



**COUNTY OF EL DORADO
Procurement & Contracts**

ATTN: Purchasing Agent
360 Fair Lane
Placerville, CA 95667

REQUEST FOR PROPOSAL #16-918-055

DUE: 3:00 p.m. – April 1, 2016

Sealed Proposals must be clearly marked on
the outside of the package with:
“RFP #16-918-055 MAILROOM DO NOT OPEN”

On-Call Gardening and Landscape Maintenance Services

Addendum I

The following changes have been made to the subject RFP:

Scope of Services has been updated to include special license requirements.

II. SCOPE OF SERVICES

The selected Proposer shall furnish all personnel, equipment, materials, supplies, and services necessary to provide gardening and landscape maintenance services and will be required to enter into an Agreement for Services substantially similar to that attached hereto as Attachment 2 marked “Sample Agreement for Services”. The services may include, but shall not be limited to the following tasks:

****NOTE: Some services listed require a State of California C-27 license which must be in good order at the time of contract execution.**

Routine Gardening Services at Cemeteries

Gardening services shall include, in addition to applicable services under Routine Landscape Maintenance below:

- Mowing and trimming around all graves and memorial installations;
- Removing dead floral arrangements;
- Cleaning public areas, mausoleums and columbaria of debris;
- Seasonal irrigation at designated areas.

Clippings, small branches and other green waste shall be disposed of by Contractor off site and at no additional cost to County.

All other refuse generated during routine and on-call gardening services at cemeteries shall be placed in on-site waste receptacles provided and maintained by County.

Routine Landscape Maintenance Services All Areas

Routine landscape maintenance includes the following, but is not limited to:

- Mowing and edging lawn areas;
- Picking up litter and debris;

- Minor trimming of trees, bushes and shrubs to maintain neat appearance and to prevent storm damage;
- “Weed-eating” and/or pulling of weeds in non-lawn and other planted areas;
- Routinely inspect for and report to Contract Administrator the presence of disease or insect infestation, dead and dying plants, trees and shrubs;
- Routine sprinkler/irrigation system maintenance, including but not limited to, repair of leaks and replacement of sprinkler heads to ensure adequate irrigation to vegetation;
- Periodic application of fertilizer;
- Aeration of lawn areas as conditions dictate.

Drainage Channel Maintenance at Zones of Benefit

Routine drainage channel maintenance shall include mowing or “weed eating” two times per year, once at the end of the rainy season (usually February/March), and once more at the end of the growing season (usually May/June).

Oak seedlings, saplings and other desirable plant growth in the drainage channels shall be marked and avoided during the performance of mowing or “weed eating.”

Wetlands Maintenance at Zones of Benefit

Routine wetlands maintenance shall include:

- Mowing and/or “weed eating” between the sidewalks and split rail fences around boarders;
- Mowing up to five feet width along residential fencing; and
- Picking up litter and debris.

On-call Gardening and Landscaping Services All Areas

Other maintenance work upon request shall include, but not be limited to:

- Replacement of “seasonal color” plantings;
- Replacement of trees or other plants;
- Repairs to sprinkler system and/or drip irrigation system that required the purchase of pipe, or other plumbing parts except sprinkler heads;
- Replacement of missing or broken split rails on split rail fence.

Except as specifically described under Routine Gardening Services at Cemeteries, Contractor shall dispose of clippings, trash and other debris generated during the course of performing routine landscape maintenance, drainage channel maintenance, wetlands maintenance, and/or on-call gardening and landscaping services off site and at no additional charge to County.

Proposers' Questions have been updated to extend the due date for questions.

IV. PROPOSERS' QUESTIONS

Questions regarding this RFP must be submitted in writing to the Procurement and Contracts Office and must be received no later than **5:00 p.m. on March 11, 2016**. All envelopes or containers must be clearly labeled "**RFP #16-918-055: QUESTION**" for convenience purposes. Envelopes or containers not clearly labeled may be overlooked and not responded to. Questions will **not** be accepted by telephone, facsimile (fax), electronically, or orally. The County reserves the right to decline a response to any question if, in the County's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by the County, will be posted on the Procurement and Contracts website on or about **March 18, 2016**.

