

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



**ITEM: 3.36  
(ID # 27479)**

**MEETING DATE:**  
Tuesday, April 15, 2025

**FROM :** TLMA-TRANSPORTATION

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval of the Professional Service Agreement for Landscape Maintenance Services in the South County/French Valley area including unincorporated areas of Murrieta and Temecula between the County of Riverside and Softscapes Corporation for FY 24/25 through FY 29/30 (December 31, 2029), District 3. [\$181,332 Annual cost, \$906,660 Total Cost - L&LMD 89-1-C 52%, OED Maintenance only CFDs 48%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Professional Service Agreement for Landscape Maintenance Services in the South County/French Valley area including unincorporated areas of Murrieta and Temecula between the County of Riverside and Softscapes Corporation for FY 24/25 through FY 29/30 and authorize the Chairman of the Board to execute the same on behalf of the County of Riverside; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to sign amendments that make modifications to the scope of services that stay within the intent of the agreement.

**ACTION:Policy**


  
Dennis Acuna, Director of Transportation 3/27/2025

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**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: Medina, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: April 15, 2025  
xc: Transp., Recorder, State Clearinghouse

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$60,444	\$181,332	\$906,660	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> L&LMD No. 89-1-C – 52%, OED Maintenance Only CFDs 48%. There are no General Funds used in this project.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 24/25 – 29/30	

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

**BACKGROUND:**

**Summary**

Purchasing and Fleet Services with input from Transportation Department Staff issued a formal Request for Quote (RFQ) TLARC–RFQ-762 on October 2, 2024 through publicpurchase.com and the County Purchasing Website for landscape maintenance services. The RFQ was reviewed and/or downloaded by no less than 32 potential vendors through 60 unique notifications on the public purchase.com website. Five (5) vendors met with County of Riverside Transportation Department Staff onsite for a mandatory pre-bid meeting at a location adjacent to the projects open for bid. The RFQ closed on October 28, 2024 and Four (4) responses were received with a cost range of \$10,074 to \$27,302 monthly (\$120,888 to \$327,624 annually).

Softscapes Corporation (Contractor) was selected to provide landscape maintenance services, estimated at a not to exceed amount of \$181,332 annually, including all expenses and contingencies. The agreement is inclusive of a 50% contractual contingency amount for costs outside the scope of regular landscape maintenance services, including but not limited to irrigation improvements to decrease water waste and increase irrigation efficiency, minimizing irrigation runoff, broken sprinklers, plant replacement, and damage due to vandalism and auto accidents. The Contractor shall submit a written request to the County for any costs outside regular maintenance described in Exhibit A and B of the Professional Services Agreement (PSA). The Contractor understands and agrees that costs shall not be incurred against the contingency without prior written authorization from the County.

The period of performance shall be for five (5) years with a final completion date of December 31, 2029. The County may, upon five (5) days written notice to the Contractor, terminate the agreement due to default (with cause). The County is not obligated to purchase any specified amount of services and has the option to terminate this agreement without cause upon thirty (30) days written notice to the Contractor.

**Impact on Residents and Businesses**

This agreement allows for the continuation of parkway and streetscape landscape maintenance services that help maintain and improve the appearance and aesthetics of the community. The costs associated with this service come from property tax assessments through the Transportation Department’s Landscaping and Lighting Maintenance District (L&LMD) 89- 1-C, zone specific or Community Facilities District (CFD) Mello-Roos special taxes administered by the Office of Economic Development (OED), tract and CFD specific. The Transportation

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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Department has an agreement with the Office of Economic Development (OED) to perform landscape functions on behalf of OED where they are adjacent and in close proximity to existing Transportation Department L&LMD's for economies of scale to both funding mechanisms.

**Additional Fiscal Information**

Each L&LMD Zone or OED CFD project is coded by separately to track costs associated with each independent project. Extra costs are summarized on invoices to document repairs or replacement as needed and approved by L&LMD Administrator.

**Contract History and Price Reasonableness**

Active L&LMD landscape zones countywide are bid within groups based on geographical location to increase economies of scale and overall efficiency. By combining these L&LMD zones under a single contract, County resources are saved by reducing the number of contracts overall. Having a single landscape contractor in the area will reduce response time to landscape maintenance concerns, irrigation/water issues, and allow additional work on the sites as needed. The current prices are reasonable and within budget.

**ATTACHMENTS:**

Softscapes South County/French Valley PSA

  
\_\_\_\_\_  
Jason Farin, Principal Policy Analyst 4/10/2025

  
\_\_\_\_\_  
Aaron Gettis, Chief of Deputy County Counsel 4/7/2025

**PROFESSIONAL SERVICE AGREEMENT**

**for**

**LANDSCAPE MAINTENANCE SERVICES  
FOR THE TRANSPORTATION DEPARTMENT**

**L&LMD 89-1-C Zones 19, 24, 53, 57, 100, 154, 164, and 171**

**COUNTY MAINTENANCE CFDS: 2017-3M TR36536, 2017-4M TR36546, 2017-5M TR30837,  
2019-3M TR36687 AND OTHER FUTURE SITES AS NOTED**

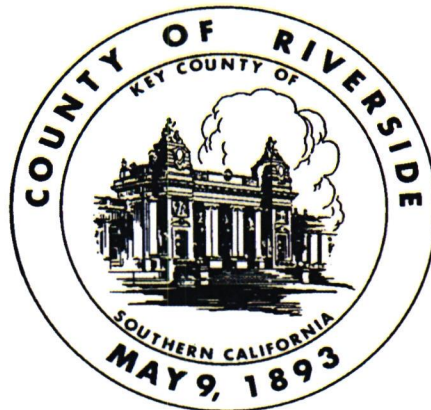
**LOCATION: SOUTH COUNTY/FRENCH VALLEY  
UNINCORPORATED AREAS OF MURRIETA AND TEMECULA**

**between**

**COUNTY OF RIVERSIDE**

**and**

**SOFTSCAPES CORPORATION**



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This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between SOFTSCAPES CORPORATION, a California corporation, (herein referred to as "CONTRACTOR") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

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

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

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

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties (herein referred to as "Effective Date") and continues in effect through December 31, 2029, unless terminated earlier. CONTRACTOR shall commence performance upon the Effective Date 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 one hundred eighty-one thousand three hundred thirty-two dollars (\$181,332) annually, 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:

TRANSPORTATION AND LAND MANAGEMENT AGENCY-TRANSPORTATION DEPARTMENT  
ATTN: MARK HUGHES  
4080 LEMON STREET, 8TH FLOOR  
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 (TLARC-98836-00266-12/29); 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. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, 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 thirty (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.

CONTRACTOR is required to maintain a current valid DIR registration status throughout the period of performance of this Agreement. It is the CONTRACTOR's responsibility to provide proof of DIR registration to COUNTY each fiscal year within ten (10) days of renewal.

a) **SOFTSCAPES CORPORATION – DIR # 1000414644**

**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 entity. 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 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. §12101 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 (5) 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 (2) days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**  
TLMA-Transportation  
4080 Lemon Street, 8<sup>th</sup> Floor  
Riverside, CA 92501

**CONTRACTOR**  
Softscapes Corporation  
2157 N. Batavia St.  
Orange, CA 92865

Attn: Mark P. Hughes

Attn: Edwin Chanocua Ortiz

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

**21. Hold Harmless/Indemnification**

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

attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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

**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 \$2,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**B. Commercial General Liability:**

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

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

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. General Insurance Provisions - All lines:**

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

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. 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.

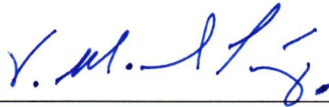
**23.13** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California 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.

[Signature Page Follows]

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

**SOFTSCAPES CORPORATION**, a California corporation

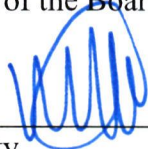
By:   
V. Manuel Perez  
Chair, Board of Supervisors

By: Humberto Chanocua  
Humberto Chanocua (Apr 4, 2025 13:39 PDT)  
Humberto Chanocua Jr  
Secretary

Dated: APR 15 2025

Dated: 04/04/25

ATTEST:  
Kimberly Rector  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

By:   
Danielle Maland  
Deputy County Counsel

**EXHIBIT A**  
**SCOPE OF SERVICES**

**1. Scope of Services**

CONTRACTOR shall provide a high level of maintenance for L&LMD 89-1-C Zones 19, 24, 53, 57, 100, 154,164, and 171 and County Maintenance CFD locations 2017-3M TR36536, 2017-4M TR36546, 2017-5M TR30837, and 2019-3M TR36687, and other future locations/sites added hereto via an amendment signed by the authorized representatives of both parties.

The maintenance for this project is funded by a special assessment to the property owners within the Landscaping and Lighting Maintenance District No. 89-1-Consolidated (L&LMD 89-1-C). The "Mello-Roos Community Facilities District Act of 1982" authorized local governments and developers to create Community Facilities Districts (CFDs) for the collection of revenue to fund services and maintenance. Therefore, it is imperative that CONTRACTOR give special attention to the maintenance of this project and the plant material remains thriving and in excellent condition. For clarification, Landscaping and Lighting Maintenance District No. 89-1-Consolidated (L&LMD 89-1-C) standards apply to this project.

Elements to be maintained include:

- Parkway and Slope Landscape Maintenance (except CFD 2017-4M)
- Median Landscape Maintenance (Zone 19 only)
- Turf Landscape Maintenance (CFD 2017-3M only)
- Multi-Purpose Trail Maintenance and Fence Maintenance (CFD 2017-3M only as needed/requested by the COUNTY)
- Irrigation Maintenance/ Water Management (all projects)

CONTRACTOR is expected to meet and exceed the Scope of Services in its entirety. Scope of Services includes the terms of this Agreement. This Agreement will be referenced within the TLMA Purchase Order (PO). Please familiarize yourself with it.

**2. Prevailing Wage**

All or a portion of the services in this Agreement is considered a public works project according to California Labor Code section 1771 and subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). Prevailing wage and registration requirements remain in effect throughout the period of performance of this Agreement. CONTRACTOR will provide its DIR registration each fiscal year to COUNTY within ten (10) business days of renewal. COUNTY will register this Agreement annually and provide CONTRACTOR with the applicable DIR project identification number in which to reference when uploading electronic certified payroll records (eCPR) to [www.dir.ca.gov](http://www.dir.ca.gov) as required. CONTRACTOR must also provide a copy of its certified payroll records to COUNTY at the same time those records are provided to the DIR. CONTRACTOR shall pay its employees the general prevailing rate of pay for each craft or type of workman or mechanic needed to perform under this Agreement in compliance with applicable DIR requirements. CONTRACTOR shall comply with the requirements set forth in Exhibit C, Prevailing Wage Requirements, attached hereto and incorporated herein by this reference.

Pursuant to the labor code, the COUNTY has obtained from the Director of the Department of Industrial Relations, State of California, his/her determination of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, as set forth on the schedule which is on file at the principal office of the COUNTY, and which will be made available to any interested person upon request.

CRAFT: Landscape Maintenance.

### 3. General Requirements

- A. CONTRACTOR shall furnish all necessary legal transportation, permits, insurance and taxes, in their performance of the scope of services.
- B. CONTRACTOR shall provide all labor, materials, tools, equipment, traffic control, fuel, and supervision necessary to maintain the landscaping and irrigation systems as required.
- C. CONTRACTOR shall schedule work during normal working hours, Monday thru Friday, 7:00 A.M. to 5:00 P.M. Prior approval by the appropriate Transportation Department staff is required for any and all work outside normal working hours, with the exception of emergency situations. CONTRACTOR shall not schedule or plan on performing landscape or irrigation maintenance on Saturdays or Sundays.
- D. DRESS CODE AND APPEARANCE – The CONTRACTOR shall be required to provide uniforms, with the CONTRACTOR’s name imprinted on them, for the contracted personnel. Contracted personnel shall wear uniforms, at all times, when on Landscaping and Lighting Maintenance District 89-1-C (L&LMD 89-1-C) projects.
- E. TRAFFIC CONTROL - Traffic Control is the sole responsibility of the CONTRACTOR. Additional traffic control may be required if existing traffic control is deemed insufficient.
- F. VEHICLE LABELING – The CONTRACTOR shall provide CONTRACTOR’s name, telephone number, and CONTRACTOR’s license number on all vehicles working on L&LMD 89-1-C projects. Labeling maybe permanent or temporary.
- G. VEHICLE SAFETY – The CONTRACTOR shall provide on their onsite vehicles a ‘backup warning device’ that operates automatically while the vehicle is backing, such as a buzzard, bell, horn, etc. Vehicles should be parked in such a manner as not to create confusion, a hazard, or block signage. The CONTRACTOR shall provide on all of their vehicles a high intensity rotating, flashing, oscillating or strobe light on their vehicles. Vehicle hazard warning signals may be used to supplement the above required lighting, but not as a replacement. Vehicles shall be in good working order, safe, legally registered to the CONTRACTOR, well maintained, and good in appearance.
- H. VEHICLE OCCUPANCY – CONTRACTOR shall not exceed passenger vehicle occupancy safety ratings.
- I. LICENSING – CONTRACTOR SHALL MAINTAIN AND SHALL PROVIDE A COPY OF EACH OF THE FOLLOWING LICENSES TO COUNTY:
  - a. The CONTRACTOR shall have a current and valid California Landscape (C-27) Contractors License;
  - b. CONTRACTOR shall have current and valid CONTRACTOR’S Qualified Applicator License (QAL) including “B” & “C” Categories from a full-time permanent employee on staff;

- c. CONTRACTOR shall have a current and valid Pest Control Business License issued to the CONTRACTOR and must have the Pest Control Business License registered with the Riverside County Agriculture Commissioner. A Pest Control Business License is required due to the right-of-way conditions and common public areas. More information is available at: <http://www.cdpr.ca.gov/docs/license/lictypes.htm>
- d. CONTRACTOR shall provide the COUNTY with copies of all chemical/pesticide/herbicide monthly reports (pest control records and/or pesticide use reports) upon request at any time for any reason. CONTRACTOR shall maintain to date, daily reports as required by the State and/or COUNTY requirements.
- J. STANDARDS – CONTRACTOR shall comply with Approved American National Standard (ANSI) A300 Standards (all pertinent parts/sections) when working and completing work on all tree, shrub, and other woody plant work.
- K. DETAILS – CONTRACTOR’s work, including Maintenance (M-Series), Planting (P-Series), Irrigation (G, I, R-Series), and Electrical (E-Series) shall follow current L&LMD Standard details located here: <http://rctlma.org/trans/Land-Development/Special-Assessment-Districts/Landscape-Guidelines-and-Standards>.
- L. EMERGENCY SERVICES – The CONTRACTOR shall make available emergency service on a 24 hour a day, seven day per week basis.

#### 4. **Quality Assurance/Inspection**

- A. CONTRACTOR’s performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Scope of Service) 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 Scope of Service. If any services performed or products provided by the CONTRACTOR are not in conformance with this Scope of Service, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of this Scope of Service 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 to immediately take all necessary steps to ensure future performance in conformity with the terms of this Scope of Service; and/or (2) reduce the price (including monthly maintenance cost) to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate the Agreement as a result of default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR’S failure to perform.
- B. CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Scope of Service; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR’S performance under this Scope of Service at any time with/without reasonable notice to CONTRACTOR.
- C. The CONTRACTOR shall use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of all work contained in these specifications. COUNTY may request CONTRACTOR’S personnel be removed

from the site without explanation or reason. Such personnel shall be allowed to work the rest of the day, but must be replaced by the next day or next service day, whichever is sooner.

