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

**ITEM:** 3.29
(ID # 27930)
**MEETING DATE:**
Tuesday, September 09, 2025

**FROM :** TLMA-TRANSPORTATION

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of the Professional Service Agreement for Landscape Maintenance Services in the area known as the March Zoning Area, formally March JPA, between the County of Riverside and Brightview Landscape Services, Inc., without seeking competitive bids, for FY 25/26; District 1. [$1,000,000 Total Cost - 100% March JPA LLMD No. 1 Funds]

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

1. **Ratify and Approve** the Professional Service Agreement with BrightView Landscape Services, Inc. for Landscape Maintenance Services in the area known as the March Zoning Area, formally March JPA, without seeking competitive bids, for an annual amount of $1,000,000 for one year, from July 1, 2025 through June 30, 2026, and authorize the Chair of the Board to sign three (3) copies of the Agreement on behalf of the County;
2. **Direct** the Clerk of the Board to retain one (1) copy of the Agreement and return two (2) copies of the Agreement to Riverside County Transportation and Land Management Agency (TLMA) for distribution;
3. **Authorize** the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that make modifications to the scope of services that stay within the intent of the Agreement; and,
4. **Authorize** the Purchasing Agent to issue Purchase Orders to BrightView Landscape Services, Inc. in an amount not to exceed $1,000,000 for invoices received for landscape maintenance services that are consistent with the Professional Service Agreement.

**ACTION:Policy**

Dennis Acuna, Director of Transportation 7/23/2025

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

| | |
|---|---|
| Ayes: | Medina, Spiegel, Perez and Gutierrez |
| Nays: | None |
| Absent: | Washington |
| Date: | September 09, 2025 |
| xc: | Transp. |

Kimberly A. Rector
Clerk of the Board
By: _____ Deputy

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

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|---|---|---|---|---|
| COST | $ 1,000,000 | $ 0 | $ 1,000,000 | $ 0 |
| NET COUNTY COST | $ 0 | $ 0 | $ 0 | $ 0 |

| | |
|---|---|
| **SOURCE OF FUNDS:** 100%, March JPA LLMD 1<br>There are no General Funds used in this project | **Budget Adjustment:** No<br>**For Fiscal Year:** 25/26 |

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

**BACKGROUND:**

**Summary**

The March Joint Powers Authority (March JPA) was established in 1993 via a Joint Powers Agreement between the Cities of Moreno Valley, Perris, Riverside, and the County of Riverside, to ensure the effective reuse of the former March Air Force Base, which was realigned from an active-duty base to a reserve base. Among the primary objectives for forming the March JPA was to prevent the loss of thousands of jobs and millions of dollars, ensure the long-term viability of the airport, and facilitate economic development within the region. The former air base served as a critical economic generator for the region and to preserve its function as an operational, joint use airfield. The March JPA was granted land use and public utility authority and designated as the Successor Agency and March Inland Port Authority. The March JPA was also tasked with the provision of municipal services to the March JPA area.

On Tuesday, April 18, 2023, as Agenda Item 3.10, the Board of Supervisors approved the Fourteenth Amendment to the Joint Powers Agreement among the Member Agencies relating to the March Joint Powers Authority; Approval of the Tax and Revenue Sharing Agreement among the Cities of Moreno Valley, Perris, Riverside and the County of Riverside through August 1, 2041; and Approval of the Amended Restated Municipal Services Agreement between the County of Riverside and the March JPA for the Provision of Governmental Municipal Services from July 1, 2023 to June 30, 2025. Pursuant to the Fourteenth Amended JPA Agreement, the March JPA transferred its land use authority to the County on July 1, 2025

On Tuesday, June 24, 2025, as Agenda Item 3.81, the Board of Supervisors approved a Joint Resolution between March JPA and the County of Riverside setting forth mutually agreed upon terms and conditions of March JPA Landscaping and Lighting Maintenance District No.1 (March JPA LLMD No.1). The County of Riverside Transportation Department is requesting to continue the Landscape Maintenance Services as provided by Brightview Landscape Service Inc., of Riverside through a single-source request (County Purchasing approved 26-013). The Contractor has experience with institutional knowledge of existing irrigation systems/irrigation software and landscape maintenance areas on the project. As County Staff becomes more familiar with the project's specific needs, a new scope of service will be prepared in preparation of future bid documents. Based on the estimated contract amount and extensive scope of work, any future landscape maintenance contract will need to be approved by the Board of Supervisors.

The County may terminate the Professional Services Agreement (PSA) without cause upon thirty (30) days written notice served upon the Contractor stating the extent and effective date of termination. Contractor may terminate the PSA without cause upon ninety (90) days written notice served upon the County stating the extent and effective date of termination. County may, upon five (5) days written notice, terminate the PSA for Contractor's default, if Contractor refuses or fails to comply with the terms of the PSA 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 the County.

**Impact on Residents and Businesses**

The approval of this PSA 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 comes from property tax assessments through the March JPA LLMD No.1.

**Additional Fiscal Information**

The March JPA LLMD No.1. Fiscal Year 2025/2026 Engineers Report included a line-item amount of $1,018,900 for landscaping to be funded through special assessments from the LLMD area. The $1,000,000 in contracted expense and the associated revenue was included in the FY2025/26 Department Budget approved June 24, 2025.

The PSA is also inclusive of roughly 30% in contingency for items outside the scope of regular landscape maintenance services, including but not limited to: deferred landscape maintenance items by the MJPA, 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 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 County does reserve the right to procure parts and materials separately and/or bid items with other contractors for proposals submitted as contract contingency work.

**Contract History and Price Reasonableness**

On August 8, 2019 the March JPA Commission authorized the advertising of a Request for Proposal (RFP) for landscape services for the March JPA LLMD No.1, the Green Acres project, and the March Inland Port (MIPAA) landscape maintenance services. On January 31, 2020 the March JPA received six (6) qualified bids for the landscape maintenance services for March JPA LLMD No.1.

The lowest bidder was Brightview Landscape Services. Inc:

| Company | LLMD North Campus | LLMD South Campus | MIP Airport | Green Acres |
|---|---|---|---|---|
| Bemus | $22,000 | $21,850 | $900 | No bid |
| Greentech | $19,500 | $10,350 | $5,800 | $15,000 |
| C.G Landscape | $22,141 | $14,769 | $681 | $16,067 |

| | | | | |
|---|---|---|---|---|
| Brightview | $17,877 | $10,387 | $495 | $22,997 |
| Priority Landscape | $18,325 | $6,300 | $7,850 | $26,400 |
| Mariposa | $38,605 | $24,320 | No bid | $47,287 |

** Information above is reproduced from the March JPA (MJPA) Operations – Consent Calendar Agenda Item No. 8a (4) from February 12, 2020**

On February 12, 2020, as Agenda Item No. 8a (4), March JPA entered into an agreement with Brightview Landscape Services, Inc for March JPA LLMD No.1 for $339,168 with an agreement term of one year with four (4), one-year options to renew with a commencement date of February 15, 2020 through February 11, 2021. On March 24, 2021, as Agenda Item No. 8a (6), March JPA renewed the agreement with Brightview Landscape Services, Inc. for an additional one-year term.

On August 10, 2022, as Agenda Item No. 8 (2), March JPA approved an Amendment No.1 (extension #2) of the agreement with Brightview Landscape Services, Inc. This amendment removed MIPAA scope and other non-LMD properties and assets from the agreement. The agreement added controllers' area tables, irrigation controller area maps, clarifications of General Conditions, and the addition of monthly maintenance schedules. The agreement proposed a $40,546.88 monthly flat fee. The Amendment No.1 (extension #2) is the base document referenced as Exhibit 'A' Scope of Services in the County's proposed PSA with Brightview Landscape Maintenance Services, Inc.

On August 9, 2023, as Agenda Item No. 8(6), March JPA renewed the agreement with Brightview Landscape Services, Inc as extension No. 3 incorporating a 5% increase on the existing monthly cost and adding additional areas into the LMD area based on a square foot cost ($0.04) incorporated in the August 10, 2022 contract extension.

All other provisions remain the same:

| LLMD Area | Existing Cost per Month | New Cost per Month | Cost per Year |
|---|---|---|---|
| Existing LMD Area | $40,546.88 | $42,574 (+5%) | $510,888 |
| War Dog Park | New Area | $3,400 | $40,800 |
| Barton Ave /Gless Ranch | New Area | $2,720 | $32,640 |
| Caroline Way | New Area | $2,961 | $35,532 |
| Coyote Bush Road | New Area | $2,003 | $24,036 |
| Van Buren Extension | New Area | $4,056 | $48,672 |
| | TOTALS | $57,714 | $692,568 |

On August 14, 2024, as Agenda Item No. 8 (13), March JPA approved Amendment No. 2 (extension #4) of the agreement with Brightview Landscape Services, Inc. This amendment added additional LMD areas, incorporated a 4% increase on existing areas, and established a contract term ending July 31, 2025.

All other provisions remain the same:

| LLMD Area | Existing Cost per Month | New Cost per Month | Cost per Year |
|---|---|---|---|
| Existing LMD Area | $57,714 | $60,023 (+4%) | $720,271 |
| SW Krameria and Bundy Ave | New Area | $1,000 | $12,000 |
| SE Krameria and Bundy Ave | New Area | $450 | $5,400 |
| Van Buren Ext. weed abate | New Area | $110 | $1,320 |
| Van Buren Ext Bioswale | New Area | $110 | $1,320 |
| | TOTALS | $61,693 | $740,311 |

The proposed PSA includes Exhibit 'B' Payment Provisions acknowledging the March JPA Amendment #2 (extension #4) contract costs. Additionally, within Exhibit 'B', specific annual cost items were removed from the monthly cost and identified as an as-needed cost. Some of the items noted as annual tasks may be performed by County of Riverside Transportation Department forces if determined to be cost effective using Department staff and equipment.

| Historic Costs FY 2024/25 for Reference | | | |
|---|---|---|---|
| Description | Monthly Cost | Annual Cost | Notes |
| LMD Scope of Service per attached Exhibit 'A' & Exhibit A-2 from MJPA August 14, 2024 Item No. 8 (13) | $61,693 | $740,311 | Monthly Cost per previous MJPA Contract |
| | | | |
| EXHIBIT B - PAYMENT PROVISIONS | | | |
| Description | Monthly Cost | Annual Cost | Notes |
| PSA Scope of Service, minus annual requirements below* noted as extra work as needed | $58,610 | $703,320 | Revised Monthly Cost excluding annual maintenance actions |
| Extra Work if Directed | | | |
| As Needed Services | | $259,680 | |
| *Annual Weed Abatement | | $23,000 | extra work as-needed |
| *Annual Mulch Refresh | | $4,000 | extra work as-needed |
| *Fall Turf Renovation | | $5,000 | extra work as-needed |
| *Spring Turf Renovation | | $5,000 | extra work as-needed |
| Extra Work & As Needed Services Amount | | $296,680 | |
| Total Contract Amount $1,000,000 | | | |

**ATTACHMENTS**:
Professional Service Agreement with Brightview Landscape Services, Inc.
Summary BOS Agenda June 24 2025 Item 3.81 (6/24/25 3.81)
Contract Summary of MJPA and Brightview
Single Source Justification (26-013)

Stacy Orton
Stacy Orton, Assistant Director of Purchasing 7/23/2025

Crystal Carrillo
Crystal Carrillo, Senior Management Analyst 9/3/2025

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel 8/26/2025

# PROFESSIONAL SERVICE AGREEMENT

**for**

# LANDSCAPE MAINTENANCE SERVICES FOR THE TRANSPORTATION DEPARTMENT

## MARCH L&LMD No. 1

## LOCATION: MARCH JPA

**between**

## COUNTY OF RIVERSIDE

**and**

## BRIGHTVIEW LANDSCAPE SERVICES, INC.



SEP 0 9 2025 3.29

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This Agreement is made and entered into this ___ day of _____, 2025, by and between BRIGHTVIEW LANDSCAPE SERVICES, INC., a California corporation, (herein referred to as "CONTRACTOR") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

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

**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 July 1, 2025 (herein referred to as "Effective Date") and continues in effect through June 30, 2026, 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 million dollars ($1,000,000) 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:

TLMA-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-98836-00268-06/26); 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. CONTRACTOR may terminate this Agreement without cause upon ninety (90) days written notice served upon the COUNTY 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) BRIGHTVIEW LANDSCAPE SERVICES, INC. DIR # 1000005364**

**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, 8th Floor
Riverside, CA 92501
Attn: Mark P. Hughes

**CONTRACTOR**
Brightview Landscape Services, Inc.
715 W. La Cadena Drive
Riverside, CA 9250
Attn: Branch Manager

**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.

**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 $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than $2,000,000 per occurrence combined single limit. If such insurance

contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment are 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 a minimum of 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. If CONTRACTOR insurance carrier(s) policies does not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement. 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 to do so on its behalf 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 Management'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

By: _____
V. Manuel Perez
Chair, Board of Supervisors

Dated: SEP 0 9 2025

**BRIGHTVIEW LANDSCAPE SERVICES, INC.,** a California corporation

By: _____
Enrico Marogna
Senior Vice President, SoCal

Dated: 8/20/2025

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Danielle Maland
Deputy County Counsel



SEP 0 9 2025 3.29

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

The following services and terms and conditions of the "March Joint Powers Authority LLMD No. 1 SCOPE OF SERVICES & GENERAL CONDITIONS" attached hereto are incorporated herein by reference:

Section 1 – SCOPE OF WORK
Section 2 – WORK SITES
Section 5 – VANALISM/THEFT/DAMAGE
Section 6 – PROPOSAL
Section 7 – COMPLETION OF WORK
Section 10 – CONTACTOR LIABLITY
Section 12 – HAZARDOUS CONDITIONS
Section 13 - CONTRACTOR STAFF
Section 14 – LOCAL OFFICE
Section 15 – STORAGE FACILITIES
Section 16 - SIGNS
Section 17- LOCK AND KEYS
Section 18 – UTILITIES
Section 19 – NON-INTERFERENCE
Section 20 – PARKING
Section 21 – LITTER
Section 22 – USE OF CHEMICALS
Section 23 – DISEASE AND PEST CONTROL
Section 24 – WEED CONTROL
Section 25 – METHOD OF IRRIGATION
Section 26 – IRRIGATION INSPECTION
Section 27 – IRRIGATION MAINTENACE AND REPAIRS
Section 28 – WATER CONSERVATION
Section 29 – IRRIGATION CONTROLLER PROGRAMMING
Section 30 – TURFGRASS CARE
Section 31 – GROUND COVER CARE
Section 32 – SHRUB CARE
Section 33 – TREE CARE
Section 34 – GENERAL CLEANUP
Section 35 – NATURAL AREAS AND DETENTION BASINS
Section 36 – MISCELLANEOUS REPAIRS/REPLACEMENT
Section 37 – GRAFFITI
Section 38 – EMERGENCY CALLS
Section 39 – EXTRAORDINARY SERVICES
Section 40 – REPORTING DAMAGE OR MALFUNCTION
Section 42 – ADDITION OR DELETION OF LANDSCAPE AREAS
Section 43 – DISCREPANCIES OR OMISSIONS
Section 45 - ADDITION OR DELETION OF LANDSCAPE PROJECT AREAS

All other services and terms and conditions of the "March Joint Powers Authority LLMD No. 1 SCOPE OF SERVICES & GENERAL CONDITIONS" attached hereto that are not specifically incorporated herein by reference shall not apply including:

Section 3 – LENGTH OF CONTRACT
Section 4 – DEFINITIONS
Section 8 – INVOICING OF WORK
Section 9 – ADDITIONAL WORK
Section 11 – INSPECTION
Section 41 – COMPENSATION FOR ROUTINE MAINTENANCE
Section 44 – MINOR MODIFICATION
Section 46 – CONTRACTOR NON-COMPLIANCE

All references to "March Joint Powers Authority", the "Agency" or "March JPA" or "MJPA" therein shall refer to "COUNTY".

All references to "Executive Director" therein shall refer to "COUNTY's Director of Transportation or Approved Designee as determined by the COUNTY's Director of Transportation".

All references to "Contractor" therein shall refer to "CONTRACTOR".

All references to "Contract" therein shall refer to this "Agreement".

Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

Edited August 24, 2022

**March Joint Powers Authority**
**LLMD No. 1**

**SCOPE OF SERVICES & GENERAL CONDITIONS**

1 SCOPE OF WORK

A. The intent of this Agreement is to secure a contractor(s) who shall provide THE COMPLETE LANDSCAPE MAINTENANCE OF VARIOUS LOCATIONS THROUGHOUT THE MARCH JOINT POWERS AUTHORITY AREAS.

B. The Contractor shall furnish all labor, tools, materials, and equipment to provide the landscape maintenance and repairs as set forth in this Agreement.

C. All Work shall be done in a professional, thorough and workman like manner to the satisfaction of the Executive Director, or authorized agent, and comply with all legal construction and landscape maintenance practices. The premises shall be maintained at the level of service provided for in these specifications **at all times**.

D. The Contractor shall have the duty to provide complete landscape maintenance of all the project areas, including, but not limited to, the following:

1. Fertilize, under-trim trees and shape shrubs
2. Fertilize and trim ground cover areas
3. Fertilize, mow and edge turfgrass areas
4. Consistently maintain all V-ditch and storm drains to be devoid of all debris, weeds, sediment and litter.
5. Consistently maintain the project areas with horticulturally acceptable growth and color
6. Consistently maintain the project areas to be devoid of weeds
7. Consistently maintain the project areas to be devoid of weeds five (5) feet out into the curb, gutter and street and edge of landscape area
8. Consistently maintain the project areas to be devoid of diseases, rodents and pests
9. Consistently maintain the project areas to be devoid of litter
10. Consistently maintain the project areas to be devoid of safety hazards
11. Consistently maintain the project areas to be devoid of unsafe walkways
12. Consistently maintain the project areas to be devoid of blocked drainage systems
13. Consistently maintain the project areas to be devoid of malfunctioning irrigation systems
14. Consistently maintain the project areas to be devoid of graffiti and paper like signs and/or stickers
15. Program, monitor, adjust and maintain all irrigation system controllers and radio communication
16. Perform extra work as directed and approved.

E. The Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification. Emergencies that involve maintenance work included in these general conditions shall not be compensated.

F. The Contractor shall perform a weekly maintenance inspection, during daylight hours, of all areas. Such inspection shall be both visual and operational. It shall include, but not be limited to, the operation of all irrigation and/or other mechanical systems to check for proper condition and reliability. A weekly maintenance inspection report will be submitted to the March JPA.

Edits:
*Section 31G Bare Ground*, was 240 Cu yards, now 120 cu yards per Location
*Section 34, Enhanced Corners* has been removed

Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

Edited August 24, 2022

2. WORK SITES

A. Work sites may include medians, parkways, parks, slopes, greenbelt area, fuel modification areas, detention basins or natural conservation areas.

B. An identification of the areas to be maintained is provided in the IRRIGATION CONTROLLER TABLES for NORTH CAMPUS and SOUTH CAMPUS.

C. Inventories supplied with this bid package are only approximate and may contain errors. It is the responsibility of the Contractor to accurately measure the individual project areas and to come to a final square footage summary for exact biding costs.

D. The March Joint Powers Authority reserves the right to make additions or deletions under this contract with written notice to the Contractor. The monthly compensation shall be adjusted by the monthly unit cost per square foot if any charges result in an increase or reduction in square footage maintained.

E. The March Joint Powers Authority reserves the right to make additions or deletions under this contract. Compensation shall be based on a per unit cost of work completed.

3. LENGTH OF CONTRACT

This PRIMARY contract shall terminate on August 10, 2023. The FIRST optional extension may be granted for a term of TWELVE (12) MONTHS, from August 10, 2023, through August 9, 2024, and any proposed increase shall be no greater than the CPI (Consumer Price Index) for the Riverside area, measured performance of the contractor and funding renewal. The SECOND optional extension may be granted for a term of TWELVE (12) MONTHS, from August 10, 2024 through August 9, 2025 and any proposed increase shall be no greater than the CPI (Consumer Price Index) for the Riverside area, measured performance of the contractor and funding renewal. All optional extensions of the contract are subject to approval by the Executive Director and are contingent upon funding and performance by the Contractor.

4. DEFINITIONS

A. Where "as directed", "as required", "as permitted", "approved", "acceptance", or words of similar importance are used, it shall be understood that the direction, requirement, permission, approval or acceptance of the March Joint Powers Authority, is intended unless otherwise stated.

B. The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by the March Joint Powers Authority, Executive Director, and working under this contract.

C. The use of the words "shall" and "may" shall be held to mean "mandatory" and "permissive" respectively.

5. VANDALISM/THEFT/DAMAGE

Contractor shall be responsible for reporting all damage, vandalism and theft of any existing landscaped areas or material, which are maintained under this contract. The repairs shall be made within 24 hours of receiving a notice to proceed by email or fax transmission. At no time shall damage by unknown sources remain unreported for a period exceeding 48-72 hours. Additional compensation will be provided **only with a signed written authorization** for costs that are directly related to the theft and/or vandalism.

Edits:
*Section 31G Bare Ground*, was 240 Cu yards, now 120 cu yards per Location
*Section 34, Enhanced Corners* has been removed

Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

Edited August 24, 2022

6. PROPOSAL

Contractor shall submit a written proposal on business letterhead with line items for individual material costs, labor cost and administrative costs as specified in this document within twenty-four (24) hours to the March Joint Powers Authority. Contractor shall secure written authorization for the repairs by the Executive Director, or authorized agent, within twenty-four (24) hours by fax transmission. For emergencies regarding public safety, a verbal approval by the March Joint Powers Authority Executive Director, may be obtained.

7. COMPLETION OF WORK

A. Work is to commence within twenty-four (24) hours after receiving March Joint Powers Authority approval.

B. The work is to be inspected by the March Joint Powers Authority, then invoiced as specified in the Section 8 of the General Conditions.

8. INVOICING OF WORK

Contractor shall submit on business letterhead, a photocopy of the original invoice(s) describing individual material costs and an invoice with line items for material costs, labor costs and administrative costs.
Each invoice must include the attached Irrigation Controller Table (Attachment 1) and as required, the approved prices from the table labeled "Unit Prices for North and South Campuses".

9. ADDITIONAL WORK

A. The Executive Director, may, at their discretion, authorize the Contractors to perform additional work. Additional work shall be defined as work not included in this Agreement.

B. Prior to the Contractor performing any additional work, the Contractor shall prepare and submit a written description of why the additional work is required, what type of work is proposed, and a cost estimate for the additional work. No work shall commence without written authorization from the Executive Director, or authorized agent. Notwithstanding the above authorization, when a condition exists where there is imminent danger of injury to the public or damage to property, the Executive Director, may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Executive Director, or authorized agent, for approval.

C. The cost estimate for additional work shall consist of the following elements:
   1. Base cost of labor plus fifteen percent (15%) for overhead and profit.
   2. Actual cost of materials plus fifteen percent (15%) for overhead and profit.
   3. Materials may be provided by the March Joint Powers Authority.

D. Written authorization from the Executive Director, shall be by the issuance of a Change Order. This Change Order shall be considered an amendment to this Agreement and approved by the Executive Director, or authorized agent, and Contractor.

E. All additional work shall commence on the specified date established and shall diligently proceed until completion; Contractor shall not use the labor force assigned to the contractual maintenance tasks to perform additional (extra) work.

Edits:
*Section 31G Bare Ground*, was 240 Cu yards, now 120 cu yards per Location
*Section 34, Enhanced Corners* has been removed

Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

Edited August 24, 2022

F. Upon completion of the additional work, the Maintenance Division Manager, or authorized agent, shall be notified so that the work may be verified.

G. The Contractor shall submit an invoice for compensation with attached photocopies of original invoices for materials. Compensation shall not exceed the written estimate. The Contractor's invoice shall be subject to audit and review by the March Joint Powers Authority prior to payment.

H. The March Joint Powers Authority reserves the right to repair or contract with a third Party to perform such additional work.

10. CONTRACTOR LIABILITY

A. All damage to existing improvements located within areas and adjacent to areas under construction, which in the opinion of the Executive Director, due to the Contractor's operation, shall be repaired or replaced at the Contractor's expense with exact (existing) materials and in an approved manner.

B. Such repairs or replacements shall be performed by the Contractor at no cost to the March Joint Powers Authority and shall be accomplished as directed by the Executive Director or authorized agent. Repairs shall be made immediately after damage or alteration occurs. Deductions shall be made from the contractor's payments in the amount necessary to compensate the March Joint Powers Authority for such repairs in the event such repair work is done by March Joint Powers Authority forces or another source.

**C. Irrigation damage shall be repaired or replaced within the following time limits:**
1. **Irrigation entities such as, but not limited to, risers, heads, backflow device and valves that are damaged during regular routine maintenance and become non-functional or non-efficient shall be replaced immediately**
2. **Mainline irrigation breaks shall be repaired within two (2) hours of being notified.**
3. **All other irrigation repair and/or replacement shall be completed within 24 hours of being notified.**

D. All damages to turfgrass, groundcover, shrubs or trees shall, be repaired or replaced within seven (7) days of being notified. Damage to turf shall be repaired by replacement with the appropriate variety of sod; reseeding shall not be considered as an adequate repair. Damage to ground cover shall be repaired by replacement with the appropriate variety of plant material. Size and spacing shall be determined by the Executive Director, or authorized agent. Damage to shrubs may be corrected by appropriate pruning; however, if in the opinion of the Executive Director, or authorized agent, the damage is severe, the shrub shall be removed and replaced with a similar variety and size.

E. Damage to trees shall be repaired in the following manner:
1. Minor damage, such as bark lost from mechanical equipment shall be remedied by a certified Arborist.
2. If the damage results in the loss of the tree, or, if in the opinion of the Executive Director, or his authorized agent, the damage is severe, the damaged tree shall be removed and replaced with a similar variety and size.
3. All damage resulting from chemical application and/or operation, either by spray-drift, improper application, lateral leaching, or other means shall be corrected in accordance with the previous provisions and the soil conditioned to ensure its ability to support plant life.
4. All work shall be inspected, verified, and completed to the satisfaction of the Executive Director, or authorized agent.

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Edited August 24, 2022

11. INSPECTION

The March Joint Powers Authority and an appointed representative of the Contractor shall conduct a weekly walkthrough to inspect each individual work area. This inspection is to ensure adequacy of maintenance, methods of performing the work are in compliance with the contract and allow all deficiencies to be corrected prior to invoice submission and payment. However, this shall not be construed to relieve the Contractor of the duty to provide continuous inspection of individual work areas. Discrepancies and deficiencies in the Contractor's work shall be brought to the attention of the Contractor and corrected in the manner prior to invoicing and payment.

12. HAZARDOUS CONDITIONS

It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any areas within this Agreement unsafe, as well as any unsafe practices occurring thereon. The March JPA shall be notified immediately of any unsafe condition that requires major correction. The Contractor shall be responsible for making minor corrections including, but not limited to, filling holes in landscaped areas, diverting water sheet flow, using barricades or traffic cones to alert persons of the existence of hazards and replacing valve box covers so as to protect all persons from injury. The Contractor shall inspect all work sites for hazards, or potential hazards in the contractual areas on a daily basis. During the required inspection of all work sites for hazards, or potential hazards, the Contractor shall keep a log indicating the date the area was inspected, any unsafe conditions, and the action taken.

13. CONTRACTOR STAFF

A. The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, to the satisfaction of the Executive Director, or authorized agent, all work required under this contract during the prescribed hours. Staffing shall be adequate enough to complete the maintenance/construction required in each area. Payment will be based upon completed, acceptable work. Incomplete or unacceptable work will result in a delay or reduction of billing payment.

B. The Contractor shall have competent supervisors on the job at all times when work is being performed who are capable of communicating effectively both in written and oral English, and discuss matters pertaining to this contract. Supervisors must be able to demonstrate to the satisfaction of the Executive Director, or authorized agent, that they possess adequate technical background. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high-quality work, which will be acceptable to the Executive Director, or authorized agent. Any order or communication given to the supervisor shall be deemed as delivered to the Contractor.

D. The contractor shall provide the minimum staffing requirements for the sites awarded to them. Any reduction in staff assigned to the contract areas will result in a deduction of $200.00 per man for each day there is non-compliance, in the event of the contractors staff being absent for personal reasons you will be required to fill in the vacancy created to conform with the minimum staffing requirements.

E. The Contractor, and their employees, shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. The Executive Director, or authorized agent, may require a Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the March Joint Powers Authority.

Edits:
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F. The Contractor shall require each of his employees to wear basic public works working attire. These are basically proper shoes, and other gear required by State Safety Regulation, and proper wearing of the clothing. Shirts shall be worn and buttoned at all times; safety vests are required when indicated by the Work Area Traffic Control Handbook, the Executive Director, or authorized agent.

G. The Contractor and their employees shall be trained in the safe work practices while working adjacent to streets and highways. It is the responsibility of the contractor to provide training and enforcement of their employees to ensure that they are setting up proper traffic control measures while working in and adjacent to streets, roads and highways as outlined in the State of California "Manual of Traffic Controls" current edition, and the "Work Area Traffic Control Handbook."

H. The Contractor shall establish an identification system for personnel assigned to the construction site, which clearly indicates to the public the name of the Contractor and individual responsible for the construction work. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and name badges.

I. During inclement weather, (rain, wind etc.) the contractor shall be required to provide a minimum of half of their staff to perform work per the March Joint Powers Authority's direction.

14. LOCAL OFFICE

A. The Contractor shall maintain an office with a telephone and provide at all times the following:
   1. A responsible person(s), employed by the Contractor, which shall have the ability to take necessary action regarding all inquiries and/or complaints received from the Executive Director, or authorized agent.
   2. This person(s) shall be accessible twenty-four (24) hours per day and seven (7) days per week
   3. An answering service shall be considered an acceptable substitute to full-time coverage, outside of prescribed working hours, provided the Contractor is notified of any communication within one (1) hours after receipt of said communication.

B. During normal working hours, the Contractor's supervisors, who are responsible for providing contractual services, shall be available for notification through pager, radio or cellular telephone communication.

15. STORAGE FACILITIES

The March Joint Powers Authority shall not provide any storage facilities for the Contractor.

16. SIGNS

Contractor shall not post signs or advertising matter upon the areas under maintenance or improvements thereon, unless prior written approval is obtained from the Executive Director, or authorized agent.

Contractor shall, at all times, remove all unauthorized signs and advertising matter such as, but not limited to, garage sale signs, yard sale signs, campaign signs and personal business signs in the area under maintenance.

17. LOCK AND KEYS

A. Where March Joint Powers Authority locks and keys are required as part of this contract, the Contractor shall:
   1. Not duplicate any coded March Joint Powers Authority key furnished by the March Joint Powers Authority.

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2. Surrender all keys furnished by the March Joint Powers Authority promptly at the end of the contract period, or at any time-deemed necessary by the Executive Director, or authorized agent, to prevent loss to the March Joint Powers Authority.
3. Protect the security of the March Joint Powers Authority property by keeping controller cabinets and enclosure doors locked at all times.
4. Contact the March Joint Powers Authority immediately if a security lock is non-functional and needs repaired.
5. Refrain from using premises behind locked doors for storage of materials, supplies or tools except as approved by the Executive Director, or authorized agent.

18. UTILITIES

The March Joint Powers Authority shall pay for the maintenance-related water and electrical utilities. Water usage shall not exceed the amount required to comply with schedules established by the Western Municipal Water Districts allocated budgets. **The Contractor shall be charged for all excessive utility usage due to the contractor's failure to monitor irrigation system, comply with "over budget alerts." malfunctions or unauthorized increases in water usage**. The excess cost will be determined by the Water bill and allocated budgets. The excess cost factor shall be deducted from payments to the Contractors. However, the Contractor will be allowed five (5) working days, upon receiving notice, to explain in written documentation the cause of the increase in utility usage in question.

19. NON-INTERFERENCE

The Contractor shall not interfere with the public use of the premises and shall conduct their operations so as to offer the least possible obstruction and inconvenience to the public, nor disrupt the peace and quiet of the area within which the services are performed.

20. PARKING

A. The Contractor shall park his vehicles and equipment within designated parking areas or in such a location to insure normal vehicular traffic.

B. The Contractor's vehicles and equipment shall not be parked or set in such a manner that they block pedestrian access, bicycle lanes or vehicular right-of-way except as required to comply with all safety standards of OSHA or CAL-OSHA.

21. LITTER

All areas in the work sites shall be kept free of, but not limited to, the following items: bottles, glass, cans, paper, cardboard, metallic items, feces, dead animals/roadkill and other debris **prior to leaving site on a daily basis (Monday – Friday)**. The Contractor shall promptly remove from the work area, all debris generated by their performance and dispose of the debris in a legal manner.

22. USE OF CHEMICALS

A. The Contractor shall submit a list of all chemical herbicides, pesticides, and rodenticides proposed for use under this contract for approval by the Executive Director, or authorized agent with the signed contract. Materials included on this list shall be limited to chemicals approved by the State of California Department of Food and Agriculture and shall include the exact brand name and generic formulation. The use of any chemical

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on the list shall be based on the recommendations of a California State Licensed Pest Control Advisor where required by law.

B. The use of chemicals shall conform to the current Riverside County Agriculture Commissioner regulations. No chemical herbicide, rodenticide or pesticide shall be applied until its use is approved, in writing, by the Executive Director, or authorized agent as appropriate for the purpose and area proposed.

C. The Contractor shall submit to the Executive Director, or authorized agent, with the signed contract, the chemical application program they intend to implement within specified landscape maintenance areas. The chemical application program will include a quarterly application of pre- herbicides to completely cover all bare ground areas within the landscape development to control weed growth. In a weekly landscape program of post-emergent applications will be carried out to keep undesirable vegetation from growing. A dye indicator shall be used with all spray applications.

D. A list of acceptable herbicides:

| Turf Indicator | Post-Emergent's | Growth Regulators | Pre-Emergent |
|---|---|---|---|
| Blazon | Glyphosate | Atrimmec | Surflan |
| | Razor | | Pennant |
| | Turflon | | Pendulum |
| | Speed Zone | | Snap Shot |

Nutsedge control will need two applications of proper chemical to be applied the last week of March and a second application will be applied the first week of July to achieve adequate seasonal control. An application of Atrimmec shall be applied to vigorous growing shrubs within Landscape Maintenance Project areas at the beginning of April, July and October. A two (2) ounce per gallon with an activator mix will achieve desirable growth control of said shrubs. Required spray equipment will consist of at least one (1) large spray rig of 200-gallon capacity or more and a backpack sprayer provided for each crew performing daily landscape maintenance.

23. DISEASE AND PEST CONTROL

A. The Contractor shall inspect all landscaped areas for the presence of disease, snail, insect or rodent infestation on a weekly basis. The Contractor shall report any applied treatments with their next monthly billing. The Contractor shall identify the disease, snail, insect or rodent and specify control measures to be taken. The Contractor shall implement control measures, exercising extreme caution in the application of all spray materials, dust or other materials utilized. Approved control measures shall be continued until the disease, snail, insect or rodent is controlled to the satisfaction of the Executive Director, or authorized agent. The Contractor shall utilize all safeguards necessary during disease, snail, insect or rodent control operations to ensure safety of the public and the employees of the Contractor.

B. The Contractor shall perform, at their sole expense, the following services:
   1. All work involving the use of chemicals will be accomplished by a State of California licensed pest control operator. A written recommendation by a person possessing a valid California Pest Control Advisor License is required prior to chemical application where required by law.
   2. All chemicals requiring a special permit for the use must be registered by the Contractor with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Executive Director, or authorized agent, prior to use.

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3. A copy of all forms submitted to the County Agricultural Commissioner shall be given to the Executive Director, or authorized agent, on a monthly basis.
4. All regulations and safety precautions listed in the Pesticide Information and Safety Manual published by the University of California will be adhered to.
5. Contractor shall have on the work site at all times, a Material Safety Data Sheets. Sheet for each chemical that is being applied that day.

24. WEED CONTROL

For the purpose of these specifications, a weed will be considered as "any undesirable or misplaced plant". All areas within the specified maintenance area, including but not limited to, turfgrass, shrub and ground cover areas, planters, tree wells, and landscape areas shall be kept free of weeds at all times. Weed removal shall consist of complete removal of all weeds, including top growth and roots, as the weeds appear. Weed control shall be performed weekly. All areas are to be weed free. Weeds shall be controlled either by hand, mechanical or chemical methods; however, the Executive Director, or authorized agent, may restrict the use of chemical weed control in certain areas. Any weeds over twelve inches (12") tall shall be knocked down by mechanical means first and then sprayed immediately with a post-emergent herbicide.

25. METHOD OF IRRIGATION

Irrigation shall be managed by the use of the existing Calsense System. Contractor shall be required to comprehensively manage all aspects of the irrigation system and monitor the computer system **daily (Monday-Friday). The irrigation staff shall have access to a computer/tablet, smartphone, printer and email to log into the Calsense system and monitor alerts and budgets.** However, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas in the work site.

All areas receiving marginal coverage shall be irrigated by a portable irrigation method. The Contractor shall furnish all hoses, nozzles, sprinklers, etc., necessary to accomplish this supplemental irrigation. Only a qualified and trained irrigation tech with verified Calsense experience must work on the irrigation system. Any other unqualified irrigation tech will warrant deductions of $200.00 per incident.

26. IRRIGATION INSPECTION

The Contractor shall initially inspect and familiarize themselves with the entire irrigation system at all work sites and identify all needed repairs. Required repairs shall be submitted to the Executive Director, or authorized agent, in a written statement **within one (1) week after the start date of the Maintenance Contract**. If a written statement, which documents required repairs, is not received by the Executive Director, or authorized agent, within the stated timeframe, the entire system shall be interpreted as fully operational, and deemed acceptable by the Contractor

27. IRRIGATION MAINTENANCE AND REPAIRS

A. All irrigation parts will be supplied by the contractor up to $1,500.00 a month per location, (North Campus and South Campus). Any **parts** exceeding the $1,500/00 monthly allotment per area will be supplied by the March Joint Powers Authority. The contractor will submit monthly statements of where parts have been installed in each area. The Contractor shall maintain all irrigation systems, at no additional **labor** cost to the March Joint Powers Authority, in such a way as to:
   1. Guarantee proper coverage and full working capability.

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2. Make whatever adjustments may be necessary to prevent over spray or excessive runoff into street rights-of-way or other areas not meant to be irrigated.
3. The March Joint Powers Authority will supply all irrigation parts for approved repairs. Contractor neglect is not included.

B. The Contractor shall supply irrigation tech to repair or replace inoperable irrigation equipment to maintain a fully operational system, including but not limited to, pressure pipes from the water meter to the control valves, all irrigation pipes, all manual and automatic valves, pumps used for the irrigation systems, backflow devices, filters, strainers, pressure regulators, sprinkler heads, irrigation clamps and stakes, anti-drain valves, quick couplers, electrical wiring from the controller to the solenoid valves, emitters, drippers, valve boxes, controllers, valve markers, batteries, fittings and risers. Maintenance includes, but is not limited, tightening of loose fittings and packing nuts; flushing sprinkler heads, pipes, nozzles, valves, filters, strainers, and backflow devices; adjusting sprinkler heads, anti-drain valves and pressure regulators, adjusting and lubricating controllers; and cleaning drip emitters. The Contractor shall repaint by hand all backflow devices, valve box lids and controller boxes, annually during the months of January and February; additional painting may be required as directed. Labor shall be provided at no additional cost to the March Joint Powers Authority. All irrigation materials will be supplied by the Contractor as per section 27.A.

C. Irrigation repairs shall be made within the following time limits:
1. Mainline irrigation breaks shall be repaired within two (2) hours of identification or notification.
2. All other irrigation repairs shall be made within one (1) day of identification or notification.

D. Replacement of irrigation components shall be with the same manufacturer of originally installed materials of the same size and quality. Substitutions must be approved by the Executive Director, or authorized agent, in writing prior to installation.

E. The March Joint Powers Authority shall review and verify all submitted repairs. Repairs may be completed by the following methods:
1. Authorized the Contractor to make appropriate repairs at the expense of the March Joint Powers Authority as described in Section 5. Use March Joint Powers Authority forces to make required repairs.
2. Use another source to make required repairs.

Upon completion of such repairs, the Contractor shall sign-off each individual area as being fully operational. The Contractor shall file a monthly statement with his invoice certifying that all irrigation systems are functioning properly. If the Contractor fails to submit this statement, the invoice will be rejected until such date the statement is received.

F. The Contractor shall inspect the operation of the irrigation system on a weekly basis for any malfunctions. In addition to regular testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported, the contractor is responsible for the inspection and certification of all backflow devices in their areas of service once per year, repairs to the backflow devices will be an extra.

G. All system malfunctions, damage and obstructions shall be recorded, reported to the Executive Director, or authorized agent, and corrective action taken.

28. WATER CONSERVATION

The Contractor shall turn off all irrigation systems during periods of rainfall and/or times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable

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maintenance practices. The Contractor shall comply with all County of Riverside, Western Municipal Water District and March Joint Powers Authority's Ordinances and/or Resolutions, which relate to water conservation. Failure to comply shall result in an equitable amount deducted from the Contractor's payment.

29. IRRIGATION CONTROLLER PROGRAMMING

A. While the Contractor has full responsibility for irrigation management, the Executive Director, or authorized agent reserves the right to change the irrigation schedule as the need develops.

B. Adequate soil moisture will be determined by programming the automatic sprinkler controllers as follows:

1. Whenever possible, automatic irrigation shall be programmed to operate between the hours of 9:00 P.M. to 6:00 A.M. The Contractor shall be responsible for reprogramming controller during inclement weather to conserve water.
2. In areas where wind creates problems of spraying water onto private property or road rights-of-way, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night (between the hours of 12:00 A.M. and 6:00 A.M.).
3. Consideration must be given to the soil conditions, seasonal temperatures, wind conditions, humidity, runoff and erosion potential, and the relationship of conditions, which affect day and night watering.
4. Extremely close attention shall be paid to the demands of the plants as influenced by their exposure to sun or shade. In addition, the variation in the size of plants, as well as varietals' differences must be considered.
5. The irrigation system will be controlled by the contractor in such a way as not to cause an excessively wet area, which could interfere with the Contractor's ability to mow all turfgrass.
6. A soil probe shall be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones. The results of these tests shall be submitted quarterly in writing to the Director.