All inquiries shall be submitted by U.S. mail to:

County of El Dorado
Procurement and Contracts
360 Fair Lane
Placerville, California 95667
RFP #16-918-055: Question

Proposers are cautioned that they are not to rely upon any oral statements that they may have obtained. Proposers shall direct all inquiries to the County Purchasing Agent and shall not contact the requesting department directly regarding any matter related to this Request for Proposal.

Proposal Submittal has been updated to extend the due date for proposals.

V. PROPOSAL SUBMITTAL

Proposers must submit **one (1) original and three (3) copies** of their proposal, along with any addenda, in a sealed envelope or container, clearly marked "**RFP #16-918-055: MAILROOM DO NOT OPEN**", **no later than 3:00 p.m. on April 1, 2016**, to:

County of El Dorado
Procurement and Contracts
360 Fair Lane
Placerville, CA 95667

A Proposer may withdraw its final proposal at any time **prior** to the opening deadline date and time by submitting a written request for its withdrawal to the County Purchasing Agent, signed by an authorized agent of the firm. Proposers may thereafter submit a new or modified proposal **prior** to the opening deadline date and time. To be considered, the modification must be received in writing, and in the same number of originals and copies as the original Proposal, prior to the date and time specified above for receipt of the Proposal. Modifications offered in any manner after the opening deadline date and time, oral or written, will not be considered.

Proposers submitting less than the required number of copies of their proposal will be rejected and considered “non-responsive”. Proposals received beyond the deadline will not be considered, and will be returned unopened.

It is the responsibility of the Proposer to assure that the proposal is received in the Procurement and Contracts Division prior to the proposal opening deadline date and time. Proposals received beyond the proposal opening deadline will not be accepted and will be returned unopened. The time stamp clock located in the office of the Procurement and Contracts Division will serve as the official time clock.

For questions regarding the Request for Proposal process, contact Ashley Wells, Department Analyst, at (530) 621-5804.

Except as herein amended, all other parts and sections of RFP # 16-918-055 shall remain unchanged and in full force and effect.



**COUNTY OF EL DORADO
Procurement & Contracts**

ATTN: Purchasing Agent
360 Fair Lane
Placerville, CA 95667

REQUEST FOR PROPOSALS #16-918-055

DUE: 3:00 p.m., March 30, 2016

Sealed Proposals must be clearly marked on the outside of the package with:

“RFP #16-918-055: MAILROOM DO NOT OPEN”

On-call Gardening and Landscape Maintenance Services

The County of El Dorado Office of Procurement and Contracts, on behalf of its Community Development Agency (also referred to as “County”), is requesting proposals for on-call gardening services at County-operated cemeteries and gardening and landscape maintenance services at two County Service Area 9 zones of benefit.

This request for proposal (RFP) defines the scope of services and outlines the requirements that must be met by Proposers interested in providing such services. Proposers shall carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available, and shall become fully aware of the nature and the conditions to be encountered in performing the service. **Proposers are advised to read all sections of this RFP prior to submitting a proposal.**

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- Attachment 1 Contractor Overview Form**
- Attachment 2 Sample Agreement for Services**

I. INTRODUCTION

The County of El Dorado Office of Procurement and Contracts, on behalf of its Community Development Agency (also referred to as “County”), is requesting proposals for on-call gardening services at County-operated cemeteries and gardening and landscape maintenance services at two County Service Area 9 zones of benefit.

The purpose of this RFP is to select one or more Proposers to perform gardening and landscape maintenance services at various County facilities including, but not limited to Placerville Union Cemetery, Georgetown Pioneer Cemetery, including the Renke Annex and the Georgia Slide Cemetery, and in the Blanchard Estates and Emerald Meadows Zones of Benefit and Lighting, Landscaping and Wetland Related Services in County Service Area No. 9. On-call services may be requested at other CDA facilities.

II. SCOPE OF SERVICES

The selected Proposer shall furnish all personnel, equipment, materials, supplies, and services necessary to provide gardening and landscape maintenance services and will be required to enter into an Agreement for Services substantially similar to that attached hereto as Attachment 2 marked “Sample Agreement for Services”. The services may include, but shall not be limited to the following tasks:

Routine Gardening Services at Cemeteries

Gardening services shall include, in addition to applicable services under Routine Landscape Maintenance below:

- Mowing and trimming around all graves and memorial installations;
- Removing dead floral arrangements;
- Cleaning public areas, mausoleums and columbaria of debris;
- Seasonal irrigation at designated areas.