- D. The CONTRACTOR shall acknowledge a "Landscape Site Report" (Report) and the comments noted on Report. CONTRACTOR shall work diligently to perform/repair/replace items noted on Report. CONTRACTOR or CONTRACTOR'S representative shall sign the Report as acknowledged and with a completion date to address all issues on Report. Items noted on the Report that CONTRACTOR deems as extras shall be addressed through LMD Administration prior to completing noted item. Report shall be considered correspondence between the COUNTY and CONTRACTOR. Report shall also be a Landscape Maintenance Evaluation Checklist as needed.

## 5. Safety

- A. CONTRACTOR shall be solely responsible for the condition of the premises on which the work is performed and for safety of the premises on which the work is performed. This requirement shall not be limited to normal working hours, but shall apply continuously.
- B. CONTRACTOR shall conform to all governing safety regulations.
- C. CONTRACTOR is not authorized to block a traffic lane unless all legal traffic control measures are in place, and the COUNTY has been notified of the intended closure 72 hours in advance.
- D. CONTRACTOR shall not trespass, perform illegal activities, or walk on top of walls.
- E. CONTRACTOR shall be in compliance with Approved American National Standard (ANSI) Z133.1-2006 Standards while working/participating in horticulture work.
- F. CONTRACTOR shall use ladders in a safe and responsible manner.
- G. CONTRACTOR shall be responsible for the proper education of their employees on all equipment used by the employees. CONTRACTOR shall perform annual safety instruction.
- H. Whenever herbicides are used, CONTRACTOR shall apply when air currents are still to prevent herbicide drift onto adjacent property, and to prevent any toxic exposure to persons whether or not they are in or on the grounds. Damage to adjacent formal plant material deemed to be damaged by herbicide use will be replaced by the CONTRACTOR, at the CONTRACTOR'S expense.
- I. COUNTY (LMD/Transportation) Staff reserves the right to enforce proper chemical applications in the use of pesticides, herbicides, pre- and post-emergent. Procedures known to be in violation will be reported and chemical application will be suspended or terminated. Activity determined to be detrimental may be reported to the COUNTY Agricultural Commissioner for investigation.
- J. CONTRACTOR shall focus on spill prevention, spill control, and spill cleanup at all times while on L&LMD maintenance activities. CONTRACTOR shall practice safe storage practices of all chemicals and landscape products at all times while on L&LMD maintenance activities. CONTRACTOR shall readily cleanup any spills associated with their maintenance activities including: blowing excess fertilizer into a landscaped area only; preventing fuel spillage during refueling activities; seal leaking containers (glue & primer), etc.
- K. Pursuant to certification standards established by the Division of Apprenticeship Standards and the California Code of Regulations, Title 8, Section 290 through 296.4 state individuals working on electrical devices greater than 100 volts must have a State of California Electrical Certification. CONTRACTOR shall contact COUNTY to address Electrical issues greater than 100 volts.

**6. Parkway and Slope Maintenance**

- A. The CONTRACTOR shall maintain all parkways in a weed-free condition. **CONTRACTOR shall check all areas on a bi-weekly basis and any visible weeds shall be removed and / or sprayed with herbicide. ADJACENT plant material shall not be harmed with herbicides.**
- B. The CONTRACTOR shall maintain all parkways in a trash-free condition. **CONTRACTOR, on a bi-weekly basis, shall check for any visible trash and shall remove and dispose of it properly.**
- C. The CONTRACTOR shall control all pests and diseases, including rodents and snails at no additional cost to the COUNTY. Time and materials shall be all-inclusive in the monthly cost. This includes any existing pests and diseases. Bee hives may be removed at an additional expense.
- D. The CONTRACTOR shall trim any dead material from all shrubs, bushes, and groundcover to maintain a pleasing appearance at all times.
- E. The CONTRACTOR shall trim and edge all groundcover adjacent to all hardscape and around all trees (minimum 12” radius) and shrub trunks to maintain a pleasing appearance at all times. The CONTRACTOR shall trim plant groundcover materials at a minimum of 12” (1 foot) and at a 45-degree angle from all hardscape edges for ease in maintenance and optimum irrigation efficiency (drip distance may vary, and may not require 45-degree cut). This shall be completed by the first day of the second month of maintenance once the Agreement is established and continue throughout the Agreement.
- F. The CONTRACTOR shall trim and edge around all fixed objects including fire hydrants, telephone poles, irrigation boxes, utilities fixtures, and other noticeable items. The CONTRACTOR shall trim plant material back a minimum of 12” (1 foot) from all utilities and utility boxes in all planted areas and also at a 45-degree angle where groundcover is established. Any fines imposed from utility providers as a result of shrub or plant material overgrowth will be passed on to the CONTRACTOR.
- G. The CONTRACTOR shall trim and keep all shrubs and bushes at reasonable height, species specific. Bushes and shrubs shall be maintained to prevent any line-of-sight conditions. Bushes and shrubs shall be maintained at least two blocks below the top of a block wall. Extreme pruning is not permitted. Natural appearance is preferred, avoid “balling” shrubs or unnecessarily “squaring off” plant material.
- H. CONTRACTOR shall comply with Approved American National Standard (ANSI) A300 Standards (all pertinent parts/sections) when completing work on all tree, shrub, and other woody plant work.
- I. CONTRACTOR, bi-weekly, shall clean out gutters, curbs, and sidewalks and any debris and shall remove it from site. CONTRACTOR shall maintain gutters, curbs, and sidewalks free of leaves, dirt, trash, and other non-beneficial items. Weeds between the pavement and gutter, gutter and sidewalk, and between sidewalk sections shall also be removed bi-weekly.
- J. Drainage facilities integrated within the landscaped area shall be kept clear and all trash and debris shall be removed bi-weekly by the CONTRACTOR.
- K. CONTRACTOR, bi-weekly, shall remove illegal signs (such as for sale signs, for rent signs, yard sale signs, or advertisements) and dispose of them in the trash.

**7. Median Maintenance**

- A. The CONTRACTOR shall maintain all medians in a weed-free condition. **All areas shall be checked on a bi-weekly basis and any visible weeds shall be removed and / or sprayed with herbicide. ADJACENT plant material shall not be harmed with herbicides.**
- B. The CONTRACTOR shall maintain all medians in a trash-free condition. **All areas shall be checked on a bi-weekly basis and any visible trash shall be removed.**
- C. The CONTRACTOR shall control all pests and diseases, including rodents and snails at no additional cost to the COUNTY. Time and materials shall be all-inclusive in the monthly cost. This includes any existing pests and diseases. Bee hives may be removed at an additional expense.
- D. The CONTRACTOR shall trim any dead material from all shrubs, bushes, and groundcover to maintain a pleasing appearance at all times.
- E. The CONTRACTOR shall trim and edge all groundcover adjacent to all hardscape and around all trees (minimum 12” radius) and shrub trunks to maintain a pleasing appearance at all times. The CONTRACTOR shall trim plant groundcover materials at a minimum of 12” (1 foot) and at a 45-degree angle from all hardscape edges for ease in maintenance and optimum irrigation efficiency (drip distance may vary, and may not require 45 degree cut). This shall be completed by the first day of the second month of the following year the Agreement is established (i.e. February 1, 2026) and continue throughout the Agreement.
- F. The CONTRACTOR shall trim and edge around all fixed objects including hydrants, telephone poles, irrigation boxes, utilities fixtures, and other noticeable items. The CONTRACTOR shall trim plant material back a minimum of 12” (1 foot) from all utilities and utility boxes in all planted areas and also at a 45-degree angle where groundcover is established. The CONTRACTOR shall trim plant material back a minimum of 36” (3 feet) from all fire hydrants. Any fines imposed from utility providers as a result of shrub or plant material overgrowth will be passed on to the CONTRACTOR.
- G. The CONTRACTOR shall trim and keep all shrubs and bushes at reasonable height, species specific. Bushes and shrubs shall be maintained to prevent any line-of-sight conditions. Bushes and shrubs shall be maintained at least two blocks below the top of a block wall. Extreme pruning is not permitted. Natural appearance is preferred, avoid “balling” shrubs or unnecessarily “squaring off” plant material.
- H. All tree, shrub, and other woody plant work shall be completed in compliance with Approved American National Standard (ANSI) A300 Standards (all pertinent parts/sections).
- I. Gutters, curbs, and sidewalks shall be cleaned off bi-weekly and debris removed from the site. Gutters, curbs, and sidewalks shall be free of leaves, dirt, trash, and other non-beneficial items. Weeds between the pavement and gutter, gutter and sidewalk, and between sidewalk sections shall be removed bi-weekly.
- J. Drainage facilities integrated within the landscaped area shall be kept clear and all trash and debris shall be removed bi-weekly.
- K. Illegal signs (such as for sale signs, for rent signs, yard sale signs, or advertisements) shall be removed bi-weekly and disposed of in the trash.

**8. Turf Maintenance**

- A. CONTRACTOR shall mow and edge all turf areas weekly (March-October), bi-weekly (November 1 through February 28/29) paying particular attention to adjacent hardscape, utility devices, trees and shrubs to achieve an overall even appearance.
- B. The CONTRACTOR shall over-seed any dead or bare areas to promote an overall pleasant appearance.
- C. The CONTRACTOR shall adjust the irrigation for the Turf areas to maintain health, appearance, public safety, and reducing vandalism.

**9. Multi-Purpose Trail Maintenance**

- A. The CONTRACTOR shall maintain all multi-purpose trails in a weed free condition bi-weekly.
- B. The CONTRACTOR shall maintain a safe and level grade on all trails. Trails shall be raked / fine graded a minimum of 3 times per year.
- C. The CONTRACTOR shall apply pre-emergent and/or post-emergent herbicide on the trail to prevent and/or remove weeds. Mechanical response may be required if weeds are deemed “out of control”, at no additional cost to the COUNTY.
- D. CONTRACTOR shall patch or replace any decomposed granite of like kind to existing. An approved stabilizer product shall be used in order to maintain a compact and uniform surface.

**10. Fencing**

- A. CONTRACTOR shall replace rails, caps with screws and posts with like white vinyl fencing/wood fencing/concrete fencing components on an as needed basis, at an additional cost.
- B. CONTRACTOR shall place all new posts in the same locations as the ones removed and back-filled with ready-mix concrete approximately 18 inches below grade level with clean soil placed on top, level with the ground/ mounded or formed at the top of concrete to disperse water and to prevent excessive water saturation.
- C. CONTRACTOR shall promptly clean-up any debris resulting from the fence repair/replacement operation. All debris from the fence repair/replacement operation shall be cleaned up each day before the work crew leaves the site.
- D. CONTRACTOR shall keep the work area safe at all times until all operations are completed. Under no circumstances shall the accumulation of debris be allowed in a way that results in a hazard to the public.
- E. CONTRACTOR shall remove damages fencing ASAP and properly disposed of at no additional cost to the COUNTY.

**11. Tree Care**

- A. CONTRACTOR shall control all pests and diseases, including rodents and snails at no additional cost to the COUNTY. Time and materials shall be all-inclusive in the monthly cost. This includes existing pests and diseases. Bee hives may be removed at an additional expense.
- B. CONTRACTOR shall remove damaged branches in compliance with Approved American National Standard (ANSI) A300 Standards (all pertinent parts/sections), at no additional cost to the COUNTY.

- C. CONTRACTOR shall re-stake and support trees when necessary, stake and ties to be placed so no chafing of bark occurs. All work shall be in compliance with Approved American National Standard (ANSI) A300 Standards (all pertinent parts/sections), at an additional cost to the COUNTY.
- D. CONTRACTOR shall check all guys and ties frequently to prevent girding.
- E. CONTRACTOR shall irrigate as required to maintain adequate growth rate and appearance.
- F. CONTRACTOR shall remove branches blocking street signs as needed. CONTRACTOR shall notify LMD staff if a tree is causing a known line of sight issue or blocking sign.
- G. CONTRACTOR shall not be responsible for tree trimming above 12 feet. Tree trimming shall be restricted to line of sight, low hanging branches, or other necessity (crown cleaning, thinning, raising). Any tree trimming shall be in compliance with Approved American National Standard (ANSI) A300 Standards (all pertinent parts/sections).
- H. Tree Stake Removal: It shall be the responsibility of the CONTRACTOR to remove all tree stakes under direction of the landscape inspector. The CONTRACTOR may also remove tree stakes if it noticed that they are no longer serving their purpose as support to the tree, or if it is noticed that the tree stakes are impeding the growth or health of the tree.
- I. This section is not intended to conflict with the craft of Tree Maintenance Laborer, and this work is subject to limited tree trimming only.

## 12. Fertilization, Post-Emergent, and Pre-Emergent

- A. The cost for chemicals and their application shall be considered extra work and approved by COUNTY prior to the application of any chemicals.
- B. If approved, CONTRACTOR shall fertilize plant material according to their individual needs to maintain good health, vigor and color throughout the year.
- C. Fertilizers shall be approved and applied a **maximum** four (4) times a year.
- D. If approved, CONTRACTOR shall use a slow release fertilizer.
- E. Fertilizers shall have a ratio of 3:1:1 or 3:1:2 and shall have a salt index level less than 50.
- F. Fertilization of plant material shall be in compliance with Approved American National Standard (ANSI) A300 Standards (all pertinent parts/sections).
- G. Manufacturer, type, amount and date of application shall appear on the invoice for the period at which the work was approved, and when it was applied.
- H. CONTRACTOR shall supply soils report(s) at the COUNTY's request, at an additional cost to the COUNTY.
- I. CONTRACTOR shall apply a pre-emergent systemic herbicide throughout the project at the request of the COUNTY, at an additional cost to the COUNTY.
- J. CONTRACTOR shall apply a post-emergent systemic herbicide throughout the project at the request of the COUNTY, at an additional cost to the COUNTY.
- K. Whenever herbicides are used, CONTRACTOR shall apply when air currents are still to prevent herbicide drift onto adjacent property, and to prevent any toxic exposure to persons whether or not they are in or on the grounds.
- L. CONTRACTOR shall be responsible for any legal issues arising from the use of chemicals and their application. CONTRACTOR shall report any chemical based violations to the COUNTY and/or the Transportation Department.
- M. CONTRACTOR shall water in chemicals as needed. Drip applications may need to be watered in with a hose to clean off foliage and water in fertilizer. Chemical and fertilizer

applications should try to coincide with rain events. CONTRACTOR shall also apply chemicals at the correct time of the year to minimize any turf/plant damage.