C. The Contractor, at the request of authorized agent, shall submit a copy of the irrigation schedule for each individual controller. This information is to be readily available upon request or available at the controller.

D. All landscaped and turf areas shall be irrigated as required maintaining adequate growth and appearance with a schedule most conducive to plant growth.

30. TURFGRASS CARE

A. Turfgrass Mowing:
1. The Contractor shall mow all turfgrass with adequately sharpened rotary type mowers as to provide a smooth and even cut without tearing of turfgrass blades.
2. The blade adjustment shall provide a uniform, level cut without ridges, depressions or scalping.
3. All cool season turfgrasses such as, but not limited to, Fescue, Bluegrass and Ryegrass shall be cut at a three-inch (3") height with a power-driven mower throughout the year.
4. Turfgrass mowing heights may be adjusted by the Executive Director, or authorized agent, during periods of turfgrass renovation All turfgrass clippings shall be picked up and removed to a legal dumping site prior to vacating the work site after each mowing, use of recycling mowers is acceptable, excess clippings shall have to be removed if left on site due to contractors' operation.
5. Care shall be exercised to avoid depressions in the established grade from mowing when the soil is saturated.
6. The Contractor shall submit, in writing, a mowing schedule within ten (10) days after the start of the maintenance. This mowing schedule shall be approved by the Executive Director, or authorized agent.

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7. All areas shall be mowed once per week March 1st to October 31st and once every two weeks November 1st to February 28th.
   Any alteration of the approved mowing schedule shall be submitted in writing to the Executive Director, or authorized agent, for approval prior to implementation.

B. Turfgrass edging and trimming shall be performed once a week March 1st to October 31st and every two weeks November 1st to February 28th, at the time of mowing.

1. Edging of turfgrass shall be performed with a power edger containing a steel blade, the use of string trimmers to edge turf areas is not a practice acceptable to the March Joint Powers Authority, use of stick edger's is acceptable.
2. All turfgrass adjacent to sidewalks, curbs, mowing strips, shrub beds, and where no improved surface exists, shall be edged in a neat uniform line.
3. Trimming of turfgrass shall be performed along walls, and around valve boxes, water meter boxes, backflow devices, trees, shrubs, or any structures located within the turfgrass area.
4. Tree trunk protectors shall be provided and installed, at no additional cost to the March Joint Powers Authority, when string trimmers are utilized for trimming around the base of frees. The March Joint Powers Authority requires a sixteen-inch (16") diameter mulch ring around trees to eliminate continual string trimming.
5. A four-inch (4") barren strip shall be provided, and maintained, between turfgrass areas and adjacent ground cover. Edging of turfgrass and ground cover shall provide uniform delineation adjacent to this barren strip.
6. Trimming of plant material may be required around sprinklers to provide maximum irrigation coverage.
7. All clippings and trimmings shall be removed from the work site the same day work is performed and prior to a Contractor vacating the work site.

C. After mowing and edging is completed, all adjacent walkways and gutters shall be swept clean, blowing and disposing of grass clippings on to the storm drain system and/or streets shall not be permitted, if found contractor will face liquidating damages as follows; 1st violation $100.00, 2nd violation $500.00, 3rd violation and thereafter $1,000.00.

D. Turfgrass Fertilization
1. The turfgrass shall be continually fertilized a minimum of 2-times per year with additional application, as needed, to provide a healthy and vigorously growing turfgrass with horticulturally acceptable growth and color, as determined by the Executive Director, or authorized agent.
2. Fertilization shall be performed with a balanced fertilizer, consisting of a 3-1-2 ratio, at a rate of one (1) pound of actual Nitrogen per 1,000 square feet of area. Any change in the fertilizer ratio and/or rate shall be submitted in writing and approved by the Executive Director, or authorized agent, prior to usage.
3. The Contractor shall notify the Executive Director, or authorized agent, in writing, five (5) working days prior to any fertilizer application. This written document shall include the following:
   a. Location and exact date the fertilizer application will be performed.
   b. Type of fertilizer and method of application to be used.
4. The Contractor shall immediately irrigate after each fertilizer application.
5. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application.

E. Turfgrass Renovation
1. All sports fields and warm season turfgrass shall be renovated annually.
2. Renovation shall consist of aerating, verticutting, thatch removal and over-seeding.

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3. The Contractor shall notify the Executive Director, or authorized agent, in writing, five (5) working days prior to any renovation operation. This written document shall include the following:
   a. Location and exact date the renovation will be performed.
   b. Type of equipment and materials to be used.
4. Contractors shall remove all renovation-generated debris from the work site the day of the renovation operation and prior to vacating the work site.
5. All turfgrass shall be aerated between March 1st and March 31st and between October 1st and October 31st. Aeration shall be performed with an aerator machine which has one-half inch (1/2") to one inch (1") in diameter coring tines spaced no more than six inches (6") apart. The machine shall remove cores from the turf a minimum of four inches (4") in length.
6. Verticutting and thatch removal of warm season turfgrass shall be performed between September 1st and September 30th. Contractors shall cut all warm season turfgrasses to the soil line immediately before and after verticutting. Contractors shall verticut all warm season turfgrass with verticutting machine.
7. Over-seeding shall be performed within two (2) days after verticutting with properly calibrated seeders. Sports field and warm season turfgrass shall be over-seeded at a rate of eight (8) pounds of seed per 1,000 square feet. Stover's Grand Slam or equivalent 3 Blend Perennial Ryegrass Seed shall be used. Seed tags shall be provided to the Executive Director, or authorized agent.
8. Reseeding of bare spots shall be performed continually throughout the year to reestablish turf to an acceptable quality. Reseeding shall be performed with Stovers Grand Slam and Numex Sahara at a rate of eight (8) pounds per 1,000 square feet. Seed shall be topped with one-eighth inch (1/8") of topper. The topper must be approved by the Executive Director, or authorized agent, and shall not contain steer manure. The Executive Director, or authorized agent, may require the use of sod when deemed necessary. The Contractors shall be entitled to the wholesale cost of the sod only, provided the loss of turfgrass was not due to the negligence of the Contractor.

F. Turfgrass Irrigation

All turfgrass shall be adequately irrigated to maintain a healthy and attractive appearance. Irrigation runoff and over spray shall be minimized. Where possible, the turfgrass irrigation shall be on a separate program from other plant material irrigation. Turfgrass shall be irrigated in a method which promotes deep root growth.

31. GROUND COVER CARE

A. Ground covers are low growing plants that grow in colonies to form a solid mat over the surface of the ground.

B. Edging and Trimming of Ground Cover
   1. Edging of ground cover areas shall be performed Monthly.
   2. All ground cover adjacent to sidewalks, curbs, mowing strips, or where no improved surface exists, shall be edged in a neat, uniform line.
   3. All ground cover shall be continually trimmed at the drip line of all shrubs.
   4. All ground cover shall be continually trimmed along walls, valve boxes, water meter boxes, backflow devices, or other structures located within the ground cover area as determined by the Executive Director, or authorized agent.
   5. Thinning of ground cover may be required around sprinklers to provide maximum irrigation coverage.
   6. All clippings and trimmings shall be removed from the work site in a legal manner the same day work is performed and prior to the Contractor vacating the work site.
   7. After edging or trimming, the Contractor shall sweep, or blow clean all adjacent sidewalks or gutters.

C. Renovation of Ground Cover Areas

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Ground cover planting shall be thinned and pruned for the health of the planting and the appearance of the site, or as required by the March Joint Powers Authority.

D. Ground Cover Irrigation

All ground cover areas shall be adequately irrigated to maintain a healthy and attractive appearance. Irrigation runoff and over spray shall be minimized. Ground cover areas shall be irrigated in a method, which promotes deep root growth.

F. Ground Cover Fertilization

The ground cover shall be fertilized during growing season, minimum 2 times per year, to provide a healthy and vigorously growing ground cover with horticulturally acceptable growth and appearance, as determined by the Executive Director, or authorized agent. Fertilizing shall be performed with a balanced fertilizer, consisting of a 1-1-1 ratio, at a rate of one pound (1 lb.) actual Nitrogen per 1,000 square feet. Any change in the fertilizer ratio and/or rate shall be submitted in writing and approved by the Executive Director, or authorized agent, prior to usage. The Contractor shall immediately irrigate after each fertilizer application. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application. The Contractor shall notify the Executive Director, or authorized agent, in writing, five (5) working days prior to any fertilizer application. This written document shall include the following:

a. Location and exact date the fertilizer application will be performed.
b. Type of fertilizer and method of application to be used.

G. **All bare ground** or open planter areas and trees shall have "Forest Floor" mulch or equal applied to a depth of 3-inches one **(1) time** per year at no additional cost to the March Joint Powers Authority up to 120 yards (verified by shipping manifest) per location (North Campus and South Campus, This shall be done in March of each year. The goal of the March Joint Powers Authority is to have no bare ground areas.

32. SHRUB CARE

A. Pruning of Shrubs

All shrubs shall be pruned monthly or more frequently as determined by the Executive Director, or authorized agent, to encourage healthy growth habits, removal of dead or damaged branches, and maintain natural shape. Shrubs shall be pruned with sharp pruning tools. Shrubs shall be continually pruned, as necessary, to prevent encroachment of passageways, walks, streets, and view of signs. Shrubs shall be tapered to provide irrigation coverage and an aesthetically pleasing landscape. All pruning cuts shall be one-quarter inch (1/4") above a node (bud). No projections or stubs shall be allowed to remain. The Contractor shall remove all clippings the same day shrubbery is pruned and prior to vacating the work site. Pruning shall be done to maintain a well-groomed, natural growth habit, and encourage air movement through it. The Contractor shall notify the Executive Director, or authorized agent, five (5) working days prior to the annual shrub pruning, in writing, stating the exact location and date the annual shrub pruning shall be performed.

B. Shrub Fertilization

Shrubs shall be fertilized a minimum of 2 times per year or as directed by the Executive Director, or authorized agent. Foliar fertilization may be performed when appropriate.

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C. Irrigation Shrubs

All shrubs shall be adequately irrigated to maintain a healthy and attractive appearance. Irrigation runoff and over spray shall be minimized. Shrubs shall be irrigated in a method, which promotes deep root growth.

D. Shrub Replacement

All damaged, diseased (untreatable) or dead shrubs shall be replaced with the exact same species plant material that existed. Size of the replacement plant material is to be determined by the Executive Director or authorized agent. The Contractor shall be responsible for the complete removal and replacement of shrubs lost due to the Contractor's faulty maintenance or negligence, as determined by the Executive Director, or authorized agent. Substitutions or any plant materials must have prior written approval by the Executive Director, or authorized agent. Original plans and specifications shall be consulted to determine correct identification of species. All shrubs shall be guaranteed to live and remain in a healthy condition for no less than six (6) months from the date of installation, inspection and verification by the Executive Director, or authorized agent.

E. Care shall be taken to prevent soil build-up around the crown of shrubs.

33. TREE CARE

A. Tree Trimming

**The Contractor at no additional cost to the March Joint Powers Authority shall be responsible for all tree and palm pruning, including the removal of palm fronds and flower stalks up to fifteen (15) feet.** All trees are to be trimmed to ensure public and vehicle safety or as directed by the Executive Director, or authorized agent. Contractor shall have a Certified Arborist on staff to meet the following criteria:

**All Trees shall be pruned on a cycle of once every three years <u>at an extra cost</u>** approved by the Executive Director. At least one third (1/3) of trees must be trimmed annually as part of the tree trimming program. Tree trimming program must be included in the proposal submittal. All palm trees are to be trimmed to a 45-degree angle twice per year **<u>at an extra cost</u>** approved by the Executive Director. **The first palm pruning shall be in May and the second in November annually**. The Contractor shall notify the Executive Director, or authorized agent, except when pruning is required for public safety. All trees in the work site shall be maintained in their natural shapes. This work shall be accomplished in a manner, which will ensure that each individual tree is under trimmed carefully to promote the tree's health and appearance. All work shall be of the highest quality and performed in accordance with International Society of Arborists approved tree trimming standards. All trees shall be pruned within forty-eight (48) hours upon notification to remove or prevent encroachment where it blocks vision or encroaches in any manner deemed undesirable by the Executive Director, or authorized agent. All trees shall be continually maintained free of all dead, diseased and damaged branches back to the point of breaking. In cases where the dead, diseased or damaged branches are beyond the reach of a tree pruning pole saw being operated from ground level, the Contractor is to notify the March Joint Powers Authority within 24 hours. Cuts must be made flush with the collar to promote proper healing. Pruning tools shall be adequately sharpened to provide clean cuts and shall be properly sterilized to reduce spread of disease. All sucker growth is to be removed from trees as it occurs. The Contractor shall maintain all branches, which encroach sidewalks at a minimum height of twelve feet (12') clearance. The Contractor shall notify the March Joint Powers Authority within 24 hours of any branches encroaching beyond the curb line into the street that cannot be reached with a pole saw. All branches, which encroach over private property, shall be removed as directed. The Contractor shall not remove or disturb any tree central leader without prior written approval

Edits:
*Section 31G Bare Ground*, was 240 Cu yards, now 120 cu yards per Location
*Section 34, Enhanced Corners* has been removed

Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

from the Executive Director, or authorized agent. The Contractor shall give as part of his bid package a unit price to trim a tree complete and a tree removal price.

B. Tree Staking

The Contractor shall, at no additional cost to the March Joint Powers Authority, stake and tie all trees, which require support. Tree stakes shall be pentachlorophenol treated, 2" (or 3" where determined is necessary by the March JPA) lodge pole pine not less than twelve feet (12') in length. Three (3) tree stakes are required per tree. Guy wires, where required, will be of pliable, zinc-coated ten-gauge wire (three ties per tree), and should have a white P.V.C. sleeve for visibility. Trees shall be secured to stakes with cinch ties or equivalent. The Contractor shall not use wire and hose. Stakes shall not be placed closer than eight inches (8") from the tree trunk. Stakes and ties shall be placed so no chafing of bark occurs and shall be checked frequently, and relied as necessary, to prevent girdling.

C. Tree Replacement

1. The Contractor shall be responsible for the complete removal and replacement of trees lost due to the Contractor's faulty maintenance or negligence, as determined by the Executive Director, or authorized agent. Replacement shall be made by the work site Contractor with a 36" box tree or a kind and size as determined by the Executive Director, or authorized agent. Where there is a difference in value between the tree damaged by the Contractor and the replacement tree, this difference may be deducted from the Contractor's payment. In all cases the value of the trees lost will be determined by the Executive Director, or authorized agent, using the latest American Shade Tree Conference guidelines for value determination.
2. Unsalvageable downed trees, due to any cause, shall be removed, the stump ground to a depth of twelve inches (12"), the stump grinding removed, and the hole refilled with compatible topsoil and compacted within 48 hours of identification or notification. If the tree is in the public right-of-way or creating a public hazard, the tree is to be cut back to a 12" stump immediately upon notification and removed. Then within 48 hours, the stump is to be removed and the hole filled with compatible topsoil and compacted.
3. Trees lost from causes other than the Contractor's negligence shall be replaced by the Contractor with a Thirty-six (36") box tree and billed as "Additional Work." The Executive Director or authorized agent may specify a species of tree for replacement different from the one lost.

D. Fertilization

The Contractor shall fertilize trees a minimum of once per year or as necessary to maintain horticulturally acceptable health and color.

F. Tree Irrigation

All trees shall be adequately irrigated to maintain a health and attractive appearance. Irrigation runoff and over spray shall be minimized. Trees shall be irrigated in a method, which promotes deep root growth.

34. GENERAL CLEANUP

B. Trash Removal

Remove all trash and accumulated debris from the work sites. In addition, any type of feces is also to be removed from the walkways, turf or ground cover areas Monday through Friday prior to 8:00 A.M.

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C. Policing of Areas

All designated landscape areas will have trash removed on a daily basis by 8:00 A.M. and prior to leaving site or more as needed.

D. Curb and Gutter Maintenance

The Contractor is responsible for removal of all weeds and grass growing in and around the curb and gutter area. The Contractor is responsible for ensuring the roadway is cleared of all dirt and debris within four (4) feet of the curb and gutter in all areas adjacent to maintenance responsibilities.

E. Walkway Maintenance

Walkways shall be cleaned immediately following mowing and edging and cleaned by use of power sweeping or blower equipment not less than once per week. This includes removal of all foreign objects from surfaces such as gum, feces, grease, paint and graffiti. All walkway cracks and expansion joints shall be maintained trash, debris, weed and grass free at all times.

F. Drain Maintenance

All drains and catch basins shall be kept free of siltation and debris at s. All v-ditches and drainage areas shall be kept clean and edged weekly by the Contractor.

G. Removal of Leaves

Accumulation of leaves shall be removed from all designated landscape areas on a weekly basis or more as needed.

H. Tumble weed Removal

Accumulation of tumble weeds shall be removed from all designated landscape areas on a weekly basis or more as needed.

35. NATURAL AREAS AND DETENTION BASINS

A. All-natural areas shall be maintained in an existing state except for the following items, which shall be performed on a weekly basis, at no additional cost to the March Joint Powers Authority.
   1. Remove all trash and debris, or other items as determined by the Executive Director, or authorized agent, to a legal dump site.
   2. Provide and maintain a ten foot (10') barren area adjacent to any improved area.
   3. Remove and/or repair any dead or broken branches or safety hazards within two (2) hours of identification or notification.
   4. Detention Basins and surrounding slopes, access roads shall be free of trees, weeds, debris and standing water at all times. This should be identified in the WQMP under post construction.

36. MISCELLANEOUS REPAIR/REPLACEMENT

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It will be the responsibility of the Contractor to repair or replace miscellaneous improvements such as signs and mowing strips, or any other structural improvements within the work sites, unless otherwise specified. The Contractor shall be entitled to additional compensation for these services as stated in Section 5.

37. GRAFFITI

The Contractor shall remove any graffiti and/or stickers upon discovery. The Contractor shall provide labor and materials for removal at no additional cost to the March Joint Powers Authority.

38. EMERGENCY CALLS

The Contractor shall have the capability to receive and respond immediately to calls or text of an emergency nature during normal working hours and outside of normal working hours. Calls of an emergency nature received by the March Joint Powers Authority, or authorized agent, shall be referred to the work site Contractor for immediate disposition. If the work site Contractor cannot be reached within two (2) hours, the March Joint Powers Authority will deduct from the monthly billing the cost of March Joint Powers Authority forces, or other sources, used to repair the emergency. The Contractor shall not receive additional compensation for responding to emergencies for work included in these general conditions at contract work sites.

39. EXTRAORDINARY SERVICES

A. The Contractor shall be responsible for providing extraordinary maintenance and/or repairs to existing landscape and new landscape areas outside of their contract areas. Extraordinary services shall be defined as work not included in these General Conditions or work required at a site for which there is no contract. Extraordinary maintenance shall include answering emergency calls as required. Contractors shall respond to an emergency call within two (2) hours. Contractors shall maintain a 24 hours per day, seven days per week, on-call service for emergency calls. The Contractor shall notify the Executive Director, or authorized agent, by telephone within 24 hours of any emergency extraordinary work that is performed. Non-emergency extraordinary work requires written approval before the work is performed. The Contractor shall be compensated for extraordinary work as defined in Section 5.

B. In situations involving emergency repair work after normal work hours, Contractors shall dispatch qualified personnel and equipment to reach the site within two (2) hours. The Contractor's vehicle shall carry sufficient equipment to effect safe control of traffic. When the work site Contractor arrives at the site, the Contractor shall set up traffic warning and control devices, if deemed necessary and proceed to repair on a temporary/permanent basis.

C. If a March Joint Powers Authority representative is still at the site when the work site contractor arrives, the Contractor shall quickly evaluate the situation and discuss it with the responsible person. If the repair will take only a few minutes, the March Joint Powers Authority employee may stay to continue to direct traffic while the Contractor makes the repairs. If the repair will take longer than the March Joint Powers Authority employee can wait, the Contractor shall immediately set up temporary traffic control devices and all other necessary warning devices and relieve the March Joint Powers Authority representative.

D. An emergency may be called by the following individuals or agencies at any time for extraordinary services involving repair work:
   1. Police Department
   2. Fire Department
   3. Executive Director

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40. REPORTING DAMAGE OR MALFUNCTION

Any damage to, or malfunction of, any facility not specifically stated in this Agreement shall be promptly reported to the Executive Director, or authorized agent.

41. COMPENSATION FOR ROUTINE MAINTENANCE

The March Joint Powers Authority shall compensate Contractors based upon the total dollar amount of a bid or the total dollar amount of a combination of bids, if applicable, in monthly installments beginning 30 days after the commencement of work. Billing adjustments may be made where authorized by this Agreement

42. ADDITION OR DELETION OF LANDSCAPE AREAS

The Contractors shall maintain, at a unit price comparable to other existing landscape areas and subject to the Executive Director's approval or authorized agent's approval, additional landscape areas that the March Joint Powers Authority adds to this contract. In the event that notification is made of a new installation other than at the beginning of a monthly period, the unit cost negotiated and agreed upon by the parties, shall be prorated from the day the Contractor is notified to start maintenance. The March Joint Powers Authority may elect to delete work sites, or portions thereof, within this Agreement at a unit price comparable to the bid price of said work sites.

43. DISCREPANCIES OR OMISSIONS

Should a bidder find discrepancies or omissions in the specifications or other documents, or be in doubt as to their true meaning, he may request a written interpretation from the Executive Director, or authorized agent. Any interpretation, or change in the proposed documents, will be made only by addendum issued to each person to whom bid forms have been issued and shall become a part of the bid.

44. MINOR MODIFICATION

The Executive Director, or authorized agent, may modify these specifications with the joint approval of the Contractor.

45. ADDITION OR DELETION OF LANDSCAPE PROJECT AREAS

In the event that a Contractor is notified to perform additional landscape area projects, the cost charged the March Joint Powers Authority should not exceed the Contractor's stated unit price bid.

46. CONTRACTOR NONCOMPLIANCE

A. If the Executive Director, or authorized agent, determines that there are deficiencies in the performance of this Agreement, the Executive Director, or authorized agent, will provide a written notice to the Contractor stating the deficiencies and specifying a time frame to correct the specified deficiencies. This time frame shall be reasonable, as determined by the Executive Director, or authorized agent, to correct the specified deficiencies. Should the Contractor fail to correct any deficiencies within the stated time frame, the Executive Director, or authorized agent, may exercise the following measures:
   1. Deduct from the Contractor's payment the amount necessary to correct the deficiency, including March Joint Powers Authority overhead and impose a deficiency deduction.
   2. Withhold the entire or partial payment.

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3. Utilize March Joint Powers Authority forces, or an alternate source, to correct the deficiency and deduct from the Contractor's payment the total cost, including March Joint Powers Authority overhead.

B. The March Joint Powers Authority Executive Director, or authorized agent, shall decide all questions which arise as to the manner of performance and completion per schedule, acceptable fulfillment of the contract by the Contractor, interpretation of the specifications, and compensation to include completion of work by alternate sources. In addition to these provisions, in the event of a failure to correct a deficiency, or for any other breach of this Agreement by the Contractor, March Joint Powers Authority may immediately terminate this Agreement.

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## MONTHLY MAINTENANCE SCHEDULE

March JPA North Campus

**Controllers: E, F, G, H, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, XD, DD, BASIN**

| Regular Recurring Tasks | Frequency / Qty. per Year | Jan. | Feb. | Mar. | Apr. | May | Jun. | Jul. | Aug. | Sep. | Oct. | Nov. | Dec. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Weekly Maintenance Inspections | Weekly / 52 | X | X | X | X | X | X | X | X | X | X | X | X |
| Weed Control | Weekly / 52 | X | X | X | X | X | X | X | X | X | X | X | X |
| Turf Care - Mowing / Edging | Weekly Mar. - Oct./36 weeks Twice a month Nov. - Feb. / 8 | X | X | X | X | X | X | X | X | X | X | X | X |
| Vine Trimming | Monthly / 12 | X | X | X | X | X | X | X | X | X | X | X | X |
| Ground Cover Edge/Trim | Monthly / 12 | X | X | X | X | X | X | X | X | X | X | X | X |
| Shrub Trimming | Monthly / 12 | X | X | X | X | X | X | X | X | X | X | X | X |
| Tree Care | Every Three Years | | | | | | | | | | | | |
| Irrigation System Inspection, Testing & Maintenance | Weekly/52 | X | X | X | X | X | X | X | X | X | X | X | X |
| Police Area - Remove trash/debris | Daily / 260 | X | X | X | X | X | X | X | X | X | X | X | X |
| Remove leaves & keep curbs, gutters & drains clear of debris | Weekly / 52 | X | X | X | X | X | X | X | X | X | X | X | X |

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| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Fertilization (Turf & Planters)** | Four X a year / 4 | | X | | | X | | | X | | | X | |
| **Chemical Application Pre-Emergent** | Quarterly | | | X | | | | X | | | | X | |
| **Chemical Application Post-Emergent** | Weekly / 52 | X | X | X | X | X | X | X | X | X | X | X | X |
| **Vertitcutting and Thatch Removal** | Once a year | | | | | | | | | | X | | |
| **Aeration of Turf** | Twice a year / 2 | | | X | | | | | | | X | | |
| **Natural Areas & Detention Basins** | Weekly / 52 | X | X | X | X | X | X | X | X | X | X | X | X |
| **V-ditches and Drainage Basin** | Weekly / 52 | X | X | X | X | X | X | X | X | X | X | X | X |

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## MONTHLY MAINTENANCE SCHEDULE

March JPA South Campus

**Controllers: A, AA, B, B1, BB, C, CC, D, EE**

| Regular Recurring Tasks | Frequency / Qty. per Year | Jan. | Feb. | Mar. | Apr. | May | Jun. | Jul. | Aug. | Sep. | Oct. | Nov. | Dec. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Weekly Maintenance Inspections | Weekly / 52 | X | X | X | X | X | X | X | X | X | X | X | X |
| Weed Control | Weekly / 52 | X | X | X | X | X | X | X | X | X | X | X | X |
| Turf Care - Mowing / Edging | Weekly Mar. - Oct. / 36 Twice a month Nov. - Feb. / 8 | X | X | X | X | X | X | X | X | X | X | X | X |
| Vine Trimming | Monthly / 12 | X | X | X | X | X | X | X | X | X | X | X | X |
| Ground Cover Edge/Trim | Monthly / 12 | X | X | X | X | X | X | X | X | X | X | X | X |
| Shrub Trimming | Monthly / 12 | X | X | X | X | X | X | X | X | X | X | X | X |
| Tree Care | Every Three Years | | | | | | | | | | | | |
| Irrigation System Inspection, Testing & Maintenance | Weekly / 52 | X | X | X | X | X | X | X | X | X | X | X | X |
| Police Area - Remove trash/debris | Daily / 260 | X | X | X | X | X | X | X | X | X | X | X | X |

Edits:
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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Remove leaves & keep curbs, gutters & drains clear of debris** | Weekly / 52 | X | X | X | X | X | X | X | X | X | X | X | X |
| **Fertilization (Turf & Planters)** | Quarterly / 4 | | X | | | X | | | X | | | X | |
| **Chemical Application Pre-Emergent** | Quarterly /4 | | X | | | X | | | X | | | X | |
| **Chemical Application Post-Emergent** | Weekly / 52 | X | X | X | X | X | X | X | X | X | X | X | X |
| **Vertitcutting and Thatch Removal** | Once a year | | | | | | | | | X | | | |
| **Aeration of Turf** | Twice a year / 2 | | | X | | | | | | | X | | |
| **Natural Areas & Detention Basins** | Weekly / 52 | X | X | X | X | X | X | X | X | X | X | X | X |
| **V-ditches and Drainage Basin** | Weekly / 52 | X | X | X | X | X | X | X | X | X | X | X | X |

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**ATTACHMENT 1**

# MARCH JPA IRRIGATION CONTROLLER TABLE

**LLMD No. 1**
**NORTH CAMPUS**

| Controller Area ID | DESCRIPTION OF CONTROLLER AREA (address of controller noted in description) | Square Footage | Notes | Initials/ Approval |
|---|---|---|---|---|
| **Economic Drive- Basin** | **17001 Economic Drive**<br>Trees and shrubs. Slopes of the Opportunity Detention Basin, plus west and north slopes of 21700, 21600 and 21550 Economic Drive including basin inflow structure.<br>15 valves (?) | **445,078** | | |
| **Economic Drive- Y** | **22151.5 Economic Drive**<br>Trees, shrubs, groundcover and mulch on Meridian Parkway west and east parkways and easements, from Van Buren to Sysco driveway, and Northwest Monument corner cutoff<br>42 Valves | **14,297** | | |
| **Economic Drive- Z** | **22151.5 Economic Drive**<br>Trees and shrubs, landscape easement on both sides of Economic Dr. from Van Buren to Meridian Parkway<br>40 valves | **32,273** | | |
| **X** | **22261.5 Opportunity Way**<br>Trees and shrubs on Opportunity Way, from Meridian Parkway to Van Buren, both sides<br>24 Valves | **60,192** | | |
| **XD** | **22261.5 Opportunity Way**<br>Trees, shrubs and groundcover, the north side of Van Buren from Opportunity Way to the freeway bridge including the median; and the monument corner cutoffs at NEC Van Buren and Meridian Parkway and NWC & NEC of VB & Opportunity<br>33 Valves | **145,153** | | |
| **W** | **22261.5 Opportunity Way**<br>Trees, shrubs, groundcover and mulch. Parkways and easement, south side of Opportunity Way easement from west end to Meridian Parkway then 333 LF south down west side of Meridian Parkway. Also 422' lineal feet north up Meridian Parkway, west side.<br>36 valves | **36,679** | | |
| **V** | **21700.5 Opportunity Way**<br>Trees, shrubs, groundcover and mulch, north side of Opportunity Way easement | **64,649** | | |

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| | plus back slopes behind 15001 Meridian Parkway, including box channel.<br>20 Valves | | | |
| U | **15500.5 Meridian Parkway**<br>Trees, shrubs, groundcover and mulch. Parkway and easement on east side of Meridian Parkway from Sysco Driveway to Albertson's Driveway<br>39 Valves | **114,365** | | |
| I | **14804.5 Meridian Parkway**<br>Trees, shrubs, groundcover and mulch Parkways and easements from east side of Meridian Parkway from Albertson's Driveway, north to Innovation Drive<br>32 Valves | **42,297** | | |
| J | **14609.5 Meridian Parkway**<br>Trees, shrubs, groundcover and mulch West side of Meridian Parkway parkways and easement from Authority Way to JBS<br>31 Valves | **37,417** | | |
| K | **14609.5 Meridian Parkway**<br>Trees, shrubs, groundcover and mulch. Southwest corner of Meridian Parkway and Authority Way, including vee ditch clearing.<br>Trees and shrubs, Front slopes at Nissan (21800 Authority) and back entry drive off Cactus Ave landscape.<br>97 Valves | **139,550** | | |
| H | **14508.5 Meridian Parkway**<br>Trees, shrubs, groundcover and mulch. Meridian Parkway- parkway and easement, east side, from 14350 Meridian Parkway, south across Cactus Ave to 1090' from Innovation Drive<br>30 Valves | **57,136** | | |
| L | **14513.5 Meridian Parkway**<br>Trees, shrubs, groundcover and mulch. Parkways and easement, west side of Meridian Parkway from Authority Way across Cactus Avenue to Kaiser Driveway<br>35 Valves | **48,257** | | |
| M | **14513.5 Meridian Parkway**<br>Trees, shrubs, groundcover and mulch. Parkway, both sides of Cactus Ave, west of Meridian, west of the western Burlington Warehouse (21600 Cactus Ave) wall. Also included are the slopes with Pepper trees and groundcover, north and south of Cactus Ave at 14427 Meridian Parkway, including vee ditch clearing.<br>61 Valves | **93,751** | | |
| P | **14126 Meridian Parkway**<br>Trees, shrubs, groundcover and mulch. Parkway and easement on the east | **29,938** | | |

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|---|---|---|---|---|
| | Meridian Parkway from Metro Link driveway to the slope at East Alessandro Blvd. Bus Stop<br>34 valves | | | |
| **Q** | **14126 Meridian Parkway**<br>Trees, shrubs, groundcover and mulch. Parkway and easement, east side Meridian Parkway from Metro Link Drive, south to 14350 Meridian Parkway, including two 5' strips into the Metro link entry drive.<br>29 Valves | **32,194** | | |
| **R** | **14127 Meridian Parkway**<br>Trees, shrubs, groundcover and mulch. Parkway and easement, west side of Meridian Parkway from Alessandro to across Determination Drive to the location of 3 controllers<br>32 valves | **29,570** | | |
| **S** | **14127 Meridian Parkway**<br>Trees, shrubs, groundcover and mulch. West side Meridian Parkway from Determination Dr to past Kaiser Permanente<br>17 valves | **92,570** | | |
| **T** | **14127 Meridian Parkway**<br>Trees and shrubs at Determination Basin, Western MWD Drive entrance and back planter to the northeast corner of Burlington Warehouse. Vee ditch is included.<br>32 valves controlled by 2 Wire and 17 valves have conventional wiring. Determination Basin is included which must be cleared and maintained.<br>49 Valves Total | **127,931** | | |
| **O** | **21898.5 Cactus Avenue**<br>Trees and shrubs on Metro Link slope (facing east), Drainage channel and rip rap inlet are included. This controller area is from Cactus Ave north to East Alessandro Blvd.<br>32 Valves | **133,056** | | |
| **E** | **21853.5 Cactus Avenue**<br>Trees and shrubs on Cactus Ave parkway, plus 215 South Onramp Freeway Open Space with trees<br>35 Valves (3 valves in the open Space and 32 Valves on the street) | **683,332**<br>**22,765 on Cactus Ave plus**<br>**660,567 for Open Space** | | |
| **F** | **21853.5 Cactus Avenue**<br>Trees and shrubs. North side of Cactus Ave,<br>22 Valves | **24,890** | | |
| **N** | **14688.5 Innovation Dr.**<br>Trees and shrubs. West side of Innovation Dr from Meridian Parkway to Cactus Ave | **17,295** | | |

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Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

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|---|---|---|---|---|
| | 26 Valves | | | |
| G | **14688.5 Innovation Dr.**<br>Trees and shrubs. East side of Innovation Dr. from Meridian Parkway to Cactus Avenue<br>26 Valves | **17,367** | | |
| | **TOTALS FOR MAINTENANCE North Campus** | | | |

**LLMD #1**
**SOUTH CAMPUS**

| Controller ID | DESCRIPTION OF CONTROLLER AREA (address of controller noted in description) | Square Footage | Notes | Initials/ Approval |
|---|---|---|---|---|
| AA | **20701 Van Buren-** Water meter, Pump, and Power<br>Controller is at southeast corner of Van Buren and Coyote Bush. Trees, groundcover shrubs in parkways and on slope in front of Retail Center, south side of Van Buren from Orange Terrace to Barton Street<br>36 Valves with pump | **19,762** | | |
| A | **16010 Coyote Bush**<br>Trees, shrubs, groundcover and mulch in the parkways and swale on the east and west sides Coyote Bus. The three Monuments at Van Buren and Coyote Bush (NW, NE and SW corners) and west and south facing slopes along the Conservation Area. Entry median on Coyote Bush is included.<br>109 Valves | **294,060** | | |
| B | **20909 Krameria, Amazon Driveway**<br>Trees, shrubs and mulch. South Parkway and swale on Krameria from UPS Driveway to east corner of Amazon<br>West of Coyote Bush on Krameria, the valves are on both sides<br>62 Valves | **147,499** | | |
| BB | **20829 Van Buren Blvd.**<br>Trees, shrubs, groundcover and mulch from the 7/11 exit drive, east to Village West Drive<br>37 Valves with pump | **140,037** | | |
| B1 | **20909 Krameria**<br>Trees, shrubs, groundcover and mulch in the parkway and swale, South Krameria from east of Amazon to Village West and Bundy Avenue, both sides, plus SCE sub-station perimeter on Bundy<br>62 Valves | **54,257** | | |

Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

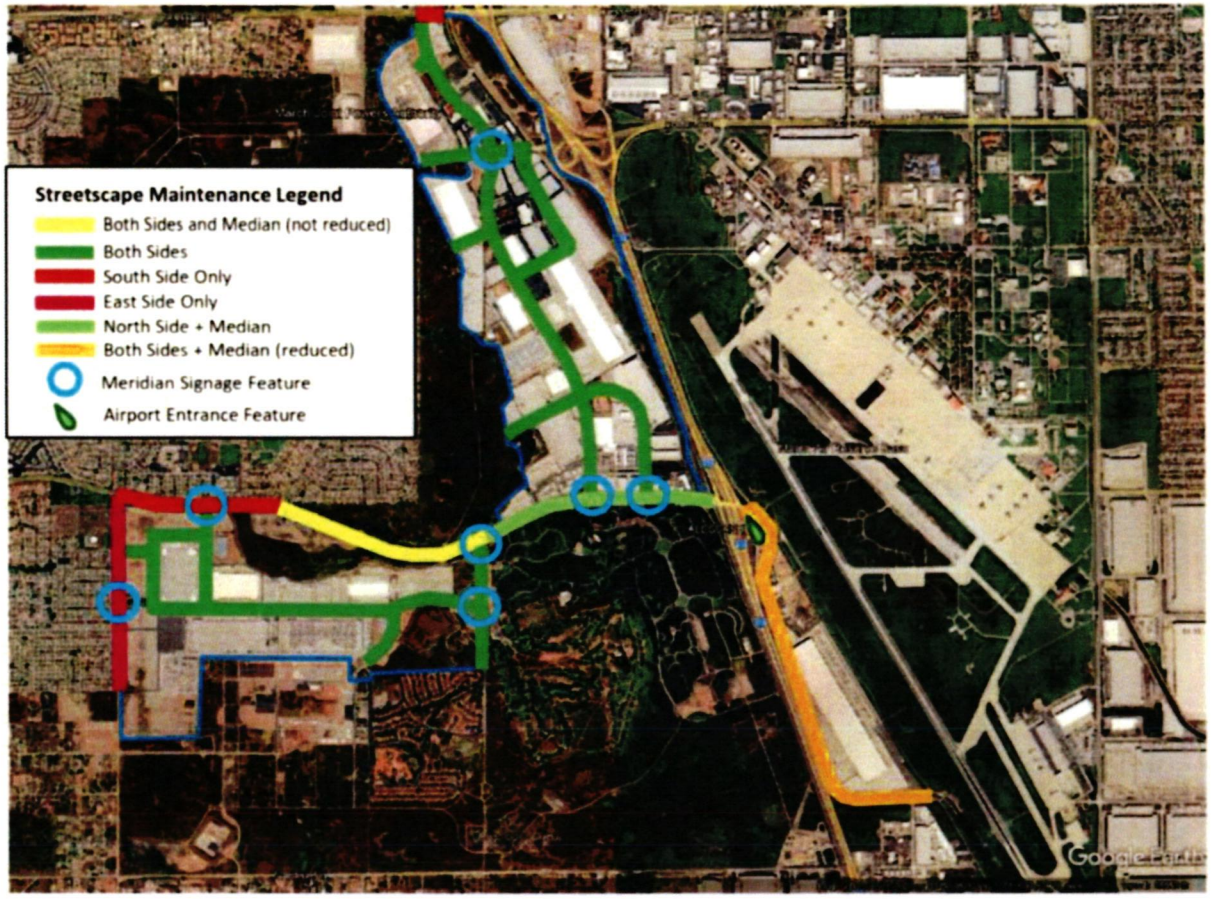
| | | | | |
|---|---|---|---|---|
| **CC** | **20878 Van Buren**<br>Trees, shrubs, groundcover and mulch on the northside of Van Buren Blvd including parkways, medians and slopes from Village West Drive to Orange Terrance Parkway<br>66 Valves with pump | **131,967** | | |
| **C** | **20904 Krameria**<br>Trees, shrubs, groundcover and mulch in the parkway and swale, north side of Krameria from Coyote Bush to Village West<br>73 Valves | **117,220** | | |
| **D** | **16231 Village West Drive**<br>Trees, shrubs, groundcover and mulch in the parkway and swale on east and west sides of Village West Drive, plus south slope along the Conservation Area<br>127 Valves | **294,975** | | |
| **EE** | **16231 Village West Drive, Village West Park**<br>Turf, trees, shrubs and groundcover in the park and Open Space with concrete sidewalk around the turf is 21,090 square feet<br><br>DG walk in the open space is 3,382 LF x 3' = 10,146 square feet<br>Concrete Walk in the open space is 3,382 LF X 5' =16,910 square feet<br>Concrete walk in the park 470 LF x 5.5' =2,585 sq. ft.<br>20 valves | **631,414 Total**<br><br>**Irrigated park-56,964** | | |
| **DD** | 22261 Van Buren<br>Parkway, swale, medians on Van Buren from Village West Dr. to Meridian Parkway<br>38 valves | **58,534** | | |
| | **TOTALS FOR MAINTENANCE- South Campus** | | | |

**DRAINAGE AREA**

| No. | DESCRIPTION<br>Drainage Areas/Structures | Square Footage | Notes | Initials/ Approval |
|---|---|---|---|---|
| **No Con-troller** | **North of Van Buren Basin**<br>Weed Abatement, Biannual Mowing and Head Wall clearing<br>(Along the 215 south and railroad tracks)<br>Access is off A Avenue under Van Buren overpass along the tracks | **1,149,313** | | |
| | **TOTALS FOR MAINTENANCE** | | | |

5

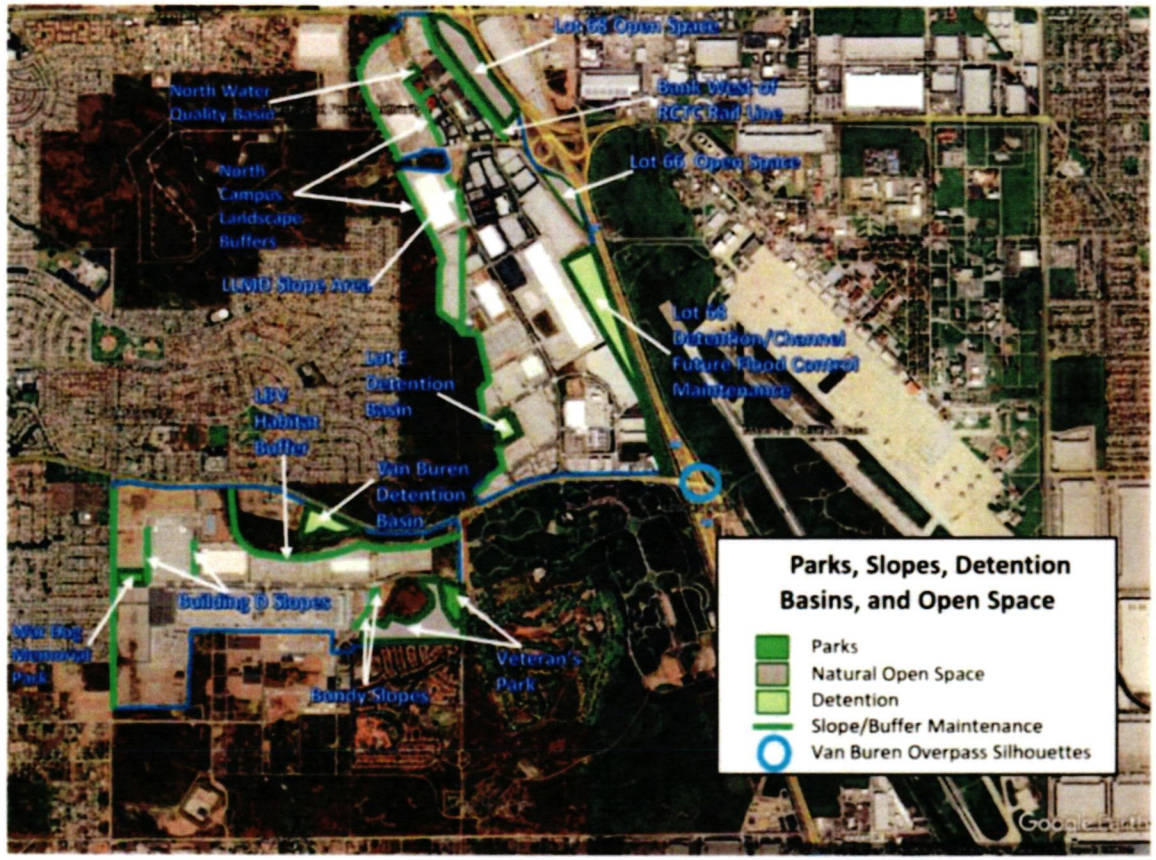
The maps below detail the location of the LLMD landscape improvements.