Clippings, small branches and other green waste shall be disposed of by Contractor off site and at no additional cost to County.

All other refuse generated during routine and on-call gardening services at cemeteries shall be placed in on-site waste receptacles provided and maintained by County.

Routine Landscape Maintenance Services All Areas

Routine landscape maintenance includes the following, but is not limited to:

- Mowing and edging lawn areas;
- Picking up litter and debris;
- Minor trimming of trees, bushes and shrubs to maintain neat appearance and to prevent storm damage;
- “Weed-eating” and/or pulling of weeds in non-lawn and other planted areas;

- Routinely inspect for and report to Contract Administrator the presence of disease or insect infestation, dead and dying plants, trees and shrubs;
- Routine sprinkler/irrigation system maintenance, including but not limited to, repair of leaks and replacement of sprinkler heads to ensure adequate irrigation to vegetation;
- Periodic application of fertilizer;
- Aeration of lawn areas as conditions dictate.

Drainage Channel Maintenance at Zones of Benefit

Routine drainage channel maintenance shall include mowing or “weed eating” two times per year, once at the end of the rainy season (usually February/March), and once more at the end of the growing season (usually May/June).

Oak seedlings, saplings and other desirable plant growth in the drainage channels shall be marked and avoided during the performance of mowing or “weed eating.”

Wetlands Maintenance at Zones of Benefit

Routine wetlands maintenance shall include:

- Mowing and/or “weed eating” between the sidewalks and split rail fences around borders;
- Mowing up to five feet width along residential fencing; and
- Picking up litter and debris.

On-call Gardening and Landscaping Services All Areas

Other maintenance work upon request shall include, but not be limited to:

- Replacement of “seasonal color” plantings;
- Replacement of trees or other plants;
- Repairs to sprinkler system and/or drip irrigation system that required the purchase of pipe, or other plumbing parts except sprinkler heads;
- Replacement of missing or broken split rails on split rail fence.

Except as specifically described under Routine Gardening Services at Cemeteries, Contractor shall dispose of clippings, trash and other debris generated during the course of performing routine landscape maintenance, drainage channel maintenance, wetlands maintenance, and/or on-call gardening and landscaping services off site and at no additional charge to County.

III. PROPOSAL MINIMUM REQUIREMENTS

1. All Contractors submitting Proposals should complete the Contractor Overview Form (Attachment 1). The Contractor Overview Form identifies the Contractor name, address, contact information for the principal person representing the Contractor, and an original signature by an individual authorized to execute an agreement with the County.

The Contractor Overview Form includes a statement acknowledging that the prospective contractor has reviewed the language contained within the Sample Agreement (Attachment 2) and that the prospective contractor concurs with the provisions contained within said agreement, and can/will meet the indemnity requirements without alterations to County's standard agreement.

On the Contractor Overview Form, interested Contractors should identify all of the areas of interest for which they are submitting Proposals. This form will also allow Contractors to indicate the locations where they are willing to provide services. This form will not be used to evaluate the proposals, but the form will assist the County in contacting and easily identifying prospective contractors during the selection process.

2. Submit **one (1) original and three (3) copies** of the Proposal, along with a copy of the completed and signed Contractor Overview Form.

Description of the Contractor

Not to exceed two (2) pages:

Identify the contractor's primary services, office location, length of time in business, professional and support staff, any licenses or certificates held related to the work proposed, and equipment.

Not to exceed ten (10) pages:

1. Experience
 - a. List of staff with specific experience to successfully provide the range of services indicated for the areas of interest.
 - b. Character and scope of past projects.
 - c. Specifically identify any experience working with public agencies, and any other experience related to the areas of interest indicated on Attachment 1 – Contractor Overview Form.
2. Analysis
 - a. Demonstrate management and organizational ability relative to time management, scheduling, staff/client relationships, and responsiveness to urgent maintenance requests.
 - b. Soundness of approach to problem solving associated with the areas of interest.

