



**ITEM: 13.1
(ID # 24387)**

MEETING DATE:
Tuesday, March 19, 2024

FROM : Regional Parks and Open Space District:

SUBJECT: PARKS AND OPEN SPACE DISTRICT: Approval of First Amendment to the Professional Service Agreement with Mariposa Landscapes, Inc. for Landscape Maintenance and Irrigation Services effective through September 30, 2027; (District 4); [\$56,953] Park Maintenance and Operations Fund 25400.

RECOMMENDED MOTION: That the Board of Directors:

1. Approve First Amendment to Professional Services Agreement PKARC-PSA-0004600 for Landscape Maintenance at Mayflower Regional Park and authorize Chair of the Board of Directors to execute the same;
2. Authorize the Purchasing Agent to issue Purchase Orders to Mariposa Landscapes, Inc. that do not exceed the total annual amount of \$56,952.80;
3. Authorize the General Manager, or their Designee, based on the availability of fiscal funding and as approved as to form by County Counsel, to sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the contract; and
4. Direct the Clerk of the Board to return four (4) copies of the executed Amendment to the Riverside County Regional Park and Open-Space District (District).

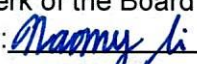
ACTION:Policy


Kyla R. Brown, General Manager 3/4/2024

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes: Jeffries, Spiegel, Washington and Gutierrez
Nays: None
Absent: Perez
Date: March 19, 2024
xc: Parks

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$55,779	\$56,953	\$257,342	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Parks Maintenance and Operations Fund 25400			Budget Adjustment: No	
			For Fiscal Year: 23/24 – 27/28	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Since 2012, the Riverside County Regional Park and Open-Space District (“RivCoParks”), has contracted landscaping services for maintenance and beautification of RivCoParks facilities. RivCoParks contracts these services due to the unique detailed maintenance required for specific site landscape, inclusive of soft-scape, hardscape, irrigation systems, and mowing areas. The selected contractor has expertise in hardscape, softscape, turf mowing, irrigation maintenance, and replacement services.

Impact on Citizens and Businesses

Approval of this amendment will provide the most efficient and effective delivery of landscape maintenance services at Mayflower Regional Park.

Contract History and Price Reasonableness

On May 19, 2022 , RivCoParks sent a Request for Quote for Landscape Maintenance Services at Mayflower Regional Park to firms on Riverside County's Public Works Prequalified List. Two (2) firms responded. Staff reviewed the proposals and selected Mariposa Landscape, Inc. as the lowest responsible bid at \$54,605, Professional Services Agreement was signed on 10/28/2022, expiring June 30, 2023 and with the option to renew for four (4) additional one (1) year increments. RivCoParks exercised it's first option to renew in June 2023. RivCoParks' is now requesting the agreement be amended to expire September 30, 2027, to coincide with the service period required. The contractor has requested a CPI increase due to labor rate increase resulting in a contract amount increase of \$2,348 to an annual amount of \$56,952.80. The result of this increase to the annual cost of the agreement now requires Board approval.

RivCoParks is also requesting authorization to approve future increases to the agreement of up to 10%, to allow staff to respond to unexpected maintenance costs while in the field.

Attachments

Original PSA with Mariposa

1st Amend Mariposa Landscape AATF 03.06.24

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

Meghan Hahn
Meghan Hahn, Director of Procurement

3/6/2024

Tyler Ordóñez Jr
Douglas Ordóñez Jr.

3/11/2024

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel

3/7/2024



RIVERSIDE COUNTY PARK AND OPEN-SPACE DISTRICT
AMENDMENT NO. 1 TO THE AGREEMENT

WITH

MARIPOSA LANDSCAPES, INC

Original Contract Term:	October 28, 2022 through June 30, 2023
Contract Term Extended To:	September 30, 2027
Effective Date of Amendment:	1/22/2024
Annual Maximum Contract Amount:	\$56,952.80
Contract / RFQ ID:	PKARC-PSA-0004600 / PKARC-0231

This First Amendment to the to the Professional Service Agreement for Landscape Services Mayflower Park is entered into by and between Riverside County Park and Open-Space District, herein referred to as DISTRICT, and MARIPOSA LANDSCAPE, INC, herein referred to as CONTRACTOR.

WHEREAS, DISTRICT and CONTRACTOR entered into a Professional Agreement for Landscape Maintenance Services (“Agreement”), effective October 28, 2022 and terminating on June 30 2023; and

WHEREAS, the parties desire to amend section 2.1 of the Agreement and adjust the compensation amount consistent with the California Consumer Price Index; and

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, DISTRICT and CONTRACTOR agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference and collectively refer to herein as the “Agreement”.
2. **Periods of Performance:** Section 2 of the agreement is hereby amended by adding the following:

“This Agreement shall continue in effect through September 30, 2027, unless terminated earlier.””

