

**AGREEMENT FOR MAINTENANCE SERVICES
ANNUAL LANDSCAPE MAINTENANCE FOR DISTRICT FACILITIES 2026-2027
PROJECT DIR # _____**

THIS AGREEMENT FOR MAINTENANCE SERVICES is made and effective as of August 1, 2027, by and between the MISSION SPRINGS WATER DISTRICT, a County Water District (“DISTRICT”) whose address is 66575 Second Street, Desert Hot Springs, CA 92240, and Urban Habitat, a California corporation whose address is 73555 Alessandro Dr., Palm Desert, CA 92260 (“CONTRACTOR”).

RECITALS

A. CONTRACTOR submitted a proposal (“Proposal”) in response to a request from the DISTRICT to provide certain services, which Proposal is attached hereto as **Exhibit “A”** and made a part hereof by this reference; and

B. DISTRICT desires to engage CONTRACTOR to provide the services provided for in the Proposal; and

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, DISTRICT and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until completion of the services (“Services”) provided for in the Proposal. Contractor shall commence the Services on or before August 1, 2026, and shall complete the Services no later than June 30, 2027. Notwithstanding the forgoing, DISTRICT may terminate this Agreement upon written notice to Contractor, provided it pays Contractor for all services provided prior to termination.

2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) contained in the Proposal. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Melissa Rexilius as CONTRACTOR’S person(s) responsible for overseeing the Services provided by CONTRACTOR. DISTRICT designates the District General Manager, or his or her designee, to act as the Project Manager (“Project Manager”) in connection with the delivery of Services under this Agreement. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and supplies necessary to perform Services.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of DISTRICT.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by DISTRICT to CONTRACTOR for the completion of the Services under this Agreement shall not exceed **\$76,936.00.**

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the DISTRICT, in writing.

4.03 The DISTRICT shall not be obligated to pay any invoice for services that is submitted more than sixty (60) days after the date such services were provided.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR shall perform all Services under this Agreement in a good and workman like manner, consistent with the standards generally recognized as being employed by contractors in the State of California. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, CONTRACTOR represents that it, its employees and subcontractors have, and shall secure all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, CONTRACTOR shall perform, at its own cost and expense and without reimbursement from the DISTRICT, any services necessary to correct errors or omissions which are caused by the CONTRACTOR's failure to comply with the applicable standard of care. In the event that the terms of the Proposal conflict with the terms of this Agreement or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless DISTRICT for any claims, costs, losses, fees, penalties, interest, or damage suffered by DISTRICT resulting from CONTRACTOR's failure to comply with this provision.

5.03 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.04 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of

1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.05 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

5.06 In the performance of this contract the CONTRACTOR shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply.

5.07 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5. Insurance.

CONTRACTOR shall procure and maintain for the duration of this Agreement the following insurance coverage relating to the services provided under this Agreement by the CONTRACTOR.

a. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to DISTRICT), or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if CONTRACTOR has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

c. Workers' compensation (statutory limits) and employer's liability (\$1,000,000) per accident for bodily injury or disease. CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and CONTRACTOR will comply with such provisions before commencing the performance of the professional services under this agreement. As required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than \$1,000,000 per accident for bodily injury or disease.

d. Verification of Coverage – CONTRACTOR shall furnish the DISTRICT with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause copies of which are attached hereto as **Exhibit “B”**. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages. Contractor shall provide new certificates of insurance prior to the expiration of any existing certificate of insurance.

e. Required Provisions –

- CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and CONTRACTOR shall ensure that DISTRICT its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

- Waiver of Subrogation: The insurer(s) shall agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of the policy which arise from work performed by the named insured for the DISTRICT; but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer.

- The liability coverage shall give DISTRICT, its directors, officers, employees (collectively the DISTRICT), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 20 10 10 01 or CG 20 10 07 04 specifically naming the DISTRICT, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."