3. General

- a. History of repeat business with clients.
- b. Referrals and recommendations from previous clients.
- c. Demonstrated understanding of community and the types of facilities to be maintained.
- d. Amount of work performed by contractor vs. subcontracted on past projects.
- e. Availability of contractor staff as it matches specific area and project needs.
- f. Fee schedule, including classifications of staff and hourly rates for staff and equipment as applicable. Fee schedule may also include a monthly rate proposal for routine maintenance services at specific areas of interest indicated on Attachment 1.

IV. PROPOSERS' QUESTIONS

Questions regarding this RFP must be submitted in writing to the Procurement and Contracts Office and must be received no later than **5:00 p.m. on March 9, 2016**. All envelopes or containers must be clearly labeled "**RFP #16-918-055: QUESTION**" for convenience purposes. Envelopes or containers not clearly labeled may be overlooked and not responded to. Questions will **not** be accepted by telephone, facsimile (fax), electronically, or orally. The County reserves the right to decline a response to any question if, in the County's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by the County, will be posted on the Procurement and Contracts website on or about **March 16, 2016**.

All inquiries shall be submitted by U.S. mail to:

County of El Dorado
Procurement and Contracts
360 Fair Lane
Placerville, California 95667
RFP #16-918-055: Question

Proposers are cautioned that they are not to rely upon any oral statements that they may have obtained. Proposers shall direct all inquiries to the County Purchasing Agent and shall not contact the requesting department directly regarding any matter related to this Request for Proposal.

V. PROPOSAL SUBMITTAL

Proposers must submit **one (1) original and three (3) copies** of their proposal, along with any addenda, in a sealed envelope or container, clearly marked "**RFP #16-918-055: MAILROOM DO NOT OPEN**", **no later than 3:00 p.m. on March 30, 2016**, to:

County of El Dorado
Procurement and Contracts
360 Fair Lane
Placerville, CA 95667

A Proposer may withdraw its final proposal at any time **prior** to the opening deadline date and time by submitting a written request for its withdrawal to the County Purchasing Agent, signed by an authorized agent of the firm. Proposers may thereafter submit a new or modified proposal **prior** to the opening deadline date and time. To be considered, the modification must be received in writing, and in the same number of originals and copies as the original Proposal, prior to the date and time specified above for receipt of the Proposal. Modifications offered in any manner after the opening deadline date and time, oral or written, will not be considered.

Proposers submitting less than the required number of copies of their proposal will be rejected and considered “non-responsive”. Proposals received beyond the deadline will not be considered, and will be returned unopened.

It is the responsibility of the Proposer to assure that the proposal is received in the Procurement and Contracts Division prior to the proposal opening deadline date and time. Proposals received beyond the proposal opening deadline will not be accepted and will be returned unopened. The time stamp clock located in the office of the Procurement and Contracts Division will serve as the official time clock.

For questions regarding the Request for Proposal process, contact Ashley Wells, Department Analyst, at (530) 621-5804.

VI. SELECTION CRITERIA

Proposals will be evaluated by a panel of County staff members based on the thoroughness, clarity, and quality of the material presented, with emphasis on:

1. Experience
 - a. Contractor has specific experience to successfully provide the full range of services.
 - b. Character and scope of past projects.
2. Analysis
 - a. Demonstrated management and organizational ability relative to time management, scheduling, staff/client relationships, and responsiveness to urgent maintenance requests.
3. General
 - a. History of repeat business with clients;
 - b. Referrals and recommendations from previous clients;
 - c. Demonstrated understanding of community and the types of facilities to be maintained;
 - d. Amount of work performed by contractor vs. subcontracted on past projects.
 - e. Availability of contractor as it matches specific area and project needs.

The selection criteria provided is to assist prospective Proposers and is not meant to limit other considerations that may be identified during the course of the selection process.

VII. SELECTION PROCESS

County staff will open Proposals following the submittal deadline. The only information that will be made available to the public at that time will be the names of the Proposers submitting Proposals. The contents of all Proposals, or any other medium which discloses any aspect of the Proposal, shall be held in strictest confidence until the County releases a Notice of Intent to Award.

