

**Agreement for Professional Services
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone 760-329-6448 – FAX 760-329-2482**

For your protection, make sure that you read and understand all provisions before signing. The terms on pages 2 - 6 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: **Urban Habitat
47530 Washington St. #A
La Quinta, CA 92253**

DATE: July 1, 2023

PROJECT DIR#: _____

TITLE: **Annual Landscape Maintenance for District Facilities 2023-2024**

The undersigned Consultant agrees to furnish the following:

All Work/Services per the attached Exhibit A – Scope of Work and in accordance with Exhibit B – Proposal provided by Urban Habitat, and per Exhibit C – Term, Early Termination & Notice

Contract price \$: Not to Exceed \$93,115.00

Term: **One (1) year from the effective Agreement DATE above**

Instructions: Sign and return via email. Upon acceptance by Mission Springs Water District, a copy will be signed by its authorized representative(s) and promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted:
Mission Springs Water District

Consultant:
Urban Habitat
(Business Name)

By: _____
Arden Wallum
Title General Manager

By: _____
Director of Maintenance
Title Melissa Rexilius

Other authorized representative(s):
Chad Finch
Water Production Supervisor

Other authorized representative(s):

Lee Boyer
Chief Plant Operator

Consultant agrees with the Mission Springs Water District that:

- a. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees, and authorized volunteers against any and all liability from all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder and shall not tender such claims to Mission Springs Water District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out the performance of the work or furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of Mission Springs Water District, its directors, officers, employees, or authorized volunteers.
- c. By his/her signature hereunder, Consultant certifies that he/she 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 that Consultant will comply with such provisions before commencing the performance of the professional services under this agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.
- d. Consultant will file with Mission Springs Water District, before beginning professional services, a certificate of insurance satisfactory to Mission Springs Water District evidencing professional liability coverage of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate, that coverage shall not be cancelled except with notice to Mission Springs Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent, or as otherwise approved by Mission Springs Water District. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work. Consultant shall purchase a five-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.
- e. Consultant will file with Mission Springs Water District, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to Mission Springs Water District evidencing

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto)

Limit – The consultant shall maintain limits no less than the following:

General liability - coverage of not less than two million (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury, and property damage; (\$4,000,000 general and products-completed operations aggregate (if used)).

1. Automobile Liability - One million dollars \$1,000,000 for bodily injury and property damage each accident limit.

2. Workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable).

Required Provisions –

- The general liability coverage shall give Mission Springs Water District, its directors, officers, employees (collectively the District), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 2010 1185 or **both** CG 20 10 plus CG 20 37 if a later edition is used) specifically naming the Mission Springs Water District, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."
 - The general 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".
 - Workers Compensation Insurance – 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. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Mission Springs Water District, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the named insured for the Mission Springs Water District; but this provision applies regardless of whether or not the Mission Springs Water District has received a waiver of subrogation from the insurer.
 - Consultant shall require and verify that all sub-contractors maintain insurance meeting all requirements stated herein, and Consultant shall ensure that Mission Springs Water District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.
 - Coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent, or as otherwise approved by Mission Springs Water District.
 - The coverage shall contain no special limitations on the scope of protection afforded to Mission Springs Water District, its directors, officers, employees, or authorized volunteers.
 - In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.
- f. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to Mission Springs Water District at least ten (10) days prior to the expiration date.
- g. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other Authorized Representative(s)."
- h. Payment, unless otherwise specified on Page 1, is to be within thirty (30) days after acceptance by Mission Springs Water District.
- i. Professional permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including but not limited to Cal/OSHA requirements.
- j. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the

professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by Mission Springs Water District. Consultant's "Authorized Representative(s)" has (have) the authority to execute such written change for Consultant.

- k. Unless otherwise agreed upon in writing, all reports, documents, or other written material, including any documents, images, photographs, video files, or other media created or developed by Consultant as part of the services required hereunder ("Written Products") shall be considered to be "works made for hire", and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and all other proprietary rights, shall be and remain the property of Mission Springs Water District without restriction or limitation upon their use, duplication or dissemination by Mission Springs Water District, except as otherwise provided herein. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Written Products.
- l. Consultant hereby assigns to Mission Springs Water District all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in Mission Springs Water District pursuant to section above.
- m. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to the Consultant by the Mission Springs Water District or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of an Authorized Representative during the term of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.
- n. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the Mission Springs Water District or the Authorized Representative. The Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of service. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, Consultant shall provide access to such books and records to the Authorized Representative or his or her designees and shall give the Authorized Representative or his or her designees the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.
- o. This Agreement is personal to the Consultant. Any attempt to assign or subcontract any right or obligation hereunder by the Consultant shall be void unless approved in writing in advance by the Authorized Representative. Consultant's services pursuant to this Agreement shall be provided by the representative or directly under the supervision of the representative and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Mission Springs Water District, by and through the Authorized Representative.
- p. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.
- q. Consultant agrees to be familiar with and comply with all applicable federal, state, and local conflict of Interest laws, including, but not limited to, the Political Reform Act (California Government Code Sections 81000, et seq.) and California Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its officers, employees, associates, and subcontractors shall not, without the prior written approval of the Authorized Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict-of-interest statute.
- r. A waiver by the Mission Springs Water District of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or

any other term, covenant, or condition contained in this Agreement whether of the same or different character.