- The liability coverage is to state or be endorsed (with as broad as ISO endorsement CG 20 01 04 13) to state “such insurance shall be primary and any insurance, self-insurance or other coverage maintained by Mission Springs Water DISTRICT, its directors, officers, employees, or authorized volunteers shall not contribute to it”.

- All coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent.

- The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers.

- If any of the required coverages expire or are cancelled during the term of this agreement, the CONTRACTOR shall deliver the renewal certificate(s) to DISTRICT at least ten (10) days prior to the expiration or cancellation date and shall obtain replacement insurance with the same coverage prior to such expiration.

- Self-Insurance is not acceptable or permitted for any insurance coverage required under this Agreement.

- Self-Insured Retentions - Self-insured retentions must be declared to and approved by the DISTRICT in writing. The DISTRICT may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.

7. Indemnification.

7.01 CONTRACTOR and DISTRICT agree that DISTRICT, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to DISTRICT. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect DISTRICT as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by DISTRICT, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of DISTRICT. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by DISTRICT.

b. Without affecting the rights of DISTRICT under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless DISTRICT as set forth above for liability attributable solely to the fault of DISTRICT, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8. Additional Services, Changes and Deletions.

8.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the Project Manager of the

DISTRICT, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the DISTRICT in writing.

8.02 CONTRACTOR shall promptly advise the Project Manager and as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the DISTRICT and/or Board of Directors.

9. Termination of Agreement.

9.01 Notwithstanding any other provision of this Agreement, either party, may terminate this Agreement with or without cause, or for no cause, at any time by giving thirty (30) days' written notice to CONTRACTOR.

9.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to DISTRICT all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to DISTRICT.

10. Status of CONTRACTOR.

10.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of DISTRICT. However, CONTRACTOR shall regularly confer with DISTRICT's DISTRICT Manager as provided for in this Agreement.

10.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to DISTRICT's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

10.03 CONTRACTOR hereby specifically represents and warrants to DISTRICT that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of DISTRICT and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the DISTRICT is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

11. Miscellaneous Provisions.

11.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for DISTRICT and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties. The Recitals to this Agreement are hereby incorporated herein by this reference.

11.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of DISTRICT. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

11.03 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

11.04 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

11.05 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

11.06 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the DISTRICT in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by DISTRICT. The DISTRICT, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the DISTRICT with respect to the proposal and award process of this Agreement or any DISTRICT contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any DISTRICT contract has been awarded. CONTRACTOR shall immediately report any attempt by any DISTRICT officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

11.07 Prevailing Wages. If the Services include work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of

construction, CONTRACTOR shall be responsible to comply with applicable prevailing wages laws. As a condition of payment, CONTRACTOR shall pay wages under applicable state and federal laws and regulations relating to prevailing wages in accordance with the “General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1”, for Riverside County and/or 40 U.S.C. Section 276a, et. seq. Such wage rates shall conform with those posted at DISTRICT offices and the project site. In the event that the CONTRACTOR fails to pay the prevailing wages, the CONTRACTOR shall be solely liable for penalties and for the shortfall in wages and shall indemnify, defend and hold harmless DISTRICT under Section 8.01 against any of the same. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4 - Apprenticeship Requirements.
3. Section 1777.5 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1775 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

11.08 CONTRACTOR shall comply with the provisions of the Labor Code of the State of California. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with applicable prevailing wage laws.

11.09 CONTRACTOR shall have no authority to bind DISTRICT in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by DISTRICT. CONTRACTOR shall not at any time or in any manner represent that CONTRACTOR or any of CONTRACTOR’s officers, employees, or agents are in any manner officials, officers, employees or agents of DISTRICT.