A Selection Committee will be appointed by the County to evaluate the Proposals. It is anticipated that representatives from the County and other local government entities will conduct the evaluations. The Selection Committee may interview respondent firms during the selection process if it is determined to be necessary.

When evaluation of the Proposals and presentations has been completed, a Consultant will be selected and negotiations will be initiated. If for any reason a contract cannot be negotiated, the County reserves the right to select the next ranked prospective Consultant.

Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFP prior to submitting a response.

VIII. REJECTION OF PROPOSALS

Prospective Consultants interested in being considered must submit a Proposal in compliance with this notice. Failure to meet the minimum requirements of the RFP shall be cause for rejection of the Proposal. The County reserves the right to reject any or all Proposals.

The County may reject a Proposal if it is conditional, incomplete, contains irregularities, or reflects inordinately high cost rates. The County may waive immaterial deviation in a Proposal. Waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the proposing firm/team from full compliance with the contract requirements if the prospective Consultant is awarded the contract.

IX. VALID OFFER

Proposals shall remain valid for 120 days from the due date. The County reserves the right to negotiate with the successful Proposer(s) any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFP.

This RFP does not constitute a contract nor an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of the County and will not be returned. Unnecessarily elaborate responses, enclosures and specialized binding are not desired, and may be construed as an indication of Proposer's lack of cost consciousness.

X. COUNTY'S RIGHTS

The County reserves the right to:

1. Request clarification of any submitted information.
2. Waive any irregularity or immaterial deviation in any proposal.
3. Not enter into any agreement.
4. Not select any Consultant.
5. Cancel this process at any time.
6. Amend this process at any time.
7. Award more than one contract if it is in the best interest of the County.
8. Interview Consultants prior to award.
9. Request additional information during an interview.

Waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the proposing firm/team from full compliance with the contract requirements if the prospective Consultant is awarded the contract.

XI. CONTRACT AWARD

Award shall be recommended to the Proposer whose proposal best meets the needs of the County. The County reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the best interest of the County to do so.

The successful Proposer will receive written notification of the award, along with instructions for finalizing the agreement documents. Receipt of the fully executed agreement will serve as Proposer's notice to proceed with services.

Response and selection of a Proposal will not necessarily result in a contract with the County of El Dorado. Proposal opening does not constitute awarding of a contract. Contract award is by the Purchasing Agent and is not in force until fully executed.

XII. PREVAILING WAGE REQUIREMENTS

The County requires the Proposer's services on public works projects involving local and/or State funds. Proposals must be consistent with applicable prevailing wage requirements.

XIII. CONFLICT OF INTEREST

Prospective Proposer(s) warrant and covenant that no official or employee of the County, or any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to

the County. Prospective Proposer(s) Proposal shall contain a statement to the effect that the Consultant is not currently committed to another project that would constitute a conflicting interest with the Project defined in this Request for Proposal (RFP).

XIV. PUBLIC RECORDS ACT

All proposals shall become public information at the conclusion of the selection process, with the exception of those portions of a proposal that are identified at the time of submittal by the Proposer as trade secrets and/or which are deemed by the County as not being public documents that must be disclosed under the Public Records Act, or other appropriate statutes and regulations. Pricing and service elements of the successful proposal will not be considered proprietary information. Proprietary information shall be submitted in a separate sealed envelope clearly labeled as proprietary with the RFP number on the outside of the envelope. All materials submitted in response to this Request for Proposal shall become the property of the County and will not be returned.

XV. BUSINESS LICENSE REQUIREMENT

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information. El Dorado County is an equal opportunity employer (EOE). Minorities, females, and handicapped are encouraged to participate (M/F/H).

It is not a requirement to possess a County business license at the time of proposal submittal. Successful Proposers may be required to possess a County business license to award contract.

XVI. PUBLIC AGENCY

It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this Request for Proposal with the same terms and conditions specified therein, including pricing. The County shall incur no financial responsibility in connection with any agreement from another public agency. The public agency shall accept sole responsibility for contracting for services and making payment to the vendor.

Your participation in the RFP process is important to El Dorado County!