3. **Compensation:** Section 3.1 of the Agreement is amended to delete the second sentence and replace it with:

“Maximum payments by DISTRICT to CONTRACTOR shall not exceed Fifty Six Thousand Nine Hundred and Fifty-Two Dollars and Eighty Cents (\$56,952.80) annually including all expenses.”

All other terms in Compensation Section 3.1 shall apply.

MAR 19 2024

13.1



RIVERSIDE COUNTY PARK AND OPEN-SPACE DISTRICT
AMENDMENT NO. 1 TO THE AGREEMENT

WITH

MARIPOSA LANDSCAPES, INC

4. Exhibit B is amended to add Exhibit B-1, attached hereto and incorporated herein, at the end of the Exhibit
5. All other terms and conditions of the Agreement not modified herein shall remain unchanged. The provisions of this amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended and shall supplement the remaining provisions thereof.

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

**RIVERSIDE COUNTY REGIONAL
INC PARK & OPEN-SPACE DISTRICT**

4600 Crestmore Road
Jurupa Valley, CA 92509

By: [Signature]

Name: KEVIN JEFFRIES Chair
Board of Directors

Dated: 3/19/2024

MARIPOSA LANDSCAPES,

6232 Santos Diaz St.
Irwindale, CA 91702

By: [Signature]

Name: Terry Noriega

Title: President

Dated: 3-7-24

ATTEST:

Kimberly A. Rector
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:

Minh Tran
County Counsel

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

RFQ# PKARC-0231
Form #116-311 Revision Date: 12/17/15

MAR 19 2024

13.1

Exhibit B 1 – Fiscal Year 2024/2025 Payment Provisions

Pricing shall be all inclusive and shall include at minimum, milage, taxes, equipment, maintenance, labor at Prevailing Wage rates, incidentals, overhead, etc...

CONTRACTOR shall adhere to the following schedule, unless the DISTRICT requirements in writing one (1) day in advance:

#	Site	Month	Frequency	Cost Per Month
1	Mayflower Park	April	1 time every 2 weeks (2x per month)	\$8,437.45
2	Mayflower Park	May	1 time every 2 weeks (2x per month)	\$8,437.45
3	Mayflower Park	June	1 time a week	\$10,546.82
4	Mayflower Park	July	1 time a week	\$10,546.82
5	Mayflower Park	August	1 time a week	\$10,546.81
6	Mayflower Park	September	1 time every 2 weeks (2x per month)	\$8,437.45

Additional services may be requested by the DISTRICT at the rates listed below:

#	Site	Frequency	Cost Per Month
1	Mayflower Park	1 time every 2 weeks (2x per month)	\$8,437.45
2	Mayflower Park	1 time a week	\$10,546.82
3	Mayflower Park	2 times a week	\$18,456.93

PROFESSIONAL SERVICE AGREEMENT

for

LANDSCAPE SERVICES MAYFLOWER PARK

between

RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT

and

MARIPOSA LANDSCAPE



TABLE OF CONTENTS

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

This Agreement, made and entered into this ____ day of _____, 2022, by and between Mariposa Landscape, Inc. (herein referred to as "CONTRACTOR"), and the RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a special district created pursuant to the California Public Resources Code Div.5, Ch.3, Art.3, (herein referred to as "DISTRICT"). The parties agree as follows:

1. Description of Services

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

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

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

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

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2023, with the option to renew for four (4) additional one (1) year increments not to exceed five (5) years, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the DISTRICT for a non-cancelable multi-year agreement.

3. Compensation

3.1 The DISTRICT shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by DISTRICT to CONTRACTOR shall not exceed fifty-four thousand six-hundred and five (\$54,605) annually including all expenses. The DISTRICT is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, DISTRICT shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the DISTRICT. The DISTRICT requires written proof satisfactory to DISTRICT of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by DISTRICT. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual 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 DISTRICT 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 DISTRICT by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and DISTRICT shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by DISTRICT. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Regional Park and Open-Space District

Attn: Finance

4600 Crestmore Road

Jurupa Valley, CA 92509

Parks-Finance@rivco.org

- 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 (PKARC-PSA-0004600); 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 DISTRICT obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of DISTRICT funding from which payment can be made, and invoices shall be rendered “monthly” in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the DISTRICT shall arise for payment beyond June 30 of each calendar year unless funds are

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

3.5 PREVAILING WAGES. Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code Sections 1720 et seq and 1770 et seq. which require the payment of prevailing wage rates and the performance on certain “public works” and “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, contractor agrees, to fully comply with such Prevailing Wage Laws, if applicable. The contractor to whom a contract for the work is awarded shall comply with the provision of the California Labor Code. A copy of these prevailing wage rates are on file with the Department of Industrial Relations and can be found online with the State of California at <http://www.dir.ca.gov/dlsr/pwd>. A copy of such prevailing wage rates shall be posted on the jobsite by contractor.