Form #116-310 – Dated: 3/21/2019
Page 50 of 60
Contract ID # TLARC-98836-00268-06/26

WILLDAN


Lot 68 Open Space
North Water Quality Basin
Bank West of RCFC Trail Line
North Campus Landscape Buffers
Lot 66 Open Space
LEMD Slope Area
Lot 68 Detention/Channel Future Flood Control Maintenance
Lot E Detention Basin
LBV Habitat Buffer
Van Buren Detention Basin
Building 6 Slopes
Veterans Park
Bandy Slopes
Parks, Slopes, Detention Basins, and Open Space
Parks
Natural Open Space
Detention
Slope/Buffer Maintenance
Van Buren Overpass Silhouettes

# EXHIBIT B
# PAYMENT PROVISIONS

| Description | Monthly Cost | Annual Cost | Notes |
|---|---|---|---|
| Scope of Service per attached Exhibit A excluding Additional Work | $58,610 | $703,320 | Revised Monthly Cost excluding annual maintenance actions |
| Additional Work if Directed | | | |
| As Needed Services/Contract Contingency | | $259,680 | Per note below ** |
| *Annual Weed Abatement | | $23,000 | extra work as-needed |
| *Annual Mulch Refresh | | $4,000 | extra work as-needed |
| *Fall Turf Renovation | | $5,000 | extra work as-needed |
| *Spring Turf Renovation | | $5,000 | extra work as-needed |
| Contingency Amount for Additional Work | | $296,680 | |
| Maximum Contract Amount | | $1,000,000 | |
| | | | |

| DESCRIPTION | ESTABLISHED LABOR COST PER HOUR |
|---|---|
| General Maint. Laborer | $50 |
| Laborer Enhancement | $60 |
| Irrigation Technician | $75 |
| Foreman/Supervisor | $95 |

**As Needed Services is to cover items 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 of this Agreement. The CONTRACTOR understands and agrees that costs shall not be incurred against the contingency without prior written authorization from the COUNTY.

# 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. 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 REQUIRMENTS

**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.

Ref: MJPA & Brightview February 12, 2020 Item No.8a (4)

# MARCH JOINT POWERS COMMISSION
## OF THE
## MARCH JOINT POWERS AUTHORITY

## *MJPA Operations – Consent Calendar*
## *Agenda Item No. 8a (4)*

**Meeting Date:** February 12, 2020

**Action:** **APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH BRIGHTVIEW LANDSCAPE SERVICES FOR LANDSCAPING, LIGHTING AND MAINTENACE DISTRICT NO. 1 LANDSCAPE MAINTENANCE**

**Motion:** Approve a Contract for Services with Brightview Landscape Services for Landscaping, Lighting and Maintenance District No. 1 maintenance and authorize the Executive Director to execute the Agreement.

**Background:**

On September 12, 2018, the Commission approved the current landscape maintenance agreement for Landscaping, Lighting and Maintenance District No. 1 (LLMD) with Kimos Landscaping (DBA SOIL, Inc.) for one year, with two one-year extension options. On January 6, 2020, SOIL Inc, requested to discontinue services for the remainder of their agreement.

On August 8, 2019, the Commission authorized advertising a Request for Proposal for landscape maintenance services for the Landscaping, Lighting and Maintenance District No. 1 (LLMD), Green Acres housing the March Inland Port Airport landscape maintenance services. Below are the bid tabulation results.

| Company | North Campus | South Campus | MIP Airport | Green Acres |
|---|---|---|---|---|
| Ability Counts | No bid | $11,000 | NO BID | $13,500 |
| Bemus | $22,000 | $21,850 | $900 | NO BID |
| Greentech | $19,500 | $10,350 | $5,800 | $15,000 |
| C.G Landscape | $22,141 | $14,769 | $681 | $16,067 |
| Brightview | $17,877 | $10,387 | $495 | $ 22,997 |
| Priority Landscape | $18,325 | $6,300 | $7,850 | $26,400 |
| Mariposa | $38,605 | $24,320 | NO BID | $47,287 |

On January 31, 2020 the March JPA received six qualified bids for the landscape maintenance services for LLMD No. 1. The lowest qualified bidder is Brightview Landscape Services. for a total of $28,264 a month or $339,168 annually. The proposal is within the current budget for FY 2019/2020.

Once future phases are incorporated into the LLMD, Brightview Landscape Services will maintain those areas at the price per square foot identified in the original proposal. Additionally, the cost for replacement items such as plants and trees will be a separate charge.

Staff recommends approval of a Professional Services Agreement with Brightview Landscape Services for Landscaping, Lighting and Maintenance District No. 1 (LLMD) at a cost of $339,168 per year. The agreement term is for one year with four (1) year options with a commencement date of February 15, 2020.

**Attachment:** None.

Ref: MJPA & Brightview February 12, 2020 Item No.8a (4)

**Preparation Date: February 6, 2020**

226.2.226

# PROFESSIONAL SERVICES AGREEMENT

Ref: MJPA & Brightview February 12, 2020 Item No.8a (4)

This Agreement is made and entered into this 12th day of February, 2020 by and between the March Joint Powers Authority, hereinafter referred to as "AUTHORITY," and Brightview, hereinafter referred to as "CONTRACTOR."

## RECITALS

WHEREAS, Contractor is a professional business, experienced in providing landscape maintenance services for the Landscape Lighting Maintenance District No. 1 (LLMD) and March Inland Port Airport (MIPAA) and are familiar with the requirements of the March Joint Powers Authority; and

WHEREAS, the Authority desires to engage Contractor to render certain services as set forth herein; and

NOW, THEREFORE, in consideration for the promises set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

## SECTION I
## SERVICES OF THE CONTRACTOR; TERM

1. General Scope of Services. Contractor shall provide professional services and advice on various issues affecting the decisions of Authority regarding landscape maintenance services. The Services are described in Exhibit "A."

2. The term of this Agreement shall be from February 12, 2020 to February 11, 2021, with four (4) additional one year options, unless earlier terminated as provided herein.

## SECTION II
## RESPONSIBILITIES OF CONTRACTOR

1. Control and Payment of Subordinates. The Authority retains Contractor on an independent firm basis and Contractor is not an employee of the Authority. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

2. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of the Executive Director or his/her designee, who is an employee of the Authority.

Ref: MJPA & Brightview February 12, 2020 Item No.8a (4)

3. Substitution of Key Personnel. Contractor has represented to the Authority that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of Authority. In the event that the Authority and Contractor cannot agree as to the substitution of key personnel, the Authority shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section V of this Agreement. The key personnel for performance of this Agreement are as follows: List Name and Title.

4. Coordination of Services. Contractor agrees to work closely with the Authority staff in the performance of Services and shall be available to the Authority's staff, consultants and other staff at all reasonable times.

5. Standard of Care; Licenses. Contractor shall perform the Services under this Agreement in a skillful and competent manner and shall serve and maintain in force any and all licenses, permits or other approvals necessary for it to carry out the services.

6. Insurance. Contractor shall obtain and shall require any subcontractors to obtain insurance of the types and in the amounts described below and satisfactory to the Authority.

A. Commercial General Liability Insurance. Contractor shall maintain occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than $1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall:

1) Name the Authority, its officials, officers, employees and agents as insureds with respect to performance of Services. Such insured status shall contain no special limitations on the scope of its protection to the above-listed insureds.

2) Be primary with respect to any insurance or self insurance programs covering the Authority, its officials, officers, employees, agents, and consultants.

3) Contain standard separation of insureds provisions.

B. Business Automobile Liability Insurance. Contractor shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than $1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation Insurance. Contractor shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than $1,000,000 per accident at any times during the term of this Agreement during which Contractor may retain employees.

D. Certificates/Insurer Rating/Cancellation Notice.

1) Contractor shall, prior to commencement of the Services, furnish to the Authority properly executed certificates of insurance, and certified copies of endorsements, and policies if requested by the Authority, which shall clearly evidence all insurance required in this Section. Contractor shall not allow such insurance to be canceled or allowed to expire except on 30 days prior to written notice to the Authority.

2) Contractor shall maintain such insurance from the time the Services commence until the Services are completed, except as may be otherwise required by this Section.

3) Contractor shall place insurance with insurers licensed to do business in California.

4) Contractor shall replace certificates, policies and endorsements for any insurance expiring prior to completion of the Services.

7. Schedule of Services. Contractor shall perform the Services in accordance with the Schedule of Services set forth in Exhibit "B", attached hereto. In order to facilitate Contractor's conformance with the Schedule, the Authority shall respond to Contractor's submittals in a timely manner. Upon request of the Authority, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

## SECTION III
## FEES AND PAYMENTS

1. Compensation. Contractor shall receive compensation, including reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto. The total compensation shall not exceed $28,264 per month for LLMD #1 and $495 per month for MIPAA without written approval of the Authority's Executive Director. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

2. Payment of Compensation. Contractor shall submit to the Authority a monthly statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. The Authority shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by the Authority.

4. Extra Work. At any time during the term of this Agreement, the Authority may request the Contractor to perform Extra Work. As used herein, "Extra Work" means any work, which is determined by the Authority to be necessary for the proper completion of the required services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the Authority's Executive Director.



Ref: MJPA & Brightview February 12, 2020 Item No.8a (4)

Ref: MJPA & Brightview February 12, 2020 Item No.8a (4)

## SECTION IV
## ACCOUNTING RECORDS

Contractor shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of the Authority during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

## SECTION V
## GENERAL PROVISIONS

1. Termination of Agreement.

A. The Authority may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services, which have been adequately rendered to the Authority, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

B. In the event this Agreement is terminated in whole or in part as provided in paragraph A of this section, the Authority may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

C. If this Agreement is terminated as provided in paragraph A of this section, the Authority may require Contractor to provide all finished or unfinished documents, data, programming source code, reports, etc., prepared by Contractor in connection with the performance of Services under this Agreement.

2. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: Frank Annino
BrightView
715 W. LaCadena Drive
Riverside, CA 92501
(951) 684-2730

Authority: Danielle M. Kelly, DPA
March Joint Powers Authority
14205 Meridian Parkway, Ste. 140
Riverside, CA 92518
(951) 656-7000

Such notice shall be deemed made when personal delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class prepaid and addressed to the party at its applicable address.

3. Ownership of Materials/Confidentiality.

A. Property of Authority. All materials and data, including data on magnetic media, prepared by Contractor under this Agreement shall become the property of Authority upon the completion of the term of this Agreement, except that Contractor shall have the right to retain copies of all such documents and data for its records. The Authority shall not be limited in any way in their use of such data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the Authority's sole risk and provided that Contractor shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement. Should Contractor, either during or following termination of this Agreement, desire to use any materials prepared in connection with this Project, it shall first obtain the written approval of the Authority.

B. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials described in subsection A either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of the Authority, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor, which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use the Authority's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the Authority.

4. Attorney's Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suits.

5. Indemnification. Contractor shall defend, indemnify and hold the Authority, its officials, officers, employees and agents free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or willful misconduct of Contractor arising out of or in connection with Contractor's performance of this Agreement, including without limitation the payment of attorneys' fees. Further, Contractor shall defend at its own expense, including attorneys' fees, the Authority, its officials, officers, employees, and agents in any legal action based upon such negligent acts, omissions or willful misconduct.

6. Entire Agreement. This Agreement contains the entire Agreement of the



Ref: MJPA & Brightview February 12, 2020 Item No.8a (4)

parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified in writing signed by both parties.

7. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

8. Time of Essence. Time is of the essence for each and every provision of this Agreement.

9. Authority's Right to Employ Other Contractors. The Authority reserves right to employ other contractors in connection with this Project.

10. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Contractor without the prior written consent of the Authority.

11. Prohibited Interests.

A. Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Authority shall have the right to rescind this Agreement without liability.

B. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the Authority, during the term of his or her service with the Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

12. Equal Opportunity Employment.

Contractor represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of the Authority's employee recruitment and hiring policies, the Minority Business Enterprise program, or other related Commission programs or guidelines currently in effect or hereinafter enacted.

## SECTION VI
## SUBCONTRACTING

1. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of the



Ref: MJPA & Brightview February 12, 2020 Item No.8a (4)

Authority.

2. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed the Agreement on the date first hereinabove written.

**Authority**

By: Dr. Danielle M. Kelly
Title: Executive Director

**Contractor**

By: FRANK ANNINO
Title: SENIOR VICE PRESIDENT

Ref: MJPA & Brightview February 12, 2020 Item No.8a (4)

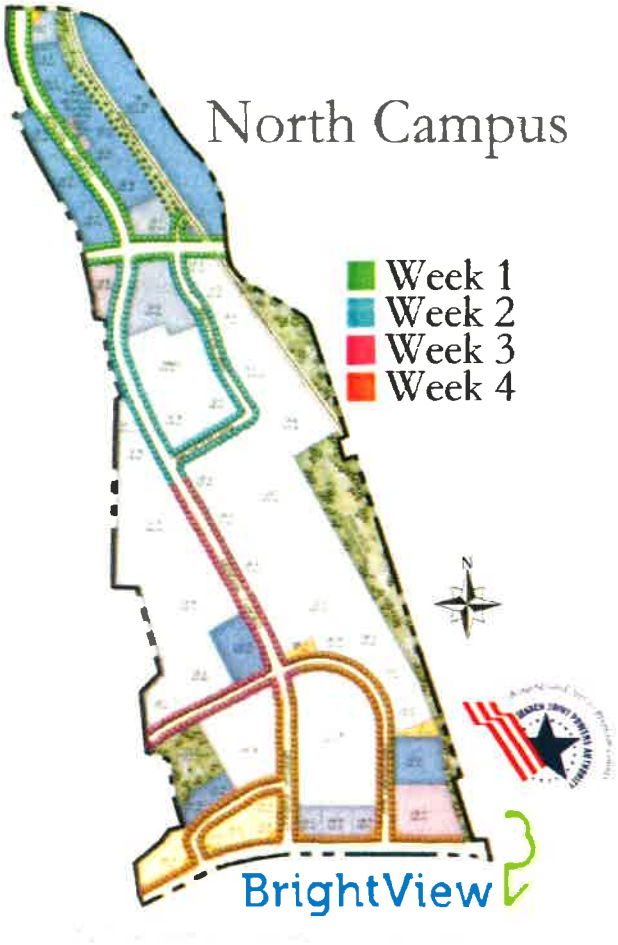
**EXHIBIT "A"**

SCOPE OF SERVICES

Ref: MJPA & Brightview February 12, 2020 Item No.8a (4)

BrightView

# WORK SEQUENCE PLAN




**1st Rotation – Completed within 30 Days**

- Introduce our Transition Team
- Perform an Irrigation Preventative Maintenance Inspection to Identify Existing issues within the first 7 days.
- Provide Report to March Joint Powers Authority With Our Irrigation Report Based on Inspection
- Get an Outstanding Work Order List
- Deficiencies and Opportunities for Upgrades
- Walk Entire Site Identifying Safety Hazards
- Begin to Establish Tree Wells & Limb-Ups on Trees for Pedestrian and Vehicular Clearance
- Complete First Pruning Rotation
- Address Focal areas for Additional Detailing

**2nd Rotation – Completed within 60 Days**

- Apply Fertilizers Based on LEED Specifications
- Remove Weeds in Hardscape
- Adjust Pruning Sequence (If Necessary) Based On Observations of the First 30 Days
- Start the Process of Cutting Shrubs to Their Proper Heights based on Their Species Horticultural Specifications
- Meet with Management to Check-In on Our Start-Up

**3rd Rotation – Completed within 90 Days**

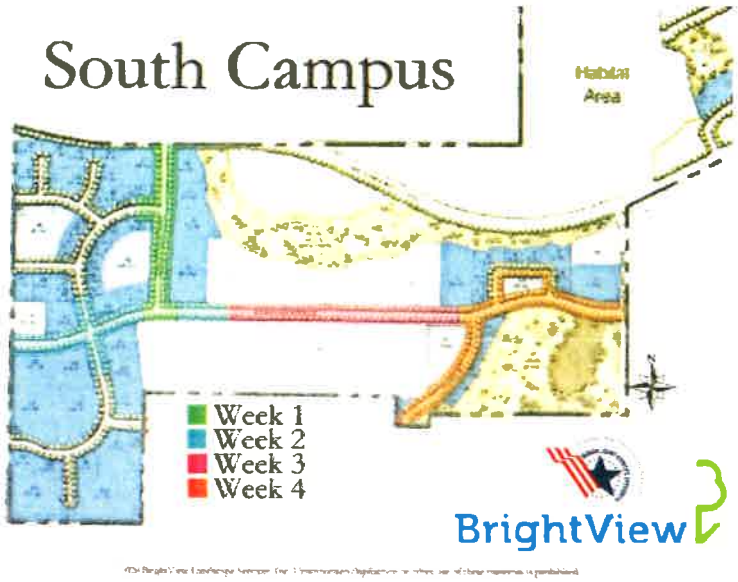
- Submit Final Rotation Maps If Any Adjustments Have Been Made
- Submit a Start-Up Recap of our First 90 Days of Service
- Submit Final Start-Up Photos to March Joint Powers Authority
- Remove Any Broken or Unnecessary Tree Stakes, Replace As Needed
- Continue to Trim Shrubbery to Proper Height
- Continue Delineating Plant Material to Match the Original Intent or Design

## Weekly Operational Plan

- Police Site for Trash and Haul Debris Offsite in Mornings and Afternoon
- Detail One Quadrant of Property Based on Pruning Rotation Above
- Blow Walkways Weekly Using Stihl Blowers
- Check Irrigation on a Daily Basis
- Weed Control
- Visually Inspect for Any Vandalism or Issues Management Should be Aware of.

Ref: MJPA & Brightview February 12, 2020 Item No.8a (4)

# WORK SEQUENCE PLAN




## Weekly Operational Plan

- Police Site for Trash and Haul Debris Offsite in Mornings and Afternoon
- Detail One Quadrant of Property Based on Pruning Rotation Above
- Blow Walkways Weekly Using Stihl Blowers
- Check Irrigation on a Daily Basis
- Weed Control
- Visually Inspect for Any Vandalism or Issues Management Should be Aware of.

**1st Rotation – Completed within 30 Days**

- Introduce our Transition Team
- Perform an Irrigation Preventative Maintenance Inspection to Identify Existing issues within the first 7 days.
- Provide Report to March Joint Powers Authority With Our Irrigation Report Based on Inspection
- Get an Outstanding Work Order List
- Deficiencies and Opportunities for Upgrades
- Walk Entire Site Identifying Safety Hazards
- Begin to Establish Tree Wells & Limb-Ups on Trees for Pedestrian and Vehicular Clearance
- Complete First Pruning Rotation
- Address Focal areas for Additional Detailing

**2nd Rotation – Completed within 60 Days**

- Apply Fertilizers Based on LEED Specifications
- Remove Weeds in Hardscape
- Adjust Pruning Sequence (If Necessary) Based On Observations of the First 30 Days
- Start the Process of Cutting Shrubs to Their Proper Heights based on Their Species Horticultural Specifications
- Meet with Management to Check-In on Our Start-Up

**3rd Rotation – Completed within 90 Days**

- Submit Final Rotation Maps If Any Adjustments Have Been Made
- Submit a Start-Up Recap of our First 90 Days of Service
- Submit Final Start-Up Photos to March Joint Powers Authority
- Remove Any Broken or Unnecessary Tree Stakes, Replace As Needed
- Continue to Trim Shrubbery to Proper Height
- Continue Delineating Plant Material to Match the Original Intent or Design

# WORK SEQUENCE PLAN




## Weekly Operational Plan

- Police Site for Trash and Haul Debris Offsite in Mornings and Afternoon
- Detail One Quadrant of Property Based on Pruning Rotation Above
- Blow Weekly Using Stihl Blowers
- Check Irrigation on a Daily Basis
- Weekly Mowing of All Turf Areas
- Weed Control
- Visually Inspect for Any Vandalism or Issues Management Should be Aware of.

**1st Rotation – Completed within 30 Days**

- Introduce our Transition Team
- Perform an Irrigation Preventative Maintenance Inspection to Identify Existing issues within the first 7 days.
- Provide Report to March Joint Powers Authority With Our Irrigation Report Based on Inspection
- Get an Outstanding Work Order List
- Deficiencies and Opportunities for Upgrades
- Walk Entire Site Identifying Safety Hazards
- Begin to Establish Tree Wells & Limb-Ups on Trees for Pedestrian and Vehicular Clearance
- Complete First Pruning Rotation
- Address Focal areas for Additional Detailing

**2nd Rotation – Completed within 60 Days**

- Apply Fertilizers Based on LEED Specifications
- Remove Weeds in Hardscape and Turf
- Adjust Pruning Sequence (If Necessary) Based On Observations of the First 30 Days
- Start the Process of Cutting Shrubs to Their Proper Heights based on Their Species Horticultural Specifications
- Meet with Management to Check-In on Our Start-Up

**3rd Rotation – Completed within 90 Days**

- Submit Final Rotation Maps If Any Adjustments Have Been Made
- Submit a Start-Up Recap of our First 90 Days of Service
- Submit Final Start-Up Photos to March Joint Powers Authority
- Remove Any Broken or Unnecessary Tree Stakes, Replace As Needed
- Continue to Trim Shrubbery to Proper Height
- Continue Delineating Plant Material to Match the Original Intent or Design

**EXHIBIT "B"**

SCHEDULE OF SERVICES

Ref: MJPA & Brightview February 12, 2020 Item No.8a (4)

BrightView

# LANDSCAPE PLAN FOR MARCH JOINT POWERS AUTHORITY

| TURF | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | OPTIONAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Mow (Weekly) 3" hgt | • | • | • | • | • | • | • | • | • | • | • | • | |
| Blowing (Weekly) | • | • | • | • | • | • | • | • | • | • | • | • | |
| Edge | • | • | • | • | • | • | • | • | • | • | • | • | |
| Fertilizer | | • | | | | • | | • | | | | • | |
| Nutsedge Control | | | • | | | | • | | | | | | |
| Pre-emergent Weed control | | | | | | | | | | | | | |
| Post-emergent Weed control | | | | | | | | | | | | | |
| Disease Control | | | | | | | | | | | | | As Needed |
| Insect Control | • | • | • | • | • | • | • | • | • | • | • | • | Varies by Pest |

| SHRUBS AND BEDS | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | OPTIONAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Weed control (Weekly) | • | • | • | • | • | • | • | • | • | • | • | • | |
| Pre-emergent weed control | | | | | | | | | | | | | |
| Post-emergent Weed control | | | | | | | | | | | | | |
| Atrimac application | | | | • | | | • | | | • | | | |
| Spot Treatments (As Needed) | | | | | | | | | | | | | As Needed |
| Fertilization | | | • | • | | | | | • | | | • | |
| Disease Control | | | | | | | | | | | | | As Needed |
| Insect Control | • | • | • | • | • | • | • | • | • | • | • | • | Varies by Pest |

| TREES | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | OPTIONAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Detail Tree Rings | • | • | • | • | • | • | • | • | • | • | • | • | |
| Fertilizers | | | • | • | | | | | | | | | |
| Pruning up to 15' hgt | • | • | • | • | • | • | • | • | • | • | • | • | |
| Insect Control | • | • | • | • | • | • | • | • | • | • | • | • | Varies by Pest |

| MISCELLANEOUS | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | OPTIONAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Debris/Litter Removal | • | • | • | • | • | • | • | • | • | • | • | • | |
| Pest and Rodent Control | • | • | • | • | • | • | • | • | • | • | • | • | |
| V-Ditch Clean Up | • | | | • | | | | | | • | • | • | |
| Spring Clean-up | | | | | | | | | | | | | |
| Curb/Gutter Weed Spray | | • | | | | • | | | | • | • | • | |

| IRRIGATION | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | OPTIONAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Check and Adjust (Weekly) | • | • | • | • | • | • | • | • | • | • | • | • | |
| Adjust Controllers Seasonally | • | • | • | • | • | • | • | • | • | • | • | • | As Needed |
| Monthly Irrigation Report | • | • | • | • | • | • | • | • | • | • | • | • | As Needed |

Ref: MJPA & Brightview February 12, 2020 Item No.8a (4)

**EXHIBIT "C"**

CONTRACTOR COMPENSATION

Ref: MJPA & Brightview February 12, 2020 Item No.8a (4)

BrightView

Ref: MJPA & Brightview February 12, 2020 Item No.8a (4)

BID SCHEDULE NO 1-4 Unit Price Sheet
FISCAL YEARS 2020-2021
*Prices are to include all labor, material, amendment, plant tabs and overhead
* Irrigation parts to be for Reclaimed water use and standards

| No | DESCRIPTION | | Cost Per Unit | | |
|---|---|---|---|---|---|
| 1 | Rainbird 1806 SAM PRS w nozzle | | $ 22.32 | | |
| 2 | Rainbird 1812 SAM PRS w nozzle | | $ 26.40 | | |
| 3 | Rainbird 2" PESB w fittings & water tight connector | | $ 272.30 | | |
| 4 | Rainbird 200-EFB-CP Non Potable | | $ 390.00 | | |
| 5 | Install 1000' linear foot of Netafilm 09 with Drip valve kit | | $ 566.00 | | |
| 6 | Griswold 2260 Normally open Valve-2" | | $ 1,210.00 | | |
| 7 | Brass Ball Valve-2" | | $ 90.66 | | |
| 8 | Carson Reclaimed Rectangle Valve Box | | $ 65.00 | | |
| 9 | Carson Reclaimed 12" Round Valve Box | | $ 37.46 | | |
| 10 | 1 Gallon plant material with plant tabs and amendment | | $ 9.00 | | |
| 11 | 5 Gallon plant material with plant tabs and amendment | | $ 27.00 | | |
| 12 | 15 Gallon plant material with plant tabs and amendment | | $ 75.00 | | |
| 13 | 24" Box Tree w Stakes with plant tabs and amendment | | $ 285.00 | | |
| 14 | 36" Box Tree w stakes with plant tabs and amendment | | $ 650.00 | | |
| 15 | 1"x4" Plastic landscape header board (brown) each | | $ 39.00 | | |
| 16 | 20' Brown Truck *Washingtonia robusta* | | $ 1,440.00 | | |
| 17 | 10' Brown Truck *Washingtonia robusta* | | $ 1,140.00 | | |
| 18 | Forest Floor Mulch (per yard) | | $ 58.00 | | |
| 19 | 1806 SAM PRS with MP Rotator Nozzle | | $ 19.00 | | |
| 20 | 1804 Sam PRS with MP Rotator Nozzle | | $ 29.56 | | |
| | | | $ 17.00 | | |
| | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| | Removal of Illegal dumping Cost per 10 yard haul | | $ 250.00 | | |
| | Cost for additional complete tree trimming | | $ 75.00 | | |
| | Cost for complete tree removal per inch at DBH. Stumps to be ground to a depth of 24" | | $ 1,200.00 | | |
| | Cost for Additional Palm Tree Trimming to 45' | | $ 75.00 | | |
| | Future contract additions | | | | |
| | Turf cost per sq ft | | $ .03 | | |
| | Landscape cost per sq ft | | $ .025 | | |
| | Hardscape cost per sq ft | | $ .01 | | |
| | | | | | |

BrightView

Ref: MJPA & Brightview February 12, 2020 Item No.8a (4)

BID SCHEDULE NO 1 LLMD FISCAL YEARS 2020-2023
NORTH CAMPUS

| No. | DESCRIPTION<br>LLMD Drainage Areas (#'s 1-4) | % of Contract | Monthly Cost | | Annual Cost |
|---|---|---|---|---|---|
| 1 | North Detention Basin TM lot 68<br>Weed Abatement and maintenance<br>(Cactus Ave to Alessandro) Slope and structures | 10% | $ 1,789.00 | | $ 21,468.00 |
| 2 | South Detention Basin TM lot 66<br>Weed Abatement and maintenance<br>(along 215 South from Cactus Ave) | 4 % | $ 715.00 | | $ 8,580.00 |
| 3 | Opportunity Way Control Detention Basin<br>Weed Abatement and maintenance<br>U4-E Lot (at the End of Opportunity Way ) | 6 % | $ 1,073.00 | | $ 12,876.00 |
| 4 | Open Space Detention Basin (North of Van Buren)<br>Weed Abatement and maintenance | 12 % | $ 2,146.00 | | $ 25,752.00 |
| | **LLMD Landscape Areas (#'s 6-11)** | | | | |
| 5 | Meridian Parkway and all LLMD areas from Alessandro to Van Buren | 16 % | $ 2,862.00 | | $ 34,344.00 |
| 6 | Cactus Avenue and all LLMD areas | 8 % | $ 1,431.00 | | $ 17,172.00 |
| 7 | Innovation Drive and all LLMD areas | 9 % | $ 1,610.00 | | $ 19,320.00 |
| 8 | Economic Drive | 4 % | $ 715.00 | | $ 8,580.00 |
| 9 | Opportunity Way and all LLMD Areas | 6 % | $ 1,073.00 | | $ 12,876.00 |
| 10 | Van Buren from Museum Gate to Village West Drive (includes Medians) | 10 % | $ 1,789.00 | | $ 21,468.00 |
| 11 | March Metro link Entrance (BZ3 Special assessment) | 1% | $ 180.00 | | $ 2,160.00 |
| 12 | West Campus Slopes and wall areas | 10 % | $ 1,789.00 | | $ 21,468.00 |
| 13 | Van Buren North Side and Medians from Village West to 215 | 4% | $ 715.00 | | $ 8,580.00 |
| | | | | | |
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| | **TOTALS FOR MAINTENANCE North Campus** | 100% | $ 17,887.00 | | $ 214,644.00 |

**OUT OF SCOPE OR ADDITIONAL SERVICES CONTRACT COSTS (will apply to all MJPA work areas)**

| | | | | | |
|---|---|---|---|---|---|
| | Removal of Illegal dumping Cost per 10-yard haul | One Stakebed dump) | | $ 250.00 | |
| | Cost for complete tree trimming -15' to 40 | | | $ 75.00 | |
| | Cost for complete tree removal per inch at DBH<br>Stumps to be ground to a depth of 24" | | | $ 1,200.00 | |
| | Cost for Palm Tree Trimming to 45' | | | $ 75.00 | |
| | **Future contract additions** | | | | |
| | | | | $ | |
| | | | | $ | |
| | Landscape cost per sq ft | | | $ .025 | |
| | Hardscape cost per sq ft | | | $ .01 | |

BrightView

Ref: MJPA & Brightview February 12, 2020 Item No.8a (4)

BID SCHEDULE NO. 2
SOUTH CAMPUS
FISCAL YEARS 2020-2023

| No. | DESCRIPTION<br>LLMD South Campus | % of Contract | Monthly Cost | | Annual Cost |
|---|---|---|---|---|---|
| 1 | Village West Drive Parkways and Median | 20% | $ 2,077.00 | | $ 24,924.00 |
| 2 | Kamena Rd. Parkways | 30 % | $ 3,116.00 | | $ 37,392.00 |
| 3 | Bundy Dr | 6 % | $ 623.00 | | $ 7,476.00 |
| 4 | Coyote Bush Drive Parkways and Median | 10 % | $ 1,455.00 | | $ 17,460.00 |
| 5 | Slope along Conservation area | 30% | $ 3,116.00 | | $ 37,392.00 |
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| | **TOTALS FOR MAINTENANCE** | | $ 10,387.00 | | $ 124,644.00 |
| | | | | | |

**OUT OF SCOPE OR ADDITIONAL SERVICES CONTRACT COSTS (will apply to all MJPA work areas)**

| | | | | | |
|---|---|---|---|---|---|
| | Removal of Illegal dumping Cost per 10-yard haul | One Stakebed dump) | | $ 250.00 | |
| | Cost for complete tree trimming -15' to 40' | | | $ 75.00 | |
| | Cost for complete tree removal per inch at DBH Stumps to be ground to a depth of 24" | | | $ 1,200.00 | |
| | Cost for Palm Tree Trimming to 45' | | | $ 75.00 | |
| | **Future contract additions** | | | | |
| | | | | $ | |
| | Turf maintenance cost per sq ft | | | $ .03 | |
| | Landscape cost per sq ft | | | $ .025 | |
| | Hardscape cost per sq ft | | | $ .01 | |

BrightView

Ref: MJPA & Brightview February 12, 2020 Item No.8a (4)

BID SCHEDULE NO 4
MARCH INLAND PORT
FISCAL YEARS 2017-2018.

| No. | DESCRIPTION | | Monthly Cost | | Annual Cost |
|---|---|---|---|---|---|
| 1) | Airport Terminal Landscape (Irrigated) | | $ 1,625.00 | | $ 19,500.00 |
| 2) | Weed Abatement 4 x year Apron | | $ 1,625.00 | | $ 19,500.00 |
| 3) | Weed Abatement 4 x year Heacock Ave Fence | | $ 1,625.00 | | $ 19,500.00 |
| 4) | Weed Abatement 4 x year Front Terminal areas | | $ 1,625.00 | | $ 19,500.00 |
| | | | | | |
| | **Weed abatement complete by January 15, April 15, June 20, and September 15 | | | | |
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| | TOTALS FOR MAINTENANCE | | $ 6,500.00 | | $ 78,000.00 |
| | | | | | |

## GRAND TOTAL FOR ALL ~~(4)~~ 3 PROPERTIES:

~~$57,771~~ Monthly

~~$693,252~~ Annually

LLMD $28,264 mo

MIP $495 mo

## *****Portfolio Offer*****

Should all (4) properties be awarded together we would offer this discounted rate below.

~~$54,750.00~~ Monthly

~~$657,000~~ Annually

## Annual Savings $36,252.00

BrightView

Ref: MJPA & Brightview February 12, 2020 Item No.8a (4)

## Public Works Contractor Registration Certification

Bidder hereby certifies that Bidder is aware of the registration requirements set forth in Labor Code sections 1725 5 and 1771 1 and is currently registered as a contractor with the Department of Industrial Relations to perform public work Bidder further acknowledges that Bidder verified that all subcontractors listed in the bid are registered with the Department of Industrial Relations

Name of Bidder BrightView Landscape Services Inc DIR Registration Number 1000005364

Signature [signature] Name and Title Leon Vitort - Senior Branch Manager

Dated 1 30/2020

***Failure to identify the registration number of a subcontractor included in the bid is grounds to reject the bid as non-responsive If necessary, provide additional sheets

| Subcontractor Listed in Bid | DIR Registration No |
|---|---|
| No Subcontractors | |
| | |
| | |
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# MARCH JOINT POWERS COMMISSION
## OF THE
## MARCH JOINT POWERS AUTHORITY

## *MJPA Operations – Consent Calendar*
## *Agenda Item No. 8a (6)*

Ref: MJPA & Brightview March 24, 2021 Item No.8a (6)

**Meeting Date:** March 24, 2021

**Action:** **APPROVE 1ST ONE-YEAR OPTION TO RENEW A PROFESSIONAL SERVICES AGREEMENT WITH BRIGHTVIEW LANDSCAPE SERVICES FOR LANDSCAPING, LIGHTING AND MAINTENANCE DISTRICT NO. 1 LANDSCAPE MAINTENANCE**

**Motion:** Approve 1st One-Year Option to renew a Professional Services Agreement with Brightview Landscape Services for Landscaping, Lighting and Maintenance District No. 1 landscape maintenance and authorize the Executive Director to execute the Renewal.

**Background:**

On February 12, 2020, the Commission approved the current landscape maintenance agreement for Landscaping, Lighting and Maintenance District No. 1 (LLMD) with Brightview Landscape for one year, with four (4) one-year extension options.

As future phases are being incorporated into the LLMD, Brightview Landscape Services will maintain those areas at the price per square foot identified in the original proposal. Additionally, the cost for replacement items such as plants and trees will be a separate charge.

Staff recommends approval of the 1st one-year renewal option for the Professional Services Agreement with Brightview Landscape Services for Landscaping, Lighting and Maintenance District No. 1 (LLMD). The agreement term is for one year with three (3) one-year options with a commencement date of February 12, 2021. No other terms of the agreement have changed.

**Attachment:** None.

Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

# MARCH JOINT POWERS COMMISSION
## OF THE
## MARCH JOINT POWERS AUTHORITY

## *MJPA Operations - Consent Calendar*
## *Agenda Item No. 8 (2)*

**Meeting Date:** August 10, 2022

**Action:** **APPROVE BRIGHTVIEW LANDSCAPE PROFESSIONAL SERVICES AGREEMENT, AMENDMENT NO. 1, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

**Proposed Motion:** Move to approve BrightView Landscape Professional Services Agreement, Amendment No. 1 and authorize the Executive Director to execute the Agreement.

**Background:**

On February 12, 2020, the Commission approved a Professional Services Agreement with BrightView for landscape services within the JPA's Meridian Business Park Landscape, Lighting and Maintenance District 1 that allowed for four one-year extension options. Subsequent Addendums to BrightView's Scope of Work were executed on February 15th, and then again on May 14th of 2021 to add LLMD maintenance areas to BrightView's contract as Meridian Business Park expanded. On March 24, 2021, the first one-year extension option was approved by the Commission and executed by the Executive Director. During COVID, a number of service needs arose within the LLMD and as such, a full amendment to the full Professional Services Agreement was necessary. To ensure that we are addressing increasing maintenance needs within the LLMD given the buildout of Meridian Business Park South Campus, this year's contract extension with BrightView includes the following amendments.

1. Removal of MIPAA references from the contract
2. Removal of all non-LLMD properties or assets from the contract
3. Addition of Controller Area Tables
4. Addition of Irrigation Controller Areas Map
5. Clarifications of General Conditions
6. Addition of Monthly Maintenance Schedules

All other provisions within the original contract, and subsequent scope of work addendums shall remain in full force and effect. Two optional one-year extensions are made a part of this contract.

**Attachment:** 1) None

Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

# PROFESSIONAL SERVICES AGREEMENT
~~AMENDMENT NO. 1~~ TR.

This Agreement is made and entered into this 10th day of August 2022 by and between the March Joint Powers Authority, hereinafter referred to as "AUTHORITY," and BrightView Landscape, hereinafter referred to as "CONTRACTOR."

## RECITALS

WHEREAS, Contractor is a professional business, experienced in providing landscape maintenance services for the Landscape Lighting Maintenance District No. 1 (LLMD) (North and South Campuses) and are familiar with the requirements of the March Joint Powers Authority; and

WHEREAS, the Authority desires to engage Contractor to render certain services as set forth herein; and

NOW, THEREFORE, in consideration for the promises set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

## SECTION I
## SERVICES OF THE CONTRACTOR; TERM

1. General Scope of Services and General Conditions. Contractor shall provide professional services and advice on various issues affecting the decisions of Authority regarding landscape maintenance services. The Services are described in Exhibit "A."

2. The term of this Agreement shall be from August 10, 2022 to August 10, 2023, with two (2) additional one year extension options, unless earlier terminated as provided herein.