11.10 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

DISTRICT:

CONTRACTOR:

MISSION SPRINGS WATER DISTRICT

URBAN HABITAT

By: _____

By: _____

Print
Name _____

Print
Name _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT “A”

SCOPE OF WORK AND PROPOSAL
(insert behind this page)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
101	Weekly Landscape Maintenance Services (Once Per Week) - MSWD Administration Campus	52	EA	\$345.00	\$17,940.00
102	Monthly Landscape Maintenance Services (Once Per Month) - MSWD Horton Wastewater Treatment Plant (HWWTP) - Exhibit G (Area 1)	12	EA	\$900.00	\$10,800.00
103	Quarterly Landscape Maintenance Services (Four Times Per Year) - MSWD Horton Wastewater Treatment Plant (HWWTP) - Exhibit G (Area 2)	4	EA	\$545.00	\$2,180.00
104	Monthly Landscape Maintenance Services (Once Per Month) - MSWD Well and Reservoir Sites	12	EA	\$1,670.00	\$20,040.00
105	Monthly Landscape Maintenance Services (Once Per Month) - MSWD Well 33 Solar Field	12	EA	\$690.00	\$8,280.00
106	Quarterly Landscape Maintenance Services (Four Service Visits Per Year) - MSWD Dos Palmas Lift Station (DPLS)	4	EA	\$690.00	\$2,760.00
107	Semi-Annual Landscape Maintenance (Two Service Visits Per Year) - MSWD Desert Crest (DC) - Exhibit I (Area 3)	2	EA	\$200.00	\$400.00
108	Quarterly Landscape Maintenance (Four Service Visits Per Year) - MSWD Desert Crest (DC) - Exhibit I (Area 2)	4	EA	\$490.00	\$1,960.00
109	Quarterly Landscape Maintenance (Four Service Visits Per Year) - MSWD Nancy Wright Regional Water Reclamation Facility (NWRWRF) - Exhibit H - (Area 2)	4	EA	\$600.00	\$2,400.00
110	Monthly Landscape Maintenance (Four Service Visits Per Year) - MSWD Nancy Wright Regional Water Reclamation Facility (NWRWRF) - Exhibit H (Area 1)	12	EA	\$600.00	\$7,200.00
111	Semi-Annual Landscape Maintenance (Two Service Visits Per Year) - MSWD Nancy Wright Regional Water Reclamation Facility (NWRWRF) - Exhibit H (Area 3)	2	EA	\$798.00	\$1,596.00
112	Quarterly Landscape Maintenance (Four Service Visits Per Year) - MSWD 20th Avenue Lift Station	4	EA	\$345.00	\$1,380.00
	Total				\$76,936.00

Scope of Work

The Contractor shall furnish all labor, equipment, materials, tools, and supervision necessary to provide comprehensive landscape maintenance services for MSWD facilities. Services shall include, but are not limited to the following:

- a. Weeding and cultivating
- b. Tree and shrub trimming, pruning and training
- c. Palm tree maintenance
- d. Mulching
- e. Litter removal
- f. Brush clearance
- g. Treatment and control of plant diseases
- h. Chemical weed control at District-approved locations only
- i. General site clean-up and debris removal
- j. Hardscape maintenance, including sweeping or blowing concrete and asphalt surfaces and crack and/or gutter weed abatement
- k. Irrigation repairs

In addition to the routine maintenance items listed above, the Contractor shall repair landscape and hardscape features damaged by vandalism, as directed by the Project Manager.

1. Facilities and Maintenance Frequency

MSWD Administration Campus

Location: 66575 Second Street, Desert Hot Springs, California

The Contractor shall provide full-service landscape maintenance services for the MSWD Administration Campus on a **weekly** basis, which include the following facilities/locations:

- Administration Building – 66575 Second Street
- Cell Tower – 66575 Second Street (the lots east of the Administration Building)
- Annex / Engineering Building – 66547 Second Street

MSWD Well and Reservoir Sites

The Contractor shall provide landscape maintenance services for the following MSWD well and reservoir facilities on a **monthly** basis:

	Site/Facility Name	Address	City
1	Well No. 22	65115 Pierson Blvd.	Desert Hot Springs
2	Well No. 24	Acoma - East of Little Morongo	Desert Hot Springs
3	Well No. 25	Rushmore South of Tamarack	Whitewater
4	Well No. 25A	13040 Rushmore Avenue	Whitewater
5	Well No. 26	Frontage Road - Off Verbena	Whitewater
6	Well No. 26A	55745 San Pierre	Whitewater