4. Alteration or Changes to the Agreement

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

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

5. Termination

5.1. DISTRICT may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 DISTRICT may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement

or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the DISTRICT may proceed with the work in any manner deemed proper by DISTRICT.

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

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to DISTRICT and deliver in the manner as directed by DISTRICT any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to DISTRICT.

5.4 After termination, DISTRICT shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the DISTRICT immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by DISTRICT pursuant to this Agreement shall be the sole property of the DISTRICT. The material, reports or products may be used by the DISTRICT for any purpose that the DISTRICT deems to be appropriate, including, but not limit to,

duplication and/or distribution within the DISTRICT or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the DISTRICT.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the DISTRICT of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the DISTRICT's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

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

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other DISTRICT representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the DISTRICT shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the DISTRICT. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the DISTRICT shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The

DISTRICT may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the DISTRICT because of the CONTRACTOR's failure to perform.

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

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the DISTRICT. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which DISTRICT employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of DISTRICT merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with DISTRICT within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify DISTRICT within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with DISTRICT in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, DISTRICT business operations related to this Agreement.

9.6 CONTRACTOR shall notify DISTRICT within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the DISTRICT; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the DISTRICT's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the

DISTRICT's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the DISTRICT. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and DISTRICT shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

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

16. Confidentiality

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

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

17. Administration/Contract Liaison

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

18. Notices

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

DISTRICT REGIONAL PARK AND OPEN-SPACE DISTRICT

ATTN: Michael Alferez & Lisa Rolland
4600 Crestmore Road
Jurupa Valley, CA 92509

CONTRACTOR

Mariposa Landscapes, Inc.
6232 Santos Diaz St.,
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 DISTRICT may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the DISTRICT within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

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 Indemnites) 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 Indemnites at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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

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

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

22. Insurance

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

A. Workers' Compensation:

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

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 DISTRICT as Additional Insureds.

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

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have

the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the DISTRICT, 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 DISTRICT, 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 DISTRICT 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) 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 DISTRICT 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 to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

5) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the DISTRICT'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

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

9) CONTRACTOR agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of DISTRICT. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by DISTRICT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of DISTRICT to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing DISTRICT from enforcement of the terms of this Agreement.

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

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to DISTRICT pursuant to this Agreement, free from all liens, claims, or encumbrances.

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

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

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

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

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 Counterparts; Use of Electronic/Digital Signatures This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the

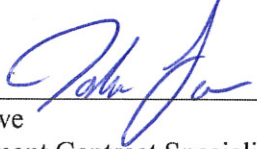
electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

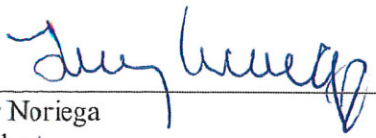
23.13 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

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

**DISTRICT, RIVERSIDE COUNTY REGIONAL
PARK & OPEN SPACE DISTRICT,**

MARIPOSA LANDSCAPE, INC

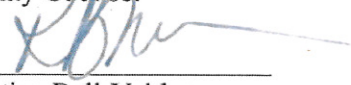
By: 
Josh Lowe
Procurement Contract Specialist

By: 
Terry Noriega
President

Dated: 10/28/22

Dated: 10/11/2022

APPROVED AS TO FORM:
County Counsel

By: 
Kristine Bell-Valdez
Supervising Deputy County Counsel

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)

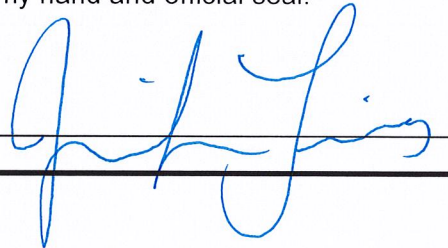
On October 20th, 2022 before me, Jennifer Ting, Notary Public
(insert name and title of the officer)

personally appeared Terry Noriega,
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)