### 13. Irrigation

- A. CONTRACTOR shall maintain the complete irrigation system in an operable condition.
- B. CONTRACTOR shall adjust water application to compensate for changes in weather.  
**Irrigation systems shall be shut off when rain occurs**, unless an automatic rain sensing device is installed on the system. If the controller is to be shut down, it is suggested that a “shut down window” (i.e. two days, three days, etc.) be programmed into the controller, opposed to a complete shutdown. Valves shall be exercised at least once a month for a minimum of 3 minutes to maintain valve diagram health.
- C. CONTRACTOR shall set run times for the irrigation system for the promotion of good health, vigor, and color throughout the year. Plant stress/decline presumed to be from lack of irrigation will be grounds for immediate termination of the contract. Existing controllers set up on ET based irrigation scheduling shall remain ET based (adjustable, weather based). Existing controllers ET based controllers not set up on ET shall be within six (6) months of the site being turned over to CONTRACTOR. Irrigation Technicians shall be familiar with Evapotranspiration Rate (ET), Precipitation rates (PR), Distribution uniformity (DU), flow rates, and other major irrigation terms and procedures.
- D. The CONTRACTOR shall make a dedicated effort not to overwater plant material and cause plant decline. The CONTRACTOR shall make a dedicated effort to abide by Riv. Co. Ord. 859.2.
- E. Irrigation efficiency shall not be decreased by any means. “VAN” type nozzles are not a substitution for “MPR” nozzles. Repair items shall be equal or of greater quality than original (including SAM, PRS, SAM-PRS heads).
- F. No repairs over \$150.00 shall be performed without written prior approval from L&LMD administration. Unapproved repairs will be the responsibility of the CONTRACTOR. CONTRACTOR shall charge a reasonable wholesale price, and include tax within the item cost. CONTRACTOR shall use maps provided by the L&LMD to document locations of said repairs.
- G. Irrigation labor shall be restricted to work done on the premises only. Providing parts and delivery are the responsibility of the CONTRACTOR.
- H. Repair or replacement of equipment damaged as a result of the CONTRACTOR’S negligence shall be repaired/replaced at the CONTRACTOR’S expense. All repairs shall be made within one watering period.
- I. CONTRACTOR on a monthly basis shall verify, inspect, clean and repair, as required, all irrigation heads for full coverage and efficiency adjustments. Inspections and repairs shall be made by an irrigation professional well versed with basic and advanced irrigation principles. Irrigation truck shall be equipped with irrigation tools and supplies to fix the most common sprinklers, valves, and other irrigation components with a standalone truck. It is not advised to have the maintenance crew perform advanced repairs and/or replacement.
- J. Calsense controllers equipped with an RRe controller option shall only use an RRe remote to perform irrigation testing. This requirement establishes the water use into the correct water report.

**14. General**

- A. Leaves, paper, weeds, clippings and other debris shall be removed from landscaped areas and disposed of legally offsite by the CONTRACTOR. CONTRACTOR is not permitted to leave any clippings, trimmings, bags, or associated piles overnight.
- B. CONTRACTOR shall clean roadways and other areas dirtied by his maintenance operations. CONTRACTOR shall not blow any major or minor materials into the roadways at any time.
- C. CONTRACTOR shall clean sidewalks, curbs, and gutters bi-weekly of debris and weeds.
- D. CONTRACTOR shall submit and maintain a current maintenance schedule for this and all L&LMD projects, to be updated as needed to maintain an accurate schedule.
- E. CONTRACTOR shall not wash down hardscape, sidewalks, curbs, and gutters with water in any instance the runoff would enter a storm drain or any other waterway. CONTRACTOR shall not wash down any equipment with water on any project where runoff would enter a storm drain or any other waterway. Proper cleaning of sidewalks, curbs, gutters, streets, and hardscape include raking, blowing, sweeping, and vacuuming. Remember - "ONLY RAIN IN THE STORM DRAIN".
- F. CONTRACTOR shall furnish all labor and materials necessary to accomplish maintenance in accordance with foregoing specifications.

**15. Extra Work and Warranty Period**

- A. All extra work must have written approval prior to the work being performed.
- B. Any products or services not otherwise specified in this specification shall be negotiated between the CONTRACTOR and the COUNTY at a price agreed upon by both parties.
- C. A one-year unconditional warranty shall be in effect for any extra work completed by the CONTRACTOR. The warranty shall cover all materials and workmanship.

**16. End of Contract - Plant Replacement/Water Costs**

- A. Thirty (30) days prior to the termination of the Agreement, an inspection of any foliage will be conducted by the CONTRACTOR and the COUNTY. Any foliage deemed by the COUNTY to be in poor condition will be replaced at the CONTRACTOR's expense.
- B. CONTRACTOR shall be responsible for water costs up to and including the last day of the Agreement. CONTRACTOR will wait for final water bills prior to invoicing COUNTY for last month of landscape maintenance services.

**17. Performance Evaluation**

- A. The performance of the maintenance work will be reviewed and monitored by the COUNTY on an ongoing basis
- B. The COUNTY may review individual landscaped areas at any given time with or without the presence of the CONTRACTOR
- C. During these reviews, the COUNTY may utilize a Landscape Maintenance Evaluation Checklist, photos or video to document the findings.
- D. Implementation of rating scale for designated landscape maintenance tasks and overall performance will be evaluated on a point system. A rating falling below 75% of all possible points will be deemed unsatisfactory. Certain elements may result in an automatic score of less than 75% including but not limited to any item in Section 4. or waste of water caused by lack of irrigation maintenance/CONTRACTOR negligence.

- E. **A 10-25% reduction of the monthly payment amount will be assessed for each time the evaluation rating is defined unsatisfactory twice in 28 days. Three (3) consecutive ratings may, at the discretion of the COUNTY, result in termination of the Agreement.**

**18. Project Location(s)/Maps - See Location Maps in Exhibit D.**

Unincorporated Temecula Area:

- Zone 24 - Location 1: Parkway landscaping along the southern side of Temecula Creek Road from Pacific Sunset Drive to Breeze Way Place. Parkway landscaping along both sides of Horizon View between Temecula Creek Road and Summit View Place. Parkway landscaping along Temecula Creek Road at the southeasterly corner of Temecula Creek Road and Breeze Way Place. Estimated landscaped area 15,290 sq.ft. Calsense CS3000 with MV/FS on weathersense;
- Zone 24 - Location 2: Parkway landscaping along both sides of Temecula Creek Road from SH-79 to Pacific Sunset Drive. Parkway Landscaping along both sides of Cedar Creek Road from Blue Water Way to Pebble Brook Circle. Parkway landscaping along the westerly side of Pacific Sunset Drive from SH-79 to the southerly tract boundary. Parkway landscaping along the southerly side of SH-79 from Pacific Sunset Drive to westerly tract boundary. Estimated landscaped area 62,927 sq.ft. 2 POC with Calsense ET2000E with MV and FS on weathersense;
- Zone 24 - Location 3: Parkway landscaping along the easterly side of Horizon View Street from Sh-79 to Turtle Creek Street. Parkway landscaping along the southerly side of SH-79 from Horizon View Street to the easterly tract boundary. Estimated landscaped area 20,970 sq.ft. 1 POC with Calsense ET2000E with MV and FS on weathersense;
- Zone 57: Southerly of State Highway 79, between Horizon View Street and track boundary. Westerly of Horizon View Street (between SH 79 and Turtle Creek Street. Northerly of Turtle Creek Street, approximately 25' past corner cutback at Horizon View St. Estimated landscaped area 12,200 sq.ft. 1 POC with Calsense ET2000E with MV and FS on weathersense;
- Zone 154: Parkway landscaping along the southerly side of SR-79 between Pacific Sunset and parcel boundary. Estimated landscaped area 6,000 sq.ft 1 POC with Calsense ET2000E, rain & ET, RRe, FS, & MV on weathersense;
- Zone 100: Parkway landscaping and trail along the Southside of Pauba Road from Knoll Vista Lane, Arbor Glen Drive, and Valencia Way, tract boundary to tract boundary. Estimated landscaped areas 22,500 sq.ft. and 28,500 sq.ft. of trail. 1 POC Calsense CS3000 FS, & MV on weathersense;
- Zone 164: Clean-up work per County Direction. No Irrigation, No water costs. Cost proposal will note flat fee as a place holder.

Unincorporated Murrieta Area:

- Zone 19: Median and parkway landscaping along both sides of Murrieta Hot Springs Road between Iverness Way westerly to tract boundary; Parkway landscaping along both side of Willows Avenue between North General Kearny Road and easterly tract boundary. Estimated landscaped areas of 17,500 sq.ft. for Willows, 8,130 sq.ft. for Murrieta Hot Springs Road Median area, 40,000 sq. ft. for Murrieta Hot Springs Parkways. 2 POC with Calsense ET2000E with MV and FS on weathersense;

- Zone 53: Parkway landscaping along the northerly Right of way of Auld Road between the westerly and easterly tract boundaries. Parkway and median landscaping on Avocado Court between Auld Road and Pepper Tree Street. Estimated landscaped areas of 27,500 sq.ft. 1 POC Calsense CS3000 on weathersense.
- CFD 2017-4M: TR36546 Clean-up work per COUNTY Direction. No Irrigation, No water costs.

Unincorporated French Valley Area:

- Zone 171: Parkway Landscaping along SR79/Winchester Road fronting the Denny's/Popeyes within Caltrans ROW. Caltrans no-fee encroachment permit required. Estimated Landscaped Areas 15,500 sq. ft. 1 POC Calsense CS3000 on weathersense.
- Future CFD area adjacent and to the South of Zone 171 (to be constructed at a later date): Parkway Landscaping along SR79/Winchester Road fronting the Taco Bell/Jack-in-the box within Caltrans ROW. Caltrans no-fee encroachment permit required. Estimated Landscaped Areas 14,500 sq. ft. 1 POC Calsense CS3000 on weathersense.
- Future CFD South of KTM Way: Parkway Landscaping along SR79/Winchester Road fronting the KTM facility within Caltrans ROW. Caltrans no-fee encroachment permit required. Estimated Landscaped Areas 10,000 sq. ft. 1 POC Calsense CS3000 on weathersense. COUNTY acceptance for Maintenance is pending.
- CFD 2017-3M: TR36536 Parksites and basins, located on Leon Road, South of Brussels Street and North of Via Quinta Do Reyes, Estimated 85,645 sq. ft. of landscaped flat area, 16,500 sq.ft. of turf, 44,500 sq. ft. of landscaped sloped area, and 8,400 sq. ft. of DG trail. 1 POC Calsense CS3000 on weathersense.
- CFD 2019-3M: TR36687 rear slopes and basins, located along Solstice Street and Radiance Street fenced areas. Estimated 8,900 sq. ft. of landscaped flat area, 22,000 sq.ft. of basin sloped areas, 22,100 sq. ft. of landscaped sloped area. 1 POC Calsense CS3000 on weathersense.
- CFD 2017-5M: TR30837 rear slopes and basins, basin located at Lirac Lane/Alsace Place and rear slopes between Lirac Lane and Yates Road. Estimated 5,000 sq. ft. of landscaped flat area, 28,250 sq.ft. of basin sloped areas, 38,250 sq. ft. of landscaped sloped area. 1 POC Calsense CS3000 on weathersense. County acceptance for Maintenance is pending.

**19. Project Definitions**

- “ANSI A300 Standards” refers to American National Standard (ANSI) A300 Standards, in part or as a whole (all parts).
- “ANSI Z133.1 Standards” refers to American National Standard (ANSI) Z133 Standards, in part or as a whole (all parts).
- “Bi-weekly” refers to a period of time of every two-weeks.
- “CFD” refers to the Mello-Roos Community Facilities District Act of 1982 authorized local governments and developers to create Community Facilities Districts (CFDs) for the collection of revenue to fund services and maintenance.
- “Contractor’s License” refers to a Contractor’s License obtained legally through the State of California to perform landscape maintenance services otherwise known as a C-27 license. A State of California Tree Trimming license is known as a D-49.
- “ET” refers to Evapotranspiration Rate.
- “Liability Insurance” refers to 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.
- H. “LMD” refers to the Landscaping and Lighting Maintenance District No. 89-1-Consolidated authorized local governments to create assessment districts under the Landscaping and Lighting Act of 1972 (1972 Act) and State of California Proposition 218, the “Right to Vote on Taxes Act”.
  - I. “Pest Control Business License” refers to the California State Department of Pesticide Licensing license for the application of herbicides and pesticides, in this case within or adjacent to County Maintained Road Rights-of Ways (ROW).
  - J. “Precipitation rates” refers to published irrigations rates of irrigation products, usually in inches/hour.
  - K. “Prevailing Wage” refers to the labor code, the governing board of the owner has obtained from the Director of the Department of Industrial Relations, State of California, his/her determination of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, as set forth on the schedule which is on file at the principal office of the Owner, and which will be made available to any interested person upon request.
  - L. “Qualified Applicator License (QAL)” refers to the California State Department of Pesticide Licensing license for the application of herbicides and pesticides, in this case within or adjacent to County Maintained Road Rights-of Ways (ROW).
  - M. “Vehicle Liability” refers to maintaining automotive liability insurance for all owned, non-owned, or hired vehicles. Policy shall name the COUNTY as Additional Insureds.
  - N. “Worker’s Compensation Insurance” refers to maintaining 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. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**20. County Holidays**

<b>HOLIDAY</b>	<b>DAY OBSERVED</b>
* 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
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 12
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

\* Note:

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

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

**EXHIBIT B  
PAYMENT PROVISIONS**

Transportation Department Projects Landscaping Services		
DESCRIPTION	MONTHLY SERVICE COST	MONTHLY SERVICE COST
	(INCLUDING WATER)	("NOT" INCLUDING WATER)
LMD ZONE 24	\$1,898	\$1,558
LMD ZONE 57	\$555	\$420
LMD ZONE 154	No water on this project	\$180
LMD ZONE 100	\$558	\$383
LMD ZONE 164**	No water on this project	\$500
LMD ZONE 19	\$1,960	\$1,560
LMD ZONE 53	\$545	\$425
FUTURE CFD 2017-4M**	No water on this project	\$500
LMD ZONE 171	No water on this project	\$228
FUTURE CFD NEXT TO ZONE 171	No water on this project	\$228
FUTURE CFD NEXT TO KTM WAY	No water on this project	\$213
CFD 2017-3M	No water on this project	\$1,991
CFD 2019-3M	No water on this project	\$748
FUTURE CFD 2017-5M	No water on this project	\$1,140
Monthly Subtotal		\$10,074
Annual Grand Total		\$120,888
Contract Contingency for Extra Work (50%)***		\$60,444
<p>** Zone 164 and CFD 2017-4M maintenance shall be as directed by LMD Administration as extra work when work is requested. Actual cost shall be time and materials (labor and dump fees). The \$500 figure above is a not to exceed amount.</p> <p>***All Extra Work must be approved in writing prior to the work beginning by the Transportation Land Management Agency contact Mark Hughes or his designee.</p>		
<b>EXTRA WORK</b>		
	<b>DESCRIPTION</b>	<b>LABOR AND MATERIAL COST</b>
	Plant 24 inch Box Tree & Stake/Ties	\$425
	Plant 15 Gallon Tree & Stake/Ties	\$195

Plant 5 Gallon Shrub	\$33
Plant 1 Gallon Shrub	\$18
Plant 1 Flat of Ground Cover	\$32
DESCRIPTION	LABOR COST PER HOUR
Laborer	\$38
Irrigation Technician	\$65
Foreman/Supervisor	\$45

**EXHIBIT C**  
**PREVAILING WAGE REQUIREMENTS**

All or a portion of the Scope of Services in this Agreement or Purchase Order (as applicable) requires the payment of prevailing wages and compliance with the following requirements. In the event there is a conflict between this Exhibit and current applicable law, current applicable law shall prevail and the below shall be automatically amended to read accordingly.