## SECTION II
## RESPONSIBILITIES OF CONTRACTOR

1. Control and Payment of Subordinates. The Authority retains Contractor on an independent firm basis and Contractor is not an employee of the Authority. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

2. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of the Executive Director or his/her designee, who is an employee of the Authority.

Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

3. Substitution of Key Personnel. Contractor has represented to the Authority that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of Authority. In the event that the Authority and Contractor cannot agree as to the substitution of key personnel, the Authority shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section V of this Agreement. The key personnel for performance of this Agreement are as follows: Rene A. Rivera.

4. Coordination of Services. Contractor agrees to work closely with the Authority staff in the performance of Services and shall be available to the Authority's staff, consultants and other staff at all reasonable times.

5. Standard of Care; Licenses. Contractor shall perform the Services under this Agreement in a skillful and competent manner and shall serve and maintain in force any and all licenses, permits or other approvals necessary for it to carry out the services.

6. Insurance. Contractor shall obtain and shall require any subcontractors to obtain insurance of the types and in the amounts described below and satisfactory to the Authority.

A. Commercial General Liability Insurance. Contractor shall maintain occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than $1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall:

1) Name the Authority, its officials, officers, employees and agents as insureds with respect to performance of Services. Such insured status shall contain no special limitations on the scope of its protection to the above-listed insureds.

2) Be primary with respect to any insurance or self insurance programs covering the Authority, its officials, officers, employees, agents, and consultants.

3) Contain standard separation of insureds provisions.

B. Business Automobile Liability Insurance. Contractor shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than $1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation Insurance. Contractor shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than $1,000,000 per accident at any times during the term of this Agreement during which Contractor may retain employees.

D. Certificates/Insurer Rating/Cancellation Notice.

1) Contractor shall, prior to commencement of the Services,

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furnish to the Authority properly executed certificates of insurance, and certified copies of endorsements, and policies if requested by the Authority, which shall clearly evidence all insurance required in this Section. Contractor shall not allow such insurance to be canceled or allowed to expire except on 30 days prior to written notice to the Authority.

2) Contractor shall maintain such insurance from the time the Services commence until the Services are completed, except as may be otherwise required by this Section.

3) Contractor shall place insurance with insurers licensed to do business in California.

4) Contractor shall replace certificates, policies and endorsements for any insurance expiring prior to completion of the Services.

7. Schedule of Services. Contractor shall perform the Services in accordance with the Schedule of Services set forth in Exhibit "B", attached hereto. In order to facilitate Contractor's conformance with the Schedule, the Authority shall respond to Contractor's submittals in a timely manner. Upon request of the Authority, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

## SECTION III
## FEES AND PAYMENTS

1. Compensation. Contractor shall receive compensation, including reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto. The total compensation shall not exceed $40,546.88 per month for LLMD #1 without written approval of the Authority's Executive Director. Invoices shall be accompanied by completed checklists as outlined under Exhibit "A", Attachment 1, and Exhibit "B".

2. Payment of Compensation. Contractor shall submit on business letterhead, a photocopy of the original invoice(s) describing individual material costs and an invoice with line items for material costs, labor costs and administrative costs. Each invoice must use the bid schedule, Irrigation Controller Area bid line items with a column for the bid price, a column for the percentage invoiced and a column for the total amount billed for each Controller Area. Each line-item percentage will be verified by the March Joint Powers Authority accounting department and the Executive Director or authorized representative. The Authority reserves the right to reduce the percentage of any Controller Area billing not matching the field condition. Payment for work shall be as agreed upon by the March Joint Powers Authority and the firm. In the event of disputes, the disputed invoice shall be submitted to the Executive Director for review and decision. The determination of the Executive Director shall be final.

The Authority shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by the Authority.

Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

## SECTION IV
## ACCOUNTING RECORDS

Contractor shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of the Authority during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

## SECTION V
## GENERAL PROVISIONS

1. Termination of Agreement.

A. The Authority may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services, which have been adequately rendered to the Authority, and Contractor shall be entitled to no further compensation. Contractor may terminate this Agreement without, or for, cause upon ninety (90) days' notice to the Authority.

B. In the event this Agreement is terminated in whole or in part as provided in paragraph A of this section, the Authority may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

C. If this Agreement is terminated as provided in paragraph A of this section, the Authority may require Contractor to provide all finished or unfinished documents, data, programming source code, reports, etc., prepared by Contractor in connection with the performance of Services under this Agreement.

2. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: Fred Fruend
BrightView Landscape
715 W. LaCadena Drive
Riverside, CA 92501
(951) 684-2730

Authority: Dr. Grace Martin
March Joint Powers Authority
14205 Meridian Parkway, Suite 140
Riverside, CA 92518
(951) 656-7000

Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

Such notice shall be deemed made when personal delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class prepaid and addressed to the party at its applicable address.

3. Ownership of Materials/Confidentiality.

A. Property of Authority. All materials and data, including data on magnetic media, prepared by Contractor under this Agreement shall become the property of Authority upon the completion of the term of this Agreement, except that Contractor shall have the right to retain copies of all such documents and data for its records. The Authority shall not be limited in any way in their use of such data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the Authority's sole risk and provided that Contractor shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement. Should Contractor, either during or following termination of this Agreement, desire to use any materials prepared in connection with this Project, it shall first obtain the written approval of the Authority.

B. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials described in subsection A either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of the Authority, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor, which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use the Authority's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the Authority.

4. Attorney's Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suits.

5. Indemnification. Contractor shall defend, indemnify and hold the Authority, its officials, officers, employees and agents free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or willful misconduct of Contractor arising out of or in connection with Contractor's performance of this Agreement, including without limitation the payment of attorneys' fees. Further, Contractor shall defend at its own expense, including attorneys' fees, the Authority, its officials, officers, employees, and agents in any legal action based upon such negligent acts, omissions or willful misconduct.

6. Entire Agreement. This Agreement contains the entire Agreement of the

parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified in writing signed by both parties.

7. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

8. Authority's Right to Employ Other Contractors. The Authority reserves right to employ other contractors in connection with this Project.

9. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties and shall not be assigned by Contractor without the prior written consent of the Authority.

10. Prohibited Interests.

A. Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Authority shall have the right to rescind this Agreement without liability.

B. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the Authority, during the term of his or her service with the Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

11. Equal Opportunity Employment.

Contractor represents that it is an equal opportunity employer, and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of the Authority's employee recruitment and hiring policies, the Minority Business Enterprise program, or other related Commission programs or guidelines currently in effect or hereinafter enacted.

## SECTION VI
## SUBCONTRACTING

1. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of the Authority.

2. Subcontracts, if any, shall contain a provision making them subject to all



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provisions stipulated in this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed the Agreement on the date first hereinabove written.

Authority

By: Grace I. Martin, DPPD
Title: Executive Director

Contractor

By: Fred Truend
Title: Senior Vice President

Attest:

Authority Clerk

Approved as to Form:

Thomas A. Rice
Best Best & Krieger LLP
General Counsel

JPC Approved 081022 item 8.2.



Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

**EXHIBIT A**

SCOPE OF SERVICES & GENERAL CONDITIONS

Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

Edited August 24, 2022

**March Joint Powers Authority**
**LLMD No. 1**

## SCOPE OF SERVICES & GENERAL CONDITIONS

1 SCOPE OF WORK

A. The intent of this Agreement is to secure a contractor(s) who shall provide THE COMPLETE LANDSCAPE MAINTENANCE OF VARIOUS LOCATIONS THROUGHOUT THE MARCH JOINT POWERS AUTHORITY AREAS.

B. The Contractor shall furnish all labor, tools, materials, and equipment to provide the landscape maintenance and repairs as set forth in this Agreement.

C. All Work shall be done in a professional, thorough and workman like manner to the satisfaction of the Executive Director, or authorized agent, and comply with all legal construction and landscape maintenance practices. The premises shall be maintained at the level of service provided for in these specifications **at all times**.

D. The Contractor shall have the duty to provide complete landscape maintenance of all the project areas, including, but not limited to, the following:

1. Fertilize, under-trim trees and shape shrubs
2. Fertilize and trim ground cover areas
3. Fertilize, mow and edge turfgrass areas
4. Consistently maintain all V-ditch and storm drains to be devoid of all debris, weeds, sediment and litter.
5. Consistently maintain the project areas with horticulturally acceptable growth and color
6. Consistently maintain the project areas to be devoid of weeds
7. Consistently maintain the project areas to be devoid of weeds five (5) feet out into the curb, gutter and street and edge of landscape area
8. Consistently maintain the project areas to be devoid of diseases, rodents and pests
9. Consistently maintain the project areas to be devoid of litter
10. Consistently maintain the project areas to be devoid of safety hazards
11. Consistently maintain the project areas to be devoid of unsafe walkways
12. Consistently maintain the project areas to be devoid of blocked drainage systems
13. Consistently maintain the project areas to be devoid of malfunctioning irrigation systems
14. Consistently maintain the project areas to be devoid of graffiti and paper like signs and/or stickers
15. Program, monitor, adjust and maintain all irrigation system controllers and radio communication
16. Perform extra work as directed and approved.

E. The Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification. Emergencies that involve maintenance work included in these general conditions shall not be compensated.

F. The Contractor shall perform a weekly maintenance inspection, during daylight hours, of all areas. Such inspection shall be both visual and operational. It shall include, but not be limited to, the operation of all irrigation and/or other mechanical systems to check for proper condition and reliability. A weekly maintenance inspection report will be submitted to the March JPA.

Edits:
*Section 31G Bare Ground*, was 240 Cu yards, now 120 cu yards per Location
*Section 34, Enhanced Corners* has been removed

Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

2. WORK SITES

   A. Work sites may include medians, parkways, parks, slopes, greenbelt area, fuel modification areas, detention basins or natural conservation areas.

   B. An identification of the areas to be maintained is provided in the IRRIGATION CONTROLLER TABLES for NORTH CAMPUS and SOUTH CAMPUS.

   C. Inventories supplied with this bid package are only approximate and may contain errors. It is the responsibility of the Contractor to accurately measure the individual project areas and to come to a final square footage summary for exact biding costs.

   D. The March Joint Powers Authority reserves the right to make additions or deletions under this contract with written notice to the Contractor. The monthly compensation shall be adjusted by the monthly unit cost per square foot if any charges result in an increase or reduction in square footage maintained.

   E. The March Joint Powers Authority reserves the right to make additions or deletions under this contract. Compensation shall be based on a per unit cost of work completed.

3. LENGTH OF CONTRACT

   This PRIMARY contract shall terminate on August 10, 2023. The FIRST optional extension may be granted for a term of TWELVE (12) MONTHS, from August 10, 2023, through August 9, 2024, and any proposed increase shall be no greater than the CPI (Consumer Price Index) for the Riverside area, measured performance of the contractor and funding renewal. The SECOND optional extension may be granted for a term of TWELVE (12) MONTHS, from August 10, 2024 through August 9, 2025 and any proposed increase shall be no greater than the CPI (Consumer Price Index) for the Riverside area, measured performance of the contractor and funding renewal. All optional extensions of the contract are subject to approval by the Executive Director and are contingent upon funding and performance by the Contractor.

4. DEFINITIONS

   A. Where "as directed", "as required", "as permitted", "approved", "acceptance", or words of similar importance are used, it shall be understood that the direction, requirement, permission, approval or acceptance of the March Joint Powers Authority, is intended unless otherwise stated.

   B. The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by the March Joint Powers Authority, Executive Director, and working under this contract.

   C. The use of the words "shall" and "may" shall be held to mean "mandatory" and "permissive" respectively.

5. VANDALISM/THEFT/DAMAGE

   Contractor shall be responsible for reporting all damage, vandalism and theft of any existing landscaped areas or material, which are maintained under this contract. The repairs shall be made within 24 hours of receiving a notice to proceed by email or fax transmission. At no time shall damage by unknown sources remain unreported for a period exceeding 48-72 hours. Additional compensation will be provided **only with a signed written authorization** for costs that are directly related to the theft and/or vandalism.

Edits:
*Section 31G Bare Ground*, was 240 Cu yards, now 120 cu yards per Location
*Section 34, Enhanced Corners* has been removed

Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

6. PROPOSAL

Contractor shall submit a written proposal on business letterhead with line items for individual material costs, labor cost and administrative costs as specified in this document within twenty-four (24) hours to the March Joint Powers Authority. Contractor shall secure written authorization for the repairs by the Executive Director, or authorized agent, within twenty-four (24) hours by fax transmission. For emergencies regarding public safety, a verbal approval by the March Joint Powers Authority Executive Director, may be obtained.

7. COMPLETION OF WORK

A. Work is to commence within twenty-four (24) hours after receiving March Joint Powers Authority approval.

B. The work is to be inspected by the March Joint Powers Authority, then invoiced as specified in the Section 8 of the General Conditions.

8. INVOICING OF WORK

Contractor shall submit on business letterhead, a photocopy of the original invoice(s) describing individual material costs and an invoice with line items for material costs, labor costs and administrative costs.
Each invoice must include the attached Irrigation Controller Table (Attachment 1) and as required, the approved prices from the table labeled "Unit Prices for North and South Campuses".

9. ADDITIONAL WORK

A. The Executive Director, may, at their discretion, authorize the Contractors to perform additional work. Additional work shall be defined as work not included in this Agreement.

B. Prior to the Contractor performing any additional work, the Contractor shall prepare and submit a written description of why the additional work is required, what type of work is proposed, and a cost estimate for the additional work. No work shall commence without written authorization from the Executive Director, or authorized agent. Notwithstanding the above authorization, when a condition exists where there is imminent danger of injury to the public or damage to property, the Executive Director, may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Executive Director, or authorized agent, for approval.

C. The cost estimate for additional work shall consist of the following elements:
   1. Base cost of labor plus fifteen percent (15%) for overhead and profit.
   2. Actual cost of materials plus fifteen percent (15%) for overhead and profit.
   3. Materials may be provided by the March Joint Powers Authority.

D. Written authorization from the Executive Director, shall be by the issuance of a Change Order. This Change Order shall be considered an amendment to this Agreement and approved by the Executive Director, or authorized agent, and Contractor.

E. All additional work shall commence on the specified date established and shall diligently proceed until completion; Contractor shall not use the labor force assigned to the contractual maintenance tasks to perform additional (extra) work.

Edits:
*Section 31G Bare Ground*, was 240 Cu yards, now 120 cu yards per Location
*Section 34, Enhanced Corners* has been removed

Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

F. Upon completion of the additional work, the Maintenance Division Manager, or authorized agent, shall be notified so that the work may be verified.

G. The Contractor shall submit an invoice for compensation with attached photocopies of original invoices for materials. Compensation shall not exceed the written estimate. The Contractor's invoice shall be subject to audit and review by the March Joint Powers Authority prior to payment.

H. The March Joint Powers Authority reserves the right to repair or contract with a third Party to perform such additional work.

10. CONTRACTOR LIABILITY

A. All damage to existing improvements located within areas and adjacent to areas under construction, which in the opinion of the Executive Director, due to the Contractor's operation, shall be repaired or replaced at the Contractor's expense with exact (existing) materials and in an approved manner.

B. Such repairs or replacements shall be performed by the Contractor at no cost to the March Joint Powers Authority and shall be accomplished as directed by the Executive Director or authorized agent. Repairs shall be made immediately after damage or alteration occurs. Deductions shall be made from the contractor's payments in the amount necessary to compensate the March Joint Powers Authority for such repairs in the event such repair work is done by March Joint Powers Authority forces or another source.

**C. Irrigation damage shall be repaired or replaced within the following time limits:**

1. **Irrigation entities such as, but not limited to, risers, heads, backflow device and valves that are damaged during regular routine maintenance and become non-functional or non-efficient shall be replaced immediately**
2. **Mainline irrigation breaks shall be repaired within two (2) hours of being notified.**
3. **All other irrigation repair and/or replacement shall be completed within 24 hours of being notified.**

D. All damages to turfgrass, groundcover, shrubs or trees shall, be repaired or replaced within seven (7) days of being notified. Damage to turf shall be repaired by replacement with the appropriate variety of sod; reseeding shall not be considered as an adequate repair. Damage to ground cover shall be repaired by replacement with the appropriate variety of plant material. Size and spacing shall be determined by the Executive Director, or authorized agent. Damage to shrubs may be corrected by appropriate pruning; however, if in the opinion of the Executive Director, or authorized agent, the damage is severe, the shrub shall be removed and replaced with a similar variety and size.

E. Damage to trees shall be repaired in the following manner:

1. Minor damage, such as bark lost from mechanical equipment shall be remedied by a certified Arborist.
2. If the damage results in the loss of the tree, or, if in the opinion of the Executive Director, or his authorized agent, the damage is severe, the damaged tree shall be removed and replaced with a similar variety and size.
3. All damage resulting from chemical application and/or operation, either by spray-drift, improper application, lateral leaching, or other means shall be corrected in accordance with the previous provisions and the soil conditioned to ensure its ability to support plant life.
4. All work shall be inspected, verified, and completed to the satisfaction of the Executive Director, or authorized agent.

Edits:
*Section 31G Bare Ground*, was 240 Cu yards, now 120 cu yards per Location
*Section 34, Enhanced Corners* has been removed

Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

11. INSPECTION

The March Joint Powers Authority and an appointed representative of the Contractor shall conduct a weekly walkthrough to inspect each individual work area. This inspection is to ensure adequacy of maintenance, methods of performing the work are in compliance with the contract and allow all deficiencies to be corrected prior to invoice submission and payment. However, this shall not be construed to relieve the Contractor of the duty to provide continuous inspection of individual work areas. Discrepancies and deficiencies in the Contractor's work shall be brought to the attention of the Contractor and corrected in the manner prior to invoicing and payment.

12. HAZARDOUS CONDITIONS

It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any areas within this Agreement unsafe, as well as any unsafe practices occurring thereon. The March JPA shall be notified immediately of any unsafe condition that requires major correction. The Contractor shall be responsible for making minor corrections including, but not limited to, filling holes in landscaped areas, diverting water sheet flow, using barricades or traffic cones to alert persons of the existence of hazards and replacing valve box covers so as to protect all persons from injury. The Contractor shall inspect all work sites for hazards, or potential hazards in the contractual areas on a daily basis. During the required inspection of all work sites for hazards, or potential hazards, the Contractor shall keep a log indicating the date the area was inspected, any unsafe conditions, and the action taken.

13. CONTRACTOR STAFF

A. The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, to the satisfaction of the Executive Director, or authorized agent, all work required under this contract during the prescribed hours. Staffing shall be adequate enough to complete the maintenance/construction required in each area. Payment will be based upon completed, acceptable work. Incomplete or unacceptable work will result in a delay or reduction of billing payment.

B. The Contractor shall have competent supervisors on the job at all times when work is being performed who are capable of communicating effectively both in written and oral English, and discuss matters pertaining to this contract. Supervisors must be able to demonstrate to the satisfaction of the Executive Director, or authorized agent, that they possess adequate technical background. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high-quality work, which will be acceptable to the Executive Director, or authorized agent. Any order or communication given to the supervisor shall be deemed as delivered to the Contractor.

D. The contractor shall provide the minimum staffing requirements for the sites awarded to them. Any reduction in staff assigned to the contract areas will result in a deduction of $200.00 per man for each day there is non-compliance, in the event of the contractors staff being absent for personal reasons you will be required to fill in the vacancy created to conform with the minimum staffing requirements.

E. The Contractor, and their employees, shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. The Executive Director, or authorized agent, may require a Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the March Joint Powers Authority.

Edits:
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F. The Contractor shall require each of his employees to wear basic public works working attire. These are basically proper shoes, and other gear required by State Safety Regulation, and proper wearing of the clothing. Shirts shall be worn and buttoned at all times; safety vests are required when indicated by the Work Area Traffic Control Handbook, the Executive Director, or authorized agent.

G. The Contractor and their employees shall be trained in the safe work practices while working adjacent to streets and highways. It is the responsibility of the contractor to provide training and enforcement of their employees to ensure that they are setting up proper traffic control measures while working in and adjacent to streets, roads and highways as outlined in the State of California "Manual of Traffic Controls" current edition, and the "Work Area Traffic Control Handbook."

H. The Contractor shall establish an identification system for personnel assigned to the construction site, which clearly indicates to the public the name of the Contractor and individual responsible for the construction work. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and name badges.

I. During inclement weather, (rain, wind etc.) the contractor shall be required to provide a minimum of half of their staff to perform work per the March Joint Powers Authority's direction.

14. LOCAL OFFICE

A. The Contractor shall maintain an office with a telephone and provide at all times the following:
   1. A responsible person(s), employed by the Contractor, which shall have the ability to take necessary action regarding all inquiries and/or complaints received from the Executive Director, or authorized agent.
   2. This person(s) shall be accessible twenty-four (24) hours per day and seven (7) days per week
   3. An answering service shall be considered an acceptable substitute to full-time coverage, outside of prescribed working hours, provided the Contractor is notified of any communication within one (1) hours after receipt of said communication.

B. During normal working hours, the Contractor's supervisors, who are responsible for providing contractual services, shall be available for notification through pager, radio or cellular telephone communication.

15. STORAGE FACILITIES

The March Joint Powers Authority shall not provide any storage facilities for the Contractor.

16. SIGNS

Contractor shall not post signs or advertising matter upon the areas under maintenance or improvements thereon, unless prior written approval is obtained from the Executive Director, or authorized agent.

Contractor shall, at all times, remove all unauthorized signs and advertising matter such as, but not limited to, garage sale signs, yard sale signs, campaign signs and personal business signs in the area under maintenance.

17. LOCK AND KEYS

A. Where March Joint Powers Authority locks and keys are required as part of this contract, the Contractor shall:
   1. Not duplicate any coded March Joint Powers Authority key furnished by the March Joint Powers Authority.

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2. Surrender all keys furnished by the March Joint Powers Authority promptly at the end of the contract period, or at any time-deemed necessary by the Executive Director, or authorized agent, to prevent loss to the March Joint Powers Authority.
3. Protect the security of the March Joint Powers Authority property by keeping controller cabinets and enclosure doors locked at all times.
4. Contact the March Joint Powers Authority immediately if a security lock is non-functional and needs repaired.
5. Refrain from using premises behind locked doors for storage of materials, supplies or tools except as approved by the Executive Director, or authorized agent.

18. UTILITIES

The March Joint Powers Authority shall pay for the maintenance-related water and electrical utilities. Water usage shall not exceed the amount required to comply with schedules established by the Western Municipal Water Districts allocated budgets. **The Contractor shall be charged for all excessive utility usage due to the contractor's failure to monitor irrigation system, comply with "over budget alerts." malfunctions or unauthorized increases in water usage**. The excess cost will be determined by the Water bill and allocated budgets. The excess cost factor shall be deducted from payments to the Contractors. However, the Contractor will be allowed five (5) working days, upon receiving notice, to explain in written documentation the cause of the increase in utility usage in question.

19. NON-INTERFERENCE

The Contractor shall not interfere with the public use of the premises and shall conduct their operations so as to offer the least possible obstruction and inconvenience to the public, nor disrupt the peace and quiet of the area within which the services are performed.

20. PARKING

A. The Contractor shall park his vehicles and equipment within designated parking areas or in such a location to insure normal vehicular traffic.

B. The Contractor's vehicles and equipment shall not be parked or set in such a manner that they block pedestrian access, bicycle lanes or vehicular right-of-way except as required to comply with all safety standards of OSHA or CAL-OSHA.

21. LITTER

All areas in the work sites shall be kept free of, but not limited to, the following items: bottles, glass, cans, paper, cardboard, metallic items, feces, dead animals/roadkill and other debris **prior to leaving site on a daily basis (Monday – Friday)**. The Contractor shall promptly remove from the work area, all debris generated by their performance and dispose of the debris in a legal manner.

22. USE OF CHEMICALS

A. The Contractor shall submit a list of all chemical herbicides, pesticides, and rodenticides proposed for use under this contract for approval by the Executive Director, or authorized agent with the signed contract. Materials included on this list shall be limited to chemicals approved by the State of California Department of Food and Agriculture and shall include the exact brand name and generic formulation. The use of any chemical

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on the list shall be based on the recommendations of a California State Licensed Pest Control Advisor where required by law.

B. The use of chemicals shall conform to the current Riverside County Agriculture Commissioner regulations. No chemical herbicide, rodenticide or pesticide shall be applied until its use is approved, in writing, by the Executive Director, or authorized agent as appropriate for the purpose and area proposed.

C. The Contractor shall submit to the Executive Director, or authorized agent, with the signed contract, the chemical application program they intend to implement within specified landscape maintenance areas. The chemical application program will include a quarterly application of pre- herbicides to completely cover all bare ground areas within the landscape development to control weed growth. In a weekly landscape program of post-emergent applications will be carried out to keep undesirable vegetation from growing. A dye indicator shall be used with all spray applications.

D. A list of acceptable herbicides:

| Turf Indicator | Post-Emergent's | Growth Regulators | Pre-Emergent |
|---|---|---|---|
| Blazon | Glyphosate | Atrimmec | Surflan |
| | Razor | | Pennant |
| | Turflon | | Pendulum |
| | Speed Zone | | Snap Shot |

Nutsedge control will need two applications of proper chemical to be applied the last week of March and a second application will be applied the first week of July to achieve adequate seasonal control. An application of Atrimmec shall be applied to vigorous growing shrubs within Landscape Maintenance Project areas at the beginning of April, July and October. A two (2) ounce per gallon with an activator mix will achieve desirable growth control of said shrubs. Required spray equipment will consist of at least one (1) large spray rig of 200-gallon capacity or more and a backpack sprayer provided for each crew performing daily landscape maintenance.

23. DISEASE AND PEST CONTROL

A. The Contractor shall inspect all landscaped areas for the presence of disease, snail, insect or rodent infestation on a weekly basis. The Contractor shall report any applied treatments with their next monthly billing. The Contractor shall identify the disease, snail, insect or rodent and specify control measures to be taken. The Contractor shall implement control measures, exercising extreme caution in the application of all spray materials, dust or other materials utilized. Approved control measures shall be continued until the disease, snail, insect or rodent is controlled to the satisfaction of the Executive Director, or authorized agent. The Contractor shall utilize all safeguards necessary during disease, snail, insect or rodent control operations to ensure safety of the public and the employees of the Contractor.

B. The Contractor shall perform, at their sole expense, the following services:
   1. All work involving the use of chemicals will be accomplished by a State of California licensed pest control operator. A written recommendation by a person possessing a valid California Pest Control Advisor License is required prior to chemical application where required by law.
   2. All chemicals requiring a special permit for the use must be registered by the Contractor with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Executive Director, or authorized agent, prior to use.

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3. A copy of all forms submitted to the County Agricultural Commissioner shall be given to the Executive Director, or authorized agent, on a monthly basis.
4. All regulations and safety precautions listed in the Pesticide Information and Safety Manual published by the University of California will be adhered to.
5. Contractor shall have on the work site at all times, a Material Safety Data Sheets. Sheet for each chemical that is being applied that day.

24. WEED CONTROL

For the purpose of these specifications, a weed will be considered as "any undesirable or misplaced plant". All areas within the specified maintenance area, including but not limited to, turfgrass, shrub and ground cover areas, planters, tree wells, and landscape areas shall be kept free of weeds at all times. Weed removal shall consist of complete removal of all weeds, including top growth and roots, as the weeds appear. Weed control shall be performed weekly. All areas are to be weed free. Weeds shall be controlled either by hand, mechanical or chemical methods; however, the Executive Director, or authorized agent, may restrict the use of chemical weed control in certain areas. Any weeds over twelve inches (12") tall shall be knocked down by mechanical means first and then sprayed immediately with a post-emergent herbicide.

25. METHOD OF IRRIGATION

Irrigation shall be managed by the use of the existing Calsense System. Contractor shall be required to comprehensively manage all aspects of the irrigation system and monitor the computer system **daily (Monday-Friday). The irrigation staff shall have access to a computer/tablet, smartphone, printer and email to log into the Calsense system and monitor alerts and budgets.** However, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas in the work site.

All areas receiving marginal coverage shall be irrigated by a portable irrigation method. The Contractor shall furnish all hoses, nozzles, sprinklers, etc., necessary to accomplish this supplemental irrigation. Only a qualified and trained irrigation tech with verified Calsense experience must work on the irrigation system. Any other unqualified irrigation tech will warrant deductions of $200.00 per incident.

26. IRRIGATION INSPECTION

The Contractor shall initially inspect and familiarize themselves with the entire irrigation system at all work sites and identify all needed repairs. Required repairs shall be submitted to the Executive Director, or authorized agent, in a written statement **within one (1) week after the start date of the Maintenance Contract**. If a written statement, which documents required repairs, is not received by the Executive Director, or authorized agent, within the stated timeframe, the entire system shall be interpreted as fully operational, and deemed acceptable by the Contractor

27. IRRIGATION MAINTENANCE AND REPAIRS

A. All irrigation parts will be supplied by the contractor up to $1,500.00 a month per location, (North Campus and South Campus). Any **parts** exceeding the $1,500/00 monthly allotment per area will be supplied by the March Joint Powers Authority. The contractor will submit monthly statements of where parts have been installed in each area. The Contractor shall maintain all irrigation systems, at no additional **labor** cost to the March Joint Powers Authority, in such a way as to:
   1. Guarantee proper coverage and full working capability.

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2. Make whatever adjustments may be necessary to prevent over spray or excessive runoff into street rights-of-way or other areas not meant to be irrigated.
3. The March Joint Powers Authority will supply all irrigation parts for approved repairs. Contractor neglect is not included.

B. The Contractor shall supply irrigation tech to repair or replace inoperable irrigation equipment to maintain a fully operational system, including but not limited to, pressure pipes from the water meter to the control valves, all irrigation pipes, all manual and automatic valves, pumps used for the irrigation systems, backflow devices, filters, strainers, pressure regulators, sprinkler heads, irrigation clamps and stakes, anti-drain valves, quick couplers, electrical wiring from the controller to the solenoid valves, emitters, drippers, valve boxes, controllers, valve markers, batteries, fittings and risers. Maintenance includes, but is not limited, tightening of loose fittings and packing nuts; flushing sprinkler heads, pipes, nozzles, valves, filters, strainers, and backflow devices; adjusting sprinkler heads, anti-drain valves and pressure regulators, adjusting and lubricating controllers; and cleaning drip emitters. The Contractor shall repaint by hand all backflow devices, valve box lids and controller boxes, annually during the months of January and February; additional painting may be required as directed. Labor shall be provided at no additional cost to the March Joint Powers Authority. All irrigation materials will be supplied by the Contractor as per section 27.A.

C. Irrigation repairs shall be made within the following time limits:
   1. Mainline irrigation breaks shall be repaired within two (2) hours of identification or notification.
   2. All other irrigation repairs shall be made within one (1) day of identification or notification.

D. Replacement of irrigation components shall be with the same manufacturer of originally installed materials of the same size and quality. Substitutions must be approved by the Executive Director, or authorized agent, in writing prior to installation.

E. The March Joint Powers Authority shall review and verify all submitted repairs. Repairs may be completed by the following methods:
   1. Authorized the Contractor to make appropriate repairs at the expense of the March Joint Powers Authority as described in Section 5. Use March Joint Powers Authority forces to make required repairs.
   2. Use another source to make required repairs.

   Upon completion of such repairs, the Contractor shall sign-off each individual area as being fully operational. The Contractor shall file a monthly statement with his invoice certifying that all irrigation systems are functioning properly. If the Contractor fails to submit this statement, the invoice will be rejected until such date the statement is received.

F. The Contractor shall inspect the operation of the irrigation system on a weekly basis for any malfunctions. In addition to regular testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported, the contractor is responsible for the inspection and certification of all backflow devices in their areas of service once per year, repairs to the backflow devices will be an extra.

G. All system malfunctions, damage and obstructions shall be recorded, reported to the Executive Director, or authorized agent, and corrective action taken.

28. WATER CONSERVATION

The Contractor shall turn off all irrigation systems during periods of rainfall and/or times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable

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maintenance practices. The Contractor shall comply with all County of Riverside, Western Municipal Water District and March Joint Powers Authority's Ordinances and/or Resolutions, which relate to water conservation. Failure to comply shall result in an equitable amount deducted from the Contractor's payment.

29. IRRIGATION CONTROLLER PROGRAMMING

A. While the Contractor has full responsibility for irrigation management, the Executive Director, or authorized agent reserves the right to change the irrigation schedule as the need develops.

B. Adequate soil moisture will be determined by programming the automatic sprinkler controllers as follows:

1. Whenever possible, automatic irrigation shall be programmed to operate between the hours of 9:00 P.M. to 6:00 A.M. The Contractor shall be responsible for reprogramming controller during inclement weather to conserve water.
2. In areas where wind creates problems of spraying water onto private property or road rights-of-way, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night (between the hours of 12:00 A.M. and 6:00 A.M.).
3. Consideration must be given to the soil conditions, seasonal temperatures, wind conditions, humidity, runoff and erosion potential, and the relationship of conditions, which affect day and night watering.
4. Extremely close attention shall be paid to the demands of the plants as influenced by their exposure to sun or shade. In addition, the variation in the size of plants, as well as varietals' differences must be considered.
5. The irrigation system will be controlled by the contractor in such a way as not to cause an excessively wet area, which could interfere with the Contractor's ability to mow all turfgrass.
6. A soil probe shall be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones. The results of these tests shall be submitted quarterly in writing to the Director.

C. The Contractor, at the request of authorized agent, shall submit a copy of the irrigation schedule for each individual controller. This information is to be readily available upon request or available at the controller.

D. All landscaped and turf areas shall be irrigated as required maintaining adequate growth and appearance with a schedule most conducive to plant growth.

30. TURFGRASS CARE

A. Turfgrass Mowing:
1. The Contractor shall mow all turfgrass with adequately sharpened rotary type mowers as to provide a smooth and even cut without tearing of turfgrass blades.
2. The blade adjustment shall provide a uniform, level cut without ridges, depressions or scalping.
3. All cool season turfgrasses such as, but not limited to, Fescue, Bluegrass and Ryegrass shall be cut at a three-inch (3") height with a power-driven mower throughout the year.
4. Turfgrass mowing heights may be adjusted by the Executive Director, or authorized agent, during periods of turfgrass renovation All turfgrass clippings shall be picked up and removed to a legal dumping site prior to vacating the work site after each mowing, use of recycling mowers is acceptable, excess clippings shall have to be removed if left on site due to contractors' operation.
5. Care shall be exercised to avoid depressions in the established grade from mowing when the soil is saturated.
6. The Contractor shall submit, in writing, a mowing schedule within ten (10) days after the start of the maintenance. This mowing schedule shall be approved by the Executive Director, or authorized agent.

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7. All areas shall be mowed once per week March 1st to October 31st and once every two weeks November 1st to February 28th.
   Any alteration of the approved mowing schedule shall be submitted in writing to the Executive Director, or authorized agent, for approval prior to implementation.

B. Turfgrass edging and trimming shall be performed once a week March 1st to October 31st and every two weeks November 1st to February 28th, at the time of mowing.

1. Edging of turfgrass shall be performed with a power edger containing a steel blade, the use of string trimmers to edge turf areas is not a practice acceptable to the March Joint Powers Authority, use of stick edger's is acceptable.
2. All turfgrass adjacent to sidewalks, curbs, mowing strips, shrub beds, and where no improved surface exists, shall be edged in a neat uniform line.
3. Trimming of turfgrass shall be performed along walls, and around valve boxes, water meter boxes, backflow devices, trees, shrubs, or any structures located within the turfgrass area.
4. Tree trunk protectors shall be provided and installed, at no additional cost to the March Joint Powers Authority, when string trimmers are utilized for trimming around the base of frees. The March Joint Powers Authority requires a sixteen-inch (16") diameter mulch ring around trees to eliminate continual string trimming.
5. A four-inch (4") barren strip shall be provided, and maintained, between turfgrass areas and adjacent ground cover. Edging of turfgrass and ground cover shall provide uniform delineation adjacent to this barren strip.
6. Trimming of plant material may be required around sprinklers to provide maximum irrigation coverage.
7. All clippings and trimmings shall be removed from the work site the same day work is performed and prior to a Contractor vacating the work site.

C. After mowing and edging is completed, all adjacent walkways and gutters shall be swept clean, blowing and disposing of grass clippings on to the storm drain system and/or streets shall not be permitted, if found contractor will face liquidating damages as follows; 1st violation $100.00, 2nd violation $500.00, 3rd violation and thereafter $1,000.00.

D. Turfgrass Fertilization
1. The turfgrass shall be continually fertilized a minimum of 2-times per year with additional application, as needed, to provide a healthy and vigorously growing turfgrass with horticulturally acceptable growth and color, as determined by the Executive Director, or authorized agent.
2. Fertilization shall be performed with a balanced fertilizer, consisting of a 3-1-2 ratio, at a rate of one (1) pound of actual Nitrogen per 1,000 square feet of area. Any change in the fertilizer ratio and/or rate shall be submitted in writing and approved by the Executive Director, or authorized agent, prior to usage.
3. The Contractor shall notify the Executive Director, or authorized agent, in writing, five (5) working days prior to any fertilizer application. This written document shall include the following:
   a. Location and exact date the fertilizer application will be performed.
   b. Type of fertilizer and method of application to be used.
4. The Contractor shall immediately irrigate after each fertilizer application.
5. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application.

E. Turfgrass Renovation
1. All sports fields and warm season turfgrass shall be renovated annually.
2. Renovation shall consist of aerating, verticutting, thatch removal and over-seeding.

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3. The Contractor shall notify the Executive Director, or authorized agent, in writing, five (5) working days prior to any renovation operation. This written document shall include the following:
   a. Location and exact date the renovation will be performed.
   b. Type of equipment and materials to be used.
4. Contractors shall remove all renovation-generated debris from the work site the day of the renovation operation and prior to vacating the work site.
5. All turfgrass shall be aerated between March 1st and March 31st and between October 1st and October 31st. Aeration shall be performed with an aerator machine which has one-half inch (1/2") to one inch (1") in diameter coring tines spaced no more than six inches (6") apart. The machine shall remove cores from the turf a minimum of four inches (4") in length.
6. Verticutting and thatch removal of warm season turfgrass shall be performed between September 1st and September 30th. Contractors shall cut all warm season turfgrasses to the soil line immediately before and after verticutting. Contractors shall verticut all warm season turfgrass with verticutting machine.
7. Over-seeding shall be performed within two (2) days after verticutting with properly calibrated seeders. Sports field and warm season turfgrass shall be over-seeded at a rate of eight (8) pounds of seed per 1,000 square feet. Stover's Grand Slam or equivalent 3 Blend Perennial Ryegrass Seed shall be used. Seed tags shall be provided to the Executive Director, or authorized agent.
8. Reseeding of bare spots shall be performed continually throughout the year to reestablish turf to an acceptable quality. Reseeding shall be performed with Stovers Grand Slam and Numex Sahara at a rate of eight (8) pounds per 1,000 square feet. Seed shall be topped with one-eighth inch (1/8") of topper. The topper must be approved by the Executive Director, or authorized agent, and shall not contain steer manure. The Executive Director, or authorized agent, may require the use of sod when deemed necessary. The Contractors shall be entitled to the wholesale cost of the sod only, provided the loss of turfgrass was not due to the negligence of the Contractor.

F. Turfgrass Irrigation

All turfgrass shall be adequately irrigated to maintain a healthy and attractive appearance. Irrigation runoff and over spray shall be minimized. Where possible, the turfgrass irrigation shall be on a separate program from other plant material irrigation. Turfgrass shall be irrigated in a method which promotes deep root growth.

31. GROUND COVER CARE

A. Ground covers are low growing plants that grow in colonies to form a solid mat over the surface of the ground.

B. Edging and Trimming of Ground Cover
   1. Edging of ground cover areas shall be performed Monthly.
   2. All ground cover adjacent to sidewalks, curbs, mowing strips, or where no improved surface exists, shall be edged in a neat, uniform line.
   3. All ground cover shall be continually trimmed at the drip line of all shrubs.
   4. All ground cover shall be continually trimmed along walls, valve boxes, water meter boxes, backflow devices, or other structures located within the ground cover area as determined by the Executive Director, or authorized agent.
   5. Thinning of ground cover may be required around sprinklers to provide maximum irrigation coverage.
   6. All clippings and trimmings shall be removed from the work site in a legal manner the same day work is performed and prior to the Contractor vacating the work site.
   7. After edging or trimming, the Contractor shall sweep, or blow clean all adjacent sidewalks or gutters.

C. Renovation of Ground Cover Areas

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Ground cover planting shall be thinned and pruned for the health of the planting and the appearance of the site, or as required by the March Joint Powers Authority.

D. Ground Cover Irrigation

All ground cover areas shall be adequately irrigated to maintain a healthy and attractive appearance. Irrigation runoff and over spray shall be minimized. Ground cover areas shall be irrigated in a method, which promotes deep root growth.

F. Ground Cover Fertilization

The ground cover shall be fertilized during growing season, minimum 2 times per year, to provide a healthy and vigorously growing ground cover with horticulturally acceptable growth and appearance, as determined by the Executive Director, or authorized agent. Fertilizing shall be performed with a balanced fertilizer, consisting of a 1-1-1 ratio, at a rate of one pound (1 lb.) actual Nitrogen per 1,000 square feet. Any change in the fertilizer ratio and/or rate shall be submitted in writing and approved by the Executive Director, or authorized agent, prior to usage. The Contractor shall immediately irrigate after each fertilizer application. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application. The Contractor shall notify the Executive Director, or authorized agent, in writing, five (5) working days prior to any fertilizer application. This written document shall include the following:

a. Location and exact date the fertilizer application will be performed.
b. Type of fertilizer and method of application to be used.

G. **All bare ground** or open planter areas and trees shall have "Forest Floor" mulch or equal applied to a depth of 3-inches one **(1) time** per year at no additional cost to the March Joint Powers Authority up to 120 yards (verified by shipping manifest) per location (North Campus and South Campus, This shall be done in March of each year. The goal of the March Joint Powers Authority is to have no bare ground areas.