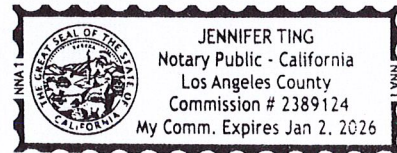


EXHIBIT A – SCOPE OF SERVICES

1. RESPONSIBILITY OF THE DISTRICT:

- 1.1. DISTRICT shall maintain the site when CONTRACTOR is not on site.
- 1.2. CONTRACTOR shall not be held responsible for regular irrigation maintenance but will be responsible for the costs to repair damage to the irrigation system that was caused by the CONTRACTOR causes damage to the irrigation system.
- 1.3. DISTRICT shall inspect, adjust, and make recommendations for the repair, and/or replacement for the irrigation system

2. GENERAL LANDSCAPE MAINTENANCE SPECIFICATIONS

- 2.1. Service Location: Mayflower Park, 4980 Colorado River Rd, Blythe, CA 92225
- 2.2. The Contractor shall furnish all labor, equipment, materials, tools, transportation, services, special skills and necessary appurtances required to perform the landscape maintenance as set forth in this scope of work and in keeping with the highest standards of quality and performance.
- 2.3. Maintenance of the service areas shall include but not be limited to inspections, mowing, trimming, shrub pruning, fertilization, aerating, tree trimming of 14’ or less, weed control, cultivation, pest control, replacement, and clean-up of drainage facilities. It is the intent to schedule maintenance to keep this site in a state of healthy vigorous growth.
- 2.4. Contractor shall, where applicable, be responsible for the cost of all repairs, to the above-ground portion of the irrigation system when the Contractor’s actions are the cause of the damages.

3. TURFGRASS

3.1. General

- 3.1.1. Mowing: All turf areas shall be mowed once per week to twice per week during the peak summer months, if needed; and once per week to every other week during the winter months, unless otherwise directed by the District, cut cool season turf grass at 2 inches. Common Bermuda and other warm season grasses shall be mowed to not exceed 1 inch, hybrid Bermuda at ¾ inches. Avoid removing more than one-third of the leaf area blade at any one time. Remove or catch the clippings. Use rotary type mowers for cool season grasses and reel type mowers for warm season grasses with sharp blades (blades should be sharpened or replaced at least twice a week). All debris must be removed daily and disposed of legally off-site. Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles located within the turf areas such as electrical boxes or fixtures. Do not mow areas that are saturated with water. Alternate mowing patterns shall be used whenever possible to prevent wheel ruts in turf areas. If ruts are made, Contractor will make repairs at his own expense. The District must approve of all mowing equipment used by the Contractor. Small rotary push mowers will be required for parkways and

other small areas.

- 3.1.2. It is the intent of the District that the Contractor use mulching mower equipment to mow all turf areas. The Contractor may be required, at the discretion of the District, to bag and remove grass clippings if the use of mulching mowers creates a hazardous or messy condition in the area of work. Additionally, at no time shall grass clippings be directed into the storm drain system by the Contractor.
- 3.1.3. Fertilizing: Apply fertilizers so as to provide sufficient nitrogen and other basic nutrients on a regular basis to maintain the turf in a healthy condition, or as directed by the District. Fertilizer will be applied as often as required to maintain deep green color at all times. The type of turf and time of year will determine the type of fertilizer used. The frequency of application will greatly depend on the amount of leaching caused by excess use of water. The type of fertilizer used and frequency applied will be recorded. Coordinate all fertilizer applications with the District.
- 3.1.4. Trimming and Edging: Trim around walls, buildings, curbs, header boards, valve boxes, quick couplers, and paved areas on a weekly basis to present a neat, clean appearance. Chemically edge around trees (tree wells) within a minimum 18" radius from the trunk using care not to damage the tree trunk or roots. At no time will chemical edging be allowed on anything other than tree wells unless directed otherwise in writing by the District.
- 3.1.5. Thatching: Thatch all turf areas once per year at a time when there will be the least amount of stress to turf, preferably in the Spring or Fall. Thatching will be in accordance with the following methods:
- 3.1.5.1. Step 1: Aerify entire area using an aerator with ½ inch tines.
 - 3.1.5.2. Step 2: Verticut the entire area using a thatching machine set to contact the soil line.
 - 3.1.5.3. Step 3: Verticut in two different directions. Pick up debris with a turf vacuum.
 - 3.1.5.4. Step 3: Mow with rotary mower at regular cutting height as specified above or as directed by the Supervisor.
- 3.1.6. Refurbishment of Turf grass: Turf areas that thin out due to shading effect of trees, structures and irrigation malfunction (due to Contractor's negligence) will be reseeded with an approved grass seed to restore the thinning areas. Coordinate with the District. This will not be considered extra work. In the winter months the District may require sod.
- 3.1.7. Weed Control: Contractor shall maintain turf areas in a weed free condition at all times by the use of either chemical or mechanical means. Pre-emergent herbicide applications shall be required to control crabgrass in all turf areas. The Contractor shall exercise extreme care and caution while applying chemical weed controls to avoid damaging any non-target plant materials. Before such applications are made, the turf should be well established and in a vigorous growth condition. All chemical applications will be recorded and coordinated with the District.
- 3.1.8. String Trimmers: Care shall be exercised with regard to the use of string trimmers to prevent damage to building surfaces, walls, header board, light fixtures, signage, etc. String trimmers shall not be used within 18" of a tree trunk.