7	Well No. 27/31	64261 Dillion Road	Desert Hot Springs
8	Well No. 28	64355 Mission Lakes Blvd.	Desert Hot Springs
9	Well No. 29	65700 Ironwood Drive	Desert Hot Springs
10	Well No. 30	9950 Indian Avenue	Desert Hot Springs
11	Well No. 32	16075 Little Morongo Road	Desert Hot Springs
12	Well No. 33	19011 Little Morongo Road	Desert Hot Springs
13	Well No. 34	62998 Mission Lakes Blvd.	Desert Hot Springs
14	Well No. 37	65262 Two Bunch Palms Trail	Desert Hot Springs
15	Well No. 42	Acoma - East of Little Morongo	Desert Hot Springs
16	Woodridge Reservoir	12400 Woodridge Avenue	Whitewater
17	Cottonwood Reservoir	S/W Corner Cottonwood & Boulder	Whitewater
18	Valley View Reservoir	16263 Valley View Road	Desert Hot Springs
19	Overhill Reservoir	60755 Hilltop Road	Desert Hot Springs
20	Gateway Reservoir	61400 Pierson Blvd	Desert Hot Springs
21	Mission Lakes Reservoir	1000' N. of Augusta E. of Clubhouse	Desert Hot Springs
22	Annandale Reservoir	1000' N. of Annandale Road	Desert Hot Springs
23	Terrace Reservoir	66700 Terrace Way	Desert Hot Springs
24	Vista Reservoir	9030 Valencia Drive	Desert Hot Springs
25	High Northridge Reservoir	Across from 9755 Verbena Drive	Desert Hot Springs
26	Low Northridge Reservoir	Mission Lakes Blvd. E/ Verbena Ave.	Desert Hot Springs
27	Two Bunch Palms Reservoir	Casa Loma Rd S/ Rochelle Road	Desert Hot Springs
28	High Desert View Reservoir	Behind 12025 Highland Avenue	Desert Hot Springs
29	Low Desert View Reservoir	S/W Corner of Desert View and Mountain View	Desert Hot Springs
30	Quail Reservoir	Quail Trail E/ Long Canyon Road	Desert Hot Springs
31	Worsley Reservoir	11117 Worsley Road	Desert Hot Springs
32	Highland Reservoir	Redbud Road	Desert Hot Springs
33	Redbud Reservoir	12015 Redbud Road	Desert Hot Springs

MSWD Well No. 33 Solar Field

Location: 19011 Little Morongo Road, Desert Hot Springs

The Contractor shall provide landscape maintenance services at the Well No. 33 Solar Field on a **monthly** basis.

MSWD Horton Wastewater Treatment Plant

Location: 14601 Verbena Drive, Desert Hot Springs

The Contractor shall provide landscape maintenance services at the Horton Wastewater Treatment Plant on a **monthly and quarterly** basis. Refer to Exhibit "G" for a description of the maintenance areas and associated service intervals.

MSWD Nancy Wright Regional Water Reclamation Facility

Location: 19999 Little Morongo Road, Desert Hot Springs

The Contractor shall provide landscape maintenance services at the Nancy Wright Regional Water Reclamation Facility on a **monthly, quarterly, and semi-annual (every six months)** basis. Refer to Exhibit "H" for a description of the maintenance areas and associated service intervals.

MSWD Dos Palmas Lift Station

Location: 66920 Dillon Road, Desert Hot Springs

The Contractor shall provide landscape maintenance services at the Dos Palmas Lift Station on a **quarterly** basis.

MSWD 20th Avenue Lift Station

Location: 64167 20th Avenue, Desert Hot Springs

The Contractor shall provide landscape maintenance services at the 20th Avenue Lift Station on a **quarterly** basis.