32. SHRUB CARE

A. Pruning of Shrubs

All shrubs shall be pruned monthly or more frequently as determined by the Executive Director, or authorized agent, to encourage healthy growth habits, removal of dead or damaged branches, and maintain natural shape. Shrubs shall be pruned with sharp pruning tools. Shrubs shall be continually pruned, as necessary, to prevent encroachment of passageways, walks, streets, and view of signs. Shrubs shall be tapered to provide irrigation coverage and an aesthetically pleasing landscape. All pruning cuts shall be one-quarter inch (1/4") above a node (bud). No projections or stubs shall be allowed to remain. The Contractor shall remove all clippings the same day shrubbery is pruned and prior to vacating the work site. Pruning shall be done to maintain a well-groomed, natural growth habit, and encourage air movement through it. The Contractor shall notify the Executive Director, or authorized agent, five (5) working days prior to the annual shrub pruning, in writing, stating the exact location and date the annual shrub pruning shall be performed.

B. Shrub Fertilization

Shrubs shall be fertilized a minimum of 2 times per year or as directed by the Executive Director, or authorized agent. Foliar fertilization may be performed when appropriate.

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C. Irrigation Shrubs

All shrubs shall be adequately irrigated to maintain a healthy and attractive appearance. Irrigation runoff and over spray shall be minimized. Shrubs shall be irrigated in a method, which promotes deep root growth.

D. Shrub Replacement

All damaged, diseased (untreatable) or dead shrubs shall be replaced with the exact same species plant material that existed. Size of the replacement plant material is to be determined by the Executive Director or authorized agent. The Contractor shall be responsible for the complete removal and replacement of shrubs lost due to the Contractor's faulty maintenance or negligence, as determined by the Executive Director, or authorized agent. Substitutions or any plant materials must have prior written approval by the Executive Director, or authorized agent. Original plans and specifications shall be consulted to determine correct identification of species. All shrubs shall be guaranteed to live and remain in a healthy condition for no less than six (6) months from the date of installation, inspection and verification by the Executive Director, or authorized agent.

E. Care shall be taken to prevent soil build-up around the crown of shrubs.

33. TREE CARE

A. Tree Trimming

**The Contractor at no additional cost to the March Joint Powers Authority shall be responsible for all tree and palm pruning, including the removal of palm fronds and flower stalks up to fifteen (15) feet.** All trees are to be trimmed to ensure public and vehicle safety or as directed by the Executive Director, or authorized agent. Contractor shall have a Certified Arborist on staff to meet the following criteria:

**All Trees shall be pruned on a cycle of once every three years <u>at an extra cost</u>** approved by the Executive Director. At least one third (1/3) of trees must be trimmed annually as part of the tree trimming program. Tree trimming program must be included in the proposal submittal. All palm trees are to be trimmed to a 45-degree angle twice per year **<u>at an extra cost</u>** approved by the Executive Director. **The first palm pruning shall be in May and the second in November annually**. The Contractor shall notify the Executive Director, or authorized agent, except when pruning is required for public safety. All trees in the work site shall be maintained in their natural shapes. This work shall be accomplished in a manner, which will ensure that each individual tree is under trimmed carefully to promote the tree's health and appearance. All work shall be of the highest quality and performed in accordance with International Society of Arborists approved tree trimming standards. All trees shall be pruned within forty-eight (48) hours upon notification to remove or prevent encroachment where it blocks vision or encroaches in any manner deemed undesirable by the Executive Director, or authorized agent. All trees shall be continually maintained free of all dead, diseased and damaged branches back to the point of breaking. In cases where the dead, diseased or damaged branches are beyond the reach of a tree pruning pole saw being operated from ground level, the Contractor is to notify the March Joint Powers Authority within 24 hours. Cuts must be made flush with the collar to promote proper healing. Pruning tools shall be adequately sharpened to provide clean cuts and shall be properly sterilized to reduce spread of disease. All sucker growth is to be removed from trees as it occurs. The Contractor shall maintain all branches, which encroach sidewalks at a minimum height of twelve feet (12') clearance. The Contractor shall notify the March Joint Powers Authority within 24 hours of any branches encroaching beyond the curb line into the street that cannot be reached with a pole saw. All branches, which encroach over private property, shall be removed as directed. The Contractor shall not remove or disturb any tree central leader without prior written approval

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*Section 34, Enhanced Corners* has been removed

Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

from the Executive Director, or authorized agent. The Contractor shall give as part of his bid package a unit price to trim a tree complete and a tree removal price.

B. Tree Staking

The Contractor shall, at no additional cost to the March Joint Powers Authority, stake and tie all trees, which require support. Tree stakes shall be pentachlorophenol treated, 2" (or 3" where determined is necessary by the March JPA) lodge pole pine not less than twelve feet (12') in length. Three (3) tree stakes are required per tree. Guy wires, where required, will be of pliable, zinc-coated ten-gauge wire (three ties per tree), and should have a white P.V.C. sleeve for visibility. Trees shall be secured to stakes with cinch ties or equivalent. The Contractor shall not use wire and hose. Stakes shall not be placed closer than eight inches (8") from the tree trunk. Stakes and ties shall be placed so no chafing of bark occurs and shall be checked frequently, and relied as necessary, to prevent girdling.

C. Tree Replacement

1. The Contractor shall be responsible for the complete removal and replacement of trees lost due to the Contractor's faulty maintenance or negligence, as determined by the Executive Director, or authorized agent. Replacement shall be made by the work site Contractor with a 36" box tree or a kind and size as determined by the Executive Director, or authorized agent. Where there is a difference in value between the tree damaged by the Contractor and the replacement tree, this difference may be deducted from the Contractor's payment. In all cases the value of the trees lost will be determined by the Executive Director, or authorized agent, using the latest American Shade Tree Conference guidelines for value determination.
2. Unsalvageable downed trees, due to any cause, shall be removed, the stump ground to a depth of twelve inches (12"), the stump grinding removed, and the hole refilled with compatible topsoil and compacted within 48 hours of identification or notification. If the tree is in the public right-of-way or creating a public hazard, the tree is to be cut back to a 12" stump immediately upon notification and removed. Then within 48 hours, the stump is to be removed and the hole filled with compatible topsoil and compacted.
3. Trees lost from causes other than the Contractor's negligence shall be replaced by the Contractor with a Thirty-six (36") box tree and billed as "Additional Work." The Executive Director or authorized agent may specify a species of tree for replacement different from the one lost.

D. Fertilization

The Contractor shall fertilize trees a minimum of once per year or as necessary to maintain horticulturally acceptable health and color.

F. Tree Irrigation

All trees shall be adequately irrigated to maintain a health and attractive appearance. Irrigation runoff and over spray shall be minimized. Trees shall be irrigated in a method, which promotes deep root growth.

34. GENERAL CLEANUP

B. Trash Removal

Remove all trash and accumulated debris from the work sites. In addition, any type of feces is also to be removed from the walkways, turf or ground cover areas Monday through Friday prior to 8:00 A.M.

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Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

C. Policing of Areas

All designated landscape areas will have trash removed on a daily basis by 8:00 A.M. and prior to leaving site or more as needed.

D. Curb and Gutter Maintenance

The Contractor is responsible for removal of all weeds and grass growing in and around the curb and gutter area. The Contractor is responsible for ensuring the roadway is cleared of all dirt and debris within four (4) feet of the curb and gutter in all areas adjacent to maintenance responsibilities.

E. Walkway Maintenance

Walkways shall be cleaned immediately following mowing and edging and cleaned by use of power sweeping or blower equipment not less than once per week. This includes removal of all foreign objects from surfaces such as gum, feces, grease, paint and graffiti. All walkway cracks and expansion joints shall be maintained trash, debris, weed and grass free at all times.

F. Drain Maintenance

All drains and catch basins shall be kept free of siltation and debris at s. All v-ditches and drainage areas shall be kept clean and edged weekly by the Contractor.

G. Removal of Leaves

Accumulation of leaves shall be removed from all designated landscape areas on a weekly basis or more as needed.

H. Tumble weed Removal

Accumulation of tumble weeds shall be removed from all designated landscape areas on a weekly basis or more as needed.

35. NATURAL AREAS AND DETENTION BASINS

A. All-natural areas shall be maintained in an existing state except for the following items, which shall be performed on a weekly basis, at no additional cost to the March Joint Powers Authority.
   1. Remove all trash and debris, or other items as determined by the Executive Director, or authorized agent, to a legal dump site.
   2. Provide and maintain a ten foot (10') barren area adjacent to any improved area.
   3. Remove and/or repair any dead or broken branches or safety hazards within two (2) hours of identification or notification.
   4. Detention Basins and surrounding slopes, access roads shall be free of trees, weeds, debris and standing water at all times. This should be identified in the WQMP under post construction.

36. MISCELLANEOUS REPAIR/REPLACEMENT

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It will be the responsibility of the Contractor to repair or replace miscellaneous improvements such as signs and mowing strips, or any other structural improvements within the work sites, unless otherwise specified. The Contractor shall be entitled to additional compensation for these services as stated in Section 5.

37. GRAFFITI

The Contractor shall remove any graffiti and/or stickers upon discovery. The Contractor shall provide labor and materials for removal at no additional cost to the March Joint Powers Authority.

38. EMERGENCY CALLS

The Contractor shall have the capability to receive and respond immediately to calls or text of an emergency nature during normal working hours and outside of normal working hours. Calls of an emergency nature received by the March Joint Powers Authority, or authorized agent, shall be referred to the work site Contractor for immediate disposition. If the work site Contractor cannot be reached within two (2) hours, the March Joint Powers Authority will deduct from the monthly billing the cost of March Joint Powers Authority forces, or other sources, used to repair the emergency. The Contractor shall not receive additional compensation for responding to emergencies for work included in these general conditions at contract work sites.

39. EXTRAORDINARY SERVICES

A. The Contractor shall be responsible for providing extraordinary maintenance and/or repairs to existing landscape and new landscape areas outside of their contract areas. Extraordinary services shall be defined as work not included in these General Conditions or work required at a site for which there is no contract. Extraordinary maintenance shall include answering emergency calls as required. Contractors shall respond to an emergency call within two (2) hours. Contractors shall maintain a 24 hours per day, seven days per week, on-call service for emergency calls. The Contractor shall notify the Executive Director, or authorized agent, by telephone within 24 hours of any emergency extraordinary work that is performed. Non-emergency extraordinary work requires written approval before the work is performed. The Contractor shall be compensated for extraordinary work as defined in Section 5.

B. In situations involving emergency repair work after normal work hours, Contractors shall dispatch qualified personnel and equipment to reach the site within two (2) hours. The Contractor's vehicle shall carry sufficient equipment to effect safe control of traffic. When the work site Contractor arrives at the site, the Contractor shall set up traffic warning and control devices, if deemed necessary and proceed to repair on a temporary/permanent basis.

C. If a March Joint Powers Authority representative is still at the site when the work site contractor arrives, the Contractor shall quickly evaluate the situation and discuss it with the responsible person. If the repair will take only a few minutes, the March Joint Powers Authority employee may stay to continue to direct traffic while the Contractor makes the repairs. If the repair will take longer than the March Joint Powers Authority employee can wait, the Contractor shall immediately set up temporary traffic control devices and all other necessary warning devices and relieve the March Joint Powers Authority representative.

D. An emergency may be called by the following individuals or agencies at any time for extraordinary services involving repair work:
   1. Police Department
   2. Fire Department
   3. Executive Director

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Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

40. REPORTING DAMAGE OR MALFUNCTION

Any damage to, or malfunction of, any facility not specifically stated in this Agreement shall be promptly reported to the Executive Director, or authorized agent.

41. COMPENSATION FOR ROUTINE MAINTENANCE

The March Joint Powers Authority shall compensate Contractors based upon the total dollar amount of a bid or the total dollar amount of a combination of bids, if applicable, in monthly installments beginning 30 days after the commencement of work. Billing adjustments may be made where authorized by this Agreement

42. ADDITION OR DELETION OF LANDSCAPE AREAS

The Contractors shall maintain, at a unit price comparable to other existing landscape areas and subject to the Executive Director's approval or authorized agent's approval, additional landscape areas that the March Joint Powers Authority adds to this contract. In the event that notification is made of a new installation other than at the beginning of a monthly period, the unit cost negotiated and agreed upon by the parties, shall be prorated from the day the Contractor is notified to start maintenance. The March Joint Powers Authority may elect to delete work sites, or portions thereof, within this Agreement at a unit price comparable to the bid price of said work sites.

43. DISCREPANCIES OR OMISSIONS

Should a bidder find discrepancies or omissions in the specifications or other documents, or be in doubt as to their true meaning, he may request a written interpretation from the Executive Director, or authorized agent. Any interpretation, or change in the proposed documents, will be made only by addendum issued to each person to whom bid forms have been issued and shall become a part of the bid.

44. MINOR MODIFICATION

The Executive Director, or authorized agent, may modify these specifications with the joint approval of the Contractor.

45. ADDITION OR DELETION OF LANDSCAPE PROJECT AREAS

In the event that a Contractor is notified to perform additional landscape area projects, the cost charged the March Joint Powers Authority should not exceed the Contractor's stated unit price bid.

46. CONTRACTOR NONCOMPLIANCE

A. If the Executive Director, or authorized agent, determines that there are deficiencies in the performance of this Agreement, the Executive Director, or authorized agent, will provide a written notice to the Contractor stating the deficiencies and specifying a time frame to correct the specified deficiencies. This time frame shall be reasonable, as determined by the Executive Director, or authorized agent, to correct the specified deficiencies. Should the Contractor fail to correct any deficiencies within the stated time frame, the Executive Director, or authorized agent, may exercise the following measures:
   1. Deduct from the Contractor's payment the amount necessary to correct the deficiency, including March Joint Powers Authority overhead and impose a deficiency deduction.
   2. Withhold the entire or partial payment.

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3. Utilize March Joint Powers Authority forces, or an alternate source, to correct the deficiency and deduct from the Contractor's payment the total cost, including March Joint Powers Authority overhead.

B. The March Joint Powers Authority Executive Director, or authorized agent, shall decide all questions which arise as to the manner of performance and completion per schedule, acceptable fulfillment of the contract by the Contractor, interpretation of the specifications, and compensation to include completion of work by alternate sources. In addition to these provisions, in the event of a failure to correct a deficiency, or for any other breach of this Agreement by the Contractor, March Joint Powers Authority may immediately terminate this Agreement.

Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

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**EXHIBIT B**

MONTHLY MAINTENANCE SCHEDULE

Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

Edited August 24, 2022

## MONTHLY MAINTENANCE SCHEDULE

March JPA North Campus

**Controllers: E, F, G, H, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, XD, DD, BASIN**

| Regular Recurring Tasks | Frequency / Qty. per Year | Jan. | Feb. | Mar. | Apr. | May | Jun. | Jul. | Aug. | Sep. | Oct. | Nov. | Dec. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Weekly Maintenance Inspections** | Weekly / 52 | X | X | X | X | X | X | X | X | X | X | X | X |
| **Weed Control** | Weekly / 52 | X | X | X | X | X | X | X | X | X | X | X | X |
| **Turf Care - Mowing / Edging** | Weekly Mar. - Oct./36 weeks Twice a month Nov. - Feb. / 8 | X | X | X | X | X | X | X | X | X | X | X | X |
| **Vine Trimming** | Monthly / 12 | X | X | X | X | X | X | X | X | X | X | X | X |
| **Ground Cover Edge/Trim** | Monthly / 12 | X | X | X | X | X | X | X | X | X | X | X | X |
| **Shrub Trimming** | Monthly / 12 | X | X | X | X | X | X | X | X | X | X | X | X |
| **Tree Care** | Every Three Years | | | | | | | | | | | | |
| **Irrigation System Inspection, Testing & Maintenance** | Weekly/52 | X | X | X | X | X | X | X | X | X | X | X | X |
| **Police Area - Remove trash/debris** | Daily / 260 | X | X | X | X | X | X | X | X | X | X | X | X |
| **Remove leaves & keep curbs, gutters & drains clear of debris** | Weekly / 52 | X | X | X | X | X | X | X | X | X | X | X | X |

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Edited August 24, 2022

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Fertilization (Turf & Planters)** | Four X a year / 4 | | X | | | X | | | X | | | X | |
| **Chemical Application Pre-Emergent** | Quarterly | | | X | | | | X | | | | X | |
| **Chemical Application Post-Emergent** | Weekly / 52 | X | X | X | X | X | X | X | X | X | X | X | X |
| **Vertitcutting and Thatch Removal** | Once a year | | | | | | | | | | X | | |
| **Aeration of Turf** | Twice a year / 2 | | | X | | | | | | | X | | |
| **Natural Areas & Detention Basins** | Weekly / 52 | X | X | X | X | X | X | X | X | X | X | X | X |
| **V-ditches and Drainage Basin** | Weekly / 52 | X | X | X | X | X | X | X | X | X | X | X | X |

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Edited August 24, 2022

## MONTHLY MAINTENANCE SCHEDULE

March JPA South Campus

**Controllers: A, AA, B, B1, BB, C, CC, D, EE**

| Regular Recurring Tasks | Frequency / Qty. per Year | Jan. | Feb. | Mar. | Apr. | May | Jun. | Jul. | Aug. | Sep. | Oct. | Nov. | Dec. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Weekly Maintenance Inspections** | Weekly / 52 | X | X | X | X | X | X | X | X | X | X | X | X |
| **Weed Control** | Weekly / 52 | X | X | X | X | X | X | X | X | X | X | X | X |
| **Turf Care - Mowing / Edging** | Weekly Mar. - Oct. / 36 Twice a month Nov. - Feb. / 8 | X | X | X | X | X | X | X | X | X | X | X | X |
| **Vine Trimming** | Monthly / 12 | X | X | X | X | X | X | X | X | X | X | X | X |
| **Ground Cover Edge/Trim** | Monthly / 12 | X | X | X | X | X | X | X | X | X | X | X | X |
| **Shrub Trimming** | Monthly / 12 | X | X | X | X | X | X | X | X | X | X | X | X |
| **Tree Care** | Every Three Years | | | | | | | | | | | | |
| **Irrigation System Inspection, Testing & Maintenance** | Weekly / 52 | X | X | X | X | X | X | X | X | X | X | X | X |
| **Police Area - Remove trash/debris** | Daily / 260 | X | X | X | X | X | X | X | X | X | X | X | X |

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*Section 34, Enhanced Corners* has been removed

Edited August 24, 2022

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Remove leaves & keep curbs, gutters & drains clear of debris** | Weekly / 52 | X | X | X | X | X | X | X | X | X | X | X | X |
| **Fertilization (Turf & Planters)** | Quarterly / 4 | | X | | | X | | | X | | | X | |
| **Chemical Application Pre-Emergent** | Quarterly /4 | | X | | | X | | | X | | | X | |
| **Chemical Application Post-Emergent** | Weekly / 52 | X | X | X | X | X | X | X | X | X | X | X | X |
| **Vertitcutting and Thatch Removal** | Once a year | | | | | | | | | X | | | |
| **Aeration of Turf** | Twice a year / 2 | | | X | | | | | | | X | | |
| **Natural Areas & Detention Basins** | Weekly / 52 | X | X | X | X | X | X | X | X | X | X | X | X |
| **V-ditches and Drainage Basin** | Weekly / 52 | X | X | X | X | X | X | X | X | X | X | X | X |

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Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

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## ATTACHMENT 1

# MARCH JPA IRRIGATION CONTROLLER TABLE

**LLMD No. 1**
**NORTH CAMPUS**

| Controller Area ID | DESCRIPTION OF CONTROLLER AREA (address of controller noted in description) | Square Footage | Notes | Initials/ Approval |
|---|---|---|---|---|
| **Economic Drive- Basin** | **17001 Economic Drive**<br>Trees and shrubs. Slopes of the Opportunity Detention Basin, plus west and north slopes of 21700, 21600 and 21550 Economic Drive including basin inflow structure.<br>15 valves (?) | **445,078** | | |
| **Economic Drive- Y** | **22151.5 Economic Drive**<br>Trees, shrubs, groundcover and mulch on Meridian Parkway west and east parkways and easements, from Van Buren to Sysco driveway, and Northwest Monument corner cutoff<br>42 Valves | **14,297** | | |
| **Economic Drive- Z** | **22151.5 Economic Drive**<br>Trees and shrubs, landscape easement on both sides of Economic Dr. from Van Buren to Meridian Parkway<br>40 valves | **32,273** | | |
| **X** | **22261.5 Opportunity Way**<br>Trees and shrubs on Opportunity Way, from Meridian Parkway to Van Buren, both sides<br>24 Valves | **60,192** | | |
| **XD** | **22261.5 Opportunity Way**<br>Trees, shrubs and groundcover, the north side of Van Buren from Opportunity Way to the freeway bridge including the median; and the monument corner cutoffs at NEC Van Buren and Meridian Parkway and NWC & NEC of VB & Opportunity<br>33 Valves | **145,153** | | |
| **W** | **22261.5 Opportunity Way**<br>Trees, shrubs, groundcover and mulch. Parkways and easement, south side of Opportunity Way easement from west end to Meridian Parkway then 333 LF south down west side of Meridian Parkway. Also 422' lineal feet north up Meridian Parkway, west side.<br>36 valves | **36,679** | | |
| **V** | **21700.5 Opportunity Way**<br>Trees, shrubs, groundcover and mulch, north side of Opportunity Way easement | **64,649** | | |

Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

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|---|---|---|---|---|
| | plus back slopes behind 15001 Meridian Parkway, including box channel.<br>20 Valves | | | |
| **U** | **15500.5 Meridian Parkway**<br>Trees, shrubs, groundcover and mulch. Parkway and easement on east side of Meridian Parkway from Sysco Driveway to Albertson's Driveway<br>39 Valves | **114,365** | | |
| **I** | **14804.5 Meridian Parkway**<br>Trees, shrubs, groundcover and mulch Parkways and easements from east side of Meridian Parkway from Albertson's Driveway, north to Innovation Drive<br>32 Valves | **42,297** | | |
| **J** | **14609.5 Meridian Parkway**<br>Trees, shrubs, groundcover and mulch West side of Meridian Parkway parkways and easement from Authority Way to JBS<br>31 Valves | **37,417** | | |
| **K** | **14609.5 Meridian Parkway**<br>Trees, shrubs, groundcover and mulch. Southwest corner of Meridian Parkway and Authority Way, including vee ditch clearing.<br>Trees and shrubs, Front slopes at Nissan (21800 Authority) and back entry drive off Cactus Ave landscape.<br>97 Valves | **139,550** | | |
| **H** | **14508.5 Meridian Parkway**<br>Trees, shrubs, groundcover and mulch. Meridian Parkway- parkway and easement, east side, from 14350 Meridian Parkway, south across Cactus Ave to 1090' from Innovation Drive<br>30 Valves | **57,136** | | |
| **L** | **14513.5 Meridian Parkway**<br>Trees, shrubs, groundcover and mulch. Parkways and easement, west side of Meridian Parkway from Authority Way across Cactus Avenue to Kaiser Driveway<br>35 Valves | **48,257** | | |
| **M** | **14513.5 Meridian Parkway**<br>Trees, shrubs, groundcover and mulch. Parkway, both sides of Cactus Ave, west of Meridian, west of the western Burlington Warehouse (21600 Cactus Ave) wall. Also included are the slopes with Pepper trees and groundcover, north and south of Cactus Ave at 14427 Meridian Parkway, including vee ditch clearing.<br>61 Valves | **93,751** | | |
| **P** | **14126 Meridian Parkway**<br>Trees, shrubs, groundcover and mulch. Parkway and easement on the east | **29,938** | | |

Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

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|---|---|---|---|---|
| | Meridian Parkway from Metro Link driveway to the slope at East Alessandro Blvd. Bus Stop<br>34 valves | | | |
| **Q** | **14126 Meridian Parkway**<br>Trees, shrubs, groundcover and mulch. Parkway and easement, east side Meridian Parkway from Metro Link Drive, south to 14350 Meridian Parkway, including two 5' strips into the Metro link entry drive.<br>29 Valves | **32,194** | | |
| **R** | **14127 Meridian Parkway**<br>Trees, shrubs, groundcover and mulch. Parkway and easement, west side of Meridian Parkway from Alessandro to across Determination Drive to the location of 3 controllers<br>32 valves | **29,570** | | |
| **S** | **14127 Meridian Parkway**<br>Trees, shrubs, groundcover and mulch. West side Meridian Parkway from Determination Dr to past Kaiser Permanente<br>17 valves | **92,570** | | |
| **T** | **14127 Meridian Parkway**<br>Trees and shrubs at Determination Basin, Western MWD Drive entrance and back planter to the northeast corner of Burlington Warehouse. Vee ditch is included.<br>32 valves controlled by 2 Wire and 17 valves have conventional wiring. Determination Basin is included which must be cleared and maintained.<br>49 Valves Total | **127,931** | | |
| **O** | **21898.5 Cactus Avenue**<br>Trees and shrubs on Metro Link slope (facing east), Drainage channel and rip rap inlet are included. This controller area is from Cactus Ave north to East Alessandro Blvd.<br>32 Valves | **133,056** | | |
| **E** | **21853.5 Cactus Avenue**<br>Trees and shrubs on Cactus Ave parkway, plus 215 South Onramp Freeway Open Space with trees<br>35 Valves (3 valves in the open Space and 32 Valves on the street) | **683,332**<br>**22,765 on Cactus Ave plus**<br>**660,567 for Open Space** | | |
| **F** | **21853.5 Cactus Avenue**<br>Trees and shrubs. North side of Cactus Ave,<br>22 Valves | **24,890** | | |
| **N** | **14688.5 Innovation Dr.**<br>Trees and shrubs. West side of Innovation Dr from Meridian Parkway to Cactus Ave | **17,295** | | |

Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

| | | | | |
|---|---|---|---|---|
| | 26 Valves | | | |
| G | **14688.5 Innovation Dr.**<br>Trees and shrubs. East side of Innovation Dr. from Meridian Parkway to Cactus Avenue<br>26 Valves | **17,367** | | |
| | **TOTALS FOR MAINTENANCE North Campus** | | | |

**LLMD #1**
**SOUTH CAMPUS**

| Controller ID | DESCRIPTION OF CONTROLLER AREA (address of controller noted in description) | Square Footage | Notes | Initials/ Approval |
|---|---|---|---|---|
| AA | **20701 Van Buren-** Water meter, Pump, and Power<br>Controller is at southeast corner of Van Buren and Coyote Bush. Trees, groundcover shrubs in parkways and on slope in front of Retail Center, south side of Van Buren from Orange Terrace to Barton Street<br>36 Valves with pump | **19,762** | | |
| A | **16010 Coyote Bush**<br>Trees, shrubs, groundcover and mulch in the parkways and swale on the east and west sides Coyote Bus. The three Monuments at Van Buren and Coyote Bush (NW, NE and SW corners) and west and south facing slopes along the Conservation Area. Entry median on Coyote Bush is included.<br>109 Valves | **294,060** | | |
| B | **20909 Krameria, Amazon Driveway**<br>Trees, shrubs and mulch. South Parkway and swale on Krameria from UPS Driveway to east corner of Amazon<br>West of Coyote Bush on Krameria, the valves are on both sides<br>62 Valves | **147,499** | | |
| BB | **20829 Van Buren Blvd.**<br>Trees, shrubs, groundcover and mulch from the 7/11 exit drive, east to Village West Drive<br>37 Valves with pump | **140,037** | | |
| B1 | **20909 Krameria**<br>Trees, shrubs, groundcover and mulch in the parkway and swale, South Krameria from east of Amazon to Village West and Bundy Avenue, both sides, plus SCE sub-station perimeter on Bundy<br>62 Valves | **54,257** | | |

Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

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|---|---|---|---|---|
| **CC** | **20878 Van Buren**<br>Trees, shrubs, groundcover and mulch on the northside of Van Buren Blvd including parkways, medians and slopes from Village West Drive to Orange Terrance Parkway<br>66 Valves with pump | **131,967** | | |
| **C** | **20904 Krameria**<br>Trees, shrubs, groundcover and mulch in the parkway and swale, north side of Krameria from Coyote Bush to Village West<br>73 Valves | **117,220** | | |
| **D** | **16231 Village West Drive**<br>Trees, shrubs, groundcover and mulch in the parkway and swale on east and west sides of Village West Drive, plus south slope along the Conservation Area<br>127 Valves | **294,975** | | |
| **EE** | **16231 Village West Drive, Village West Park**<br>Turf, trees, shrubs and groundcover in the park and Open Space with concrete sidewalk around the turf is 21,090 square feet<br><br>DG walk in the open space is 3,382 LF x 3' = 10,146 square feet<br>Concrete Walk in the open space is 3,382 LF X 5' =16,910 square feet<br>Concrete walk in the park 470 LF x 5.5' =2,585 sq. ft.<br>20 valves | **631,414 Total**<br><br>**Irrigated park-56,964** | | |
| **DD** | 22261 Van Buren<br>Parkway, swale, medians on Van Buren from Village West Dr. to Meridian Parkway<br>38 valves | **58,534** | | |
| | **TOTALS FOR MAINTENANCE- South Campus** | | | |

**DRAINAGE AREA**

| No. | DESCRIPTION<br>Drainage Areas/Structures | Square Footage | Notes | Initials/ Approval |
|---|---|---|---|---|
| **No Con-troller** | **North of Van Buren Basin**<br>Weed Abatement, Biannual Mowing and Head Wall clearing<br>(Along the 215 south and railroad tracks)<br>Access is off A Avenue under Van Buren overpass along the tracks | **1,149,313** | | |
| | **TOTALS FOR MAINTENANCE** | | | |

Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

# ATTACHMENT 2

**UNIT PRICES FOR NORTH AND SOUTH CAMPUSES**
FISCAL YEARS 2022-23 Only
*Prices are to include all **labor, material, amendment, plant tabs and overhead**.
* Irrigation parts to be for **Reclaimed** water use and standards.

| No. | DESCRIPTION | | Cost Per Unit | | |
|---|---|---|---|---|---|
| 1 | Rainbird 1806 SAM PRS w/ nozzle | | $39.59 | | |
| 2 | Rainbird 1812 SAM PRS w/ nozzle | | $48.61 | | |
| 3 | Rainbird 2" PESB w/ fittings & watertight connector | | $485.70 | | |
| 4 | Rainbird 200-EFB-CP Non-Potable | | $420.10 | | |
| 5 | Install 1000' linear foot of Netifilm .09 with Drip valve kit | | $1012.36 | | |
| 6 | Griswold 2230 Normally closed Valve-2" | | $955.30 | | |
| 7 | Brass Ball Valve-2" | | $348.51 | | |
| 8 | Carson Reclaimed Rectangle Valve Box | | $142.69 | | |
| 9 | Carson Reclaimed 12" Round Valve Box | | $100.67 | | |
| 10 | 1 Gallon plant material with plant tabs and amendment | | $10.50 | | |
| 11 | 5 Gallon plant material with plant tabs and amendment | | $30.50 | | |
| 12 | 15 Gallon plant material with plant tabs and amendment | | $105.00 | | |
| 13 | 24" Box Tree w/ Stakes with plant tabs and amendment | | $360.00 | | |
| 14 | 36" Box Tree w/ stakes with plant tabs and amendment | | $785.00 | | |
| 15 | 1" x 4" x 20' Plastic landscape header board (brown) each | | $105.00 | | |
| 16 | 20' Brown Truck *Washingtonia robusta* | | $ | | |
| 17 | 10' Brown Truck *Washingtonia robusta* | | $ | | |
| 18 | Forest Floor Mulch (per cubic yard) | | $65.50 | | |
| 19 | 1806 SAM PRS with MP Rotator Nozzle | | $47.90 | | |
| 20 | 1804 Sam PRS with MP Rotator Nozzle | | $32.75 | | |
| | | | $ | | |
| | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| | Removal of Illegal dumping/Cost per 10-yard haul | | $275.00 | | |
| | Cost for additional complete tree trimming | | $125.00 | | |
| | Cost for complete tree removal per inch at DBH. Stumps to be ground to a depth of 24" | | $75 per inch DBH | | |
| | Cost for Additional Palm Tree Trimming to 45* | | $190.00 | | |
| | **Future contract additions** | | | | |
| | Turf cost per sq ft | | $.05 | | |
| | Landscape cost per sq ft | | $.04 | | |
| | Hardscape cost per sq ft | | $.015 | | |
| | | | | | |

Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

# EXHIBIT C

CONTRACTOR COMPENSATION

All provisions or portions of provisions in the original contract, including previously approved Scope of Work Addendums, shall remain in full force and effect.

**2022 – 2023 Contract Amount: $40,546.88 per month (flat fee)**

Optional annual extensions of this contract shall be limited to a 5 percent increase in contract amount, each year, provided that the contractor completes a satisfactory annual performance review by Executive Director.

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 09/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Aon Risk Services Central, Inc.
Philadelphia PA Office
100 North 18th Street
15th Floor
Philadelphia PA 19103 USA

**CONTACT NAME:**
**PHONE (A/C. No. Ext):** (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
**E-MAIL ADDRESS:**

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: ACE American Insurance Company | 22667 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

**INSURED**
BrightView Landscape Services, Inc.
Location #32210
715 W. La Cadena Dr.
Riverside CA 92501 USA

**COVERAGES** **CERTIFICATE NUMBER:** 570095343159 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | XSLG72473826001 | 10/01/2021 | 10/01/2022 | EACH OCCURRENCE | $2,000,000 |
| | CLAIMS-MADE X OCCUR | | | SIR applies per policy terms & conditions | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $2,000,000 |
| | | | | | | | MED EXP (Any one person) | $10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $5,000,000 |
| | POLICY X PRO-JECT X LOC | | | | | | PRODUCTS - COMP/OP AGG | $5,000,000 |
| | OTHER: | | | | | | | |
| A | AUTOMOBILE LIABILITY | | | ISA H25581593 | 10/01/2021 | 10/01/2022 | COMBINED SINGLE LIMIT (Ea accident) | $5,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY ( Per person) | |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | |
| | DED RETENTION | | | | | | | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WLRC67804041 WC - AOS | 10/01/2021 | 10/01/2022 | X PER STATUTE OTH-ER | |
| A | ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) Y/N: N | N/A | | SCFC67804089 WC - WI | 10/01/2021 | 10/01/2022 | E.L. EACH ACCIDENT | $2,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE-EA EMPLOYEE | $2,000,000 |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | $2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Job No. 322100203, March Joint Power Authority at 14205 Meridian Parkway, Riverside, CA 92518.

**CERTIFICATE HOLDER**
March Joint Power Authority
14205 Meridian Parkway, Ste. 140
Riverside CA 92518 USA

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Aon Risk Services Central, Inc.

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The ACORD name and logo are registered marks of ACORD

Holder Identifier :

Ref: MJPA & Brightview August 10, 2022 Item No.8 (2)

Certificate No : 570095343159

# MARCH JOINT POWERS COMMISSION
## OF THE
## MARCH JOINT POWERS AUTHORITY

## *MJPA Operations - Consent Calendar*
## *Agenda Item No. 8 (6)*

**Meeting Date:** August 9, 2023

**Action:** **APPROVE BRIGHTVIEW LANDSCAPE PROFESSIONAL SERVICES AGREEMENT, EXTENSION NO. 3, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

**Motion:** Move to approve BrightView Landscape Professional Services Agreement, Extension No. 3 and authorize the Executive Director to execute the Agreement.

**Background:**

On February 12, 2020, the Commission approved a Professional Services Agreement with BrightView for landscape services within the JPA's Lighting and Landscape Maintenance District 1 that allowed for four one-year extension options. Subsequent Addendums to BrightView's Scope of Work were executed on February 15th, and then again on May 14th of 2021 to add LLMD maintenance areas to BrightView's contract as the Meridian Business Park expanded. On March 24, 2021, the first one-year extension option was approved by the Commission and executed by the Executive Director. During COVID, several service needs arose within the LLMD and as such, a full amendment to the full Professional Services Agreement was necessary. On August 10, 2022, a second one-year extension was approved by the Commission and executed by the Executive Director. To ensure that we are addressing increasing maintenance needs within the LLMD given the buildout of the Meridian Business Park South Campus, this third contract extension with BrightView includes the following amendments:

1. Maintenance of the War Dog Memorial Park.
2. Maintenance of the LLMD on Barton Street and Gless Ranch Road.
3. Maintenance of the LLMD on Caroline Way from Coyote Bush Road to Krameria Avenue.
4. Maintenance of additional LLMD on Coyote Bush Road.
5. Maintenance of the LLMD on the Van Buren Blvd. extension east of the 215 to Western Way.
6. Maintenance of the LLMD around the March Inland Port.

A table of the extended contract amount and the cost of each amendment is as follows:

| Area No. on Map | LLMD Area Name/Description | Cost per Month | Cost per Year |
|---|---|---|---|
| | 2023-24 Contract Ext. with 5% Increase | $42,574. | $510,888. |
| **1** | War Dog Memorial Park | $3,400. | $40,800. |
| **2** | Barton Avenue and Gless Ranch Road | $2,720. | $32,640. |
| **3** | Caroline Way (Knuckle) | $2,961. | $35,532. |
| **4** | Coyote Bush Road | $2,003. | $24,036. |
| **5** | Van Buren Extension | $4,056. | $48,672. |
| **6** | March Inland Port | $1,342. | $16,104 |
| | **TOTALS** | **$59,056** | **$708,672.** |

All the additional LLMD areas listed above are contained in the 2023/24 MJPA LLMD #1 Engineer's Report except for the March Inland Port (Airport) Area 6 on Map 2.

All other provisions within the original contract, and subsequent scope of work addendums shall remain in full force and effect.

**Attachments:** Area Maps 1 and 2

## Area Map 1




**Area Map 2**



Ref: MJPA & Brightview August 9, 2023 Item No.8 (6)

# AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BRIGHTVIEW LANDSCAPE SERVICES, INC.

This Amendment No. 1 to the Professional Services Agreement is made and entered into as of August 9, 2023 ("Effective Date") by and between the March Joint Powers Authority, a California joint powers authority ("MJPA") and BrightView Landscape Services, Inc., a California corporation, ("Contractor"). MJPA and Contractor are sometimes referred to herein individually as a "Party" and collectively as "Parties."

## RECITALS

A. WHEREAS, on February 12, 2020, the MJPA and Contractor entered into an agreement for the purposes of providing landscape maintenance services (the "Original Agreement"); and

B. WHEREAS, on March 24, 2021, the MJPA and the Contractor entered into Addendum No. 1 for the purpose of extending the term of the Original Agreement; and

C. WHEREAS, on August 10, 2022, the MJPA and the Contractor entered into an amended and restated agreement for the purposes of removing references to the March Inland Port Airport Authority, limiting the service area to Landscape Lighting Maintenance District No. 1 ("LLMD") and clarifying additional areas of the Original Agreement (the "Current Agreement"); and

D. WHEREAS, the MJPA and the Contractor desire to amend the Current Agreement in order to extend the term of the Current Agreement, include additional areas in Contractor's maintenance obligations, and increase the not-to-exceed compensation.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this Amendment No. 1 and the Current Agreement, the Parties mutually agree as follows:

## AGREEMENT

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Term. Pursuant to the MJPA's first extension option, the term of the Current Agreement shall be extended for an additional term of one year through August 10, 2024, unless earlier terminated.

3. Services. The Services, as that term is defined in the Current Agreement, shall be amended to include additional services. The additional services are more particularly described in Exhibit "A-1", attached hereto and incorporated herein by this reference.

4. Amendment to Section III (1) of the Current Agreement. Section III (1) of the Current Agreement shall be amended in its entirety to read as follows:

"1. Compensation. Contractor shall receive compensation, including reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A-1" attached hereto. The total compensation shall not exceed $40,546.88 per month for LLMD #1 without the approval of the Authority's Executive Director. Invoices shall be accompanied by completed Maintenance Frequency checklists.

Starting on August 9, 2023, the total compensation under this Agreement shall increase to a not-to-exceed amount of $57,714 per month (for a yearly total of $692,568) to account for the additional Services outlined in Exhibit "A-1". These additional services shall be performed at the rates set forth in Exhibit "A-1".

5. Full Force. Except as amended by this Amendment No. 1, all provisions of the Current Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1.

6. Electronic Transmission. A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

7. Counterparts. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

**[SIGNATURES ON FOLLOWING PAGE]**



*Ref: MJPA & Brightview August 9, 2023 Item No.8 (6)*

**SIGNATURE PAGE FOR**
**AMENDMENT NO. 1 TO THE**
**PROFESSIONAL SERIVCES AGREEMENT**
**WITH BRIGHTVIEW LANDSCAPE SERVICES, INC.**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the Effective Date first herein above written.

**MARCH JOINT POWERS AUTHORITY**

APPROVED BY:

Grace I. Martin, DPPD
Executive Director

ATTESTED BY:

Cindy Camargo
Authority Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP
General Counsel

**BRIGHTVIEW LANDSCAPE SERVICES, INC.**

Rene Rivera
Vice President-General Manager

266211
Contractor's License Number

DIR Registration Number

JPC Approval: 08.09.23 8.6



Ref: MJPA & Brightview August 9, 2023 Item No.8 (6)

Ref: MJPA & Brightview August 9, 2023 Item No.8 (6)

# EXHIBIT A-1

## ADDITIONAL SERVICES AND COMPENSATION

1. Maintenance of the War Dog Memorial Park.
2. Maintenance of the LLMD on Barton Street and Gless Ranch Road.
3. Maintenance of the LLMD on Caroline Way from Coyote Bush Road to Krameria Avenue.
4. Maintenance of additional LLMD on Coyote Bush Road.
5. Maintenance of the LLMD on the Van Buren Boulevard extension east of the 215 to Western Way.