4. SHRUB MAINTENANCE

4.1. Pruning

- 4.1.1. Shrubs shall be pruned as required for safety, removal of broken, dead and diseased branches, general containment, and appearance.
- 4.1.2. All shrubbery shall be pruned, trimmed, thinned, and suckers removed to properly contain its size with respect to species, size of planters and the best health of the plant. Coordinate with the District.
- 4.1.3. Prune shrubs to retain as much of the natural informal appearance as possible, consistent with intended use. Coordinate with District.
- 4.1.4. Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance.
- 4.1.5. Remove any spent blossoms or dead flower stalks as required to present a neat appearance.
- 4.1.6. Shrubs and mounding shall not exceed 2 feet in height within areas required for vehicle sight distance depending upon roadway topography (i.e. medians and street corners). Coordinate with the District.
- 4.1.7. Shrubs shall be pruned and trimmed using sound horticultural techniques.
- 4.1.8. Shrubs shall be maintained within the limits of confined areas (i.e., narrow medians, walkways, etc.) so as not to encroach on same.
- 4.1.9. Shrubs shall be trimmed to maintain horizontal clearance along all walkways and trails to prevent encroachment onto private property.

4.2. Shrubbery Replacement: The Contractor, at their expense, shall be responsible for the complete removal and replacement of shrubbery lost due to negligence by the Contractor as determined by the District Supervisor.

4.3. Pruning Schedule: Shrubs shall be pruned and trimmed as needed, or as requested by the District Supervisor.

4.4. Fertilization: Contractor shall apply a balanced fertilizer as needed in shrub areas to maintain a healthy appearance and condition, or as directed by the District Supervisor.

4.5. Cultivation and Mulching: Contractor shall cultivate landscape bed areas and tree wells sufficiently and often enough to control weed growth and maintain existing irrigation and drainage ditches. Mulch is also required to be applied in all open dirt areas and/or around trees as required by the landscape inspector (mulch will be supplied or paid for by the District).

5. VINES/ROSES

5.1. General

- 5.1.1. Vines, when applicable and espalier plants shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports.
- 5.1.2. Do not use nails to secure vines on masonry walls.
- 5.1.3. Existing vines planted in pockets not provided with sprinklers shall be deep watered as needed to promote optimum growth.
- 5.1.4. Pruning of vines and roses will be in accordance with good horticulture practices.
- 5.1.5. Vines shall be trimmed as required for safety, disease, general containment or appearance, or as directed by the District.
- 5.1.6. All vines planted on walls shall be trimmed and maintained 18” from the top of the wall. This distance may be modified at the discretion of the District.
- 5.1.7. Roses are to be maintained such that they present a neat appearance at all times and are not a public hazard. This includes but not limited to cutting dead roses from the rose bushes. All roses shall be pruned in January and deadheaded regularly in spring, summer and fall.
- 5.1.8. The Contractor shall not remove any roses from the District’s property without the District prior approval.
- 5.1.9. The Contractor shall not allow roses to grow into trees, shrubs or other undesirable places.

6. GROUND COVER

6.1. General

- 6.1.1. Trim ground cover plantings as required for general containment and to present a neat, clean appearance.
- 6.1.2. Weeds shall be controlled and not allowed to reach two inches (2”) in height. Remove weeds by chemical or mechanical means as approved by the District.
- 6.1.3. Keep ground cover trimmed back from all utility cabinets, irrigation controller units, valve boxes, quick couplers, or any other appurtenances or fixtures. Do not allow ground cover to grow up the trunks of trees, sidewalks, roadways, planters, into shrubs, on structures or walls unless directed by the landscape inspector. Keep trimmed back approximately 4 inches from structures, walls, etc. Coordinate trimming around base of shrubs/trees with District.
- 6.1.4. Bare soil areas shall be cultivated a minimum of once per month and/or mulched as directed by the landscape inspector (mulch will be supplied or paid for by the District).

6.1.5. The Contractor shall be responsible for hand watering at no additional cost any areas not provided with an automatic irrigation system. Contractor will also be required to hand water at no additional cost any landscape areas with a non-functioning irrigation system if it is the Contractor's responsibility to maintain that system.