**C1.0. Determination of Prevailing Rates:**

Pursuant to Labor Code sections 1770, et seq., the COUNTY has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Services is to be performed. Copies of said rates are on file with the COUNTY, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Services, and are also available online at [www.dir.ca.gov](http://www.dir.ca.gov). The wage rate for any classification not listed, but which may be required to execute the Scope of Services, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the CONTRACTOR shall post, at appropriate and conspicuous locations on the jobsite, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

**C2.0. Payment of Prevailing Rates**

Each worker of the CONTRACTOR, or any subcontractor, engaged in the Scope of Services, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or any subcontractor, and such worker.

**C3.0. Prevailing Rate Penalty**

The CONTRACTOR shall, as a penalty, forfeit two hundred dollars (\$200.00) to the COUNTY for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the CONTRACTOR or by any subcontractor in connection with the Scope of Services. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for

each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the CONTRACTOR.

**C4.0. Ineligible Contractors:**

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a CONTRACTOR on the project shall be returned to the COUNTY. The CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Scope of Services.

**C5.0. Payroll Records:**

Pursuant to California Labor Code section 1776, the CONTRACTOR and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Services. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the CONTRACTOR or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Services performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;

(2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to the COUNTY, the Division of Labor Standards Enforcement of the DIR;

(3) A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the COUNTY or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the COUNTY or the Division of Labor Standards Enforcement, the

requesting Party shall, prior to being provided the records, reimburse the cost of preparation by the CONTRACTOR, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the CONTRACTOR;

(4) The CONTRACTOR shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and

(5) Copies provided to the public, by the COUNTY or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the CONTRACTOR or any subcontractor, performing a part of the Scope of Services shall not be marked or obliterated. The CONTRACTOR shall inform the COUNTY of the location of payroll records, including the street address, city and COUNTY and shall, within five (5) working days, provide a notice of a change of location and address. The CONTRACTOR shall have ten (10) days from receipt of the written notice specifying in what respects the CONTRACTOR must comply with the above requirements. In the event CONTRACTOR does not comply with the requirements of this section within the ten (10) day period, the CONTRACTOR shall, as a penalty to the COUNTY, forfeit one-hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the CONTRACTOR.

**C6.0. Limits of Hours of Work:**

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the CONTRACTOR or by a subcontractor, upon the Scope of Services or upon any part of the Scope of Services, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of CONTRACTOR or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

**C7.0. Penalty of Excess Hours:**

The CONTRACTOR shall pay to the COUNTY a penalty of twenty-five dollars (\$25.00) for each

worker employed on the Scope of Services by the CONTRACTOR or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the CONTRACTOR is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

**C8.0. Senate Bill 854** (Chapter 28, Statutes of 2014) Requirements:

**C8.1.** CONTRACTOR shall comply with Senate Bill 854 (signed into law on June 20, 2014). The requirements include, but are not limited to, the following:

a. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).

b. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

c. This project is subject to compliance monitoring and enforcement by the DIR.

d. As required by the DIR, CONTRACTOR is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.

e. CONTRACTOR and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.

i. The certified payroll must be submitted at least monthly to the Labor Commissioner.

ii. The COUNTY reserves the right to require CONTRACTOR and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.

iii. The certified payroll records must be in a format prescribed by the Labor Commissioner.

**C8.2.** As required by Labor Code 1771.1(a) “A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently

registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

**C9.0. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS**

**C9.1. State Public Works Apprenticeship Requirements:** The CONTRACTOR is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the CONTRACTOR, subcontractor, vendor or consultant. Included in these requirements is (1) the CONTRACTOR’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

Any apprentices employed to perform any of the Scope of Services shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Services. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

**C9.2. Compliance with California Labor Code** section 1777.5 requires all public works contractors to:

**C9.2.1) Submit Contract Award Information (DAS-140)**

a. Although there are a few exemptions (identified below), all contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.

b. The DAS-140 is a notification “announcement” of the CONTRACTOR’s participation on a public works project—it is not a request for the dispatch of an apprentice.

c. CONTRACTOR shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime CONTRACTOR subcontract, but in no event later than the first day in which the CONTRACTOR has workers employed on the public work.

d. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.

e. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see

<http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.

### **C9.2.2) Employ Registered Apprentices**

a. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the contractor’s completion of work on the project. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.

b. All contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.

c. Contractors may use the “DAS-142” form for making a request for the dispatch of an apprentice.

d. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.

e. CONTRACTOR should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). CONTRACTOR has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.

f. Only “registered” apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

**C9.2.3) Make Training Fund Contributions**

a. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.

b. Contractors may use the “CAC-2” form for submittal of their training fund contributions.

c. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.

d. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.

e. The “training” contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

**C9.2.4) Exceptions to Apprenticeship Requirements:** The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices.

a. When the contractor holds a sole proprietor license (“Owner-Operator”) and no workers were employed by the contractor. In other words, the contractor performed the entire work from start to finish and worked alone.

b. Contractors performing in non-apprenticeable crafts. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.

c. When the contractor has a direct contract with the Public Agency that is under \$30,000.

d. When the project is 100% federally-funded and the funding of the project does not contain any city, COUNTY, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).

e. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

**C9.2.5) Exceptions from Apprenticeship Ratios:** The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of

Apprenticeship, exempting the CONTRACTOR from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:

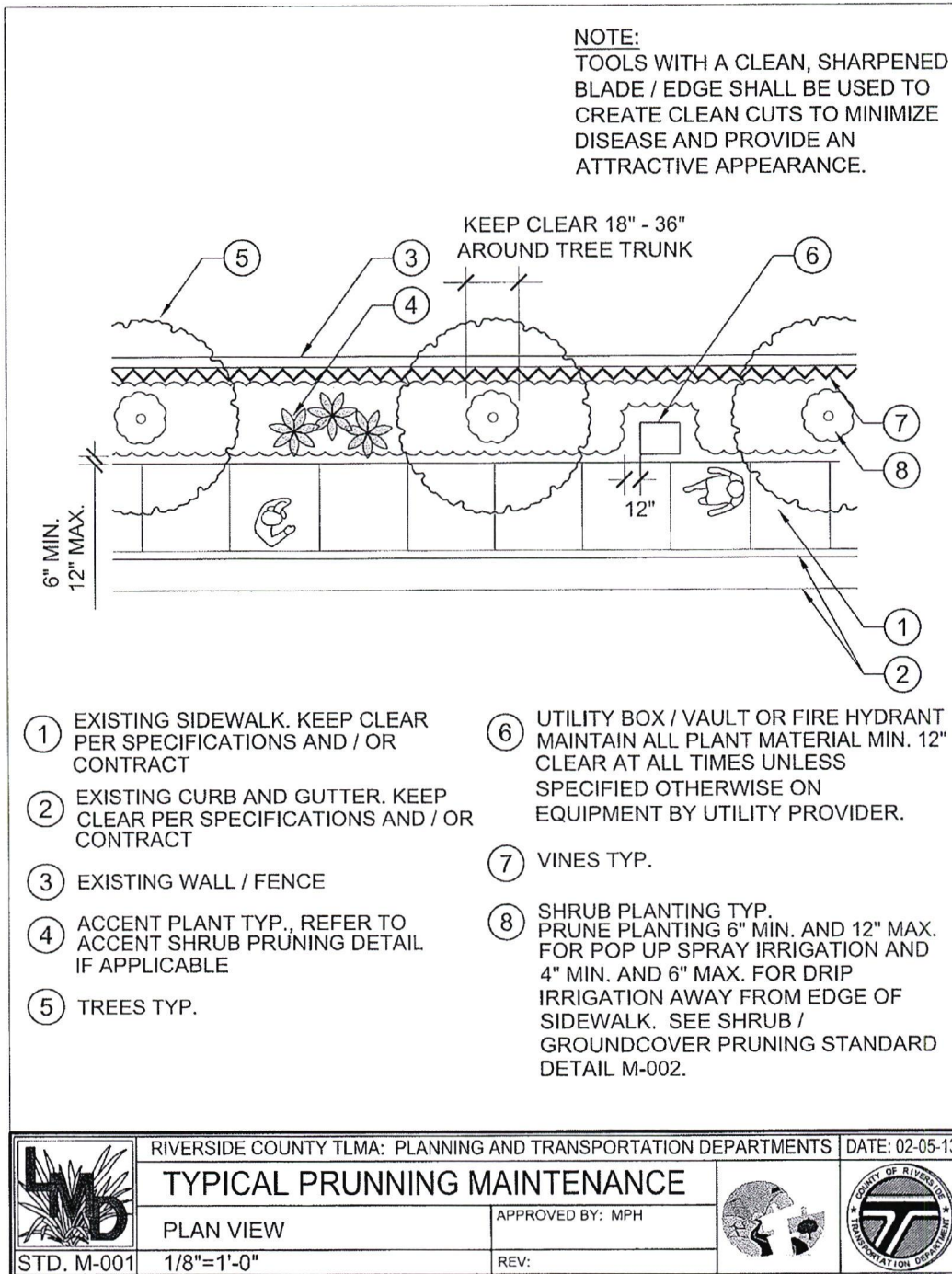
- a. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
- b. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
- c. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
- d. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

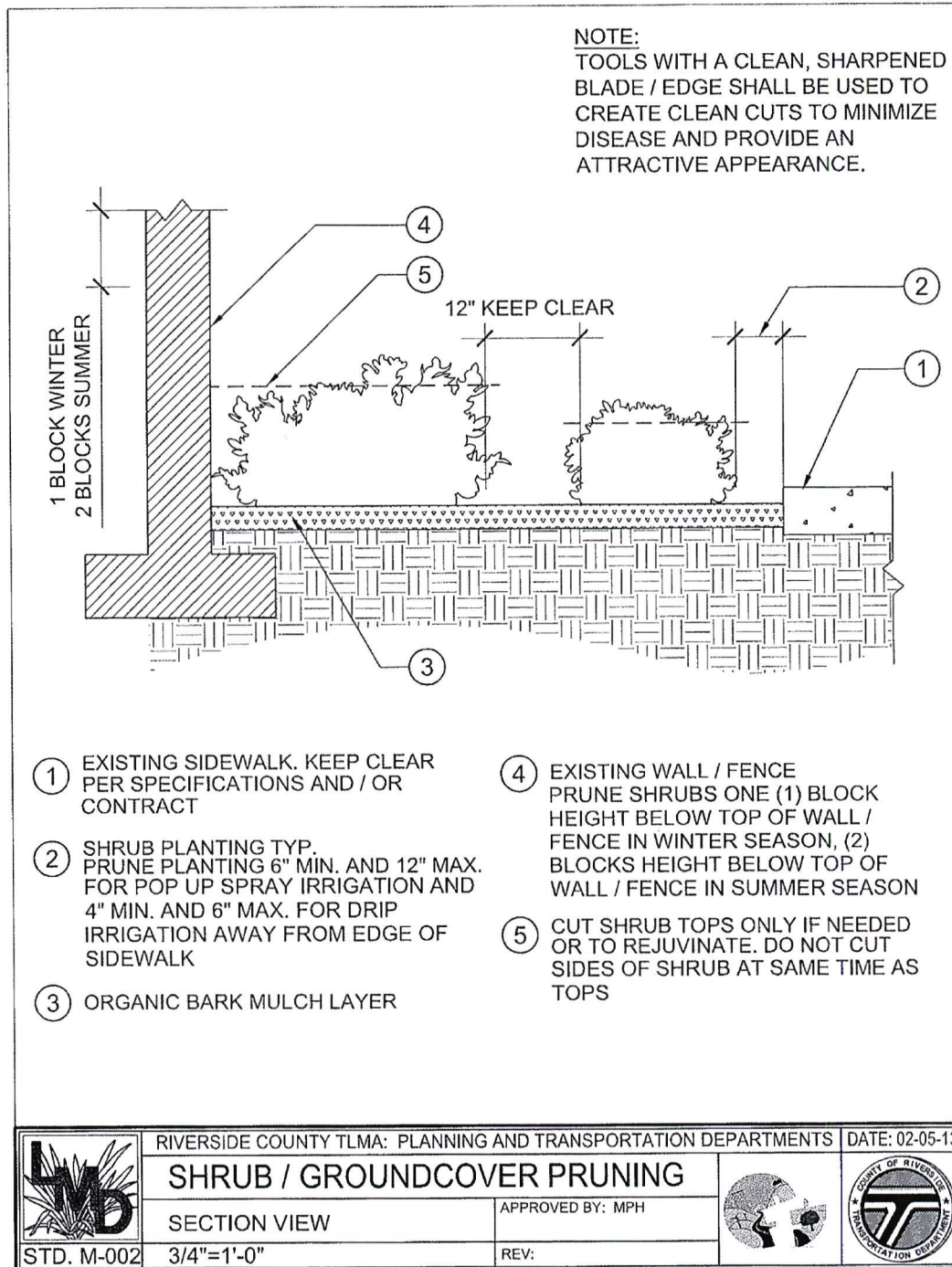
When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