A table of the extended contract amount and the cost of each amendment is as follows:

| Area No. on Map | LLMD Area Name/Description | Cost per Month | Cost per Year |
|---|---|---|---|
| | 2023-24 Contract Ext. with 5% Increase | $42,574. | $510,888. |
| 1 | War Dog Memorial Park | $3,400. | $40,800. |
| 2 | Barton Street and Gless Ranch Road | $2,720. | $32,640. |
| 3 | Caroline Way (Knuckle) | $2,961. | $35,532. |
| 4 | Coyote Bush Road | $2,003. | $24,036. |
| 5 | Van Buren Extension | $4,056. | $48,672. |
| | **TOTALS** | **$57,714.** | **$692,568.** |

All the additional LLMD areas listed above are contained in the 2023/24 MJPA LLMD No. 1 Engineer's Report.

All other provisions within the original contract, and subsequent scope of work addendums shall remain in full force and effect.

## Area Map 1




## Area Map 2



# MARCH JOINT POWERS COMMISSION

OF THE

**MARCH JOINT POWERS AUTHORITY**

## *MJPA Operations - Consent Calendar*
## *Agenda Item No. 8 (13)*

**Meeting Date:** August 14, 2024

**Action:** **APPROVE BRIGHTVIEW LANDSCAPE PROFESSIONAL SERVICES AGREEMENT, AMENDMENT NO. 2, AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AGREEMENT**

**Proposed Motion:** Move to approve BrightView Landscape Professional Services Agreement, Amendment No. 2 and authorize the Chief Executive Officer to execute the Agreement.

**Background:**

On February 12, 2020, the Commission approved a Professional Services Agreement with BrightView for landscape services within the JPA's Lighting and Landscape Maintenance District 1 ("LLMD") that allowed for four one-year extension options. Addendum No. 1 to BrightView's Scope of Work was executed on March 24, 2021, for the purpose of extending the term of the original agreement. During COVID, a number of service needs arose within the LLMD area and as such, a full amendment to the full Professional Services Agreement was necessary. On August 10, 2022, a second one-year extension was approved by the Commission and executed by the Chief Executive Officer ("CEO"). The completion of the War Dog Memorial Park and other LLMD landscape additions required a third contract extension with BrightView that was approved by the Commission and executed by the CEO on August 9, 2023. A fourth and final contract renewal with Brightview Landscape is requested to include additional LLMD areas pursuant to the 2024/25 LLMD #1 Engineers Report, and a contingency provision that will cover any unforeseen incidents within the LLMD, allowing for the elimination of future change work-orders by Brightview. That contingency provision is limited to ten percent (10%) of the agreement amount as outlined within the attached Amendment No. 2 to the professional services agreement with Brightview.

All other provisions within the original contract, and subsequent scope of work addendums shall remain in full force and effect.

**Attachment:** Amendment No. 2 to the Professional Services Agreement with Brightview Landscape Services, Inc.

Ref: MJPA & Brightview August 14, 2024 Item No.8 (13)

# AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BRIGHTVIEW LANDSCAPE SERVICES, INC.

This Amendment No. 2 to the Professional Services Agreement is made and entered into as of August 14, 2024 ("Effective Date") by and between the March Joint Powers Authority, a California joint powers authority ("MJPA") and BrightView Landscape Services, Inc., a California corporation, ("Contractor"). MJPA and Contractor are sometimes referred to herein individually as a "Party" and collectively as "Parties."

## RECITALS

A. WHEREAS, on February 12, 2020, the MJPA and Contractor entered into an agreement for the purposes of providing landscape maintenance services (the "Original Agreement"); and

B. WHEREAS, on March 24, 2021, the MJPA and the Contractor entered into Addendum No. 1 for the purpose of extending the term of the Original Agreement; and

C. WHEREAS, on August 10, 2022, the MJPA and the Contractor entered into an amended and restated agreement for the purposes of removing references to the March Inland Port Airport Authority, limiting the service area to Landscape Lighting Maintenance District No. 1 ("LLMD") and clarifying additional areas of the Original Agreement (the "Current Agreement"); and

D. WHEREAS, on August 9, 2023, the MJPA and the Contractor amended the Current Agreement in order to extend the term of the Current Agreement, include additional areas in Contractor's maintenance obligations, and increase the not-to-exceed compensation.

E. WHEREAS, the MJPA and Contractor desire to amend the Current Agreement in order to extend the term of the Current Agreement, include additional areas in Contractor's maintenance obligations, and increase the not-to-exceed compensation.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this Amendment No. 2 and the Current Agreement, the Parties mutually agree as follows:

## AGREEMENT

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Term. Pursuant to the MJPA's second extension option, the term of the Current Agreement shall be extended for an additional term of one year through July 31, 2025, unless earlier terminated.

3. Services. The Services, as that term is defined in the Current Agreement, shall be amended to include additional services. The additional services are more

particularly described in Exhibit "A-2", attached hereto and incorporated herein by this reference.

4. Amendment to Section III (1) of the Current Agreement. The following paragraph shall be added to the end of Section III (1) of the Current Agreement to read as follows:

"Starting August 10, 2024, the total compensation under this Agreement shall increase to a not-to-exceed amount of **$61,693 per month** (for a yearly total of **$740,311** to account for the additional Services outlined in Exhibit "A-2." The additional services shall be performed at the rates set forth in Exhibit "A-2". Notwithstanding the foregoing the Chief Executive Officer or his or her designee, may approve additional work/costs up to ten percent (10%) of the not-to-exceed amount of the Agreement.""

5. Full Force. Except as amended by this Amendment No. 2, all provisions of the Current Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 2.

6. Electronic Transmission. A manually signed copy of this Amendment No. 2 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 2 for all purposes. This Amendment No. 2 may be signed using an electronic signature.

7. Counterparts. This Amendment No. 2 may be signed in counterparts, each of which shall constitute an original.

**[SIGNATURES ON FOLLOWING PAGE]**



*Ref: MJPA & Brightview August 14, 2024 Item No.8 (13)*

**SIGNATURE PAGE FOR**
**AMENDMENT NO. 2 TO THE**
**PROFESSIONAL SERVICES AGREEMENT**
**WITH BRIGHTVIEW LANDSCAPE SERVICES, INC.**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 on the Effective Date first herein above written.

**MARCH JOINT POWERS AUTHORITY**

APPROVED BY:

Grace I. Martin, DPPD
Executive Director

ATTESTED BY:

Cindy Camargo
Authority Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP
General Counsel

**BRIGHTVIEW LANDSCAPE SERVICES, INC.**

Rene Rivera
Vice President-General Manager

266211
Contractor's License Number

DIR Registration Number

JPC: 08.14.24-8.13



Ref: MJPA & Brightview August 14, 2024 Item No.8 (13)

Ref: MJPA & Brightview August 14, 2024 Item No.8 (13)

## EXHIBIT A-2

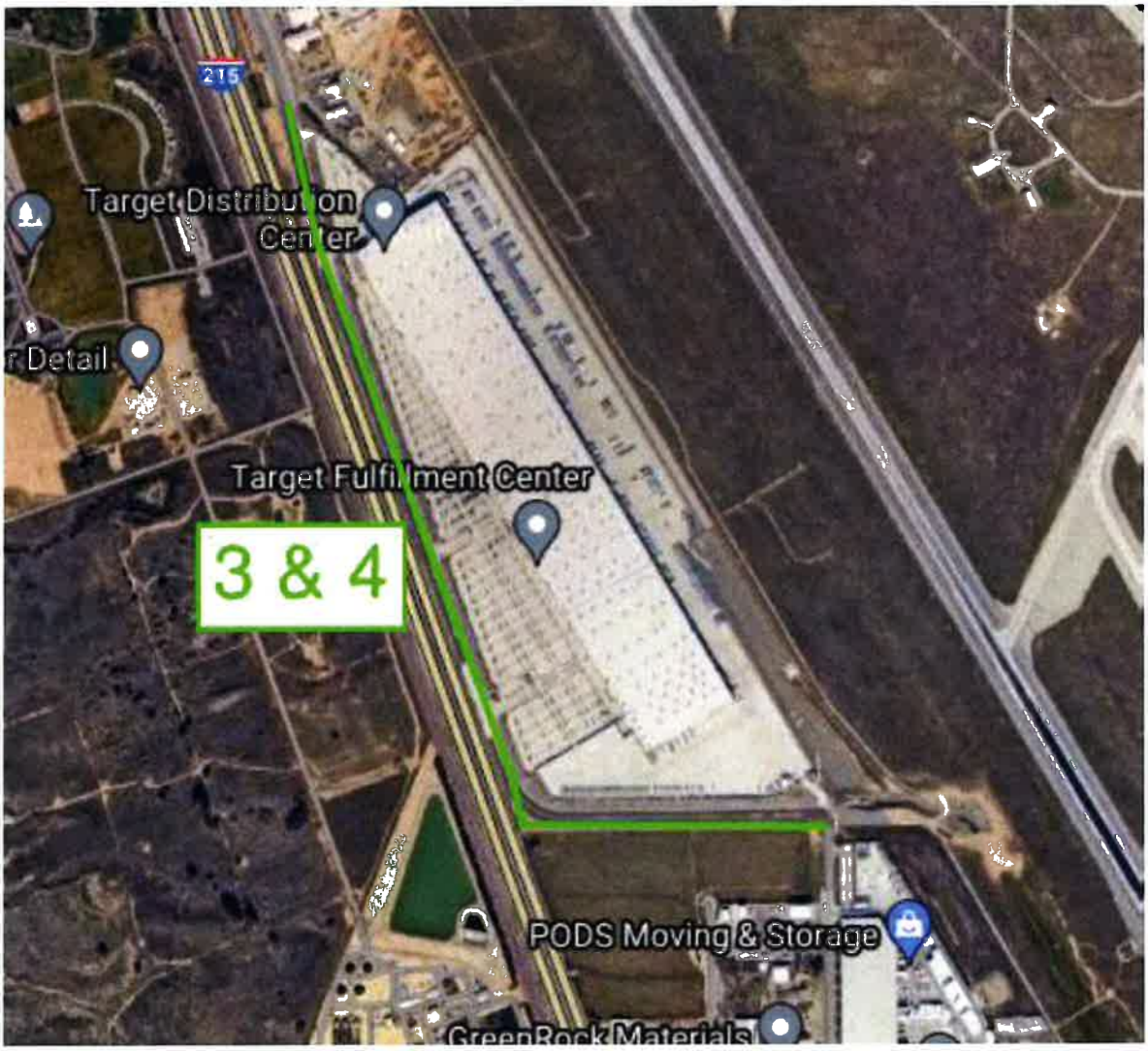
## ADDITIONAL SERVICES AND COMPENSATION

| Area on Map | LLMD Area Name/Description | Cost per Month | Cost per Year |
|---|---|---|---|
| | 2024-25 Contract Ext With 4% Annual Increase | (2023/24 Monthly amount $57,714 + $2,309 (4%)) $60,023 | (2023/24 Annual Amount $692,568 + $27,703 (4%)) $720,271 |
| 1 | Southwest corner of Krameria and Bundy Avenue | $1,000 | $12,000 |
| 2 | Southeast corner of Krameria and Bundy Avenue | $450 | $5,400 |
| 3 | Van Buren Extension- 1 Additional Westside Weed Abatement. | $110 | $1,320 |
| 4 | Van Buren Extension Westside Bio-Swale Cleaning, 2 Times per year | $110 | $1,320 |
| | **TOTALS** | **$61,693** | **$740,311** |

# Areas 1 and 2


Amazon LGB6
ing and staffing
Powered by
Fulfillment, Inc
Krameria Ave
Krameria
Bundy Ave
Bundy Ave
Bundy Ave
White St
Ryan St
11th St
ChargePoint
Google
Thomas

# Areas 3 and 4


215
Target Distribution Center
Target Fulfillment Center
3 & 4
PODS Moving & Storage

# COUNTY OF RIVERSIDE

## Transportation and Land Management Agency

Rania Odenbaugh
TLMA Director

Transportation | Planning | Building & Safety | Code Enforcement | Aviation

Date: Thursday, May 8, 2025

From: Dennis Acuna, PE, TE
Director of Transportation

To: Purchasing Agent

Via: Monica Rossow (951-955-8324)

Subject: Request for the Single Source for Landscape Maintenance Services for March JPA LMD/CFD

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of $5,000 or more for goods and/or services.

☒ Single Source ☐ Sole Source

Supporting Documents: indicate which are included in the request from the list below.

☐ Supplier Quote ☐ Supplier Sole Source Letter ☐ Final draft agreement

☐ Final draft Form 11 ☐ H-11 approved by RCIT/TSOC ☐ Grant Agreement

☒ Other: Existing March JPA Agreement and amendments with Brightview Landscape Services

1. Requested Supplier Name: Brightview Landscape Services Supplier ID: TBD

   a. Describe the goods/service being requested:
   The extension and continuation of Brightview's landscape maintenance agreement with March JPA, to be assumed by the County of Riverside Transportation Dept as of July 1, 2025.

   b. Explain the unique features of the goods/services being requested from this supplier:
   Brightview Landscape Services has provided ongoing landscape maintenance services to March JPA since February 2020 (Five years plus) and has assumed additional areas since the original agreement was executed in 2020. Brightview is currently familiar with the maintained LMD/CFD landscaped areas and per March JPA Staff, performing to the scope of the existing contract obligations. March JPA Staff has noted that there may be deferred landscape maintenance items that will need to be addressed/resolved once the County


4080 Lemon Street, 14th Floor • Riverside, California 92501 • (951) 955-6838
P. O. Box 1605 • Riverside, California 92502-1605 • FAX (951) 955-5177

assumes the LMD/CFD landscape areas. Brightview is familiar with those deferred items and will be assisting the County on those items if and when directed to proceed.

c. What are the operational benefits to your department?
The vendor has seasoned staff and experience on the contract including institutional knowledge of existing irrigation systems/irrigation software and landscape maintenance areas on the project. As County Staff becomes familiar with the project in the next three to six months, a new scope of service will be prepared in preparation of future bid documents.

d. Provide details on any cost benefits/discounts.
The benefits of assuming the ongoing contract cost include:
Contract cost is within the existing LMD/CFD budget;
Contract cost will be fixed over the next 12 months or less;
Cost saving on County administration costs and County inspection costs when compared to a new landscape maintenance contractor verses an existing/experienced landscape maintenance contractor.

2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

☒ Yes ☐ No

a. If yes, please explain why you are requesting to utilize an SSJ process?
As County Staff becomes familiar with the required landscape maintenance of the project, an RFQ/P will be prepared to formally bid the project this Fall/Winter of 2025 with a revised scope of service. In the meantime the vendor, costs, and scope of work will remain status quo.

3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? *(If yes, please provide the reviewed single or sole source tracking number)*.

☐ Yes SSJ# _____ ☒ No

a. What was the total aggregate amount? N/A


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P. O. Box 1605 • Riverside, California 92502-1605 • FAX (951) 955-5177

4. Identify all costs for this requested in the table below:
If review is for multiple years, all costs must be identified below:

| Description: | FY25/26 | FY25/26 | FY26/27 | FY27/28 | FY28/29 | Total |
|---|---|---|---|---|---|---|
| Total One-time Costs: | $1,000,000 | $0 | $0 | $0 | $0 | $1,000,000 |
| Total | $1,000,000 | $0 | $0 | $0 | $0 | $1,000,000 |

*Note: Insert additional rows as needed*

5. Period of Performance: July 1, 2025 through June 30, 2026

Ratify Start Date (if applicable): N/A

Initial Term Start Date: July 1,2025 End Date: June 30, 2026

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): Renewal options are not provided.

Aggregate Term/End Date: On or prior to June 30, 2026

6. Projected Board of Supervisor Date (if applicable): June 10, 2025

**By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.**

| Dennis Acuna | | 5/9/2025 |
|---|---|---|
| **Print Name** | **Department Head Signature** (Executive Level Designee) | **Date** |

**PCS Reviewed:**

| Monica Rossow | | 5-9-2025 |
|---|---|---|
| **Print Name** | **Signature** | **Date** |

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psolesource@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.



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P. O. Box 1605 • Riverside, California 92502-1605 • FAX (951) 955-5177

**The section below is to be completed by the Purchasing Agent or designee.**

**Purchasing Department Review and Comments:** _____

Not to exceed:

☐ One-time $_____

☒ Annual Amounts reflected in completed chart for Question #4

Total Cost $_____

☐ Aggregate Amount $_____

| Stacy Orton | 7/22/2025 | 26-013 |
|---|---|---|
| **Purchasing Agent Signature** | **Date** | **Tracking Number** (Reference on Purchasing Documents) |




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

**ITEM:** 3.81
(ID # 28219)
**MEETING DATE:**
Tuesday, June 24, 2025

**FROM :** TLMA-TRANSPORTATION

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION: Adoption of Resolution No. 2025-164, a Joint Resolution between March JPA and the County of Riverside setting forth the mutually agreed upon terms and conditions of March JPA Landscaping and Lighting Maintenance District No. 1, District 1. [$2,521,011 Total Cost - March JPA LLMD No. 1 Funds 100%]

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

1. **Adopt** Resolution 2025-164, a Joint Resolution of the March Joint Powers Commission of the March Joint Powers Authority and the Board of Supervisors of the County of Riverside to Transfer Landscaping and Lighting Maintenance District No.1 From the March Joint Powers Authority To The County of Riverside; and

2. **Authorize** the Director of Transportation, or their designee, to complete required documents for Landscaping and Lighting Maintenance District No.1 related to Fixed Charge Processing (assessments) with the County Auditor-Controller for FY 2025/26 and subsequent years; and

3. **Direct** the County Auditor-Controller to establish an interest-bearing sub-fund 20584 to receive deposits and interest thereon from Landscaping and Lighting Maintenance District No.1; in accordance with Sections 22655 and 22656 of the Streets and Highways Code.

**ACTION:Policy**

Dennis Acuna, Director of Transportation 6/18/2025

---

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Medina 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: | June 24, 2025 |
| xc: | TLMA-Transp. |

Kimberly A. Rector
Clerk of the Board
By: _____
Deputy

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|---|---|---|---|---|
| COST | $0 | $2,521,011 | $2,521,011 | $0 |
| NET COUNTY COST | $0 | $0 | $0 | $0 |
| **SOURCE OF FUNDS:** March JPA LLMD No. 1 100%, There are no General Funds used in this project. | | | **Budget Adjustment:** No | |
| | | | **For Fiscal Year:** 25/26 | |

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

**BACKGROUND:**

**Summary**

The March Joint Powers Authority (March JPA) was established in 1993 via a Joint Powers Agreement between the Cities of Moreno Valley, Perris, Riverside, and the County of Riverside, to ensure the effective reuse of the former March Air Force Base, which was realigned from an active-duty base to a reserve base. Among the primary objectives for forming the March JPA was to prevent the loss of thousands of jobs and millions of dollars, ensure the long-term viability of the airport, and facilitate economic development within the region. The former air base served as a critical economic generator for the region and to preserve its function as an operational, joint1use airfield, the March JPA was granted land use and public utility authority and designated as the Successor Agency and March Inland Port Authority. The March JPA was also tasked with the provision of municipal services to the March JPA area.

On Tuesday, April 18, 2023, as Agenda Item 3.10, the Board of Supervisors approved the Fourteenth Amendment to the Joint Powers Agreement among the Member Agencies relating to the March Joint Powers Authority; Approval of the Tax and Revenue Sharing Agreement among the Cities of Moreno Valley, Perris, Riverside and the County of Riverside through August 1, 2041; and Approval of the Amended Restated Municipal Services Agreement between the County of Riverside and the March JPA for the Provision of Governmental Municipal Services from July 1, 2023 to June 30, 2025.

Pursuant to the Fourteenth Amended JPA Agreement, the March JPA is transferring its land use authority to the County on July 1, 2025. As a part of the transfer of land use authority to the County, the March JPA desires to transfer jurisdiction of the Landscaping and Lighting Maintenance District No. 1 (March LLMD No.1) to the County as allowed under Senate Bill ("SB") 994. SB 994 allows the March JPA to transfer jurisdiction of over any landscaping and lighting maintenance districts, established pursuant to the Landscaping and Lighting Act of 1972 (Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code), to the County of Riverside pursuant to a joint resolution setting forth the mutually agreed upon terms and conditions under which the transfer is to take place.

The March Joint Powers Commission has conducted proceedings under the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 25000) of Division 15 of the California Streets and Highways Code to establish March LLMD No.1 to levy assessments upon the land

in the March LLMD No.1 for the purpose of installing, constructing, operating and maintaining public lighting, landscaping, and drainage improvements and appurtenant facilities. The March JPA affirms that the March LLMD No.1 receives funding through a special benefit assessment levy established by March JPA.

The attached Joint Resolution was executed by the March JPA on their June 11, 2025 meeting as agenda item no. 9 (17).

**Impact on Residents and Businesses**

Adoption of this resolution allows the County of Riverside to continue the services of the March JPA LLMD No.1 including the of installing, constructing, operating and maintaining public lighting, landscaping, and drainage improvements and appurtenant facilities that help maintain and improve the appearance and aesthetics of the community.

The costs associated with this service comes from property tax assessments through the March JPA Landscaping and Lighting Maintenance District No. 1.

**Additional Fiscal Information**

The Fiscal Year 2025/2026 Engineers Report for the March JPA Landscaping and Lighting Maintenance District No. 1 is attached for reference.

On June 11, 2025 as Item No.11 (1) the March JPA adopted Resolution 25-16, A Resolution of the Commission of the March Joint Powers Authority, Ordering the Continued Operation of the Landscaping and Lighting Maintenance District No. 1 (LLMD1), March Joint Powers Authority, Confirming the Diagram and Assessment and Ordering the Levy and Collection of Assessments for Fiscal Year 2025-2026.

**ATTACHMENTS**:

County Resolution 2025-164 (March JPA Resolution 25-17) for LMD transfer
March JPA Staff report from June 11, 2025 regarding joint resolution 25-17 LLMD transfer
March JPA resolution 25-16 Ordering March JPA LLMD No.1 Assessments and Levy
March JPA LLMD No.1 Fiscal Year 2025-2026 Engineer's Report

Jason Farin, Principal Policy Analyst 6/20/2025

Aaron Gettis

Aaron Gettis, Chief of Deputy County Counsel 6/20/2025

**RIVERSIDE COUNTY RESOLUTION NO. 2025-164**

**MARCH JOINT POWERS COMMISSION RESOLUTION NO. 25-17**

**A JOINT RESOLUTION OF THE MARCH JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS AUTHORITY AND THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE TO TRANSFER LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 FROM THE MARCH JOINT POWERS AUTHORITY TO THE COUNTY OF RIVERSIDE**

**WHEREAS,** the March Joint Powers Authority ("March JPA") is a joint powers agency created by a joint powers agreement ("JPA Agreement") dated September 7, 1993, as amended, pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with section 6500) of the Government Code; and

**WHEREAS,** the March JPA is composed of the member entities of the County of Riverside ("County"), the City of Riverside, the City of Moreno Valley, and the City of Perris; and

**WHEREAS,** the member entities entered into the Fourteenth Amended JPA Agreement in order to refine and reduce the duties of the March JPA, anticipate future completion of the land use redevelopment phase of the JPA Agreement, and enter into a new phase of intergovernmental cooperation for the management of the March Inland Port Airport by the March Inland Port Airport Authority; and

**WHEREAS**, pursuant to the Fourteenth Amended JPA Agreement, the March JPA is transferring its land use authority to the County on July 1, 2025; and

**WHEREAS,** the March Joint Powers Commission of the March JPA ("Commission") has conducted proceedings under the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 25000) of Division 15 of the California Streets and Highways Code to establish Landscaping and Lighting Maintenance District No. 1 ("LLMD") in order to levy assessments upon the land in the LLMD for the purpose of installing, constructing, operating and maintaining public lighting, landscaping, and drainage improvements and appurtenant facilities; and

**WHEREAS,** as a part of the transfer of land use authority to the County, the March JPA desires to transfer jurisdiction of the LLMD to the County; and

**WHEREAS**, Senate Bill ("SB") 994 allows for the March Joint Powers Authority to transfer jurisdiction of over any landscaping and lighting maintenance districts, established pursuant to the Landscaping and Lighting Act of 1972 (Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code), to the County of Riverside pursuant to a joint resolution setting forth the mutually agreed upon terms and conditions under which the transfer is to take place; and

**WHEREAS**, March JPA affirms that the LLMD receives funding through a special benefit assessment levy established by March JPA; and

**WHEREAS**, March JPA and the County consent to the transfer of jurisdiction over the LLMD from the March JPA to the County; and

**WHEREAS**, the Commission wishes to approve the transfer of the LLMD to the County; and

**WHEREAS**, the Board of Supervisors wishes to accept the transfer of the LLMD to the County.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE MARCH JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS AUTHORITY AND THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE AS FOLLOWS:**

**Section 1**. The above recitals are true and correct and are incorporated herein by this reference.

**Section 2**. March JPA Approval. The Commission of the March JPA approves the transfer of the LLMD to the County and authorizes the March JPA Chief Executive Officer, or designee, to conduct any actions necessary to effectuate the transfer.

**Section 3**. County Approval. The Board of Supervisors of the County accepts the transfer of the LLMD from the March JPA to the County and authorizes the County Chief Executive Officer, or designee to conduct any actions necessary to effectuate the transfer.

**Section 4**. Any funds levied and collected pursuant to the special assessment ("Assessment Proceeds") prior to the adoption of this Resolution will be deposited with the County.

**Section 5**. Commencing after the adoption of this Resolution and thereafter, the County shall be responsible for the administration of the LLMD, or whatever designation that County assigns to this zone, including the collection of the annual assessments. If for any reason Assessment Proceeds or funds are sent to March JPA after the adoption of this Resolution, the March JPA shall forward those Assessment Proceeds or funds to the County within sixty (60) days of March JPA's knowledge of those Assessment Proceeds or funds.

**Section 6**. The March JPA represents that to the best of its knowledge, there are no pending or threatened claims, or administrative or court proceedings against the LLMD to be transferred herein.

**Section 7**. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other

provisions or applications, and to this end the provisions of this Resolution are declared to be severable.

**Section 8**. Effective Date. This Resolution shall become effective on July 1, 2025.

**Section 9**. The Clerk of the Commission and the Clerk to the Board of Supervisors of shall certify to the adoption of this Resolution.

**PASSED, APPROVED, and ADOPTED** at a regular meeting of the March Joint Powers Commission of the March Joint Powers Authority, on this 11th day of June, 2025.

Michael M. Vargas, Chair
March Joint Powers Commission

provisions or applications, and to this end the provisions of this Resolution are declared to be severable.

**Section 8**. Effective Date. This Resolution shall become effective on July 1, 2025.

**Section 9**. The Clerk of the Commission and the Clerk to the Board of Supervisors of shall certify to the adoption of this Resolution.

**PASSED, APPROVED, and ADOPTED** at a regular meeting of the March Joint Powers Commission of the March Joint Powers Authority, on this 11th day of June, 2025.

Michael M. Vargas, Chair
March Joint Powers Commission

**ATTEST:**

I, Cindy Camargo, Clerk of the March Joint Powers Commission, do hereby certify that the foregoing Resolution JPA 25-17 was duly and regularly adopted by the March Joint Powers Commission at its regularly scheduled meeting on June 11, 2025, by the following vote:

Ayes: Perry, Delgado, Conder, Nava, Cabrera, Medina, Vargas
Noes: None
Abstain: None
Absent: Gutierrez

Dated: June 11, 2025

Cindy Camargo, Clerk
March Joint Powers Commission

## COUNTY APPROVAL

**PASSED, APPROVED, and ADOPTED** at a regular meeting of the Board of Supervisors of the County of Riverside, on this 24 day of JUN, 2025.

AYES: 5 NOES: 0 ABSTENTIONS: 0 ABSENT: 0

Chairperson of the Board of Supervisors
V. MANUEL PEREZ

**ATTEST:**
Kimberly Rector
Clerk of the Board of Supervisors

By: _____
Deputy

**COUNTY COUNSEL:**
Minh Tran
Approved as to form

By: _____
Stephanie Nelson
Deputy County Counsel



JUN 24 2025 3.81

# MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

## *MJPA Operations - Consent Calendar*
## *Agenda Item No. 9 (17)*

**Meeting Date:** June 11, 2025

**Action:** **ADOPT A JOINT RESOLUTION JPA 25-17 OF THE MARCH JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS AUTHORITY AND THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE TO TRANSFER LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 FROM MARCH JOINT POWERS AUTHORITY TO THE COUNTY OF RIVERSIDE**

**Motion:** Move to adopt a Joint Resolution JPA 25-17 of the March Joint Powers Commission of the March Joint Powers Authority and the Board of Supervisors of the County of Riverside to transfer Landscaping and Lighting Maintenance District No. 1 from the March Joint Powers Authority to the County of Riverside.

**Background:**

The March Joint Powers Authority ("March JPA") is a joint powers agency created by a joint powers agreement ("JPA Agreement") dated September 7, 1993, as amended, pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with section 6500) of the Government Code. The March JPA is composed of the member entities of the County of Riverside ("County"), the City of Riverside, the City of Moreno Valley, and the City of Perris ("Commission").

On April 18, 2023, the member entities entered into the Fourteenth Amended JPA Agreement in order to refine and reduce the duties of the March JPA, anticipate future completion of the land use redevelopment phase of the JPA Agreement, and enter into a new phase of intergovernmental cooperation for the management of the March Inland Port Airport by the March Inland Port Airport Authority. Pursuant to the Fourteenth Amended JPA Agreement, the March JPA is transferring its land use authority to the County on July 1, 2025. As a part of the transfer of land use authority to the County, the March JPA desires to transfer jurisdiction of the LLMD to the County as allowed under Senate Bill ("SB") 994. SB 994 allows the March Joint Powers Authority to transfer jurisdiction of over any landscaping and lighting maintenance districts, established pursuant to the Landscaping and Lighting Act of 1972 (Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code), to the County of Riverside pursuant to a joint resolution setting forth the mutually agreed upon terms and conditions under which the transfer is to take place.

The March Joint Powers Commission has conducted proceedings under the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 25000) of Division 15 of the California

Streets and Highways Code to establish Landscaping and Lighting Maintenance District No. 1 ("LLMD") in order to levy assessments upon the land in the LLMD for the purpose of installing, constructing, operating and maintaining public lighting, landscaping, and drainage improvements and appurtenant facilities. The March JPA affirms that the LLMD receives funding through a special benefit assessment levy established by March JPA.

Consistent with the 14th Amendment of the JPA Agreement, and SB 994, MJPA staff recommends approval of Joint Resolution JPA 25-17 of the March Joint Powers Commission of the March Joint Powers Authority and the Board of Supervisors of the County of Riverside to transfer Landscaping and Lighting Maintenance District No. 1 from the March Joint Powers Authority to the County of Riverside.

**Attachment(s):** Joint Resolution JPA 25-17

# MARCH JOINT POWERS COMMISSION
## OF THE
## MARCH JOINT POWERS AUTHORITY

## *MJPA Operations - Consent Calendar*
## *Agenda Item No. 9 (17)*

**Meeting Date:** June 11, 2025

**Action:** **ADOPT A JOINT RESOLUTION JPA 25-17 OF THE MARCH JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS AUTHORITY AND THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE TO TRANSFER LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 FROM MARCH JOINT POWERS AUTHORITY TO THE COUNTY OF RIVERSIDE**

**Motion:** Move to adopt a Joint Resolution JPA 25-17 of the March Joint Powers Commission of the March Joint Powers Authority and the Board of Supervisors of the County of Riverside to transfer Landscaping and Lighting Maintenance District No. 1 from the March Joint Powers Authority to the County of Riverside.

**Background:**

The March Joint Powers Authority ("March JPA") is a joint powers agency created by a joint powers agreement ("JPA Agreement") dated September 7, 1993, as amended, pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with section 6500) of the Government Code. The March JPA is composed of the member entities of the County of Riverside ("County"), the City of Riverside, the City of Moreno Valley, and the City of Perris ("Commission").

On April 18, 2023, the member entities entered into the Fourteenth Amended JPA Agreement in order to refine and reduce the duties of the March JPA, anticipate future completion of the land use redevelopment phase of the JPA Agreement, and enter into a new phase of intergovernmental cooperation for the management of the March Inland Port Airport by the March Inland Port Airport Authority. Pursuant to the Fourteenth Amended JPA Agreement, the March JPA is transferring its land use authority to the County on July 1, 2025. As a part of the transfer of land use authority to the County, the March JPA desires to transfer jurisdiction of the LLMD to the County as allowed under Senate Bill ("SB") 994. SB 994 allows the March Joint Powers Authority to transfer jurisdiction of over any landscaping and lighting maintenance districts, established pursuant to the Landscaping and Lighting Act of 1972 (Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code), to the County of Riverside pursuant to a joint resolution setting forth the mutually agreed upon terms and conditions under which the transfer is to take place.

The March Joint Powers Commission has conducted proceedings under the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 25000) of Division 15 of the California

Streets and Highways Code to establish Landscaping and Lighting Maintenance District No. 1 ("LLMD") in order to levy assessments upon the land in the LLMD for the purpose of installing, constructing, operating and maintaining public lighting, landscaping, and drainage improvements and appurtenant facilities. The March JPA affirms that the LLMD receives funding through a special benefit assessment levy established by March JPA.

Consistent with the 14th Amendment of the JPA Agreement, and SB 994, MJPA staff recommends approval of Joint Resolution JPA 25-17 of the March Joint Powers Commission of the March Joint Powers Authority and the Board of Supervisors of the County of Riverside to transfer Landscaping and Lighting Maintenance District No. 1 from the March Joint Powers Authority to the County of Riverside.

**Attachment(s):** Joint Resolution JPA 25-17

# MARCH JOINT POWERS COMMISSION
## OF THE
## MARCH JOINT POWERS AUTHORITY

## *MJPA – Public Hearing*
## *Agenda Item No. 11 (1)*

**Meeting Date:** June 11, 2025

**Action:** **ADOPT RESOLUTION JPA 25-16 A RESOLUTION OF THE COMMISSION OF THE MARCH JOINT POWERS AUTHORITY ORDERING THE CONTINUED OPERATION OF LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1, MARCH JOINT POWERS AUTHORITY, CONFIRMING THE DIAGRAM AND ASSESSMENT, AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2025-2026**

**Proposed Motions:**

1. Open Public Hearing for public comment in favor of or opposed to the levy and collection of FY 2025-26 assessments under LLMD No. 1;
2. Close the Public Hearing.
3. Move to adopt Resolution JPA 25-16, confirming the diagram and assessments, approving the levy and collection of assessments for FY 2025-2026 under LLMD No. 1.

**Applicant:** March Joint Powers Authority

**Background:**

On May 7, 2025, the Commission initiated the FY 2025/26 proceedings for LLMD No. 1. This district was formed January 19, 2005 to provide for the for the benefit of private developments within the Meridian Business Park. The LLMD is to provide maintenance and operation services for public signage, lighting, landscaping, drainage facilities, traffic signals, street sweeping, graffiti removal, and appurtenant facilities within Meridian Business Park North Campus (properties west of the I-215 Freeway, south of Alessandro Boulevard and north of Van Buren Boulevard) and Meridian Business Park South Campus (properties west of Air Force Village West Drive, south of Van Buren Boulevard and east of Barton Road). The North and South campuses contain improvements that are unique to each campus; as such, properties within Meridian Business Park are assessed based on their campus location. Certain North Campus stormwater detention facilities provide flood protection to South Campus properties; as such, 40% of the maintenance costs to North Campus detention basins are assessed to parcels within the South Campus. Assessments are based on benefit units - one acre equals one benefit unit.

The LLMD covers five Benefit Zones: Benefit Zone 1 (North Campus), Benefit Zone 1 (South Campus), Benefit Zone 2, Benefit Zone 3, and Benefit Zone 4. There are no improvements maintained, or assessments levied, under Benefit Zone 2 of the LLMD. Three parcels assessed under Benefit Zone 1, North Campus, are also assessed under Benefit Zone 3. In 2015, Benefit Zone 3 was established to provide funding for the maintenance of the landscape improvements in the joint access easement across Lots 9 and 10, Tract 30857-2 that provides access from Meridian Parkway to these parcels and the Metrolink parcel. In 2023, one parcel was annexed into the District as Annexation No. 5, establishing Benefit Zone 4. Benefit Zone 4 is located east of Interstate 215 and south of Krameria Avenue and provides funding for landscaping maintenance, maintenance of streetlights, street sweeping, maintenance of two traffic signals, drainage facility maintenance, and graffiti control.

Benefit Zone 1, Benefit Zone 3, and Benefit Zone 4 assessments are subject to escalation factors, as listed below:

1) The "Common Labor, Construction Cost Index," as published by Engineering News Record (ENR); and
2) Utility rate increase(s) by Western Municipal Water District and Southern California Edison Company.

The ENR Common Labor Index is 0.50% over the prior year. Water utilities represent approximately 16.50% of the annual costs. With a cumulative Western Municipal Water District cost increase of 5.34% from the prior year, staff is recommending a 1.30% increase in the assessments for Fiscal Year 2025/2026.

The recommended effective and maximum annual assessment, by Benefit Zone, along with the total funding for Fiscal Year 2025/2026 are as follow:

| | Fiscal Year | Assessment Per Benefit Unit (Acre) | |
|---|---|---|---|
| **Benefit Zone** | **2025/2026 Funding** | **Effective** | **Maximum** |
| Benefit Zone 1, North Campus | $1,460,699.73 | $2,427.14 | $2,427.14 |
| Benefit Zone 1, South Campus | 919,247.04 | $2,434.77 | $3,709.93 |
| Benefit Zone 2 | 0.00 | $0.00 | $0.00 |
| Benefit Zone 3 | 4,687.43 | $4,687.43 | $4,687.43 |
| Benefit Zone 4 | 136,376.50 | $1,067.61 | $1,067.61 |
| Total Funding | $2,521,010.70 | | |

**Attachment(s):**

1) Resolution JPA 25-16
2) LLMD No. 1, FY 2025/26 Engineer's Report

**RESOLUTION JPA 25-16**

**A RESOLUTION OF THE COMMISSION OF THE MARCH JOINT POWERS AUTHORITY, ORDERING THE CONTINUED OPERATION OF LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 (LLMD1), MARCH JOINT POWERS AUTHORITY, CONFIRMING THE DIAGRAM AND ASSESSMENT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2025-2026**

**WHEREAS,** on May 14, 2025, the Commission (the "Commission") of March Joint Powers Authority (the "Authority") adopted Resolution #JPA 25-XX (the "Resolution of Intention"), a resolution of intention pursuant to Section 22624 of the Streets and Highways Code, which, among other things, scheduled a public hearing on the levy and collection of annual assessments on the lots and parcels of assessable property within Landscaping and Lighting Maintenance District No. 1 of the Authority (the "LLMD No. 1") for fiscal year 2025-2026 pursuant to the Landscape and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the California Streets and Highways Code (the "Act"); and

**WHEREAS,** by Resolution JPA 25-07, the Commission approved the Engineer's Report which contains all matters required by Section 22565 through 22574 of the Streets and Highways Code, including the proposed assessments to be levied for fiscal year 2025-2026 upon the assessable lots and parcels of land within LLMD No. 1; and

**WHEREAS**, by Resolution JPA 25-16 the Commission fixed June 11, 2025, at 3:00 p.m. in the Commission Chambers as the time and place for a hearing on the question of the continued operation of LLMD No. 1 and the levy of assessments for fiscal year 2025-2026, and provided for notice of said hearing; and

**WHEREAS**, pursuant to the Resolution of Intention, declarations have been filed in the office of the Clerk of the Commission setting forth compliance with the requirements for publication of notice, and this Commission hereby finds that notice was published as required by law; and

**WHEREAS,** the Commission has conducted the public hearing with respect to the continued operation of LLMD No. 1, and the levy of fiscal year 2025-2026 assessments within said LLMD No. 1, whereas all written appeals, protests or objections, if any, were duly presented and read, and all persons desiring to be heard thereon were heard, and this Commission gave all persons present an opportunity to be heard in respect of any matter relating to said assessment, to any act or determination of this Commission in relation thereto, to any matter in connection with said report, to the correctness of the assessment or diagram, or to any other matters relating to those proceedings; and

**WHEREAS,** the public interest, convenience and necessity requires the continued installation, construction, maintenance and/or servicing of public lighting, traffic signals, landscaping, graffiti removal, street sweeping, drainage facilities and any improvements appurtenant thereto within the District; and

**WHEREAS**, each lot within said District will be proportionately benefited by the installation, construction, maintenance and/or servicing of public lighting, traffic signals, landscaping, graffiti removal, street sweeping, drainage facilities and any improvements appurtenant thereto; and

**WHEREAS,** the Commission may proceed, pursuant to Section 22631 of the Streets and Highways Code, to adopt a resolution confirming the levy of the assessments on the assessable parcels of property in the Assessment District, and the adoption of such a resolution shall constitute the levy of assessments on all assessable lots and parcels of property within such the Assessment District for fiscal year 2025-2026.

**NOW, THEREFORE, BE IT RESOLVED,** determined and ordered by the Commission of the March Joint Powers Authority as follows:

**SECTION 1.** Findings. The Commission finds that:

(a) The preceding recitals are true and correct and are hereby incorporated herein and made an operative part of this Resolution;

(b) This action meets all requirements and is in full compliance with the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code, California Constitution Article XIIID, Section 4 and California Government Code, Section 53753;

(c) The improvements and the assessments proposed to be levied on the assessable lots and parcels of land in the LLMD No. 1 for the maintenance and servicing of public facilities during fiscal year 2025-2026, as contained in the Report, are based on the special benefits derived by such lots and parcels from such public facilities and services, and are not based on the ownership or value of such lots and parcels or enhanced value of such lots and parcels as a result of the public facilities and services;

(d) For purposes of levying the proposed assessments on the lots and parcels of property within the LLMD No. 1, the Report and the assessment contained therein allocates the estimated costs of the maintenance and servicing of public facilities within the LLMD No. 1;

(e) Such assessments are based on the proportionate special benefits conferred upon each such lot or parcel from the maintenance and servicing of the public facilities within LLMD No. 1;

(f) The proportionate special benefits derived by each such lot or parcel have been determined in relationship to the entirety of the capital cost of the maintenance and servicing of the public facilities;

(g) The amount of the assessment which is to be levied on each such lot or parcel is based upon and will not exceed the reasonable cost of the proportional special benefits conferred on that lot or parcel;

(h) Only special benefits conferred on the lots and parcels within LLMD No. 1 have been assessed and the general benefits conferred on the public at large from the maintenance and servicing of the public facilities have been separated from the special benefits conferred on such lots and parcels; and

(i) The Commission may proceed to adopt a resolution confirming the assessments to be levied on assessable parcels of property in the LLMD No. 1.