6.1.6. The Contractor may be required to hose off plant material monthly in areas where a drip system is used.

7. FERTILIZATION

7.1. General: Contractor shall use only dry pelletized fertilizers and include all pre-emergent when needed, unless otherwise approved by the District. Applications shall be in accordance with the manufacturer's specifications.

7.2. Scheduling: The application of all fertilizers shall be recorded and specifically identified on the Contractor's Maintenance Schedule indicating the fertilizer used and frequency applied (i.e., turf, trees, roses, shrubs, ground cover, etc.).

7.3. Method of Application: When applying fertilizer granules, every precaution shall be taken to contain these materials in the planting areas. The Contractor will be responsible for removing all fertilizer stains from concrete caused by his application.

7.4. Timing of Application: When climatic factors cause problems with the general use of fertilizers, an adjustment of the fertilizing schedule may be necessary. After fertilizer application, watering schedule shall be monitored to eliminate runoff or leaching of fertilizer materials.

7.5. Soil Testing: Soil tests and plant analysis shall be obtained at the discretion of the District to determine the need for fertilizer or amendments, and shall be completed prior to application. Copies of all test reports shall be submitted for review by the District prior to application. The Contractor shall provide soil and foliar testing at no expense to the District. For the purposes of bidding, the Contractor should assume fifty (50) tests per year. The District shall determine all test locations.

8. PEST CONTROL OF PLANT MATERIAL

8.1. General:

8.1.1. Where applicable, Contractor shall practice Integrated Pest Management. This shall involve common-sense practices that use environmentally acceptable methods of pest control with the least possible hazard to the public, District property, and the environment. Practices shall combine the use of current information on pest life cycles, exclusion, natural enemies, and host resistance.

8.1.2. Contractor shall provide complete control of all plant pests and/or diseases.

8.1.3. The Contractor shall obtain all necessary licenses and permits to comply with District, County, State and Federal regulations or laws.

8.1.4. Contractor will assume responsibility and liability for the use of all chemical controls.

8.1.5. Pest and disease shall include, but shall not be limited to all insects, mites, other vertebrates, and invertebrates including pocket gophers and Squirrels, pathogens and nematodes.

8.1.6. All material use shall be in strict accordance and applied within the most current EPA regulations and the California Food and Agricultural Code.

8.2. Application of Pesticides

8.2.1. District shall be notified prior to the application of pesticides and other chemicals. Pesticide applications shall be recorded on the Maintenance Schedule and coordinated with the District. Material Use Reports for all pesticides shall be filed with the District no later than the 10th day of every month for the preceding month.

8.2.2. Pesticides shall be applied at times which limit the possibility of contamination from climatic or other factors. Early morning application shall be used when possible to avoid contamination from drift. Applicator shall monitor forecast weather conditions to avoid applications prior to inclement weather, to eliminate potential runoff in treated areas.

8.2.3. Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities of which the area is capable of absorbing without excessive runoff.

8.2.4. Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the State of California Food and Agricultural Code or EPA regulations.

8.2.5. Spray equipment shall be in good operating condition, quality, and design to efficiently apply materials to the target area. Spray drift from pesticide applications shall be minimized.

8.2.6. Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the District.

8.3. Certification of Materials:

8.3.1. All materials shall be transported to the site in original containers. Materials shall be subject to inspection by the District.

8.3.2. The State of California Agricultural Code requires that pesticides and/or chemicals may be used only after a written recommendation by a State of California Licensed Pest Control Advisor is obtained, with a copy forwarded to the District prior to chemical usage. These recommendations shall be updated on a yearly basis. A recommendation consists of all the information the applicator