MSWD Desert Crest Wastewater Treatment Plant

Location: 69521 Dillon Road, Desert Hot Springs

The Contractor shall provide landscape maintenance services at the Desert Crest Wastewater Treatment Plant on a **quarterly and semiannual (every six months)** basis. Refer to Exhibit "I" for a description of the maintenance areas and associated service intervals.

2. Schedule and Notifications

The Contractor shall submit a schedule of activities to the District. This schedule shall contain a comprehensive listing of maintenance activities and the day(s) on which they will be performed at each site consistent with Exhibit "F". This comprehensive check list shall be provided to the District and updates shall be submitted as needed. Contractor shall notify the District forty-eight (48) hours prior to commencing the following items:

- Tree trimming / palm tree maintenance
- Major tree removal
- Applying pesticides or herbicides
- Irrigation system repairs

Cleanup and Disposal

The Contractor shall remove and properly dispose of all litter, debris, and waste materials in compliance with all applicable laws and regulations.

3. General Terms and Conditions

The successful Contractor shall execute the Agreement attached as Exhibit "A". and comply with all insurance and contractual requirements. All Agreement terms are non-negotiable, unless expressly modified through formal negotiations.

4. Work Standards

The Contractor shall perform all proposed landscape maintenance / repair services in a professional and workmanlike manner. The Contractor shall furnish all labor, tools, equipment, materials, supervision and supplies necessary to complete the work in a timely manner and in full compliance with the District's requirements.

All maintenance activities shall be performed on a regular schedule established by the District to ensure the sites remain in a condition of weed-free and healthy, vigorous growth of established landscape.

All Contractor personnel working at District facilities shall wear appropriate personal protective equipment at all times.

5. Non-Performance for Services

The Contractor shall be deemed non-compliant when, in the judgment of the Project Manager or Authorized Staff, one or more of the following conditions occur:

1. The requested work is not performed in accordance with the performance standards established by this Agreement or as directed by the Project Manager.
2. The requested work is not performed or completed within the timeframes specified.
3. The required Landscape Facility Schedule (Exhibit "F") is not completed and submitted to the Project Manager at the conclusion of the landscape maintenance period, verifying that all work has been completed.

6. Security and Identification

A Live Scan background check is required for all Contract personnel working on District facilities.

The Contractor shall certify in writing that a background check, to the extent permitted by law, has been completed for each Contractor employee prior to initial employment. Copies of all background checks shall be provided to the District no later than two (2) weeks prior to the employee's first day on District premises.

Upon the termination or transfer of any Contractor employee, the Contractor shall immediately notify the Project Manager or Authorized Staff by both phone and email. The Contractor shall promptly recover and return all District-owned property (including keys and remotes) from the individual.

7. Performance Requirements

The Contractor must provide a level of maintenance that consistently presents a neat, pleasing, and desirable site appearance. The Contractor shall maintain all designated areas in accordance with these specifications.

The District shall be the sole judge of the adequacy of the Contractor's maintenance and the overall appearance of the sites.

8. Notice of Adverse Conditions

When conditions arise that require work believed to be outside of the scope of these specifications to prevent damage or loss to plants, materials, slopes, structures, or other District property, the Contractor shall notify the Project Manager in writing within 24 hours. The notification shall describe the adverse condition and include a recommended solution, if applicable.

9. Reporting Damage

The Contractor shall promptly report any damage caused by the Contractor to the sites covered by these specifications by the end of business day, as well as any damage or vandalism to District equipment or other property located on the sites, regardless of whether the damage is caused by the Contractor, third parties, or the District.

10. Repair of Damage

The Contractor shall promptly repair, at no cost to the District, all defective work and any damage caused by the Contractor's actions or failure to perform. Replacement of damaged irrigation systems or other facilities shall be of the same type and quality as those previously existing.

11. Keys and Locks

Prior to commencing work, the Project Manager shall issue a reasonable number of keys and/or remotes to the Contractor. The Contractor shall be responsible for controlling and distributing keys and/or remotes only to authorized personnel and for preventing unauthorized use.