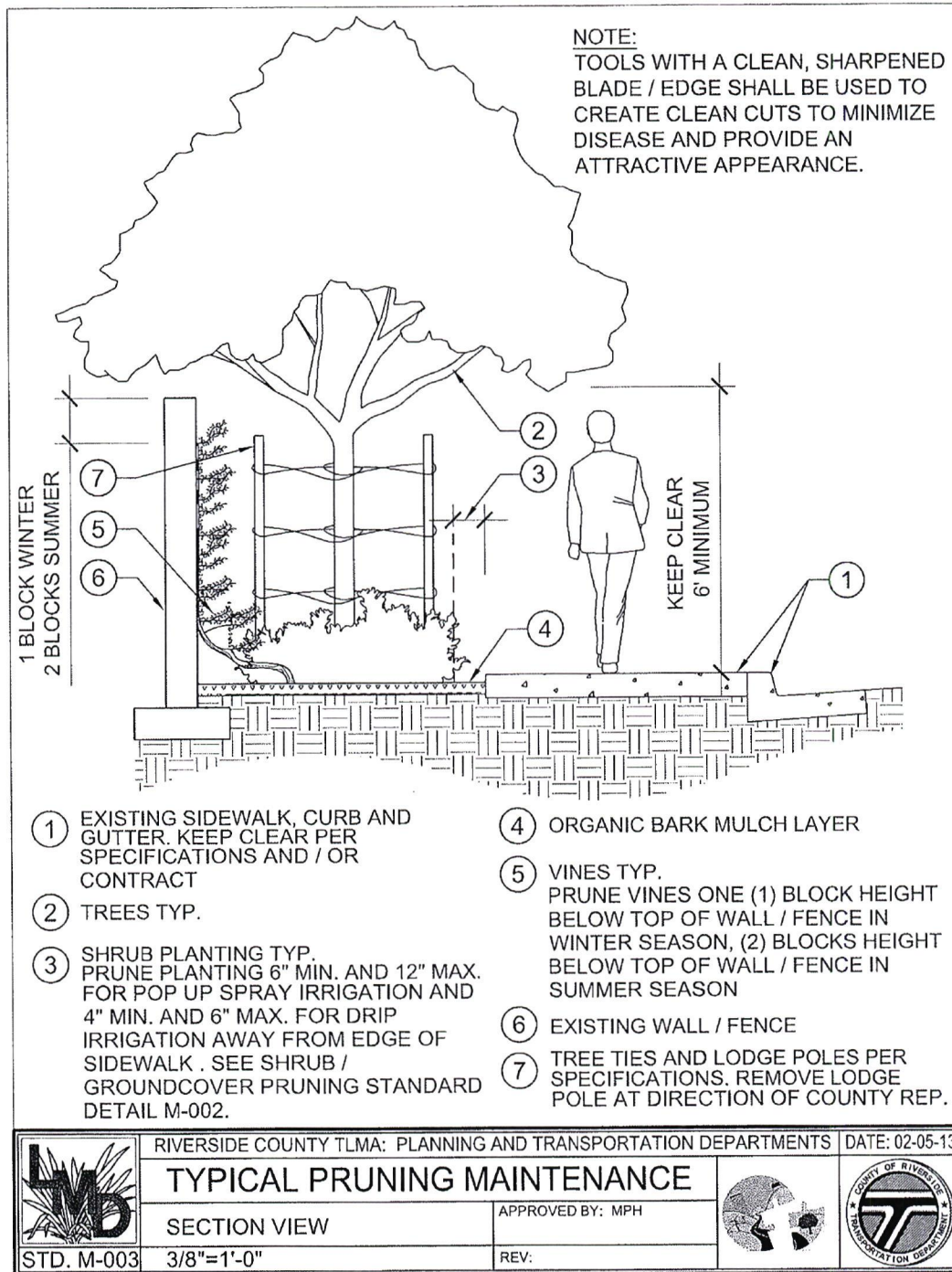
**C9.2.6) CONTRACTOR's Compliance:** The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the CONTRACTOR. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code

section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

**EXHIBIT D  
STANDARD MAINTENANCE DETAILS AND LOCATION MAPS**









TRANSPORTATION DEPARTMENT  
Landscape Section  
4080 Lemon Street, 8th Floor  
Riverside, CA 92501  
Tel: (951) 955-6767 | Fax: (951) 955-1891

# LANDSCAPE SITE REPORT

Date: \_\_\_\_\_ Weather: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Project/Tract/Location: \_\_\_\_\_

Transportation/Contractor Staff Present: \_\_\_\_\_

- Reason for Inspection:
- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Pre-Con                    | <input type="checkbox"/> Pre-Inspection/Irrigation | <input type="checkbox"/> Post Inspection/Planting |
| <input type="checkbox"/> Pre-Bid                    | <input type="checkbox"/> Irrigation                | <input type="checkbox"/> Maintenance              |
| <input type="checkbox"/> 90 day Plant Establishment | <input type="checkbox"/> Final                     | <input type="checkbox"/> Other _____              |
- Time Start \_\_\_\_\_ Time Finish \_\_\_\_\_

### COMMENTS TO BE ADDRESSED BY CONTRACTOR

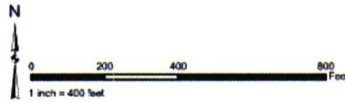
1. \_\_\_\_\_
2. \_\_\_\_\_
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17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_
21. \_\_\_\_\_
22. \_\_\_\_\_

LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1 CONSOLIDATED

**ZONE 24, LOCATION 1**  
 PORTION(S) OF SECTION 14 & 15, T.8S., R.2W.  
 TRACT MAP NO. 30052  
 120 PARCELS



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**ASSESSMENT DIAGRAM**



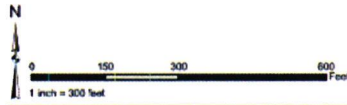
- DENOTES LANDSCAPED AND MAINTAINED PARKWAY
- DENOTES ZONE BOUNDARY
- DENOTES PARCEL NOT ASSESSED

LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1 CONSOLIDATED

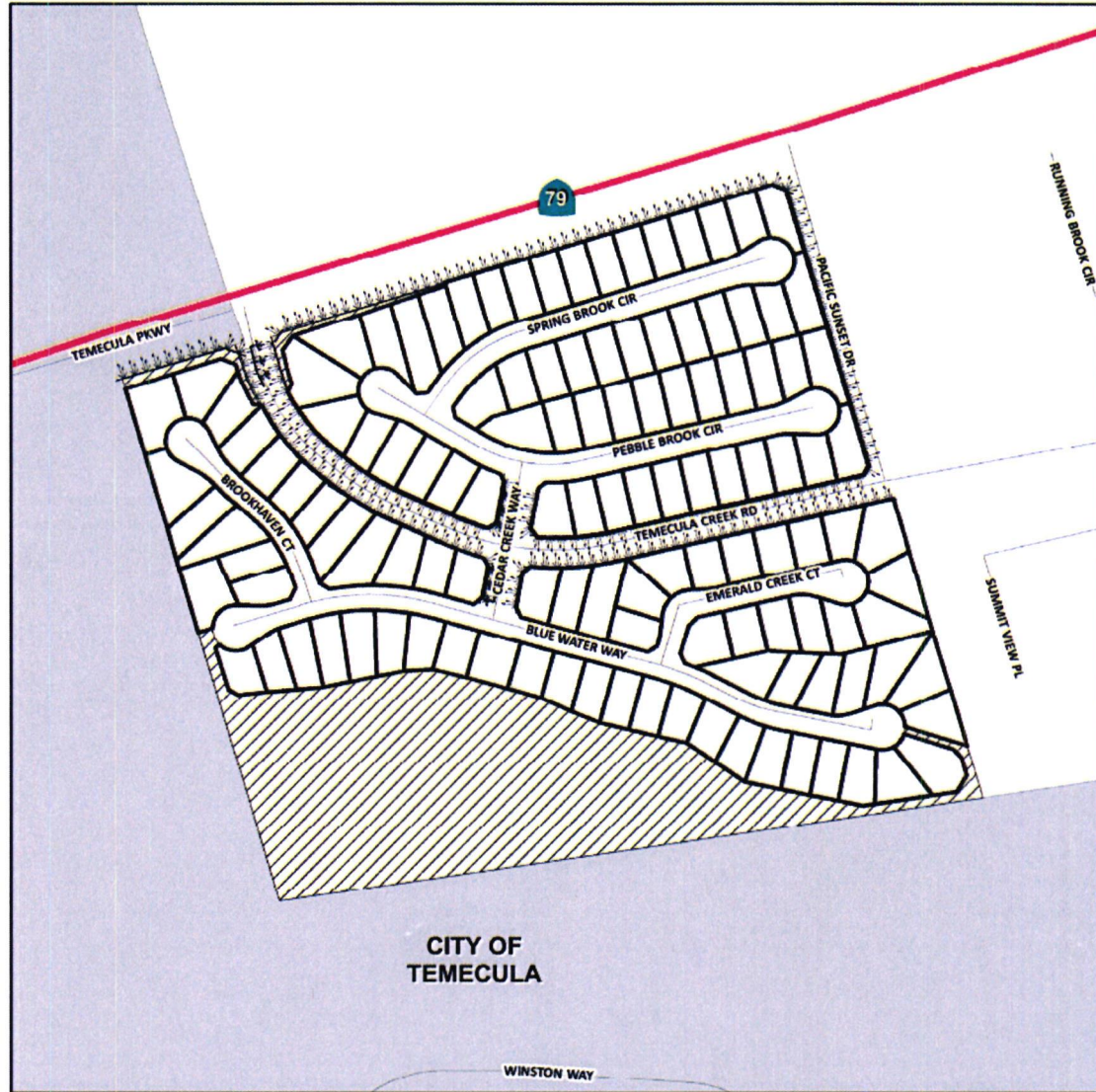
**ZONE 24, LOCATION 2**  
 PORTION(S) OF SECTION 14 & 15, T.8S., R.2W.  
 TRACT MAP NO. 29031  
 124 PARCELS



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**ASSESSMENT DIAGRAM**



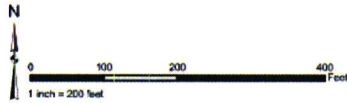
- DENOTES LANDSCAPED AND MAINTAINED PARKWAY
- DENOTES LANDSCAPED AND MAINTAINED MEDIAN
- DENOTES ZONE BOUNDARY
- DENOTES PARCEL NOT ASSESSED

LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1 CONSOLIDATED

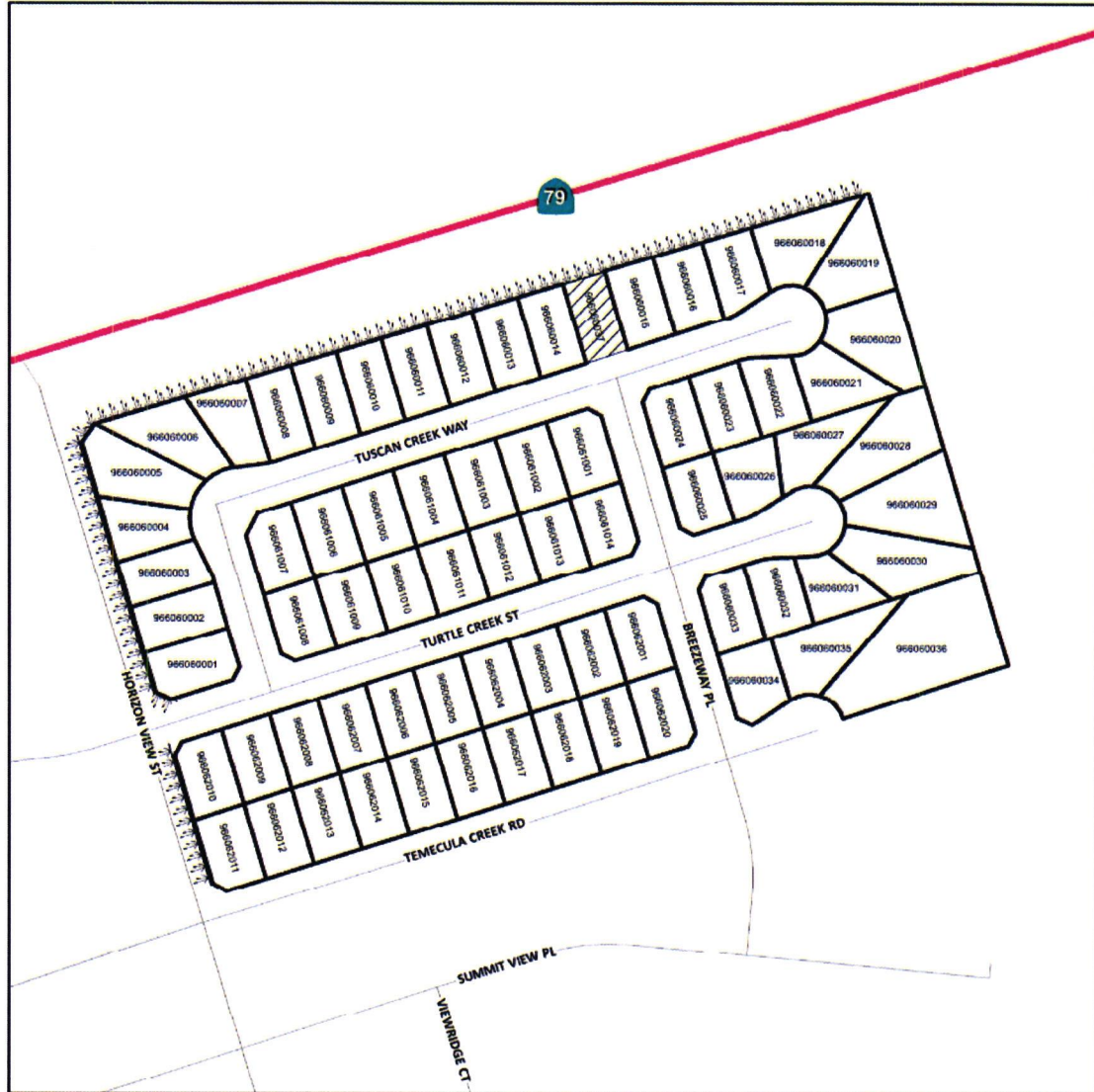
**ZONE 24, LOCATION 3**  
PORTION(S) OF SECTION 14 & 15, T.8S., R.2W.  
TRACT MAP NO. 30448  
70 PARCELS



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**ASSESSMENT DIAGRAM**



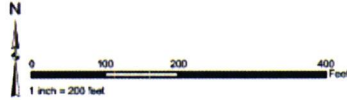
- DENOTES LANDSCAPED AND MAINTAINED PARKWAY
- DENOTES ZONE BOUNDARY
- DENOTES PARCEL NOT ASSESSED

LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1 CONSOLIDATED

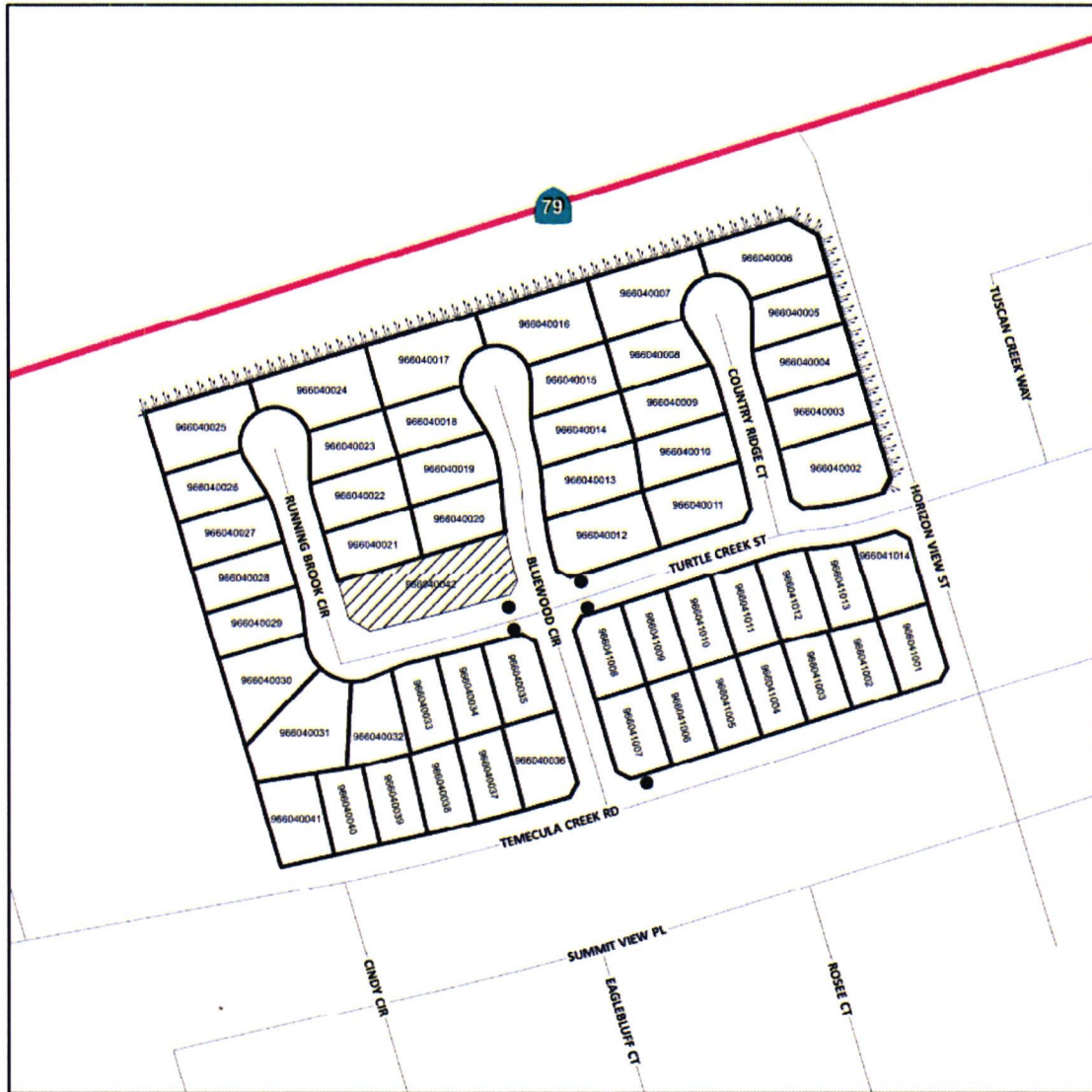
**ZONE 57**  
 PORTION(S) OF SECTION 10, T.8S., R.2W.  
 TRACT MAP NO. 31329 AND PLOT PLAN NO. 20096  
 54 PARCELS