- should know for accurate and safe usage. The recommendation must be time and site specific.
- 8.3.3. If a Restricted Use Pesticide is recommended, a use permit issued by the County of Riverside Agricultural Commissioner must be provided to the District.
- 8.3.4. All pesticides shall be applied only by an operator possessing a California state issued Qualified Applicator's License or a Qualified Applicator's Certificate.
- 8.3.5. THERE SHALL BE NO APPLICATION OF A PESTICIDE WITHOUT WRITTEN PERMISSION FROM THE DISTRICT.
- 8.3.6. All areas of the landscape shall be inspected for infestations of pests such as ants, insects, mites, snails, and sow bugs. Plants shall be observed closely for leaves that may be blotched, blighted, deformed, mildewed, rusted, scorched, discolored, defoliated, or wilted.
- 8.3.7. Contractor shall identify the cause of plant injury and consult a Pest Control Advisor before application of chemical treatments.
- 8.3.8. Cultural preventive methods shall begin before a pest is visible. At certain times of the year, and with certain environmental conditions, the presence of certain pests can be anticipated. New plant growth shall be monitored for the presence of aphids, leaf hoppers, scale, mealy bugs, and mites. A 10 power magnifying glass is helpful for identifying mites. Evidence of ant activity may be seen in soil, along walks, and trunks of shrubs and trees.
- 8.3.9. Adult beetles shall be controlled before they lay eggs on bark in the spring. Ongoing inspections are necessary to determine if there is a summer brood.
- 8.3.10. Snails shall be controlled before becoming epidemic. They can be anticipated as a menace from spring until the advent of high temperatures.
- 8.3.11. Contractor shall prevent the spread of disease by keeping all cutting edges sterile by dipping in an alcohol or bleach solution after each cut.
- 8.4. Weeds must be removed upon appearance. Selective post-emergent herbicides shall be used to kill weeds without permanent injury to other plants.
- 8.5. Broadleaf weeds in turf shall be removed selectively, without injury to the lawn grass other than slight, temporary discoloration.
- 8.6. Grass weeds in lawns shall be controlled with selective post-emergent herbicides.
- 8.7. Creeping grasses shall be kept out of shrubs and groundcovers.
- 8.8. Weeds not killed with herbicides shall be removed manually. Turf and other desirable plants killed by weeds, chemicals, etc., shall be replaced at the Contractor's expense. All replacements must be made within 7 calendar days after receiving notice from the District.

9. WEED CONTROL OF PAVED SURFACES AND EMPTY LOTS

- 9.1. Contractor shall be responsible for controlling weeds in the cracks and expansion joints of hardscape areas that are contiguous to contractor maintained District landscape areas. This includes, but is not limited to power washing, if needed to include but not limited to removing grease, oil, dirt etc., curb and gutter areas, asphalt, concrete walkways, sport courts, brick, trails, etc.
- 9.2. Landscape areas adjacent to empty lots shall have a contractor maintained 4' to 5' foot "buffer zone" separating the landscape from the weeds or vegetation on empty lots. Coordinate with the District.

10. DRAINAGE FACILITIES

- 10.1. The Contractor shall be responsible for the continual inspection and maintenance of all drains installed in the landscape areas. This includes V-ditches, surface drains, or any other drainage facilities that are contiguous to the landscape areas. Drains shall be checked and maintained free of obstruction and debris at all times to assure proper drainage. Remove any debris or vegetation that might accumulate, preventing the proper flow of water. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be reported to the District immediately.

11. GENERAL CLEAN UP

- 11.1. *At no time will the Contractor be allowed to blow grass clippings or any other landscape debris into public streets or gutters without being swept or vacuum cleaned.*
- 11.2. Contractor shall remove all debris resulting from their maintenance operations and dispose of it off-site at the time of occurrence. All grass clippings shall be picked up after each mowing or trimming operation. Use of mulching mowers must be approved by the District. If the use of mulching mowers is approved, all visible clippings must be removed in accordance with this specification.
- 11.3. All debris resulting from any of the Contractor's operations shall be removed and disposed of legally at the Contractor's expense. No debris will be allowed to remain at the end of the work day. (Failure to remove and dispose of debris shall result in a \$100.00 forfeiture from payment.) All debris must be separated into green waste, recyclables, and other waste to minimize contamination and be disposed of in the appropriate locations. (Failure to separate and dispose of debris appropriately shall result in a \$100.00 forfeiture from payment.)
- 11.4. All walkways and roadways will be kept clean/clear of debris and plant growth at all times. Care shall be taken not to create unnecessary hazards to foot or wheelchair traffic during maintenance operations.
- 11.5. All shrub areas not inter-planted with ground cover will be raked clean a minimum of once a week or as directed by the District.

11.6. If applicable, the Contractor will be allowed to dispose of debris from their maintenance operations at the District Yard only with prior approval by the District. All debris must be separated into green waste, recyclables, and other waste to prevent contamination of the waste disposal bins, and be disposed of in the appropriate locations. Failure to separate and dispose of debris appropriately shall result in a \$100.00 forfeiture from payment for each occurrence. Coordinate with the District.

11.7. All other debris resulting from any of the Contractor's operations shall be removed and disposed of legally at the Contractor's expense. No debris will be allowed to remain at the end of the work day. Failure to remove and dispose of debris properly shall result in a \$100.00 forfeiture from payment for each occurrence.