Attachment 1 Contractor Overview Form

Contractor Information	
Name of Contractor:	
Local Address:	
Mailing Address:	
Principal Contact:	
Contact Title:	
Contact Email Address:	
Contact Phone Number:	
Location Information	
<p>Check all areas where you are interested in providing services:</p> <p><input type="checkbox"/> Cemeteries</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Placerville Union <input type="checkbox"/> Georgetown Zone of Benefit Cemeteries (Georgetown Pioneer including Renke Annex and Georgia Slide Cemeteries) </p> <p style="margin-left: 40px;"><input type="checkbox"/> Any other County-operated Cemetery as requested</p> <p><input type="checkbox"/> Landscaping Zones of Benefit</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Blanchard Estates <input type="checkbox"/> Emerald Meadows Lighting, Landscaping and Wetlands </p> <p><input type="checkbox"/> Any other County (CDA) Facility as requested (e.g., Placerville or Georgetown Airports)</p>	
Acknowledgment Statement	
<p><input type="checkbox"/> I acknowledge that I have reviewed the language contained in the Sample Agreement (Attachment 2) and that my firm concurs with the provisions contained within said agreement, and can/will meet the indemnity requirements without alterations to the County's standard agreement.</p>	
Approval and Original Signature by an individual authorized to execute an agreement with the County of El Dorado	
<p>_____</p> <p style="text-align: center;">Printed Name</p>	<p>_____</p> <p style="text-align: center;">Title</p>
<p>_____</p> <p style="text-align: center;">Signature</p>	<p>_____</p> <p style="text-align: center;">Date</p>

Attachment 2
Sample Agreement for Services
Contractor's Name

On-call Gardening and Landscape Maintenance Services

AGREEMENT FOR SERVICES #XXX-XXXX

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and _____, a _____ duly qualified to conduct business in the State of California, whose principal place of business is _____ (hereinafter referred to as "Contractor");

R E C I T A L S

WHEREAS, County has determined that it is necessary to obtain a contractor to assist its Community Development Agency, to provide on-call gardening and landscape maintenance services at County facilities;

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775;

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish all personnel, equipment, materials, supplies and services necessary to provide on-call gardening and landscape maintenance services at County facilities. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof.

For each work assignment, Contractor shall provide a written quote to County's Contract Administrator. Upon receipt and approval of each quote, the Contract Administrator will issue a separate written Work Order to Contractor for each work assignment identifying the specific site where the work will be performed, a description of the services to be provided, any required deliverables, including reports or other documents to be supplied in connection with the work assignment, a specific date by which the work shall be completed and a not-to-exceed cost to complete the work. Contractor shall not commence work until receiving the written Work Order. No payment will be made for any work performed prior to the issuance of the written Work Order.

All of the services included in this Article and Exhibit A are the responsibility of Contractor, unless specifically described as a task or item of work to be provided by County.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years thereafter.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of each work assignment monthly in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

The total amount of this Agreement shall not exceed \$ _____, inclusive of all Work Orders, costs and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Contractor shall bill County for only one (1) Work Order per invoice. Invoices shall be mailed to County at the following address:

County of El Dorado
Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667
Attn.: Accounts Payable

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XIX, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Prevailing Wage: County requires Contractor's services on public works project(s) involving local or state funds to which prevailing wage requirements may apply. As a consequence, Contractor shall comply with all applicable state and federal prevailing wage rates, statutes, rules and regulations then in effect. Contractor shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the principal office of County's Community Development Agency. Changes, if any, to the general prevailing wage rates will be available at the same location.

Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Contractor shall comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810 and 1813. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Contractor and any subcontractor authorized under this Agreement shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

ARTICLE VI

Apprentices: Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq.

To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on this Agreement. Responsibility for compliance with this Article lies with Contractor.