**SECTION 2.** Improvements. The improvements which are authorized for the LLMD No. 1 are:

(a) the energy, servicing, operation and maintenance of public facilities, including, but not limited to, signage and street lights;

(b) the energy, servicing, operation and maintenance of traffic signals, safety lighting, beacons, and other electrically operated traffic control or warning devices;

(c) the maintenance, servicing and repair of the landscaping, irrigation system, electrical, water and ornamental structures and facilities located in public streets, rights of way, easements and open space;

(d) the maintenance, servicing and repair of the landscaping, irrigation system, electrical, and water facilities within the drainage improvements and appurtenances that convey and retain storm drain flow within LLMD No. 1;

(e) the installation or construction of any facilities which are appurtenant to any improvements listed in (a) through (d) or which are necessary or convenient for the maintenance or servicing thereof including, but not limited to, irrigation, and electrical facilities;

(f) the maintenance, operation and servicing of any of the foregoing, including graffiti removal;

(g) street sweeping; and

(h) any incidental expenses in connection with the forgoing.

**SECTION 3.** Engineer's Report. The Report and the method of assessment and the diagram and the assessment for fiscal year 2025-2026 as set forth in the Report, are hereby approved and confirmed, and the passage of this Resolution shall continue the operation of LLMD No. 1 and shall constitute the levy of an assessment for the fiscal year 2025-2026.

**SECTION 4.** Levy of Assessment; Duration; Inflation Increases. The assessments shall be levied on all parcels of assessable property within LLMD No. 1, as identified in the Engineer's Report, so long as the assessments are necessary to finance the Improvements specified in Section 2, herein. The maximum assessment amount of $2,427.14 per Benefit Unit under Benefit Zone 1, North Campus, of $3,709.93 per Benefit Unit under Benefit Zone 1, South Campus, $4,687.43 per Benefit Unit under Benefit Zone 3, and $1,067.61 per Benefit Unit under Benefit Zone 4, as contained in the Engineer's Report, shall be subject to an annual adjustment (a) in an amount equal to the percentage increase in the Common Labor, Construction Cost Index as published by Engineering News Record; plus (b) an amount equal to the increase in utility rates for utilities provided to the Authority; provided, however, that the amount of the assessment to be levied on any assessable parcel in any fiscal year shall not in any event exceed the reasonable cost of the proportional special benefit conferred on that parcel. Such adjustment is not an increase in the assessment within the meaning of California Government Code section 54954.6. A zero assessment amount will be levied under Benefit Zone 2; the maximum assessment amount will be levied under Benefit Zone 1, North Campus, under Benefit Zone 3, and under Benefit Zone 4; and, the assessment amount of $2,434.77 per Benefit Unit will be levied under Benefit Zone 1, South Campus, in fiscal year 2025-2026.

**SECTION 5.** Confirmation of Diagram and Assessment. The Report and the assessment diagram, and the assessments contained therein for the payment of the costs of the maintenance and servicing of public facilities, as set forth in Section 2 herein, in the LLMD No. 1 for fiscal year 2025-2026 are confirmed.

**SECTION 6.** Filing with the County Auditor. The Clerk, as required by Section 22641 of the Streets and Highways Code, is directed to file a certified copy of this resolution, together with the diagram and assessment contained in the Report, with the County Auditor of the County of Riverside, who, pursuant to Section 22645 of the Streets and Highways Code, shall enter on the County Assessment Roll opposite each lot or parcel of land the amount assessed thereupon, as shown in said assessment.

**ADOPTED, SIGNED AND APPROVED** this 11th day of June 2025.

Michael M. Vargas, Chair
March Joint Powers Authority Commission

ATTEST:

I, Cindy Camargo, Clerk of the Commission of the March Joint Powers Authority, do hereby certify that the foregoing Resolution JPA 25-16 was duly and regularly adopted by the Commission of the March Joint Powers Authority at a regular meeting thereof held on 11th day of June 2025, by the following called vote:

Ayes:
Noes:
Abstain:
Absent:

Dated: June 11, 2025

_____

Cindy Camargo, CAP
Clerk, March Joint Powers Authority Commission

# March Joint Powers Authority
# Landscaping and Lighting Maintenance District No. 1

## 2025/2026 Engineer's Report

**Intent Meeting: May 12, 2025**
**Public Hearing: June 11, 2025**

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**ENGINEER'S REPORT AFFIDAVIT**

**Landscaping and Lighting Maintenance District No.1**

**Fiscal Year 2025/2026**

**March Joint Powers Authority**

**County of Riverside County, State of California**

This Report describes the District and defines improvements, budget and relevant zones therein and the parcels to be levied for Fiscal Year 2025/2026 as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Riverside County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 14th day of May, 2025.

Willdan Financial Services
Assessment Engineer
On Behalf of March Joint Powers Authority

By: _____
Susana Hernandez
Senior Project Manager, District Administration Services

By: _____
Tyrone Peter
PE #C 81888



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# Introduction

Pursuant to the direction from the Commission, submitted herewith is the "Report," consisting of the following parts, pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the **STATE OF CALIFORNIA,** being the "Landscaping and Lighting Act of 1972", as amended, commencing with Section 22500. This "Report" is applicable for the ensuing 12-month period, being the fiscal year commencing July 1, 2025 to June 30, 2026.

The Report consists of five (5) parts:

**PART I.**

**Plans and Specifications:** The plans and specifications contained in Part I of this Report generally describe the improvements to be maintained and serviced. The referenced plans and specifications within Part 1 were prepared for construction purposes and further show and describe the detailed nature, location and extent of the improvements. These specific plans and specifications are on file in the Planning and Development Services Department of the March Joint Powers Authority and by reference are made part of this Report.

**PART II**

**Method of Apportionment:** Part II of the Report outlines the method of calculating each property's proportional special benefit necessary to calculate the property's annual assessment. This method of apportionment is consistent with the previously adopted method of apportionment for the Landscape and Lighting Maintenance District No.1 (District) that was approved by the property owners in protest ballot proceedings conducted in prior years. This section also includes a discussion of the general and special benefits associated with the various improvements to be provided within the District.

**PART III**

**Cost Estimate:** Included within Part III are estimates of the annual costs to operate, maintain, and service the improvements and appurtenant facilities for the mentioned fiscal year. The budget for each Benefit Zone includes an estimate of the maintenance costs and incidental expenses including, but not limited to: labor, materials, utilities, equipment, and administration expenses as well as the collection of other appropriate funding authorized by the 1972 Act and deemed necessary to fully support the improvements.

**Part IV**

**Assessment Diagrams:** This section of the Report contains a diagram showing the exterior boundary of the District, as well as, the boundaries of Benefit Zones within the District. Parcel identification, the lines and dimensions of each lot, parcel and subdivision of land within the District and Zones are shown on the Riverside County Assessor's Parcel Maps, and shall include any subsequent lot line adjustments or parcel changes therein. Reference is hereby made to the Riverside County Assessor's Parcel Maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District.

**Part V**

**Assessment Roll:** An Assessment Roll showing the proportionate amount of the assessment to be charged in proportion to the benefits to be received by each lot or parcel within the exterior boundaries as shown on the below-referenced Diagram. This "Report" is applicable for the ensuing 12-month period, being the fiscal year commencing July 1, 2025 to June 30, 2026.

## DISTRICT CHANGES FOR FISCAL YEAR 2025/2026

For Fiscal Year 2025/2026, The County of Riverside will assume all responsibilities associated with the Landscaping and Lighting Maintenance District No.1, effective July 1, 2025.

## Part I- Plans and Specifications

There are five Benefit Zones in Landscaping and Lighting Maintenance District No. 1 (LLMD). A diagram showing the boundaries of the Benefit Zones within the District is attached hereto in Part IV. The five Benefit Zones are:

1. Benefit Zone 1, North Campus
2. Benefit Zone 1, South Campus
3. Benefit Zone 2
4. Benefit Zone 3
5. Benefit Zone 4

There are six categories of improvements to be maintained, operated and serviced. The categories are public signage, lighting and traffic signals, landscaping, street sweeping, graffiti removal, and drainage facilities. A general description of each category of improvements is presented in the following paragraphs.

Signage and Lighting Improvements

The work to be performed consists of the energy, servicing, operation, and maintenance of signage, the street lights installed along public streets and easements, and the pedestrian lighting installed along the south boundary of the North Campus (Van Buren Boulevard), the west boundary of the South Campus (Barton Street) and the Interstate 215 and Van Buren Boulevard Overpass.

Traffic Signal Improvements

The work to be performed consists of the energy, servicing, operation, and maintenance of traffic signals, safety lighting, beacons, and other electrically operated traffic control or warning devices installed along public streets, including routine maintenance and emergency call-out service.

Landscaping Improvements

The work to be performed includes the maintenance, servicing and repair of the landscaping, irrigation system, electrical, water, and ornamental structures and facilities located in public streets, rights of way, parkways, easements, slopes, open space areas and various park facilities.

Street Sweeping

The work to be performed includes the sweeping of interior public streets and easements.

Graffiti Removal

The work to be performed is the removal of graffiti on the exterior face of walls, or walls with the integration of fencing materials, along the rear of lots abutting open space and/or visible from residences and roadways.

Drainage Improvements

The work to be performed includes the maintenance, servicing and repair of the landscaping, irrigation system, electrical, and water facilities within the drainage improvements and appurtenances that covey and retain the storm drain flow within the MBC. These improvements include inlets, reinforced concrete pipes, catch basins, outlets, channels, drop structures, wash, detention basins, and slopes greater than 10-feet in vertical height.

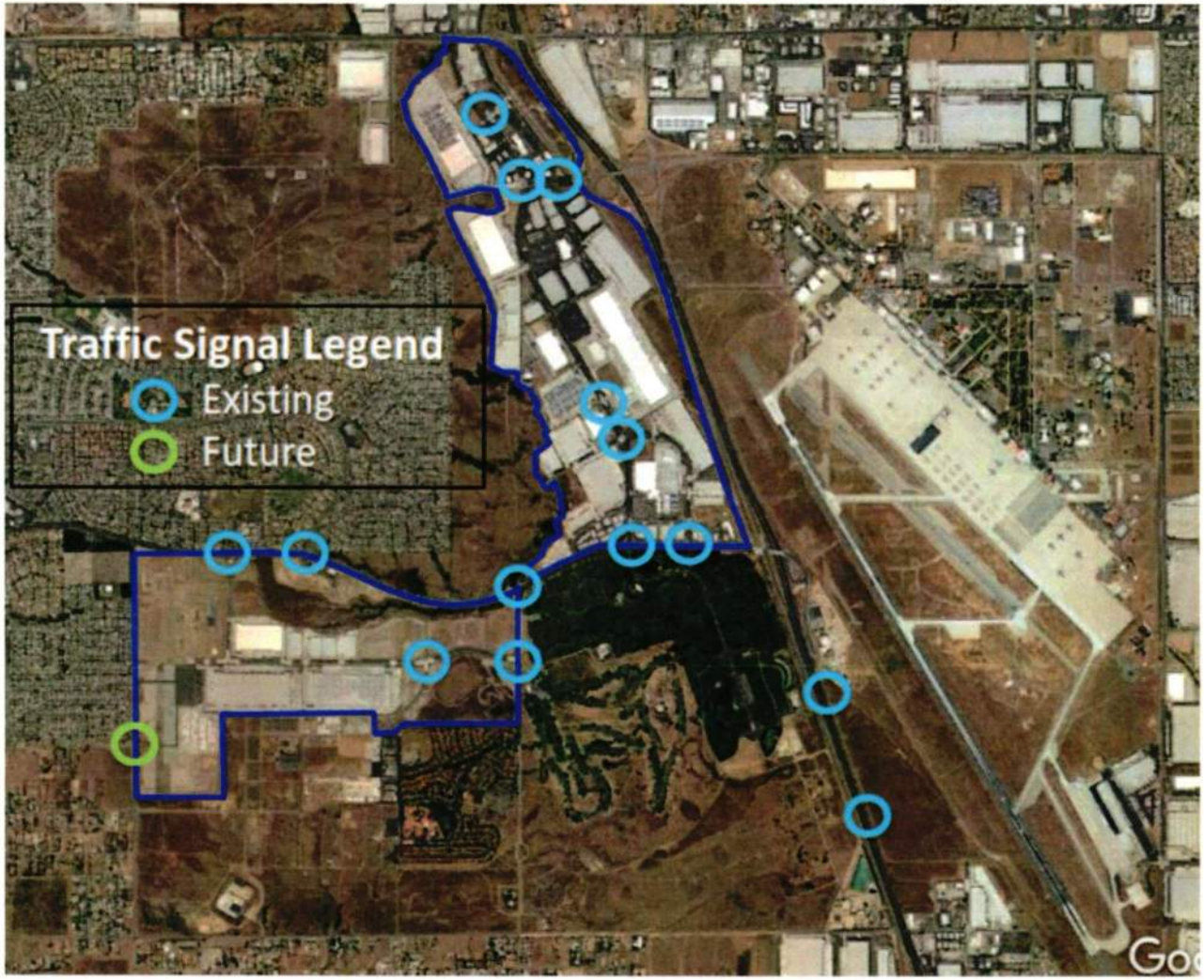
Plans and Specifications for the improvements to be maintained and/or improved for the fiscal year have been approved or are in the process of being designed for approval by the March Joint Powers Authority. The work to be performed is under the ownership and operation of the March Joint Powers Authority (MJPA).

The Fiscal Year 2025/2026 estimated costs for each Benefit Zone are presented herein Part 3, the Cost Estimate.

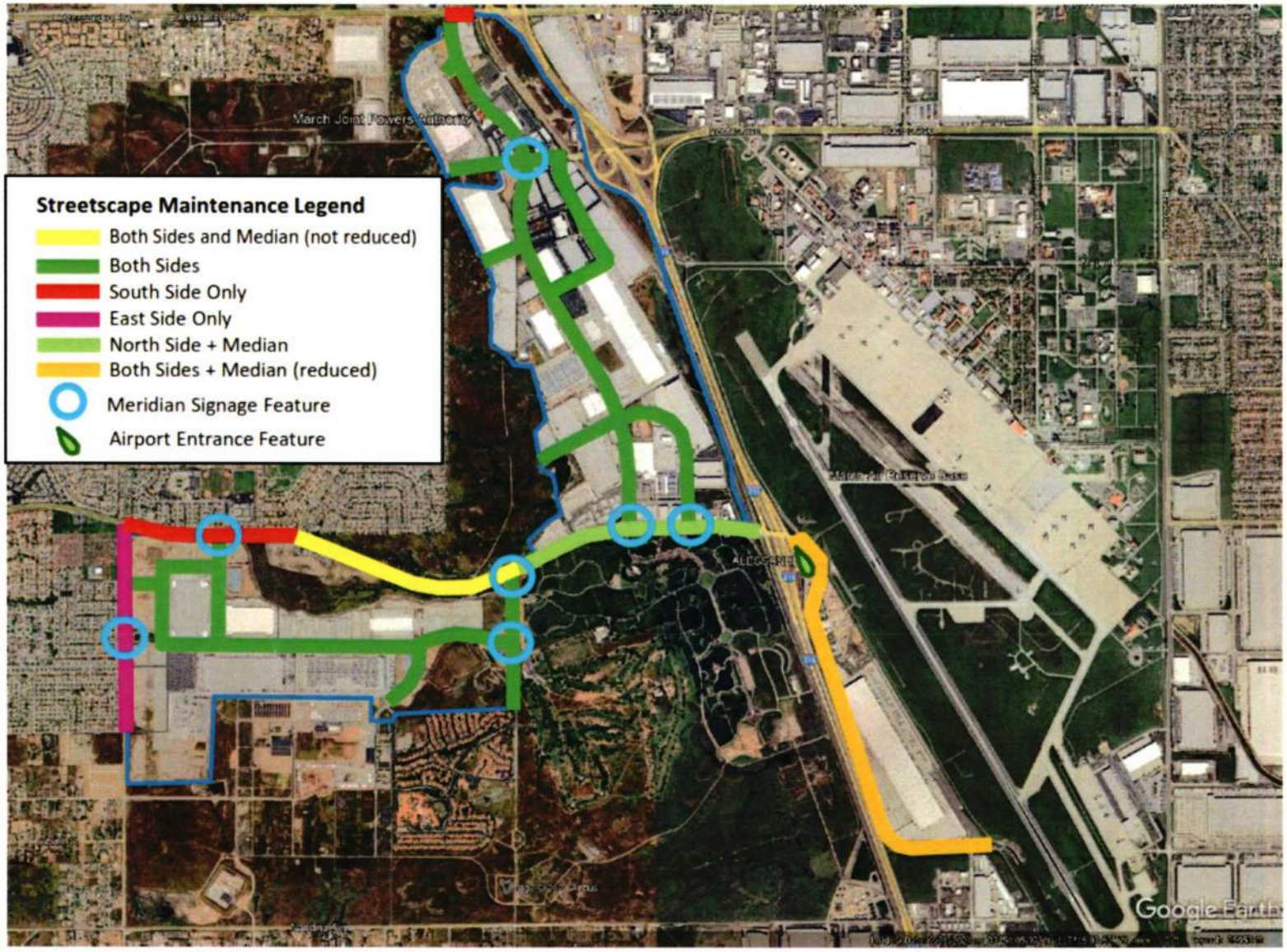
The map below details the location of the LLMD street light improvements.

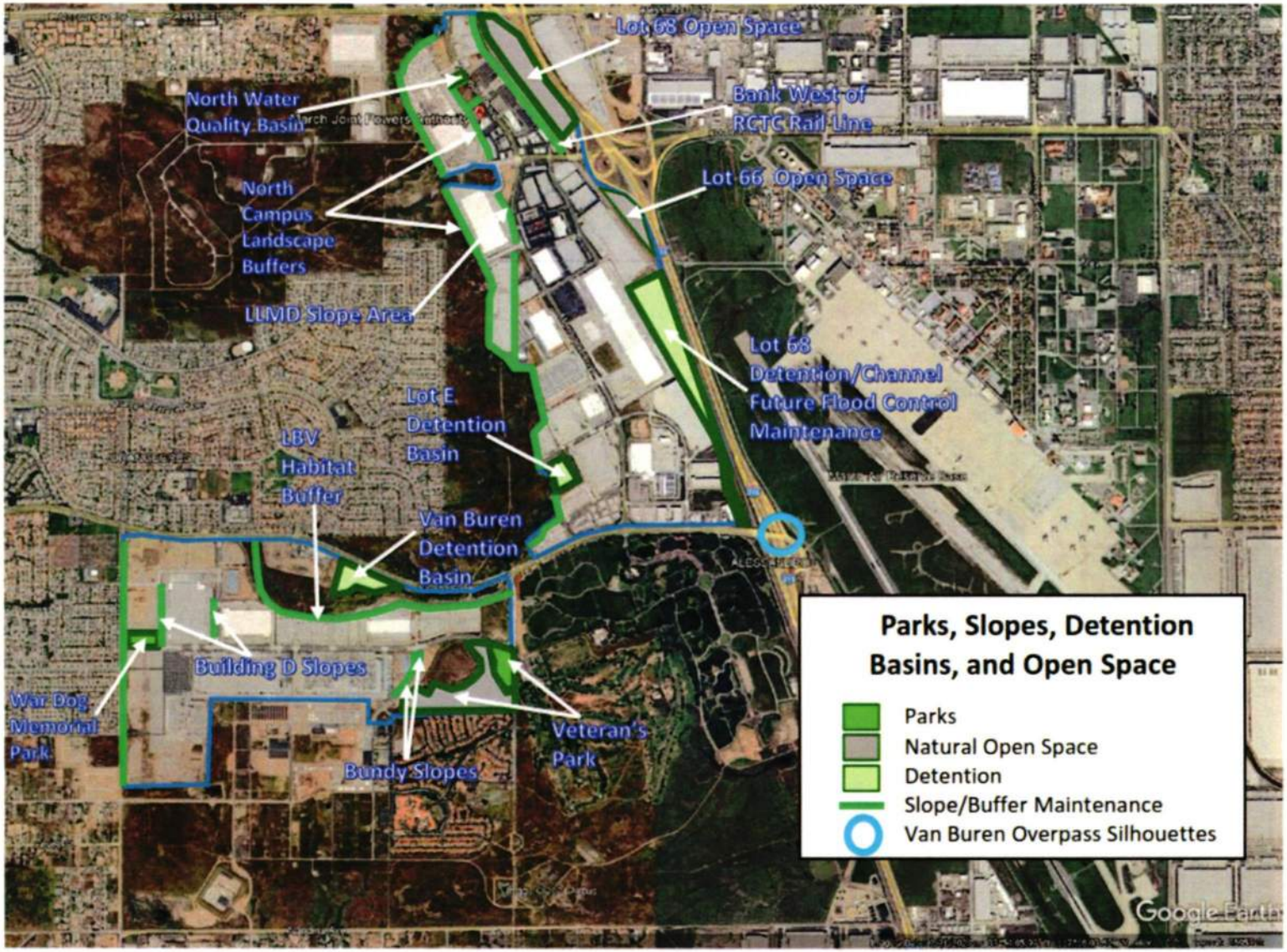


The map below details the location of the LLMD traffic signal improvements. March JPA contracts with the County for signal maintenance.

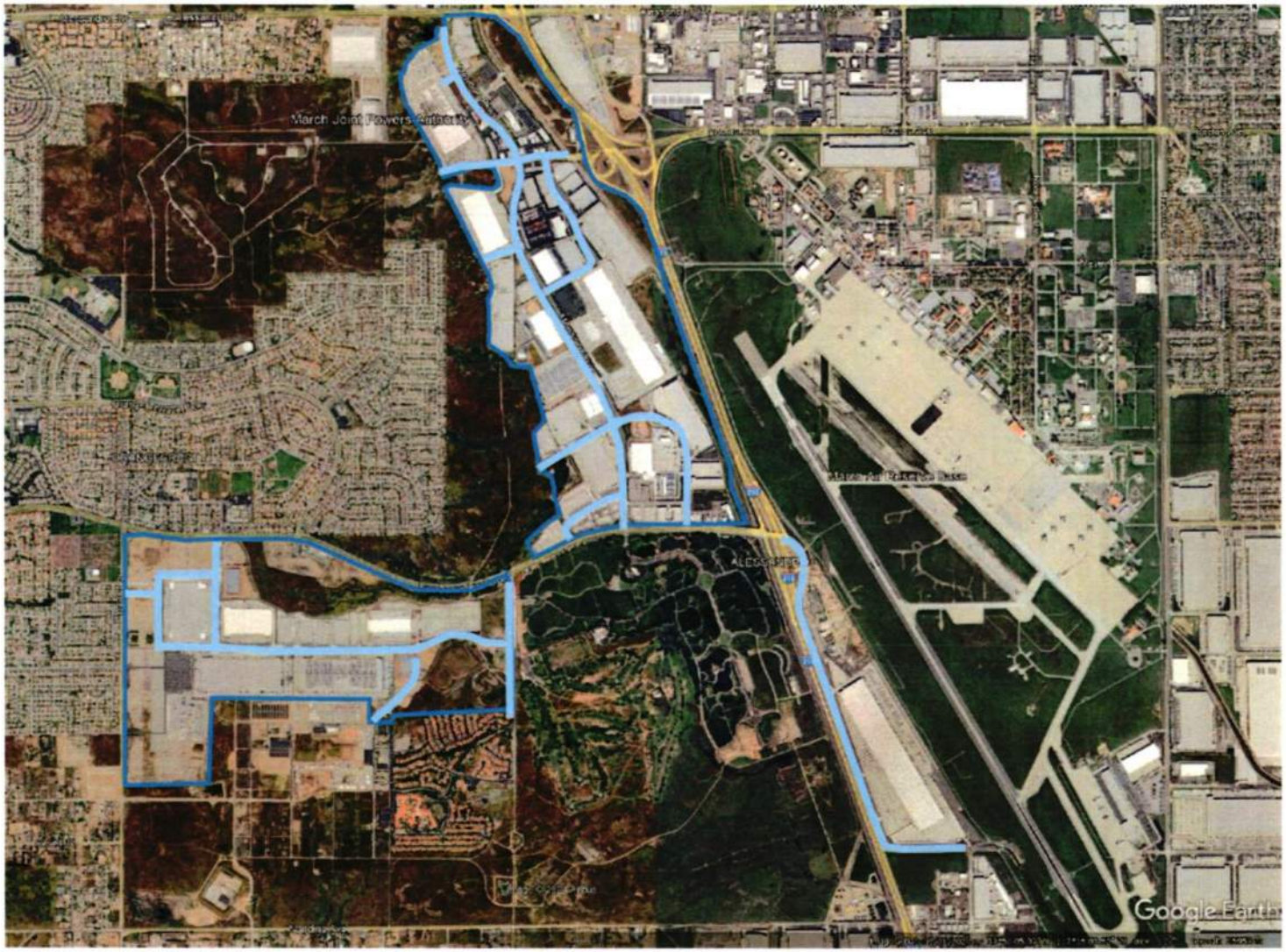


The maps below detail the location of the LLMD landscape improvements.




Lot 68 Open Space
North Water Quality Basin
Bank West of RCTC Rail Line
Lot 66 Open Space
North Campus Landscape Buffers
LLMD Slope Area
Lot 68 Detention/Channel Future Flood Control Maintenance
Lot E Detention Basin
LBV Habitat Buffer
Van Buren Detention Basin
Building D Slopes
War Dog Memorial Park
Bundy Slopes
Veteran's Park
Parks, Slopes, Detention Basins, and Open Space
Parks
Natural Open Space
Detention
Slope/Buffer Maintenance
Van Buren Overpass Silhouettes

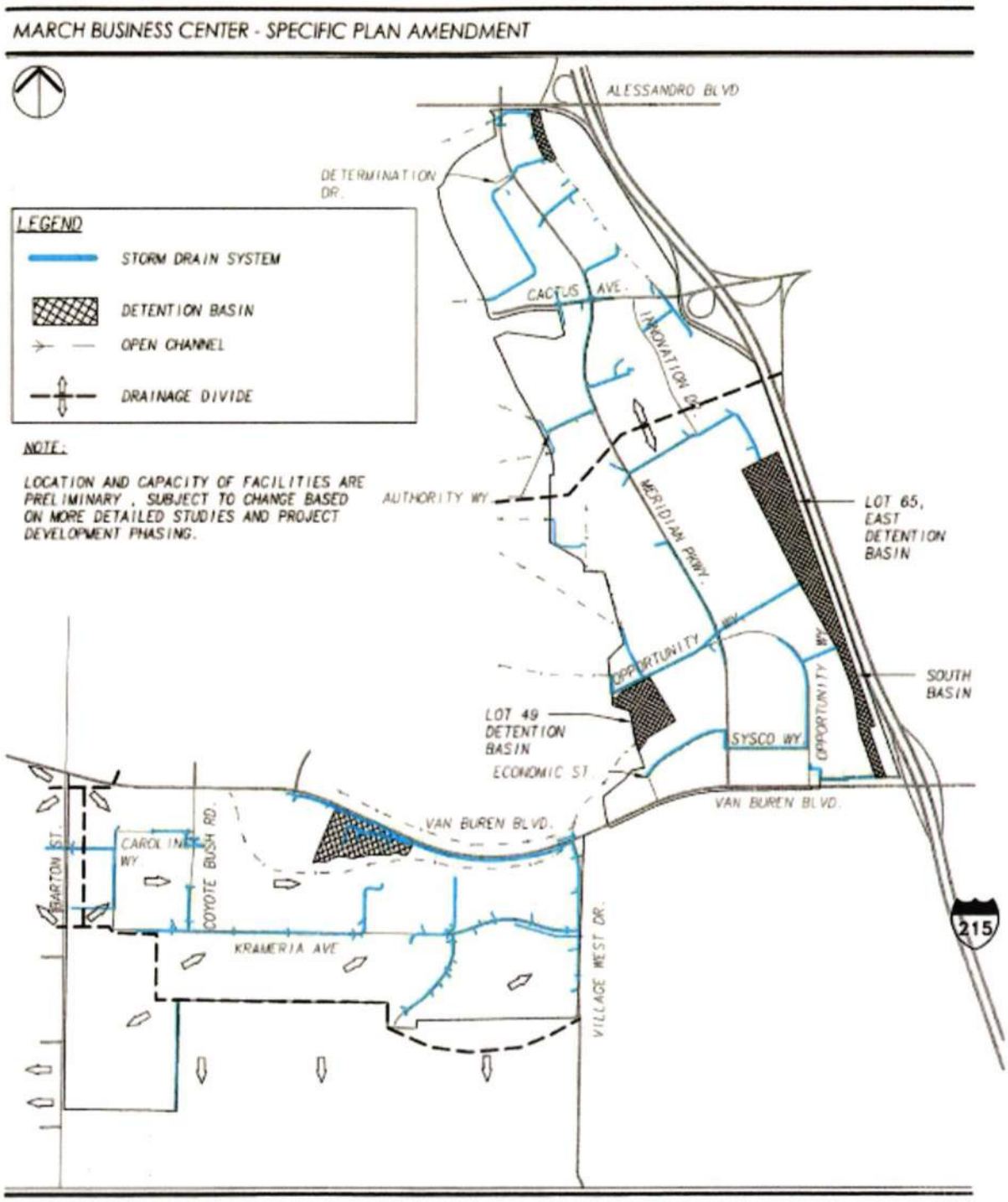
The map below details the location of the LLMD street sweeping.



The map below details the location of the LLMD graffiti removal.



The map below details the location of the LLMD drainage improvements.



## Part II- Method of Apportionment

In response to the realignment of March Air Force Base, there was a determination by the MJPA that a plan was required to provide for areas declared surplus and available for disposal actions. The MBC Specific Plan was prepared and approved and has been amended by the MJPA to mitigate the losses associated with the base realignment. Implementation of the MBC Specific Plan will specifically benefit that area being re-aligned by establishing a cohesive identity and a land use plan that will result in a self-sustaining project with a large employment center.

Implementation of the Specific Plan required the formation of Landscaping and Lighting Maintenance District No. 1 (LLMD 1) to provide for the on-going maintenance of certain improvements. The intent of the District is to provide funding for the annual and continued maintenance of these improvements in perpetuity.

The locations of the Benefit Zone 1 improvements are further identified as the North or South Campus improvements. Due to the nature and extent of the improvements, and being in separate areas, each Campus is assessed separately for that Campus's facilities and services. Located north of Van Buren Boulevard, the North Campus parcels are assessed for the maintenance and services provided within the North Campus. Located south of Van Buren Boulevard, the South Campus parcels are assessed for the maintenance and services provided within the South Campus.

The parcels in the North Campus include approximately 60% of the total area within the MBC Specific Plan, with the remainder 40% to be developed in the South Campus. To be protected from inundation, before development of the South Campus could take place, certain drainage facilities were required to be constructed within the North Campus. Accordingly, 40% of the maintenance of the detention basins within the North Campus is assessed to the South Campus.

Proposition 218 requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. The Article XIII D provides that only special benefits are assessable. The Authority must separate the general benefits from the special benefits conferred on a parcel; a special benefit being a particular and distinct benefit over and above general benefits conferred on the public at large, including real property within the district.

The improvements are located within and/or immediately adjacent to properties within the District and were required as a condition of approval to develop. The improvements were installed and are maintained particularly and solely to serve, and for the benefit of, the properties within the respective Benefit Zones.

Landscaping in the medians along the major thoroughfares provides only incidental, negligible and non-quantifiable benefits to motorists traveling to, from or through the District. Operation and maintenance of the greenways within the District provides only incidental, negligible and non-quantifiable benefits to pedestrians and cyclists traveling through the greenbelts.

Any benefit received by properties outside of the District is inadvertent and unintentional. Therefore, any general benefits associated with the maintenance and servicing of the improvements are merely incidental, negligible, and non-quantifiable. The improvements detailed in Part I herein confer special benefits that affect the assessed property in Benefit Zone 1 in a way that is particular and distinct from the effects on other parcels and that real property in general and the public at large do not share.

Within each Campus, except for the detention basins, the extent of the Benefit Zone 1 improvements to be maintained adjacent to a parcel does not impart a particular benefit over and above the special benefit received from maintenance of all the improvements required under the Specific Plan. Nor does the location or land use of a parcel impart a benefit over and above the special benefit received from maintenance of the improvements. Land uses are located to encourage development, limit potential competition and to attract customers or clientele.

The method of assessment under the LLMD is based on benefit units with an acre equal to one benefit unit. Each numbered Lot will be assessed benefit units equal to the gross acreage. Benefit units will be assessed based on each Lot's gross acreage shown on Assessor's Parcel Maps, less any area restricted for use by the Army Corp of Engineer's.

This method of assessment applies to all categories of improvements and incidental expenses. Incidental expenses include annual engineering, inspection, insurance, legal, administration, and finance expenses incurred by LLMD 1, including the processing of payments and the submittal of billings to the Riverside County Auditor for placement on the tax roll.

It is noted that:

- Due to limited access, 15 acres (Benefit Zone 1 benefit units) have been discounted on Lot 68, TM 30857, North Campus, to reflect the limited level of development potential.

- Under the ownership of the Riverside County Transportation Commission, Lot 4, Tract 30857-2 was developed as a Metrolink Station site. The Metrolink will serve as a commuter rail, express bus, local bus and shuttle transfer facility.

- Development of the Metrolink site is consistent with the goals of the Transportation Demand Management Strategies set forth in the Specific Plan. Due to the benefit provided by the site and the site's limited frontage on Meridian Parkway, the assessed acreage (Benefit Zone 1 benefit units) on Lot 4, Tract 30857-2, has been reduced by 25%.

- The Army Corp of Engineer's has identified an ephemeral streambed that crosses Tract 37107 (Annexation No. 3). The streambed is the continuation of a conservation easement that prohibits development therein. To reflect the prohibition on development, the assessed area within Tract 37107 has been reduced to 111.7 acres. With final design and the surveyed designation of the restricted area, if less area is restricted, the area to be assessed will increase. If more area is restricted, the assessed area within Tract 37107 will remain at 111.7 acres.

The Specific Plan improvements are interrelated and the Benefit Zone 1 area within LLMD 1 benefits from the implementation of the Specific Plan. However, lots within a tract(s) where the improvements have been constructed benefit to a greater extent from the maintenance of the improvements. Additionally, lots within the tracts(s) that are occupied or under construction benefit to an even greater extent from the maintenance of the improvements.

To reflect the extent of benefit, each year the Benefit Zone 1 benefit units, within each Campus, will be assessed the current annual assessment in the following order:

1. Lots with Certificate of Occupancy or Building Foundation Permit issued prior to January 1 of the current fiscal year
2. Lots within a Tract Map recorded prior to January 1 of the current fiscal year
3. Lots within a phase where improvements have been constructed or were under construction prior to January 1 of the current fiscal year
4. Remainder Lots

Lots within the LLMD that are developed or to be developed as railroad, open space, park, channels, and detention basins are assessed zero benefit units.

The area within Benefit Zone 2 is a remainder area and is assessed zero benefit units. There are no improvements serviced, maintained or operated under Benefit Zone 2.

In general, the annual work to be performed under Benefit Zone 3 includes the maintenance, servicing and repair of the landscaping, landscape hardscape, irrigation system, and appurtenances located in the joint access easement across Lots 9 and 10, Tract 30857-2 that provides access from Meridian Parkway to Lots 4, 9 and 10, Tract 30857-2.

These Lots are further identified by the following Assessor Parcel Numbers:

Lot 4, Tract 30857-2, Assessor Parcel Number 297-100-036
Lot 9, Tract 30857-2, Assessor Parcel Number 297-100-041
Lot 10, Tract 30857-2, Assessor Parcel Number 297-100-042

Lots 4, 9 and 10, Tract 30857-2 benefit from the annual work to be performed under Benefit Zone 3. The method of assessment under Benefit Zone 3 is based on one benefit unit.

Until a grading permit was obtained for Lot 9 or Lot 10, Lot 4 benefited from and was assessed for the cost of the Benefit Zone 3 improvements. With the issuance of grading permits, the respective benefit and assessment for the cost of the Benefit Zone 3 improvements is Twelve and One-Half Percent (12.5%) for Lot 9, Twelve and One-Half Percent (12.5%) for Lot 10, with Lot 4 assessed the remaining Seventy-Five Percent (75%) of the Zone 3 costs.

It is noted that the Benefit Zone 3 assessments do not modify or preclude assessments levied on Lots 4, 9 and 10, Tract 30857-2, under Benefit Zone I, North Campus.

To ensure joint access and provide for internal development, on February 27, 2014, as Instrument Number 2014-0075719, in the Office of the Recorder, County of Riverside, State of California, a document entitled "Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions (CC&Rs)", was recorded against Lots 4, 9 and 10, Tract 30857-2. The CC&Rs are consistent with the method of assessment under Benefit Zone 3. Said CC&Rs are hereby made a part of this report to the same extent as if attached hereto.

The Benefit Zone 3 improvements are an extension of the Meridian Parkway landscaping improvements that are maintained and improved under Benefit Zone 1. Benefit Zone 3 will be assessed for the costs associated with the Benefit Zone 3 improvements, including, but not limited to, regular maintenance and repairs, water and electric, dead plant replacement, mulch application, tree manicuring, and irrigation replacement and repairs.

On an annual basis, the total incidentals for Landscape and Lighting District No.1 (LLMD) will be prorated to the Benefit Zones based on each Benefit Zone's share of the annual maintenance costs for that fiscal year.

Based on the projected cash-flow, and annually thereafter, in order to provide sufficient funding through all phases of development, the maximum annual assessments under Benefit Zone 1, North Campus and South Campus, Benefit Zone 3 and Benefit Zone 4 are, subject to escalation factors, as listed below:

- The "Common Labor, Construction Cost Index", as published by Engineering News Record (ENR) in subsequent years,
- Utility rate increase(s) effective in subsequent years, current providers being:
    - Western Municipal Water District, and
    - Southern California Edison Company or March Joint Powers Utility Authority

The ENR Common Labor Construction Cost index is 0.50% over the prior year. Water utilities represent approximately 16.50% of the annual costs. With a cumulative Western Municipal Water District cost increase of 5.34% from the prior year, the total escalation factor for Fiscal Year 2025/2026 is 1.30%.

Accordingly, the effective and maximum annual assessment per Benefit Unit, all as subject to the above escalation factors, by Benefit Zone are summarized as follows:

| Benefit Zone | Effective | Maximum |
|---|---|---|
| Benefit Zone 1, North Campus | $2,427.14 | $2,427.14 |
| Benefit Zone 1, South Campus | $2,434.77 | $3,709.93 |
| Benefit Zone 2 | $0.00 | $0.00 |
| Benefit Zone 3 | $4,687.43 | $4,687.43 |
| Benefit Zone 4 | $1,067.61 | $1,067.61 |

The following is a summary of the Zone 1 (North and South Campuses) and Benefit Zone 4 Benefit Units for the current fiscal year:

| Fiscal Year 2025/2026 Benefit Units | | | | | |
|---|---|---|---|---|---|
| Campus | Undeveloped | Final Map | Permitted | Construction | Total |
| North Campus | 109.77 | 15.40 | 41.72 | 544.70 | 711.59 |
| South Campus | 86.62 | 22.26 | 73.73 | 281.56 | 464.17 |
| Zone 4 | 0.00 | 127.74 | 0.00 | 0.00 | 127.74 |
| **Total 2025/2026 Benefit Units** | **196.39** | **165.40** | **115.45** | **826.26** | **1,303.50** |

Note: There are 0 benefit units in Benefit Zone 2. There is one (1) benefit unit within Benefit Zone 3 which is included as part of the Benefit Zone 1, North Campus Permitted benefit unit category.

A summary of the Benefit Zone 1 assessments, for the current fiscal year, is listed as follows:

| Fiscal Year 2025/2026 Benefit Zone Effective Assessments | | | | | |
|---|---|---|---|---|---|
| **FY 2025/2026 Assessment Per Benefit Unit** | | | | | |
| | **Undeveloped** | **Final Map** | **Permitted** | **Construction** | |
| North Campus | $0.00 | $2,427.14 | $2,427.14 | $2,427.14 | |
| South Campus | $0.00 | $2,434.77 | $2,434.77 | $2,434.77 | |
| **FY 2025/2026 Total Assessments** | | | | | |
| **Campus** | **Undeveloped** | **Final Map** | **Permitted** | **Construction** | **Total** |
| North Campus | $0.00 | $37,377.86 | $101,260.17 | $1,322,061.70 | $1,460,699.73 |
| South Campus | 0.00 | 54,197.90 | 179,515.46 | 685,533.68 | 919,247.04 |
| **Total 2025/2026 Assessments** | **$0.00** | **$91,575.76** | **$280,775.63** | **$2,007,595.38** | **$2,379,946.77** |

The following is a summary of the Zone 3 Benefit Units and Assessments for the current fiscal year:

| APN | Benefit Units | Effective Assessment |
|---|---|---|
| 297-100-036 | 0.750 | $3,515.57 |
| 297-100-041 | 0.125 | 585.93 |
| 297-100-042 | 0.125 | 585.93 |
| **Totals** | **1.000** | **$4,687.43** |

The following is a summary of the Zone 4 Benefit Units and Assessments for the current fiscal year:

| APN | Benefit Units | Effective Assessment |
|---|---|---|
| 294-170-015 | 127.740 | $136,376.50 |

Reference is made to Part III, Cost Estimate for Details on the expenses assessed for Fiscal Year 2025/2026. For the specific assessment on each Lot and parcel within LLMD 1, for all improvements, for the Fiscal Year commencing July 1, 2025 to June 30, 2026 reference is made to Part IV, Assessment Roll included herein.