All keys and/or remotes shall be returned to the District at the end of contract term or upon termination of the Agreement.

12. Working Hours

Maintenance and repair work shall be performed between the hours of 6:30 a.m. and 4:00 p.m., Monday through Friday. Any work performed outside of these hours or days shall require prior Project Manager approval.

13. Maintenance Requirements

The Contractor shall perform and abide by all stipulations set forth in these specifications and requirements below.

14. Weeding

All sites shall be maintained in weed-free condition. Weed removal shall be performed manually at each scheduled site visit unless otherwise approved by the Project Manager (i.e., use of herbicide).

15. Shrub Trimming

Shrubs shall be trimmed and shaped in accordance with industry standards appropriate to each species to promote healthy growth. Shrubs and brush shall be trimmed away from electrical cabinets, doorways, gateways, walkways, fences, and property lines to ensure unobstructed access at all times.

All brush shall be cleared to a minimum of five (5) feet from any boundary fence. Shrubs and brush shall be maintained with a minimum six (6) foot clearance from all structures.

16. Irrigation

Minor irrigation leaks identified by the Contractor or District staff during scheduled work or inspections shall be repaired by District staff. Any major irrigation issues identified by District staff during routine site visits shall be reported to the Contractor. Any major irrigation issues identified by the Contractor shall be reported to the Project Manager immediately.

The Contractor shall submit a cost proposal for any repairs classified as major irrigation repairs to the Project Manager for review and approval. Approved irrigation repairs shall be billed separately from the standard contracted service amount.

17. Mulching

Where applicable, planting areas shall be cultivated and maintained with mulch at a depth of no less than two (2) inches and no more than four (4) inches, as appropriate, to maintain plant health.

The Contractor shall maintain all mulch and ground cover areas and notify the Project Manager when additional mulch is required.

18. Disease Control

The Contractor shall regularly inspect all landscaping for signs of disease or distress and take all reasonable measures to correct such conditions. If a condition cannot be remedied, the Contractor shall submit a written report explaining the issue and the reason corrective action is not feasible.

All costs associated with diagnosing and treating plant diseases shall be borne by the Contractor.

19. Tree Trimming

Tree trimming shall be performed at least annually and shall include the removal of suckers, crossing branches, dead, diseased, or damaged wood, and any growth that may compromise tree health or safety. Trees shall be properly thinned, shaped, and headed back as necessary to maintain a healthy structure and aesthetically pleasing appearance, at no additional cost to the District.

Palm tree maintenance shall include annual pruning of fronds, removal of seed pods and flower stalks, and trimming of dead, broken, or hazardous fronds in accordance with industry's best practices. Palm pruning shall be performed in a manner that preserves tree health and structural integrity, at no additional cost to the District.

Vine tendrils shall be removed down to ground level in a manner that prevents damage to the tree and avoids scarring of the trunk. The Contractor shall notify the District in advance of all tree and palm trimming activities.

20. Wind Damage

The Contractor shall be responsible for removing tress or limbs that fall as a result of high winds. In cases where fallen trees obstruct walkways or interfere with District operations, removal shall occur within twenty-four (24) hours when notified by the Project Manager.

Fallen trees shall be removed by the root. All resulting holes shall be filled, and the area restored to natural grade and contour. The Contractor shall submit a cost proposal for this work.

21. Walkways and Driveways

Where applicable, walkways, driveways, and parking lots shall be cleaned of all foreign substances during each scheduled site visit.

22 Litter Removal

Litter shall be removed from all sites on each visit per submitted schedule.

23. Herbicide Use at Reservoirs

The use of herbicides of any type is strictly prohibited within a 50-foot radius around wellheads and within 30-feet of reservoirs. Vegetation in these areas shall be removed manually.

EXHIBIT “B”

CERTIFICATES OF INSURANCE AND ENDORSEMENTS
(insert behind this page)