It is County policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

ARTICLE VII

Certified Payroll: As required under the provisions of Labor Code Section 1776, Contractor and any subcontractors shall keep accurate payroll records as follows:

1. The payroll records shall show 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 Contractor or subcontractors in connection with the services provided under this Agreement.
2. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of Contractor as follows:
 - a. Make available or furnish to the employee or his or her authorized representative on request.
 - b. Make available for inspection or furnished upon request to a representative of County, the State Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State Department of Industrial Relations.
 - c. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either County, the State Division of Labor Standards Enforcement, or the State Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractor, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

ARTICLE VIII

Records Examination and Audit Requirements: Contractor and its subcontractors, if any are authorized hereunder, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the various aspects of the Agreement. In accordance with Government Code Section 8546.7, all of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date that final payment by County and all other pending matters are closed. Representatives of County, the California State Auditor, and any duly authorized representative of other government agencies shall have access to any books, documents, papers and records that are pertinent to the Agreement for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

ARTICLE IX

Payment of all Federal, State or City Taxes: Any federal, state or city tax payable on the articles furnished by Contractor under this Agreement shall be included in rates quoted herein and shall be paid by Contractor.

ARTICLE X

Compliance with all Applicable Laws: Contractor shall conform to and abide by all federal, state and local building, labor, environmental and safety laws, ordinances, rules and regulations. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including but not limited to, any directions, plans or specifications provided to Contractor, is to be construed to permit work not conforming to these codes.

ARTICLE XI

Reporting Accidents: Contractor shall prepare and submit to County (within twenty-four [24] hours of such incidents) reports of accidents at the site and anywhere else work under this Agreement is in progress in which bodily injury is sustained or property loss in excess of five hundred dollars (\$500.00) occurs.

ARTICLE XII

Workers' Compensation: Contractor shall comply with Labor Code Sections 3700 et seq., requiring it to obtain Workers' Compensation Insurance, and sign a certificate of knowledge thereof.

CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

Signed: _____ Dated: _____

ARTICLE XIII

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE XIV

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during the term hereof.

ARTICLE XV

Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Community Development Agency for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XVI

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE XVII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE XVIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIX

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may

be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement or any individual Work Orders issued pursuant to this Agreement in whole or in part upon seven (7) calendar days' written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Contractor, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the not-to-exceed amount of the Work Order or the total amount of the Agreement, as applicable. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XX

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Katy Sampson
Assistant Director
Administration and Finance

With a copy to:

County of El Dorado
Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Administrative Services Officer
Contracts & Procurement Unit

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Contractor's Name
Address
City, State, Zip

or to such other location as Contractor directs.

ARTICLE XXI

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in ARTICLE XX, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XXII

Indemnity: Contractor shall defend, indemnify, and hold County and its officers, agents, employees and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers, agents, employees and representatives, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XXIII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors' liability and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$100,000 bodily injury per person, \$300,000 bodily injury per accident and \$100,000 property damage per accident is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional contractor and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:

1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
 - J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
 - K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees or volunteers.
 - L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
 - M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
 - N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
 - O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XXIV

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor

warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXV

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXVI

Environmental and Toxic Warranty: Contractor warrants that its operations concerning the services and materials provided under this Agreement are not and will not be in violation of any applicable environmental federal, state, or local statute, law, or regulation dealing with hazardous materials substances or toxic substances.

ARTICLE XXVII

Guarantees:

- A. Contractor shall guarantee all materials, parts and equipment furnished and work performed for a period of one (1) year. Contractor warrants and guarantees for a period of one (1) year from the date of invoice that the work is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the work resulting from such defects. County will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, County may do so and charge Contractor the cost thereby incurred.
- B. If a guaranty exceeding one (1) year is provided by the supplier or manufacturer of any parts or equipment used in the performance of services under this Agreement, then the guarantee for such materials shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such parts, equipment and materials, and Contractor shall supply County with all warranty and guaranty documents relative to parts, equipment and materials incorporated in the services provided and guaranteed by its suppliers or manufacturers.
- C. Contractor warrants to County that materials, parts and equipment furnished under this Agreement will be of good quality and new, unless otherwise required or permitted by the Agreement, that the work performed will be free from defects

or flaws and is of the highest quality of workmanship and that the services provided will conform with the requirements of the Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

ARTICLE XXVIII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXIX

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XXX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in Article XIX, Default, Termination, and Cancellation, herein.

ARTICLE XXXI

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXXII

California Residency (Form 590): If Contractor is a California resident, Contractor must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXXIII

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal

Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXXIV

Resolution of Claims: Contractor's attention is invited to Public Contract Code Sections 20104, et seq., for resolution of construction claims, and specifically Section 20104.2. Claims pertaining to this Agreement shall be governed by the provisions of those sections.