# Part III- Cost Estimate

## Fiscal Year 2025/2026 Cost Estimate
## Landscaping and Lighting Maintenance District No. 1
## March Joint Powers Authority

| Proposed Budget 2025/2026 | | | | | |
|---|---|---|---|---|---|
| Description | North Campus BZ 1 | South Campus BZ 1 | BZ 3 | BZ 4 | Total |
| ASSESSMENTS | $1,460,699.73 | $919,247.04 | $4,687.43 | $136,376.50 | $2,521,010.70 |
| **Net Operating Revenue** | **$1,460,699.73** | **$919,247.04** | **$4,687.43** | **$136,376.50** | **$2,521,010.70** |
| Total Revenue | **$1,460,699.73** | **$919,247.04** | **$4,687.43** | **$136,376.50** | **$2,521,010.70** |
| IMPROVEMENTS | | | | | |
| Traffic Signals | $18,696.18 | $6,955.01 | $0.00 | $4,915.81 | $30,567.00 |
| Signage | 200.94 | 104.58 | 0.00 | 51.09 | 356.62 |
| Lighting | 42,791.20 | 29,810.83 | 0.00 | 10,438.32 | 83,040.35 |
| Landscaping | 665,260.60 | 293,275.04 | 1,813.51 | 58,550.85 | 1,018,900.00 |
| Drainage | 112,723.31 | 42,244.13 | 0.00 | 2,395.06 | 157,362.50 |
| Street Sweeping | 35,633.98 | 20,000.00 | 0.00 | 5,122.02 | 60,756.00 |
| Graffiti Removal/ Vandalism | 2,156.88 | 1,852.18 | 0.00 | 575.99 | 4,585.05 |
| **Total Improvements Expenses** | **$877,463.09** | **$394,241.77** | **$1,813.51** | **$82,049.15** | **$1,355,567.52** |
| INCIDENTAL EXPENSES | | | | | |
| Salaries and Wages | $43,037.41 | $28,691.61 | $125.07 | $4,451.34 | $76,305.42 |
| Benefits | 6,941.46 | 4,627.64 | 20.24 | 717.95 | 12,307.29 |
| PERS Contributions | 4,248.55 | 2,832.36 | 12.39 | 439.42 | 7,532.73 |
| Medicare Tax | 716.04 | 477.36 | 2.09 | 74.06 | 1,269.55 |
| Workers Compensation Ins. | 3,066.45 | 2,044.30 | 8.93 | 317.16 | 5,436.85 |
| Unfunded Accrued Liability | 20,276.77 | 13,517.85 | 59.03 | 2,097.22 | 35,950.87 |
| Operations | 11,483.09 | 7,655.39 | 33.49 | 1,187.69 | 20,359.66 |
| Transportation/Communication | 5,861.65 | 3,907.77 | 17.09 | 606.27 | 10,392.78 |
| Liability Insurance - PERMA | 8,275.29 | 5,516.86 | 24.09 | 855.91 | 14,672.16 |
| Assessment Engineer | 6,206.46 | 4,137.64 | 18.10 | 641.93 | 11,004.12 |
| Professional Services* | 52,295.13 | 34,863.42 | 152.50 | 5,408.86 | 92,719.90 |
| Publication | 137.92 | 91.95 | 0.40 | 14.27 | 244.54 |
| Contingency | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| **Total Incidental Expenses** | **$162,546.22** | **$108,364.15** | **$473.43** | **$16,812.07** | **$288,195.87** |
| CAPITAL IMPROVEMENTS | | | | | |
| Sidewalk Repairs | $121,973.03 | $100,180.55 | $501.94 | $11,727.14 | $234,382.66 |
| Tree Replacement | 121,973.03 | 100,180.55 | 501.94 | 11,727.14 | 234,382.66 |
| Park Improvements | 95,545.54 | 78,474.76 | 393.18 | 9,186.26 | 183,599.75 |
| Van Buren Pavement Repairs | 8,131.54 | 6,678.70 | 33.46 | 781.81 | 15,625.51 |
| Vehicle Purchase | 24,394.61 | 20,036.11 | 100.39 | 2,345.43 | 46,876.53 |
| **Total Capital Improvements** | **$372,017.73** | **$305,550.68** | **$1,530.91** | **$35,767.79** | **$714,867.10** |
| **Total Revenue** | $1,460,699.73 | $919,247.04 | $4,687.43 | $136,376.50 | $2,521,010.70 |
| **Total Expenses** | $1,412,027.04 | $808,156.59 | $3,817.85 | $134,629.00 | $2,358,630.48 |
| **Projected Net Revenue** | $48,672.69 | $111,090.45 | $869.58 | $1,747.50 | $162,380.22 |
| **Beginning Fund Balance** | $0.00 | $3,204,588.29 | $46,958.71 | $0.00 | $3,251,547.00 |
| **Projected Net Revenue** | $48,672.69 | $111,090.45 | $869.58 | $1,747.50 | $162,380.22 |
| **PROJECTED ENDING FUND BALANCE** | **$48,672.69** | **$3,315,678.73** | **$47,828.29** | **$1,747.50** | **$3,413,927.21** |

Note: Totals may not tie due to rounding.

* At present, March JPA provides LLMD #1 management services through use of the Trilake Landscape Architect. These services were previously performed by March JPA staff.

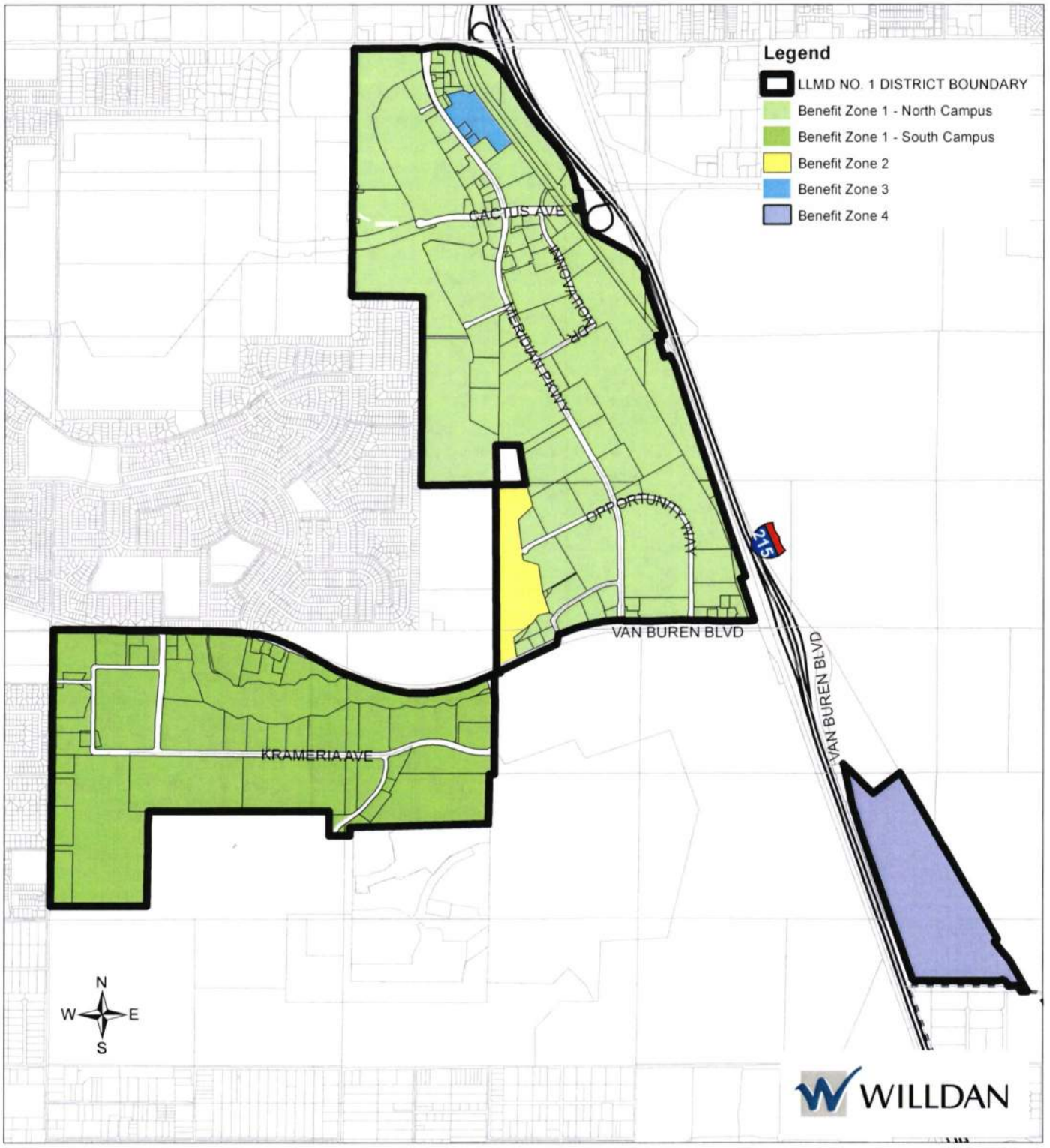
## Part IV- Diagram

**Landscaping and Lighting Maintenance District No. 1**
**March Joint Powers Authority**

A diagram showing the exterior boundaries of Landscaping and Lighting Maintenance District No. 1, and the boundaries of the Benefit Zones within the District, is attached hereto. The diagram establishes the boundaries of the areas within the District, as the same existed at the time of the adoption of the Resolution of Intention and the initiation of these proceedings.

**Reference is made to the County of Riverside Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County of Riverside Assessor's Maps for the fiscal year to which the "Report" applies.**

# ASSESSMENT DIAGRAM OF
# LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
# MARCH JOINT POWERS AUTHORITY
# COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
# FISCAL YEAR 2025/2026



## Part V- Traffic Signals

The following shows the agreement for traffic signal and highway safety lighting installations maintenance cost between the March Joint Powers and County of Riverside.

# APPENDIX A

**AGREEMENT FOR TRAFFIC SIGNAL AND HIGHWAY SAFETY LIGHTING INSTALLATIONS MAINTENANCE COST BETWEEN THE**

MARCH JOINT POWERS
AND COUNTY OF RIVERSIDE

| Location | | City | % Owned |
|---|---|---|---|
| VAN BUREN BLVD & I 215 FWY<br>Date Energized 2/9/2022 | SG:<br>LT: 8102<br>FL: | MARCH JOINT POWERS | 100 |
| MERIDIAN PKWY & VAN BUREN BLVD<br>Date Energized 1/17/1978 | SG: 1137<br>LT:<br>FL: | COUNTY OF RIVERSIDE<br>MARCH JOINT POWERS | 75<br>25 |
| VAN BUREN BLVD & VILLAGE WEST DR<br>Date Energized 1/25/1990 | SG: 1187<br>LT:<br>FL: | COUNTY OF RIVERSIDE<br>MARCH JOINT POWERS | 67<br>33 |
| OPPORTUNITY WAY & VAN BUREN BLVD<br>Date Energized 1/21/2016 | SG: 1586<br>LT:<br>FL: | COUNTY OF RIVERSIDE<br>MARCH JOINT POWERS | 67<br>33 |
| CACTUS AVE & MERIDIAN PKWY<br>Date Energized 4/20/2006 | SG: 7109<br>LT:<br>FL: | MARCH JOINT POWERS | 100 |
| MERIDIAN PKWY & OPPORTUNITY WAY<br>Date Energized 9/9/2008 | SG: 7160<br>LT:<br>FL: | MARCH JOINT POWERS | 100 |
| MEYER DR & RIVERSIDE DR<br>Date Energized 10/21/2007 | SG: 7161<br>LT:<br>FL: | MARCH JOINT POWERS | 100 |
| CACTUS AVE & INNOVATION WAY<br>Date Energized 9/14/2010 | SG: 7176<br>LT:<br>FL: | MARCH JOINT POWERS | 100 |
| MERIDIAN PKWY & STATION ACCESS RD<br>Date Energized 4/26/2006 | SG: 7538<br>LT:<br>FL: | MARCH JOINT POWERS | 100 |

# APPENDIX A

**AGREEMENT FOR TRAFFIC SIGNAL AND HIGHWAY SAFETY LIGHTING INSTALLATIONS MAINTENANCE COST BETWEEN THE**

MARCH JOINT POWERS
AND COUNTY OF RIVERSIDE

| Location | | City | % Owned |
|---|---|---|---|
| VILLAGE WEST DR & KRAMERIA AVE<br>Date Energized 4/17/2019 | SG: 7547<br>LT:<br>FL: | MARCH JOINT POWERS | 100 |
| MERIDIAN PKWY & TRUCK ACCESS RD<br>Date Energized 5/18/2020 | SG: 7565<br>LT:<br>FL: | MARCH JOINT POWERS | 100 |
| KRAMERIA AVE & BUNDY AVE<br>Date Energized 8/7/2023 | SG: 7613<br>LT:<br>FL: | MARCH JOINT POWERS | 100 |
| VAN BUREN BLVD & STARLIFTER<br>Date Energized 6/15/2023 | SG: 7615<br>LT:<br>FL: | MARCH JOINT POWERS | 100 |
| VAN BUREN BLVD & PEGASUS<br>Date Energized 6/15/2023 | SG: 7616<br>LT:<br>FL: | MARCH JOINT POWERS | 100 |

## Part VI- Assessment Roll

**Landscaping and Lighting Maintenance District No. 1**
**March Joint Powers Authority**

For the specific assessment on each Lot and parcel within LLMD 1, for all improvements, for the Fiscal Year commencing July 1, 2025 to June 30, 2026, reference is made to the Assessment Roll following herein.

**March Joint Powers Authority**
**Landscaping and Lighting Maintenance District No. 1**
**Fiscal Year 2025/26 Preliminary Assessment Roll**
**(Sorted by Assessor's Parcel Number)**

| Assessor's Parcel Number | Situs Address | Campus | Zone | Type | Benefit Units | Benefit Units - Zone 3 | Charge |
|---|---|---|---|---|---|---|---|
| 294-040-031 | SITUS NOT AVAILABLE | North | 1 | Construction | 25.24 | | $61,261.00 |
| 294-040-035 | 21803 AUTHORITY WAY | North | 1 | Construction | 8.60 | | 20,873.40 |
| 294-040-037 | SITUS NOT AVAILABLE | North | 1 | Construction | 6.59 | | 15,994.84 |
| 294-040-038 | 21807 AUTHORITY WAY | North | 1 | Construction | 8.56 | | 20,776.30 |
| 294-050-050 | SITUS NOT AVAILABLE | North | 2 | Undeveloped | 38.05 | | 0.00 |
| 294-050-080 | 15801 MERIDIAN PKWY | North | 1 | Construction | 24.62 | | 59,756.18 |
| 294-050-081 | SITUS NOT AVAILABLE | North | 1 | Construction | 6.37 | | 15,460.88 |
| 294-060-013 | SITUS NOT AVAILABLE | North | 1 | Undeveloped | 3.23 | | 0.00 |
| 294-060-018 | SITUS NOT AVAILABLE | North | 1 | Undeveloped | 28.41 | | 0.00 |
| 294-070-014 | SITUS NOT AVAILABLE | North | 1 | Undeveloped | 1.41 | | 0.00 |
| 294-070-025 | 15750 MERIDIAN PKWY | North | 1 | Construction | 45.00 | | 109,221.30 |
| 294-070-031 | 22220 OPPORTUNITY WAY | North | 1 | Construction | 9.90 | | 24,028.68 |
| 294-070-038 | 22000 OPPORTUNITY WAY | North | 1 | Construction | 26.92 | | 65,338.60 |
| 294-070-039 | SITUS NOT AVAILABLE | North | 1 | Final Map | 2.10 | | 5,096.98 |
| 294-070-040 | 22310 VAN BUREN BLVD | North | 1 | Construction | 1.43 | | 3,470.80 |
| 294-070-041 | 22300 VAN BUREN BLVD | North | 1 | Construction | 1.31 | | 3,179.54 |
| 294-070-043 | 22380 VAN BUREN BLVD | North | 1 | Construction | 9.08 | | 22,038.42 |
| 294-070-044 | SITUS NOT AVAILABLE | North | 1 | Final Map | 6.47 | | 15,703.58 |
| 294-070-045 | 22400 VAN BUREN BLVD | North | 1 | Construction | 1.58 | | 3,834.88 |
| 294-070-046 | 22400 VAN BUREN BLVD | North | 1 | Construction | 0.99 | | 2,402.86 |
| 294-070-047 | 22420 VAN BUREN BLVD | North | 1 | Construction | 1.14 | | 2,766.92 |
| 294-070-048 | 22430 VAN BUREN BLVD | North | 1 | Construction | 0.90 | | 2,184.42 |
| 294-070-049 | SITUS NOT AVAILABLE | North | 1 | Construction | 2.35 | | 5,703.76 |
| 294-070-050 | SITUS NOT AVAILABLE | North | 1 | Final Map | 0.84 | | 2,038.78 |
| 294-100-020 | 20800 KRAMERIA AVE | South | 1 | Construction | 22.96 | | 55,902.30 |
| 294-100-037 | SITUS NOT AVAILABLE | South | 1 | Undeveloped | 14.15 | | 0.00 |
| 294-100-038 | SITUS NOT AVAILABLE | South | 1 | Undeveloped | 7.41 | | 0.00 |
| 294-100-039 | SITUS NOT AVAILABLE | South | 1 | Undeveloped | 1.89 | | 0.00 |
| 294-100-040 | SITUS NOT AVAILABLE | South | 1 | Undeveloped | 2.81 | | 0.00 |
| 294-100-041 | SITUS NOT AVAILABLE | South | 1 | Undeveloped | 2.99 | | 0.00 |
| 294-100-042 | SITUS NOT AVAILABLE | South | 1 | Undeveloped | 0.28 | | 0.00 |
| 294-100-043 | SITUS NOT AVAILABLE | South | 1 | Undeveloped | 0.29 | | 0.00 |
| 294-100-044 | SITUS NOT AVAILABLE | South | 1 | Undeveloped | 4.81 | | 0.00 |
| 294-100-045 | 20201 CAROLINE WAY | South | 1 | Construction | 35.98 | | 87,603.02 |
| 294-100-048 | SITUS NOT AVAILABLE | South | 1 | Construction | 1.17 | | 2,848.68 |
| 294-100-049 | SITUS NOT AVAILABLE | South | 1 | Construction | 8.13 | | 19,794.68 |
| 294-100-050 | SITUS NOT AVAILABLE | South | 1 | Permitted | 0.17 | | 413.90 |
| 294-100-051 | SITUS NOT AVAILABLE | South | 1 | Permitted | 0.53 | | 1,290.42 |
| 294-100-052 | SITUS NOT AVAILABLE | South | 1 | Permitted | 1.08 | | 2,629.54 |
| 294-100-053 | SITUS NOT AVAILABLE | South | 1 | Final Map | 1.00 | | 2,434.76 |
| 294-100-054 | SITUS NOT AVAILABLE | South | 1 | Final Map | 2.37 | | 5,770.40 |
| 294-100-055 | SITUS NOT AVAILABLE | South | 1 | Final Map | 1.19 | | 2,897.36 |
| 294-100-058 | 20900 KRAMERIA AVE | South | 1 | Construction | 10.74 | | 26,149.42 |
| 294-100-059 | 20820 KRAMERIA AVE | South | 1 | Construction | 5.98 | | 14,559.92 |
| 294-100-060 | 20840 KRAMERIA AVE | South | 1 | Construction | 4.83 | | 11,759.92 |
| 294-100-061 | 20880 KRAMERIA AVE | South | 1 | Construction | 3.97 | | 9,666.02 |
| 294-100-062 | 20900 KRAMERIA AVE | South | 1 | Construction | 5.07 | | 12,344.28 |
| 294-100-063 | SITUS NOT AVAILABLE | South | 1 | Permitted | 9.45 | | 23,008.56 |
| 294-110-010 | 20801 KRAMERIA AVE | South | 1 | Construction | 48.02 | | 116,917.64 |
| 294-110-011 | 20901 KRAMERIA AVE | South | 1 | Construction | 44.53 | | 108,420.30 |
| 294-120-022 | SITUS NOT AVAILABLE | South | 1 | Undeveloped | 7.15 | | 0.00 |
| 294-120-036 | SITUS NOT AVAILABLE | North | 2 | Undeveloped | 5.30 | | 0.00 |
| 294-120-051 | 20900 KRAMERIA AVE | South | 1 | Permitted | 10.81 | | 26,319.86 |
| 294-120-052 | SITUS NOT AVAILABLE | South | 1 | Permitted | 18.44 | | 44,897.14 |
| 294-120-053 | SITUS NOT AVAILABLE | South | 1 | Permitted | 0.02 | | 48.68 |
| 294-120-054 | 20900 KRAMERIA AVE | South | 1 | Construction | 4.72 | | 11,492.10 |

| Assessor's Parcel Number | Situs Address | Campus | Zone | Type | Benefit Units | Benefit Units - Zone 3 | Charge |
|---|---|---|---|---|---|---|---|
| 294-120-060 | SITUS NOT AVAILABLE | South | 1 | Final Map | 0.34 | | 827.82 |
| 294-120-063 | SITUS NOT AVAILABLE | South | 1 | Final Map | 6.12 | | 14,900.78 |
| 294-120-064 | SITUS NOT AVAILABLE | South | 1 | Final Map | 7.22 | | 17,579.02 |
| 294-130-014 | SITUS NOT AVAILABLE | South | 1 | Undeveloped | 16.54 | | 0.00 |
| 294-170-015 | SITUS NOT AVAILABLE | | 4 | Final Map | 127.74 | | 136,376.50 |
| 294-640-001 | 15001 MERIDIAN PKWY | North | 1 | Construction | 18.43 | | 44,732.18 |
| 294-640-005 | 15001 MERIDIAN PKWY | North | 1 | Construction | 1.61 | | 3,907.68 |
| 294-640-006 | SITUS NOT AVAILABLE | North | 1 | Permitted | 1.23 | | 2,985.38 |
| 294-640-011 | 15001 MERIDIAN PKWY | North | 1 | Construction | 3.77 | | 9,150.30 |
| 294-640-018 | 14800 MERIDIAN PKWY | North | 1 | Construction | 8.41 | | 20,412.24 |
| 294-640-026 | SITUS NOT AVAILABLE | North | 1 | Construction | 3.42 | | 8,300.80 |
| 294-640-030 | SITUS NOT AVAILABLE | North | 1 | Permitted | 7.20 | | 17,475.40 |
| 294-640-033 | SITUS NOT AVAILABLE | North | 1 | Construction | 8.72 | | 21,164.66 |
| 294-640-034 | 14950 MERIDIAN PKWY | North | 1 | Construction | 59.45 | | 144,293.46 |
| 294-650-001 | 21800 OPPORTUNITY WAY | North | 1 | Construction | 5.02 | | 12,184.24 |
| 294-650-002 | 21822 OPPORTUNITY WAY | North | 1 | Construction | 13.35 | | 32,402.30 |
| 294-650-003 | 15555 MERIDIAN PKWY | North | 1 | Construction | 7.04 | | 17,087.06 |
| 294-650-010 | SITUS NOT AVAILABLE | North | 1 | Final Map | 0.19 | | 461.14 |
| 294-650-011 | 15555 MERIDIAN PKWY | North | 1 | Construction | 3.23 | | 7,839.66 |
| 294-670-001 | SITUS NOT AVAILABLE | South | 1 | Permitted | 8.99 | | 21,888.58 |
| 294-670-002 | SITUS NOT AVAILABLE | South | 1 | Permitted | 6.39 | | 15,558.18 |
| 294-670-003 | SITUS NOT AVAILABLE | South | 1 | Permitted | 4.57 | | 11,126.88 |
| 294-670-004 | 20801 KRAMERIA AVE | South | 1 | Construction | 78.46 | | 191,032.04 |
| 294-670-005 | SITUS NOT AVAILABLE | South | 1 | Permitted | 2.94 | | 7,158.22 |
| 294-680-001 | SITUS NOT AVAILABLE | South | 1 | Undeveloped | 8.07 | | 0.00 |
| 294-680-004 | SITUS NOT AVAILABLE | South | 1 | Construction | 1.16 | | 2,824.32 |
| 294-680-005 | 20631 VAN BUREN BLVD | South | 1 | Construction | 0.89 | | 2,166.94 |
| 294-680-006 | 20641 VAN BUREN BLVD | South | 1 | Construction | 1.44 | | 3,506.06 |
| 294-680-008 | SITUS NOT AVAILABLE | South | 1 | Undeveloped | 10.77 | | 0.00 |
| 294-680-009 | SITUS NOT AVAILABLE | South | 1 | Undeveloped | 3.06 | | 0.00 |
| 294-680-010 | SITUS NOT AVAILABLE | South | 1 | Undeveloped | 5.00 | | 0.00 |
| 294-680-011 | SITUS NOT AVAILABLE | South | 1 | Undeveloped | 1.40 | | 0.00 |
| 294-690-002 | 21101 KRAMERIA AVE | South | 1 | Permitted | 7.31 | | 17,798.16 |
| 294-690-003 | SITUS NOT AVAILABLE | South | 1 | Final Map | 3.07 | | 7,474.74 |
| 294-690-004 | SITUS NOT AVAILABLE | South | 1 | Final Map | 0.95 | | 2,313.02 |
| 294-690-005 | 21201 KRAMERIA AVE | South | 1 | Permitted | 3.03 | | 7,377.34 |
| 294-690-006 | SITUS NOT AVAILABLE | South | 1 | Construction | 3.51 | | 8,546.04 |
| 294-701-001 | 21840 VAN BUREN BLVD ##1 | North | 1 | Construction | 0.81 | | 1,965.98 |
| 294-701-002 | SITUS NOT AVAILABLE | North | 1 | Construction | 0.81 | | 1,965.98 |
| 294-701-003 | 21830 VAN BUREN BLVD ##2 | North | 1 | Construction | 0.59 | | 1,432.00 |
| 294-701-004 | 21810 VAN BUREN BLVD ##3 | North | 1 | Construction | 0.90 | | 2,184.42 |
| 294-701-005 | 21800 VAN BUREN BLVD ##4 | North | 1 | Construction | 0.56 | | 1,359.18 |
| 294-701-006 | 21820 VAN BUREN BLVD ##5 | North | 1 | Construction | 0.45 | | 1,092.20 |
| 294-701-008 | 21770 VAN BUREN BLVD ##6 | North | 1 | Construction | 0.91 | | 2,208.68 |
| 294-701-009 | 21790 VAN BUREN BLVD ##7 | North | 1 | Construction | 1.20 | | 2,912.56 |
| 294-701-010 | 21780 VAN BUREN BLVD ##8 | North | 1 | Construction | 1.20 | | 2,912.56 |
| 294-701-011 | 21760 VAN BUREN BLVD ##9 | North | 1 | Construction | 0.91 | | 2,208.68 |
| 294-701-012 | 21760 VAN BUREN AVE | North | 1 | Construction | 0.91 | | 2,208.68 |
| 294-701-014 | 21850 VAN BUREN BLVD ##10 | North | 1 | Construction | 0.84 | | 2,038.78 |
| 294-701-015 | 21860 VAN BUREN BLVD | North | 1 | Construction | 0.95 | | 2,305.78 |
| 294-701-016 | 21870 VAN BUREN BLVD ##12 | North | 1 | Construction | 1.11 | | 2,694.12 |
| 294-701-018 | 21880 VAN BUREN BLVD | North | 1 | Construction | 1.45 | | 3,519.34 |
| 294-710-001 | 21550 VAN BUREN BLVD | North | 1 | Construction | 1.65 | | 4,004.78 |
| 294-710-002 | 21650 VAN BUREN BLVD | North | 1 | Construction | 1.21 | | 2,936.82 |
| 294-710-003 | 21750 VAN BUREN BLVD | North | 1 | Construction | 1.34 | | 3,252.36 |
| 294-710-004 | 21700 VAN BUREN BLVD | North | 1 | Construction | 1.51 | | 3,664.98 |
| 294-710-005 | 21600 VAN BUREN BLVD | North | 1 | Construction | 1.42 | | 3,446.52 |
| 297-100-036 | 14160 MERIDIAN PKWY | North | 3 | Permitted | 10.85 | 0.75 | 29,850.04 |
| 297-100-037 | SITUS NOT AVAILABLE | North | 1 | Permitted | 2.62 | | 6,359.10 |
| 297-100-038 | 14350 MERIDIAN PKWY | North | 1 | Permitted | 8.54 | | 20,727.76 |

| Assessor's Parcel Number | Situs Address | Campus | Zone | Type | Benefit Units | Benefit Units - Zone 3 | Charge |
|---|---|---|---|---|---|---|---|
| 297-100-041 | 14140 MERIDIAN PKWY | North | 3 | Construction | 0.95 | 0.13 | 2,891.70 |
| 297-100-042 | 14200 MERIDIAN PKWY | North | 3 | Construction | 0.70 | 0.13 | 2,284.92 |
| 297-100-047 | SITUS NOT AVAILABLE | North | 1 | Permitted | 3.10 | | 7,524.12 |
| 297-100-048 | SITUS NOT AVAILABLE | North | 1 | Permitted | 1.85 | | 4,490.20 |
| 297-100-057 | SITUS NOT AVAILABLE | North | 1 | Undeveloped | 5.25 | | 0.00 |
| 297-100-059 | SITUS NOT AVAILABLE | North | 1 | Undeveloped | 13.55 | | 0.00 |
| 297-100-064 | 14205 MERIDIAN PKWY | North | 1 | Permitted | 3.29 | | 7,985.28 |
| 297-100-065 | 14305 MERIDIAN PKWY | North | 1 | Construction | 3.28 | | 7,961.00 |
| 297-100-083 | SITUS NOT AVAILABLE | North | 1 | Construction | 1.71 | | 4,150.40 |
| 297-100-084 | 21600 CACTUS AVE | North | 1 | Construction | 19.75 | | 47,936.00 |
| 297-100-085 | SITUS NOT AVAILABLE | North | 1 | Construction | 0.37 | | 898.04 |
| 297-110-033 | SITUS NOT AVAILABLE | North | 1 | Undeveloped | 11.04 | | 0.00 |
| 297-110-046 | 21800 AUTHORITY DR | North | 1 | Construction | 32.50 | | 78,882.04 |
| 297-110-047 | SITUS NOT AVAILABLE | North | 1 | Permitted | 1.75 | | 4,247.48 |
| 297-110-048 | SITUS NOT AVAILABLE | North | 1 | Final Map | 1.38 | | 3,349.44 |
| 297-110-049 | SITUS NOT AVAILABLE | North | 1 | Final Map | 1.39 | | 3,373.72 |
| 297-160-014 | SITUS NOT AVAILABLE | North | 1 | Undeveloped | 2.48 | | 0.00 |
| 297-230-011 | 14500 INNOVATION DR | North | 1 | Construction | 2.34 | | 5,679.50 |
| 297-230-012 | 14500 INNOVATION DR | North | 1 | Construction | 0.88 | | 2,135.88 |
| 297-230-025 | 14530 INNOVATION DR | North | 1 | Construction | 4.06 | | 9,854.18 |
| 297-230-026 | 14540 INNOVATION DR | North | 1 | Construction | 5.53 | | 13,422.08 |
| 297-230-029 | SITUS NOT AVAILABLE | North | 1 | Undeveloped | 1.05 | | 0.00 |
| 297-230-031 | 14600 INNOVATION DR | North | 1 | Construction | 26.89 | | 65,265.78 |
| 297-231-002 | 14575 INNOVATION DR | North | 1 | Permitted | 1.05 | | 2,548.48 |
| 297-231-005 | 14575 INNOVATION DR | North | 1 | Permitted | 0.01 | | 24.26 |
| 297-231-006 | 14575 INNOVATION DR | North | 1 | Construction | 16.53 | | 40,120.62 |
| 297-231-007 | 14538 MERIDIAN WAY | North | 1 | Construction | 1.38 | | 3,349.44 |
| 297-231-008 | 14528 MERIDIAN WAY | North | 1 | Construction | 2.81 | | 6,820.26 |
| 297-231-009 | 14518 MERIDIAN PKWY | North | 1 | Construction | 3.08 | | 7,475.58 |
| 297-231-010 | 21801 CACTUS AVE | North | 1 | Construction | 0.95 | | 2,305.78 |
| 297-231-011 | 21803 CACTUS AVE | North | 1 | Construction | 1.33 | | 3,228.08 |
| 297-231-012 | 14519 INNOVATION DR | North | 1 | Construction | 2.40 | | 5,825.12 |
| 297-231-013 | 14529 INNOVATION DR | North | 1 | Construction | 1.96 | | 4,757.18 |
| 297-231-014 | 14539 INNOVATION DR | North | 1 | Construction | 3.24 | | 7,863.92 |
| 297-231-015 | 14605 INNOVATION DR | North | 1 | Construction | 8.78 | | 21,310.28 |
| 297-231-016 | 14555 MERIDIAN PKWY | North | 1 | Construction | 10.80 | | 26,213.10 |
| 297-232-004 | 14813 MERIDIAN PKWY | North | 1 | Construction | 29.41 | | 71,382.18 |
| 297-232-005 | 14751 MERIDIAN PKWY | North | 1 | Construction | 5.63 | | 13,664.78 |
| 297-232-006 | SITUS NOT AVAILABLE | North | 1 | Final Map | 3.03 | | 7,354.22 |
| 297-233-001 | 21804 CACTUS AVE ##1-1 | North | 1 | Construction | 0.24 | | 582.50 |
| 297-233-002 | 21804 CACTUS AVE ##1-2 | North | 1 | Construction | 0.14 | | 339.78 |
| 297-233-003 | 21804 CACTUS AVE ##1-3 | North | 1 | Construction | 0.15 | | 364.06 |
| 297-233-004 | 21804 CACTUS AVE ##1-4 | North | 1 | Construction | 0.18 | | 436.88 |
| 297-233-005 | 21804 CACTUS AVE ##1-5 | North | 1 | Construction | 0.13 | | 315.52 |
| 297-233-006 | 21804 CACTUS AVE ##1-6 | North | 1 | Construction | 0.55 | | 1,334.92 |
| 297-233-007 | CACTUS AVE ##2-1 | North | 1 | Construction | 0.19 | | 461.14 |
| 297-233-008 | CACTUS AVE ##2-2 | North | 1 | Construction | 0.13 | | 315.52 |
| 297-233-009 | CACTUS AVE ##2-3 | North | 1 | Construction | 0.15 | | 364.06 |
| 297-233-010 | CACTUS AVE ##2-4 | North | 1 | Construction | 0.18 | | 436.88 |
| 297-233-011 | CACTUS AVE ##3-1 | North | 1 | Construction | 0.19 | | 461.14 |
| 297-233-012 | CACTUS AVE ##3-2 | North | 1 | Construction | 0.19 | | 461.14 |
| 297-233-013 | CACTUS AVE ##3-3 | North | 1 | Construction | 0.18 | | 436.88 |
| 297-233-014 | 21800 CACTUS AVE ##3-4 | North | 1 | Construction | 0.19 | | 461.14 |
| 297-233-015 | 21800 CACTUS AVE ##4-1 | North | 1 | Construction | 0.12 | | 291.24 |
| 297-233-016 | 21800 CACTUS AVE ##4-2 | North | 1 | Construction | 0.15 | | 364.06 |
| 297-233-017 | 21800 CACTUS AVE ##4-3 | North | 1 | Construction | 0.14 | | 339.78 |
| 297-233-018 | 21800 CACTUS AVE ##5-1 | North | 1 | Construction | 0.23 | | 558.24 |
| 297-233-019 | 21800 CACTUS AVE ##5-2 | North | 1 | Construction | 0.25 | | 606.78 |
| 297-233-020 | 21800 CACTUS AVE ##5-3 | North | 1 | Construction | 0.16 | | 388.34 |
| 297-233-021 | 21800 CACTUS AVE ##5-4 | North | 1 | Construction | 0.16 | | 388.34 |

| Assessor's Parcel Number | Situs Address | Campus | Zone | Type | Benefit Units | Benefit Units - Zone 3 | Charge |
|---|---|---|---|---|---|---|---|
| 297-233-022 | 21828 CACTUS AVE ##6-1 | North | 1 | Construction | 0.14 | | 339.78 |
| 297-233-023 | 21828 CACTUS AVE ##6-2 | North | 1 | Construction | 0.18 | | 436.88 |
| 297-233-024 | 21828 CACTUS AVE ##6-3 | North | 1 | Construction | 0.13 | | 315.52 |
| 297-233-025 | 21828 CACTUS AVE ##6-4 | North | 1 | Construction | 0.13 | | 315.52 |
| 297-233-026 | 21832 CACTUS AVE ##7-1 | North | 1 | Construction | 0.16 | | 388.34 |
| 297-233-027 | 21832 CACTUS AVE ##7-2 | North | 1 | Construction | 0.09 | | 218.44 |
| 297-233-028 | 21832 CACTUS AVE ##7-3 | North | 1 | Construction | 0.14 | | 339.78 |
| 297-233-029 | 21832 CACTUS AVE ##7-4 | North | 1 | Construction | 0.13 | | 315.52 |
| 297-233-030 | 21800 CACTUS AVE ##8-1 | North | 1 | Construction | 0.15 | | 364.06 |
| 297-233-031 | 21800 CACTUS AVE ##8-2 | North | 1 | Construction | 0.23 | | 558.24 |
| 297-233-032 | 21800 CACTUS AVE ##8-3 | North | 1 | Construction | 0.19 | | 461.14 |
| 297-233-033 | 21800 CACTUS AVE ##8-4 | North | 1 | Construction | 0.16 | | 388.34 |
| 297-233-034 | 21800 CACTUS AVE ##9-1 | North | 1 | Construction | 1.07 | | 2,597.02 |
| 297-233-035 | 21800 CACTUS AVE ##10-1 | North | 1 | Construction | 1.07 | | 2,597.02 |
| 297-240-001 | 14477 MERIDIAN PKWY | North | 1 | Construction | 0.71 | | 1,723.26 |
| 297-240-003 | 14457 MERIDIAN PKWY | North | 1 | Construction | 0.85 | | 2,063.06 |
| 297-240-004 | 14437 MERIDIAN PKWY | North | 1 | Construction | 0.81 | | 1,965.98 |
| 297-240-005 | 14407 MERIDIAN PKWY | North | 1 | Construction | 0.61 | | 1,480.54 |
| 297-240-006 | 14417 MERIDIAN PKWY | North | 1 | Construction | 0.47 | | 1,140.74 |
| 297-241-001 | 14467 MERIDIAN PKWY ##A | North | 1 | Construction | 0.26 | | 631.04 |
| 297-241-002 | 14467 MERIDIAN PKWY | North | 1 | Construction | 0.26 | | 631.04 |
| 297-241-004 | 14427 MERIDIAN PKWY ##7A | North | 1 | Construction | 0.26 | | 631.04 |
| 297-241-005 | 14427 MERIDIAN PKWY ##7B | North | 1 | Construction | 0.26 | | 631.04 |
| 297-241-006 | 14427 MERIDIAN PKWY ##7C | North | 1 | Construction | 0.26 | | 631.04 |
| 297-241-007 | 14427 MERIDIAN PKWY ##7D | North | 1 | Construction | 0.26 | | 631.04 |
| 297-241-008 | 14427 MERIDIAN PKWY ##7E | North | 1 | Construction | 0.26 | | 631.04 |
| 297-241-009 | 14427 MERIDIAN PKWY ##7F | North | 1 | Construction | 0.26 | | 631.04 |
| 297-241-010 | 14427 MERIDIAN PKWY ##7G | North | 1 | Construction | 0.26 | | 631.04 |
| 297-241-011 | 14427 MERIDIAN PKWY ##7H | North | 1 | Construction | 0.26 | | 631.04 |
| 297-241-012 | 14427 MERIDIAN PKWY ##7I | North | 1 | Construction | 0.26 | | 631.04 |
| 297-241-013 | 14427 MERIDIAN PKWY ##7J | North | 1 | Construction | 0.26 | | 631.04 |
| 297-270-001 | 14120 MERIDIAN PKWY | North | 1 | Construction | 0.57 | | 1,383.46 |
| 297-270-002 | 14130 MERIDIAN PKWY | North | 1 | Construction | 0.42 | | 1,019.38 |
| 297-270-003 | 14100 MERIDIAN PKWY | North | 1 | Construction | 0.51 | | 1,237.84 |
| 297-270-004 | 14080 MERIDIAN PKWY | North | 1 | Construction | 0.74 | | 1,796.08 |
| 297-270-005 | 14060 MERIDIAN PKWY | North | 1 | Construction | 0.43 | | 1,043.66 |
| 297-270-006 | 14020 MERIDIAN PKWY | North | 1 | Construction | 0.92 | | 2,232.96 |
| 297-270-007 | 14000 MERIDIAN PKWY | North | 1 | Construction | 1.06 | | 2,572.76 |
| 297-270-008 | 14040 MERIDIAN PKWY | North | 1 | Construction | 1.91 | | 4,635.82 |
| 297-270-009 | 14068 MERIDIAN PKWY | North | 1 | Construction | 0.72 | | 1,747.54 |
| 297-270-010 | 14078 MERIDIAN PKWY | North | 1 | Construction | 1.03 | | 2,499.94 |
| 297-270-011 | 14118 MERIDIAN PKWY | North | 1 | Construction | 0.83 | | 2,014.52 |
| 297-270-012 | SITUS NOT AVAILABLE | North | 1 | Permitted | 0.23 | | 558.24 |
| **Total:** | | | | | **1,303.50** | **1.00** | **$2,521,010.70** |