12. PLANT ADDITIONS AND/OR REPLACEMENTS

12.1. As part of this agreement, the Contractor may be requested to replace damaged or destroyed trees, turf, shrubs, vines, ground cover, or flowers. Contractor shall submit a timely proposal in writing for these improvements. Such work will be paid for as extra work by the District unless otherwise specified within these specifications. No work shall commence until the proposal has been signed as accepted by the District. Exceptions will be replacements due to Contractor's neglect. This will be determined by the District.

13. GUARANTEE AND/OR REPLACEMENT POLICY

13.1. All new plant material installations, irrigation installations and repairs done as part of this contract shall be guaranteed for a period of one calendar year with exceptions due to "Acts of God," i.e., damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence.

14. ASPHALT AREAS AND PATHWAYS

14.1. Special emphasis shall be placed on chemical edging along these areas to prevent damage to the asphalt by vegetation. All such damage shall be repaired at the Contractor's expense.

15. IRRIGATION SYSTEM INSPECTION

15.1. Contractor shall be responsible for all repairs, at the Contractor's expense, to repair the above-ground portion of the irrigation system from the point that irrigation in the event the CONTRACTOR causes the damage.

15.2. Irrigation inspection shall include inspections of the visible system including the, operation of the systems, and recommendations to the District for adjustments, repairs modifications, testing, analysis, and other work as needed.

15.3. Reporting:

15.3.1. All Irrigation systems shall be checked once per week, at a minimum, for proper operation. A record of this observation must be maintained and submitted to the District by the first working day of the following week. During extreme weather conditions more frequent observations and adjustments may be required.

15.3.2. Contractor shall submit an irrigation schedule, which lists watering days and times for stand-alone controllers.

15.3.3. Contractor shall create and maintain irrigation zone data sheets upon request of the District.

15.3.4. The initial programming of new controllers shall be performed by District personnel, with the contractor's assistance.

15.4. Performance on Schedule:

15.4.1. The Contractor will be provided the latitude to establish work schedules that correspond to its manpower and equipment resources. The Contractor will also be provided the opportunity and procedures for adjusting those schedules to meet special circumstances. The District must approve all schedules and changes and such approved schedules shall consider the needs of the various customers and organizations that use the facilities. Therefore, all work shall be completed on the day scheduled (as shown on the schedule).

15.5. Deficient Performance:

15.5.1. The contractor shall be notified both verbally and in writing each time performance is considered to be non-satisfactory and corrective action is necessary. The contractor shall complete corrective action within one (1) hour of notification. Failure to completely clean up a site according to the schedule and these specifications will constitute deficient performance.

16. EXTRA WORK

16.1. In the event the Contractor is required by the District and agrees to perform extra work, the following procedure shall govern such work:

16.1.1. Work will be executed under the direction of the District on a time and materials basis or an agreed lump sum price depending on the nature of the work and in accordance with the fees as described in the Cost Summary; Extra Work.

16.2. A written estimate of cost will be required for approval by the District for approval prior to the work being done. The Contractor shall maintain records sufficient to distinguish the direct cost of other operations. Contractor shall furnish reports of extra work on forms furnished by the contractor, itemizing all costs for labor, materials, and equipment. The report shall include hours worked. Invoices for extra work shall be submitted no later than sixty (60) days after the District's acceptance of the proposal for work. Any invoices submitted later than sixty (60) days may be rejected by the District. The following procedure will govern such extra work:

16.2.1. District will issue work request for such extra work to be performed.

16.2.2. Material cost shall be actual cost not to exceed 15% for the handling of materials purchased by the Contractor and used for the extra work.

16.2.3. Extra work must be approved by the District in writing.

EXHIBIT B – PAYMENT PROVISIONS

Pricing shall be all inclusive and shall include at minimum, milage, taxes, equipment, maintenance, labor at Prevailing Wage rates, incidentals, overhead, etc...

CONTRACTOR shall adhere to the following schedule, unless the DISTRICT requests in writing one (1) day in advance:

#	Site	Month	Frequency	Cost Per Month
1	Mayflower Park	April	1 time every 2 weeks (2x per month)	\$8,089.60
2	Mayflower Park	May	1 time every 2 weeks (2x per month)	\$8,089.60
3	Mayflower Park	June	1x week	\$10,112.00
4	Mayflower Park	July	1x week	\$10,112.00
5	Mayflower Park	August	1x week	\$10,112.00
6	Mayflower Park	September	1 time every 2 weeks (2x per month)	\$8,089.60

Additional services may be requested by the DISTRICT at the rates listed below:

#	Site	Frequency	Cost Per Month
1	Mayflower Park	1 time every 2 weeks (2x per month)	\$8,089.60
2	Mayflower Park	1x week	\$10,112.00
3	Mayflower Park	2 times a week	\$17,696.00