ARTICLE XXXV

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXXVI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Katy Sampson, Assistant Director of Administration and Finance, Community Development Agency, or successor.

ARTICLE XXXVII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXXVIII

Partial Invalidity: If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXIX

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXL

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XLI

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Requesting Contract Administrator and Division Concurrence:

By: _____
Katy Sampson
Assistant Director
Administration and Finance
Community Development Agency

Dated: _____

Requesting Department Concurrence:

By: _____
Steven M. Pedretti, Director
Community Development Agency

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- CONTRACTOR'S NAME --

By: _____

Dated: _____

Name
Title
"Contractor"

By: _____

Dated: _____

Name
Corporate Secretary

Exhibit A

Scope of Work

Gardening and Landscape Maintenance Services

Contractor shall furnish all personnel, equipment, materials, supplies, and services necessary to provide gardening and landscape maintenance services on an on-call basis at off-site County facilities and as specified in each Work Order issued by County's Contract Administrator (CA) or designee for each individual work assignment. The services provided shall be in accordance with the following guidelines:

Routine Gardening Services at Cemeteries

Gardening services shall include, in addition to applicable services under Routine Landscape Maintenance below:

- Mowing and trimming around all graves and memorial installations;
- Removing dead floral arrangements;
- Cleaning public areas, mausoleums and columbaria of debris;
- Seasonal irrigation at designated areas.

Clippings, small branches and other green waste shall be disposed of by Contractor off site and at no additional cost to County.

All other refuse generated during routine and on-call gardening services at cemeteries shall be placed in on-site waste receptacles provided and maintained by County.

Routine Landscape Maintenance Services All Areas

Routine landscape maintenance includes the following, but is not limited to:

- Mowing and edging lawn areas;
- Picking up litter and debris;
- Minor trimming of trees, bushes and shrubs to maintain neat appearance and to prevent storm damage;
- "Weed-eating" and/or pulling of weeds in non-lawn and other planted areas;
- Routinely inspect for and report to CA the presence of disease or insect infestation, dead and dying plants, trees and shrubs;
- Routine sprinkler/irrigation system maintenance, including but not limited to, repair of leaks and replacement of sprinkler heads to ensure adequate irrigation to vegetation;
- Periodic application of fertilizer;
- Aeration of lawn areas as conditions dictate.

Drainage Channel Maintenance at Zones of Benefit

Routine drainage channel maintenance shall include mowing or "weed eating" two times per year, once at the end of the rainy season (usually February/March), and once more at the end of the growing season (usually May/June).

Oak seedlings, saplings and other desirable plant growth in the drainage channels shall be marked and avoided during the performance of mowing or “weed eating.”

Wetlands Maintenance at Zones of Benefit

Routine wetlands maintenance shall include:

- Mowing and/or “weed eating” between the sidewalks and split rail fences around borders;
- Mowing up to five feet width along residential fencing; and
- Picking up litter and debris.

On-Call Gardening and Landscaping Services All Areas

Other maintenance work upon request shall include, but not be limited to:

- Replacement of “seasonal color” plantings;
- Replacement of trees or other plants;
- Repairs to sprinkler system and/or drip irrigation system that require the purchase of pipe, or other plumbing parts except sprinkler heads;
- Replacement of missing or broken split rails on split rail fence.

Except as specifically described under Routine Gardening Services at Cemeteries, Contractor shall dispose of clippings, trash and other debris generated during the course of performing routine landscape maintenance, drainage channel maintenance, wetlands maintenance, and/or on-call gardening and landscaping services off site and at no additional charge to County.

Exhibit B

Fee Schedule

Gardening and Landscape Maintenance Services

<u>Staff Classification</u>	<u>Hourly Rate</u>

Percentage Mark-up on Parts, Materials and Supplies¹: _____ %

¹Invoices indicating Contractor's costs for materials, supplies, irrigation system repair parts and plant replacements used shall be included as support for charges in accordance with the provisions of ARTICLE III, Compensation for Services, of this Agreement.