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**ASSESSMENT DIAGRAM**



- DENOTES LANDSCAPED AND MAINTAINED PARKWAY
- DENOTES PARCEL NOT ASSESSED
- DENOTES MAINTAINED STORMWATER RUNOFF CATCH BASIN FILTER
- DENOTES ZONE BOUNDARY

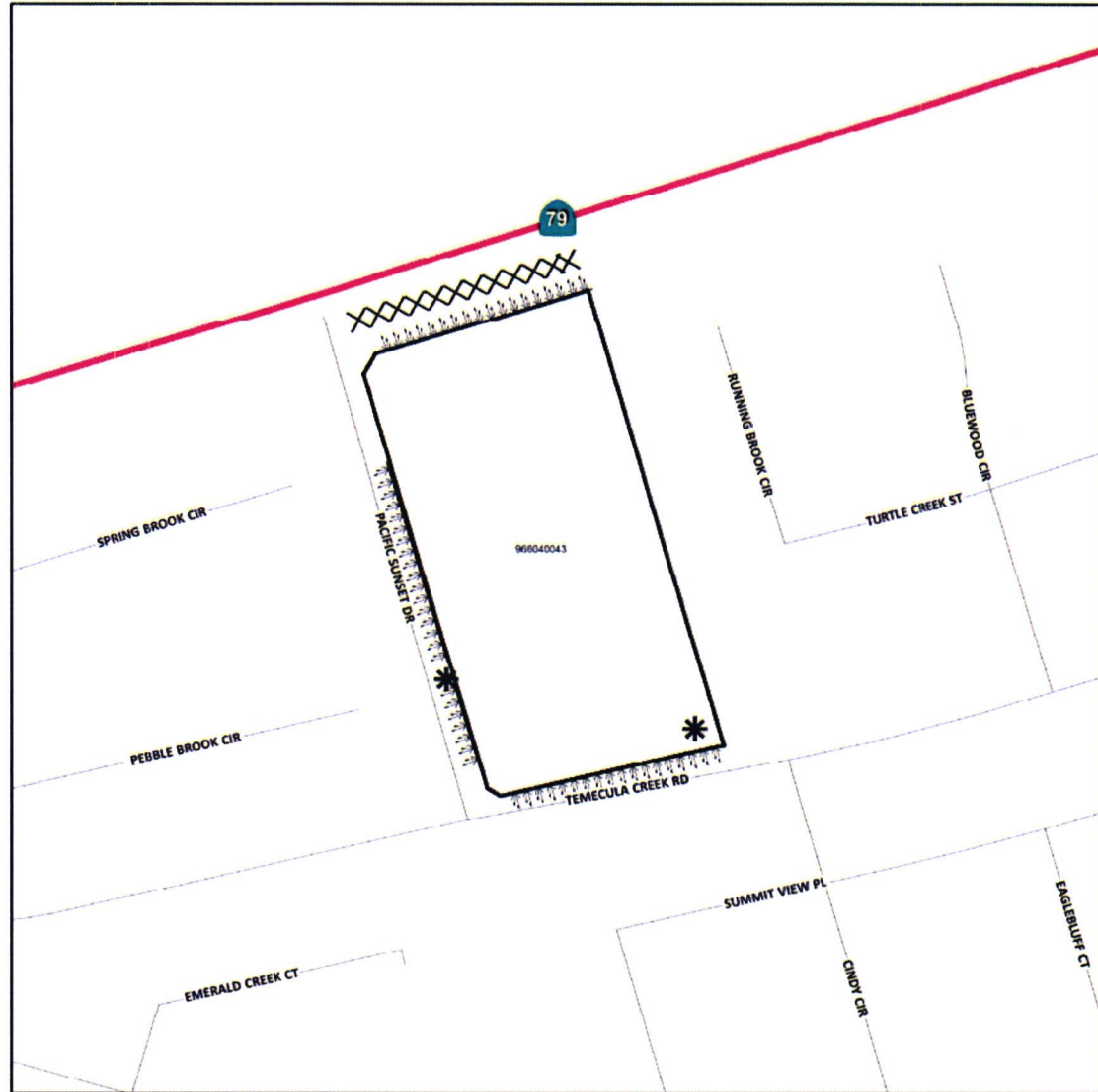
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1 CONSOLIDATED

**ZONE 154**  
 PORTION(S) OF SECTION 10 & 15, T.8S., R.2W.  
 PLOT PLAN NO. 20161  
 1 PARCEL



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**ASSESSMENT DIAGRAM**



- DENOTES LANDSCAPED AND MAINTAINED PARKWAY
- DENOTES FUTURE LANDSCAPED AND MAINTAINED MEDIAN
- DENOTES MAINTAINED ROW STREETLIGHT
- DENOTES ZONE BOUNDARY

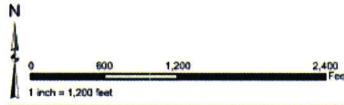
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1 CONSOLIDATED

**ZONE 100**

PORTION(S) OF SECTION 31, T.7S., R.1W., SECTION 36, T.7S., R.2W. & SECTION 1, T.8S., R.2W.  
TRACT MAP NO. 32982  
37 PARCELS



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**ASSESSMENT DIAGRAM**



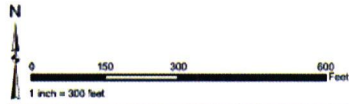
- DENOTES LANDSCAPED AND MAINTAINED PARKWAY
- DENOTES MAINTAINED MULTI-PURPOSE TRAIL
- DENOTES MAINTAINED STORMWATER RUNOFF CATCH BASIN FILTER
- DENOTES ZONE BOUNDARY
- DENOTES PARCEL NOT ASSESSED

LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1 CONSOLIDATED

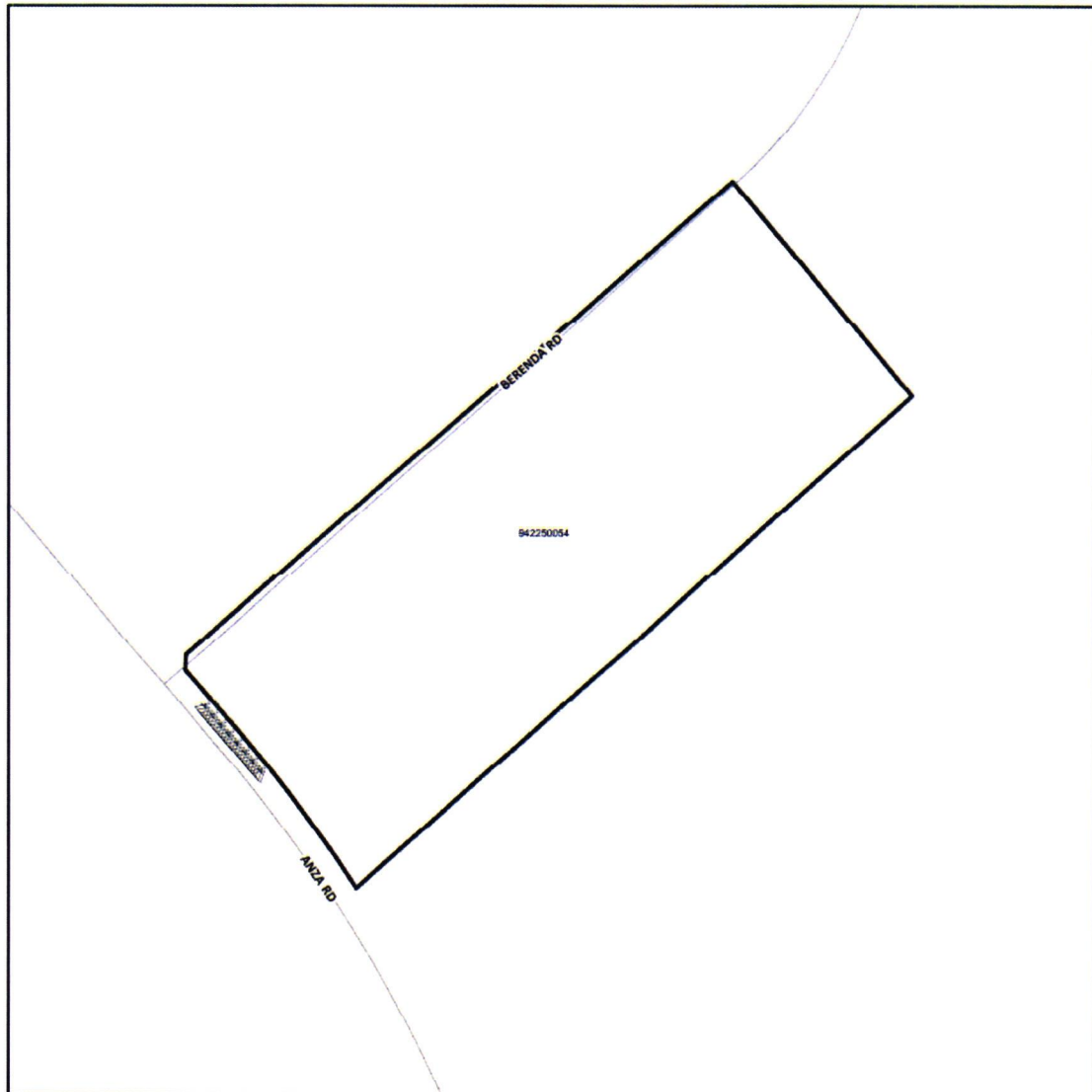
**ZONE 164**  
PORTION(S) OF SECTION 23 & 26, T.7S., R.2W.  
PLOT PLAN NO. 21570  
1 PARCEL



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**ASSESSMENT DIAGRAM**



 DENOTES MAINTAINED BIO-SWALE  
 DENOTES ZONE BOUNDARY



LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1 CONSOLIDATED

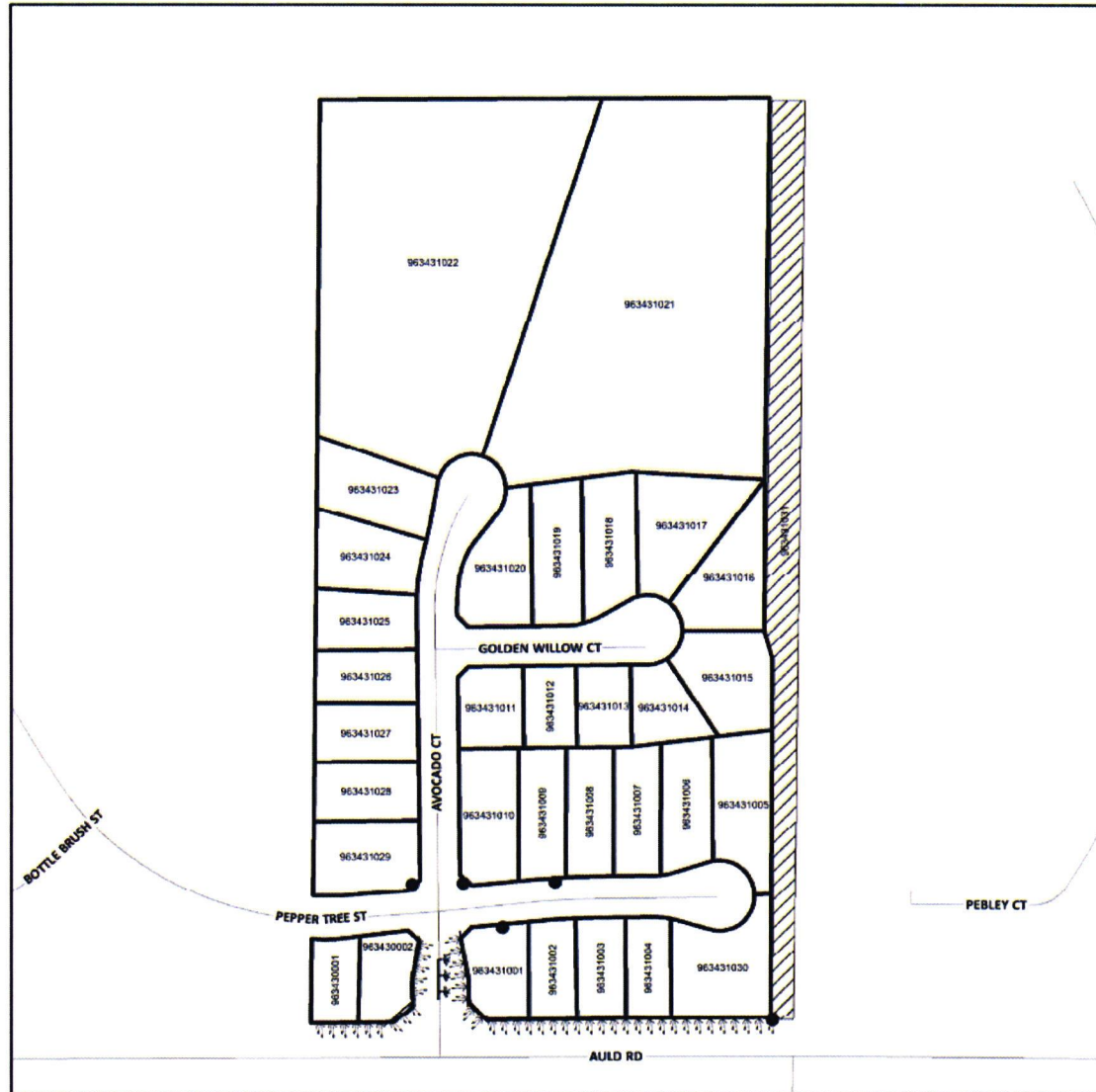
**ZONE 53**  
 PORTION(S) OF SECTION 5, T.7S., R.2W.  
 TRACT MAP NO. 31119  
 32 PARCELS



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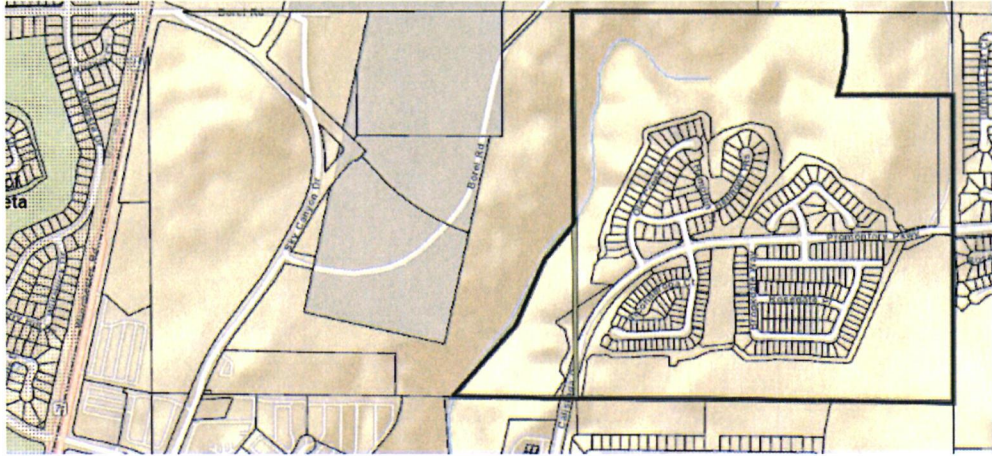
**ASSESSMENT DIAGRAM**



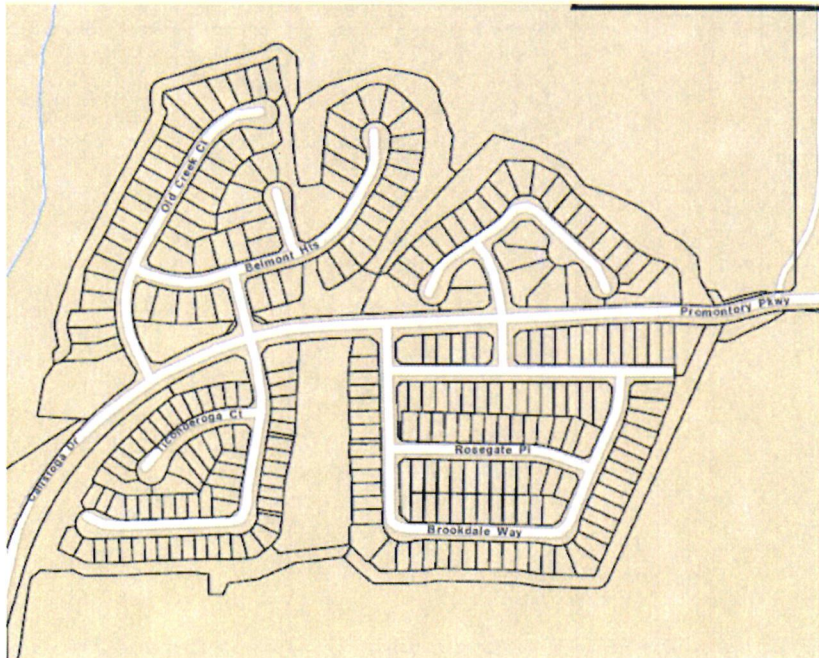
- DENOTES LANDSCAPED AND MAINTAINED PARKWAY
- DENOTES LANDSCAPED AND MAINTAINED MEDIAN
- DENOTES MAINTAINED STORMWATER RUNOFF CATCH BASIN FILTER
- DENOTES ZONE BOUNDARY
- DENOTES PARCEL NOT ASSESSED

CFD2017-4M TR36546 CLEAN UP WORK ONLY PER COUNTY DIRECTION  
NO IRRIGATION, NO WATER COSTS, NO MONTHLY MAINTENANCE  
MAJOR CROSS STREETS PROMONTORY PKWY/POURROY ROAD

VICINITY MAP



LOCATION

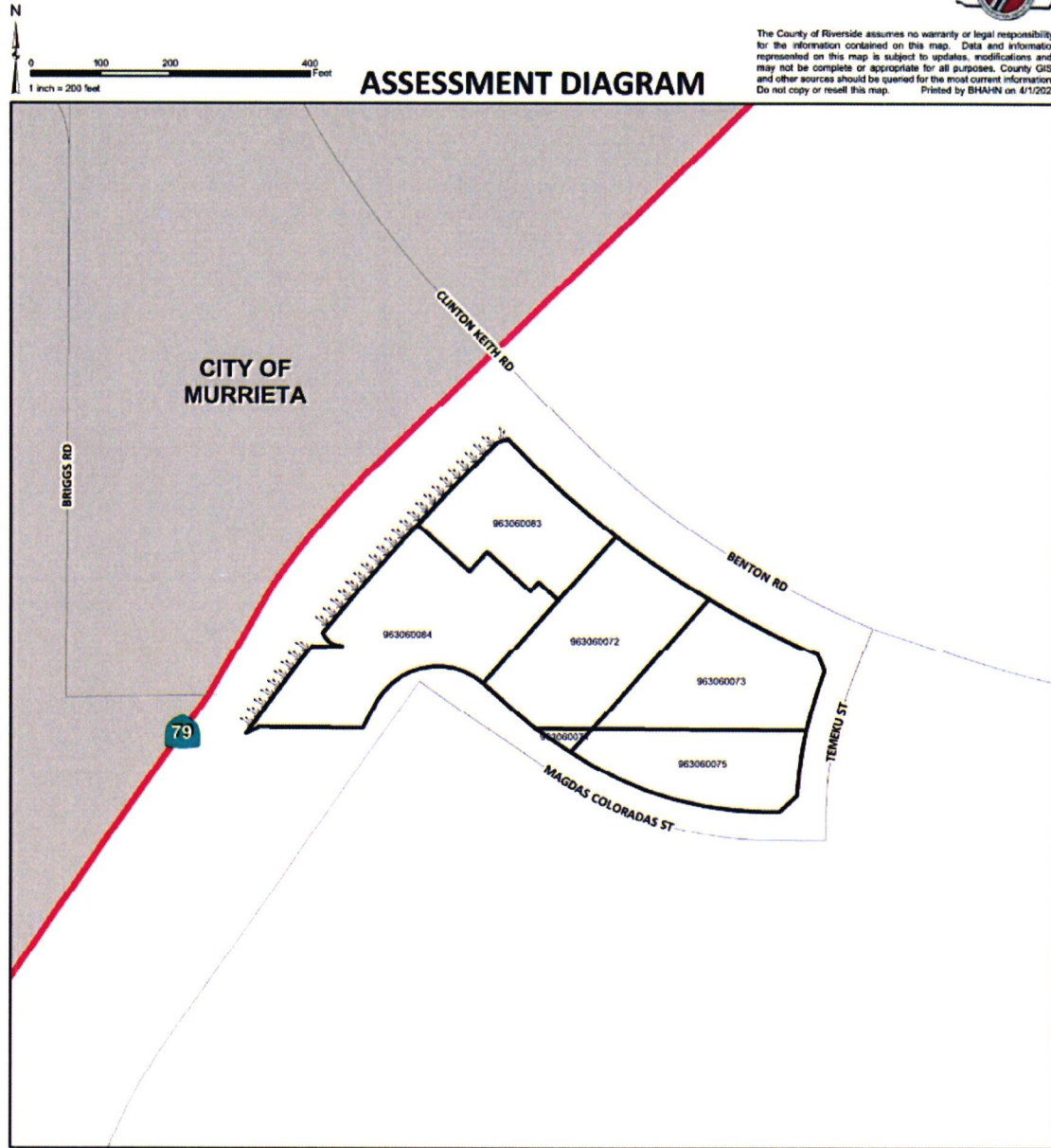




LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1 CONSOLIDATED

**ZONE 171**  
PORTION(S) OF SECTION 6, T.7S., R.2W.  
PARCEL MAP NO. 30474  
6 PARCELS

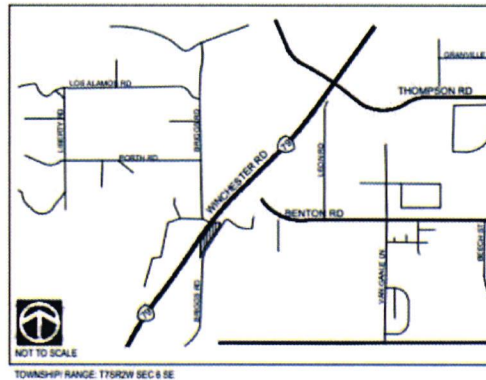


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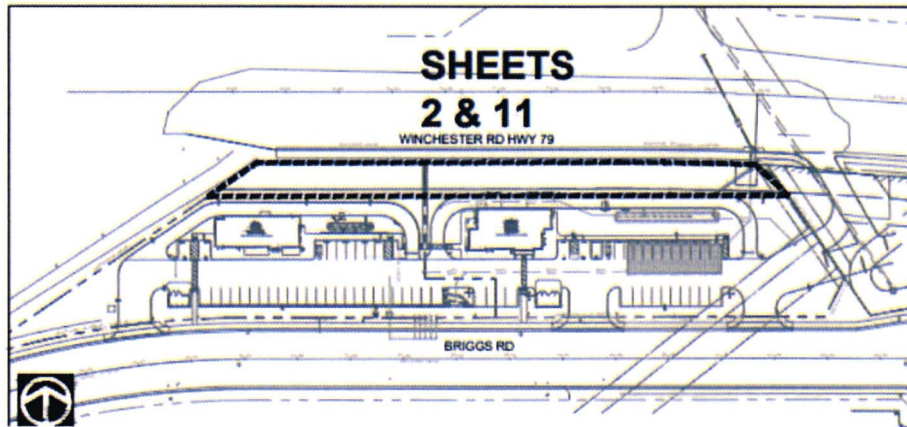
 DENOTES LANDSCAPED AND MAINTAINED PARKWAY  
 DENOTES ZONE BOUNDARY

Future CFD area adjacent and to the South of Zone 171



**MAINTENANCE QUANTITIES**

	(ONSITE / OFFSITE)
1. LANDSCAPED FLAT AREAS:	N/A / 14,352 S.F.
2. LANDSCAPED SLOPE AREAS:	0 S.F. / 0 S.F.
3. WATER QUALITY SWALES:	N/A / 0 S.F.
4. TOTAL NUMBER OF TREES:	N/A / 0 EA.
5. TOTAL NO. OF PALM TREES:	0 EA. / 0 EA.
6. DECOMPOSED GRANITE TRAILS:	0 S.F. / 0 S.F.
7. NON-EXTRUDED CONCRETE HEADER:	N/A / 180 L.F.
8. 3 RAIL PVC FENCING:	0 L.F. / 0 L.F.
9. WALL FACE GRAFFITI ABATEMENT:	0 L.F. / 0 L.F.
10. LANDSCAPE LIGHTING:	0 S.F. / 0 S.F.
11. TURF:	0 EA. / 0 EA.
12. SHRUB AREA:	0 S.F. / 0 S.F.
13. GROUND COVER AREA:	0 S.F. / 0 S.F.
14. WATER METER:	0 S.F. / 0 S.F.
15. BARK MULCH AT 3" DEPTH:	0 S.F. / 2,054 S.F.
16. BARK MULCH AT 2" DEPTH:	0 S.F. / 12,296 S.F.
17. OTHER:	0 S.F. / 0 S.F.
18. FUTURE MEDIAN:	0 S.F. / 0 S.F.
19. TOTAL LANDSCAPE AREA:	N/A / 14,352 S.F.



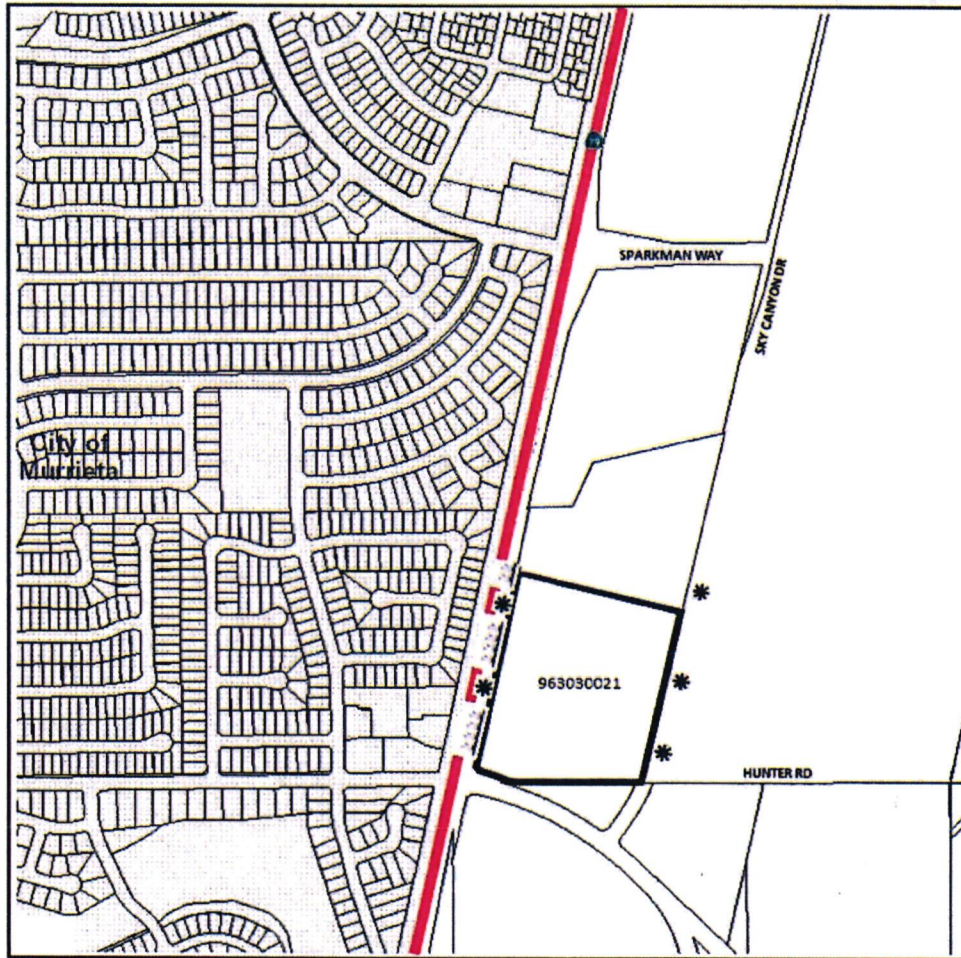
FUTURE CFD SOUTH OF KTM WAY  
PORTION(S) OF SECTION 7, T.7S, R.2W.  
PLOT PLAN NO. 180022  
1 PARCEL






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**ASSESSMENT DIAGRAM**



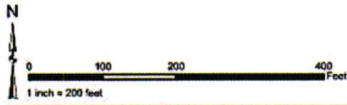
-  DENOTES LANDSCAPED AND MAINTAINED ROW PARKWAY
-  DENOTES MAINTAINED ROW STREETLIGHT
-  DENOTES ZONE BOUNDARY

### CFD 2017-3M

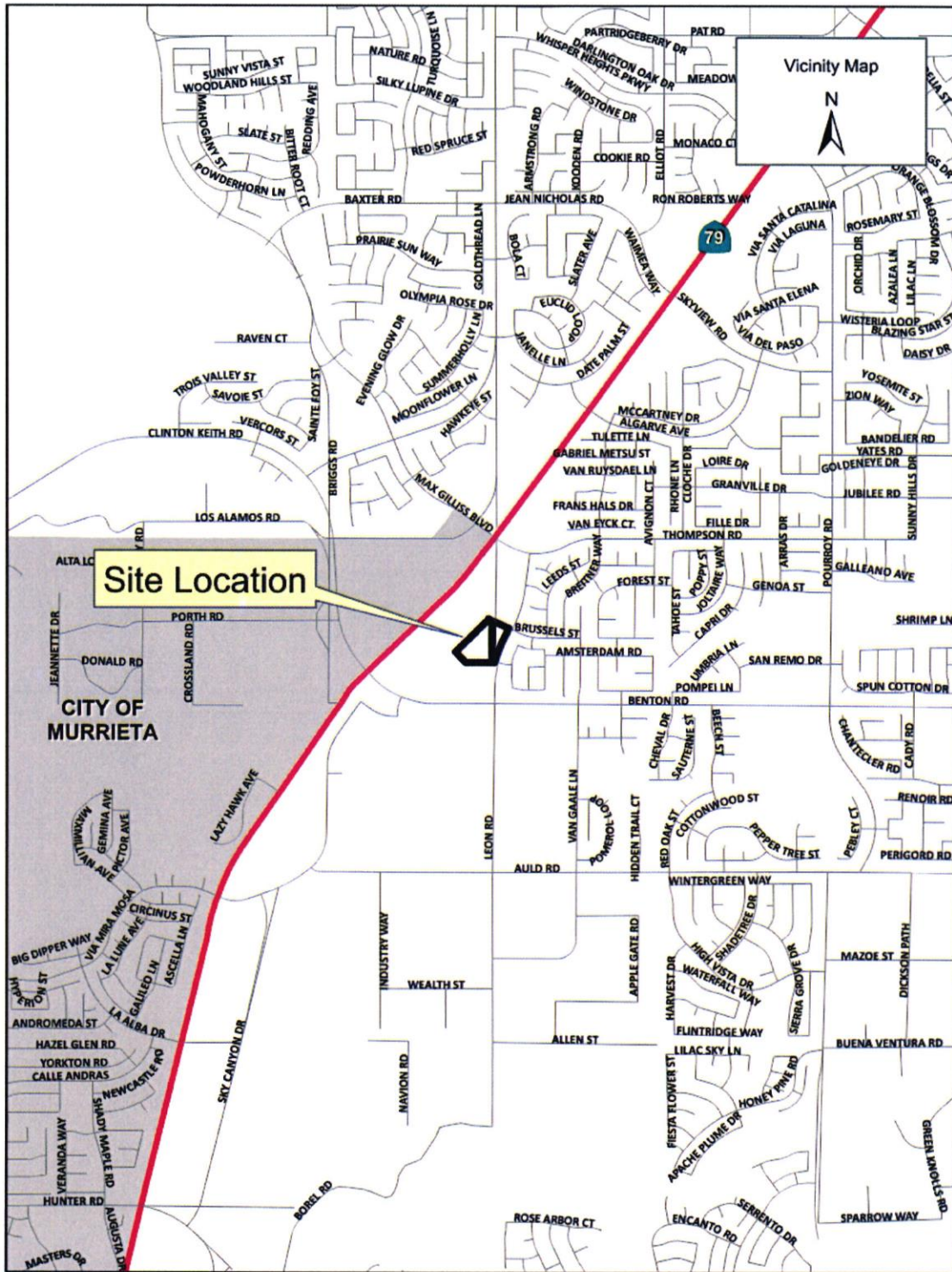
APNs 963-47-001 & 963-473-002



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**Legend**  
▨ 2017-3M BOUNDARY

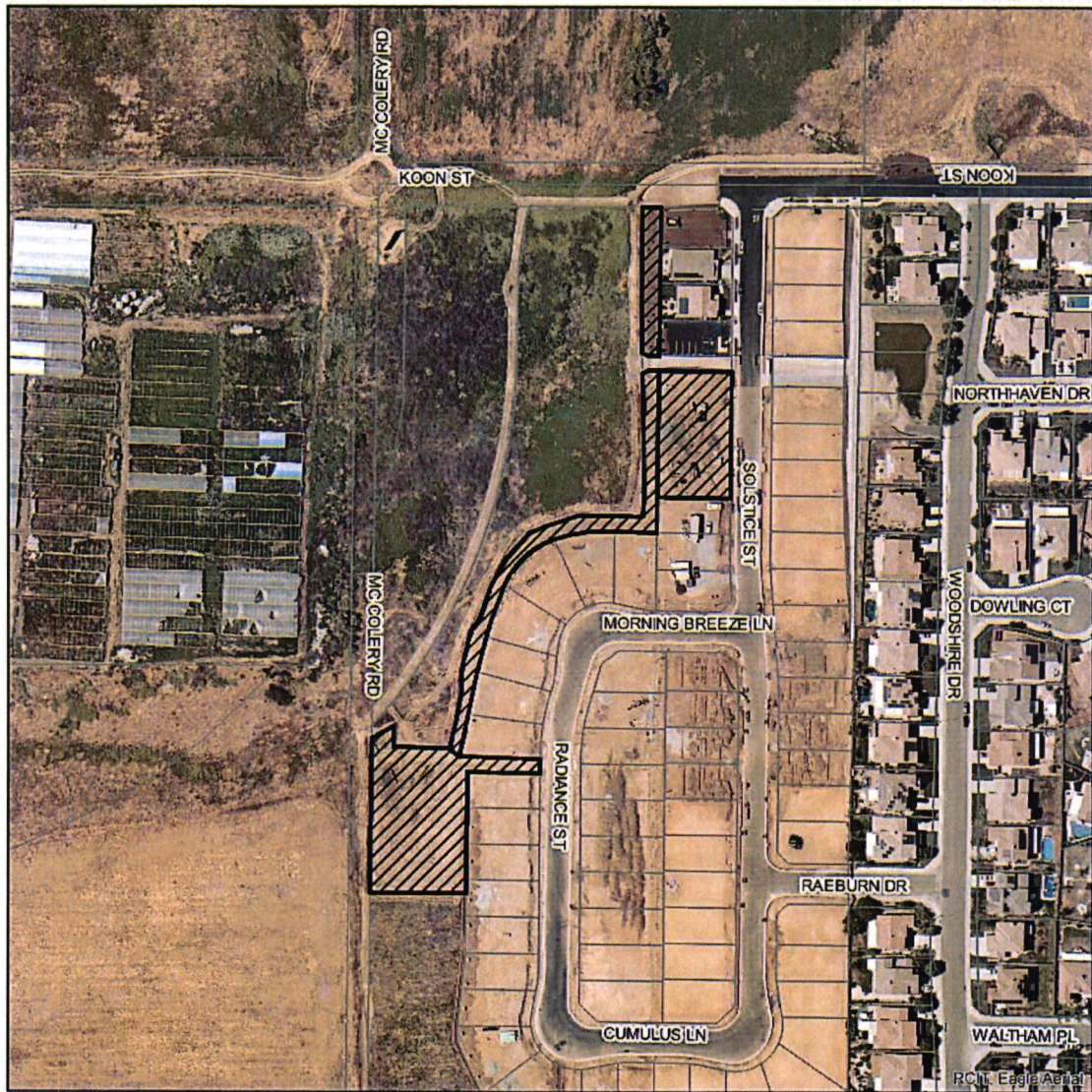


### CFD 2019-3M

APNs 476-531-034, 476-531-035,  
476-531-040 & 476-531-041

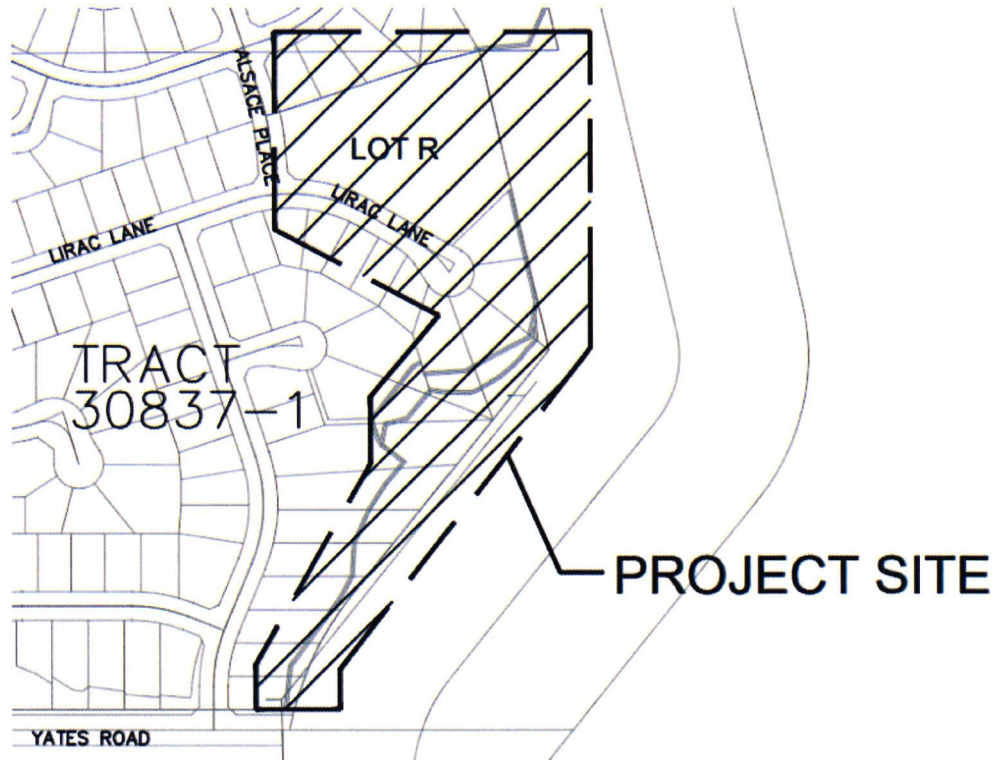
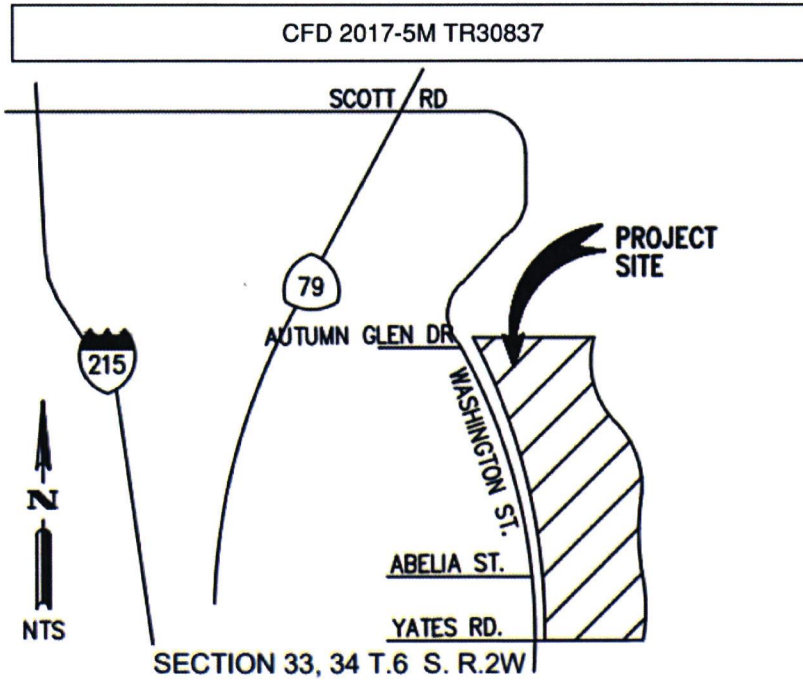


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CFD 2019-3M BOUNDARY





LICENSING AND CERTIFICATION FACT SHEET  
 PEST CONTROL BUSINESS LICENSE  
 PML-FS-03 (REV. 10/03)

DEPARTMENT OF PESTICIDE REGULATION  
 PEST MANAGEMENT AND LICENSING BRANCH  
 www.cdpr.ca.gov/916.445.4038

<u>LICENSE NO.</u>	STATE OF CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION  1001 I STREET SACRAMENTO, CALIFORNIA 95814 (916) 445-4038 <b>PEST CONTROL BUSINESS LICENSE</b>	  THIS LICENSE EXPIRES
= POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW = THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE		

**Who Needs It?**

Any person who engages in pest control for hire (advertises, solicits, or operates as a pest control business). This includes, but is not limited to, the following types of activities (FAC sections 11403, 11701):

- Ground and aerial pest control applications
- Farm management companies when their services include pest control
- Packing houses, shippers, storage facilities, and other processors who treat agricultural commodities owned by another person or firm (does not include Cooperatives)
- Companies that perform pest control rights-of-way.

**What's Required?**

- Have at least one person in a supervisory position who holds a QAL with the appropriate pest control category(ies) at each principal and branch location (FAC section 11701.5)
- Fulfill financial responsibility requirement (FAC section 11701[e][2] and 3 CCR section 6524)
- Fictitious Business Name Statement from the County Clerk's Office (FAC section 11702[a])
- Certificate of Good Standing for companies that are corporations - obtained for a fee from the Secretary of State (FAC 11702[a])
- License fee of \$160.00 per year for the principal location and \$80.00 per year for each branch location (FAC section 11703)

**Additional Requirements!**

- Register with the county agricultural commissioner (CAC) in each county where work is performed (FAC section 11732)
- Retain pest control application notification records (NOIs) for two years (3 CCR section 6619)
- Retain records of pesticide use for two years (3 CCR section 6624)
- Submit pesticide use report records to CAC (3 CCR sections 6626 and 6627)
- Have valid permits for restricted materials used (3 CCR section 6632)
- Written recommendations retained for one year (FAC section 12004)
- Businesses that perform pest control using an aircraft must have a person who holds a valid Journeyman Pest Control Aircraft Certificate (FAC section 11901)
- Federal Aviation Administration (FAA) Operating Certificate required to operate as a commercial agricultural aircraft operator.

References: Food and Agricultural Code sections 11403, 11701 - 11741 and  
 Title 3, California Code of Regulations section 6522 - 6524.






# Final Softscape South County PSA

Final Audit Report

2025-04-04

Created:	2025-04-04
By:	Monica Rossow (mrossow@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAArAaR1P3Y36K8vysPPxt4yldbkfj-mjeM

## "Final Softscape South County PSA" History

-  Document created by Monica Rossow (mrossow@rivco.org)  
2025-04-04 - 5:35:32 PM GMT
-  Document emailed to Humberto Chanocua (humbertoc@softscapescorp.com) for signature  
2025-04-04 - 5:35:45 PM GMT
-  Email viewed by Humberto Chanocua (humbertoc@softscapescorp.com)  
2025-04-04 - 8:55:18 PM GMT
-  Document e-signed by Humberto Chanocua (humbertoc@softscapescorp.com)  
Signature Date: 2025-04-04 - 8:59:23 PM GMT - Time Source: server
-  Agreement completed.  
2025-04-04 - 8:59:23 PM GMT