- s. The Consultant shall commence, carry on, and complete all required tasks with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry standards.
- t. No Third-Party Beneficiaries. The Mission Springs Water District shall not be obligated or liable under this Agreement to any party other than the Consultant.
- u. In no event shall the making by the Mission Springs Water District of any payment to the Consultant constitute or be construed as a waiver by the Mission Springs Water District of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the Mission Springs Water District while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Mission Springs Water District with regard to such breach or default.
- v. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing Party shall be entitled to receive from the losing Party all costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' and experts' fees paid or incurred in good faith.
- w. In the performance of the work required by this Agreement, Consultant shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the local County and Municipal Code, ordinances, regulations and policies.
- x. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.
- y. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be the Superior Court of Riverside County, California.
- z. This Agreement represents the entire Agreement between the Mission Springs Water District and Consultant with respect to the subject matter hereto and supersedes all prior oral or written negotiations, representations, or agreements. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns. In the event of any inconsistency between the provisions of this Agreement and Consultant's proposal or Quote, and Exhibits hereto, the provisions of this Agreement shall control.
- aa. Precedence of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.
- bb. Consultant will act hereunder as an independent contractor. This agreement shall not and is not intended to constitute Consultant as an agent, servant, or employee of the Mission Springs Water District and shall not and is not intended to create the relationship of partnership, joint venture or association between the Mission Springs Water District and Consultant.
- cc. Each of the signatories herein hereby represents that he or she has the authority to execute the Agreement on behalf of his or her contracting party.

- dd. This work is subject to the State of California "Prevailing Wage Rates". This work is subject to the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations (DIR) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work.

Pursuant to SB 854, no contractor or subcontractor may work on a public works project unless registered with DIR for contracts awarded on/after April 1, 2015. General Contractors shall ensure all subcontractors executing work under the contract are DIR registered. All public works contractors and subcontractors to furnish electronic certified payroll records directly to the Labor Commissioner using the California Division of Labor Standards Enforcement's online portal. Pursuant to Labor Code 1776, Contractor and all subcontractors shall submit certified payroll records and proof of e-CPR uploads, for all weeks of construction; progress payments may be withheld for noncompliance.

EXHIBIT A

SCOPE OF WORK

Annual Landscape Maintenance for District Facilities 2023-2024

GENERAL CONSIDERATIONS

This specification is for a full landscape maintenance program, as described herein, for the routine maintenance of approximately 38 sites located in the City of Desert Hot Springs, unincorporated area of Riverside County – Whitewater, and portions of North Palm Springs varying in degree of development. Contractor is to furnish all labor, equipment, materials, and supervision, except as otherwise provided herein, to perform landscape maintenance including but not limited to the following:

- a. Weeding and cultivating
- b. Trimming, pruning and training
- c. Mulching
- d. Litter removal
- e. Brush clearance
- f. Treatment and control of plant diseases
- g. Chemical weed control (at approved locations)
- h. Clean-up and debris removal
- i. Hardscape maintenance (i.e.: sweeping or blowing down concrete and or asphalt areas, crack and or gutter weed abatement)

In addition to the above maintenance items, the contractor is to repair vandalized landscape and hardscape.

FACILITIES

MSWD ADMINISTRATION CAMPUS

MSWD Administration campus is located at *66575 Second Street in the City of Desert Hot Springs*. Contractor shall provide **weekly** full landscape maintenance program based on the items mentioned above.

- *Administration Building - 66575 Second Street in the City of Desert Hot Springs*
- *Cell Tower – 66575 Second Street in the City of Desert Springs (East of the Administration Building)*
- *Annex Building – 66547 Second Street in the City of Desert Hot Springs*

MSWD WELL AND RESERVOIR SITES

	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	Woodridge Reservoir	12400 Woodridge Avenue	Whitewater
16	Cottonwood Reservoir	S/W Corner Cottonwood & Boulder	Whitewater
17	Valley View Reservoir	16263 Valley View Road	Desert Hot Springs
18	Overhill Reservoir	60755 Hilltop Road	Desert Hot Springs
19	Gateway Reservoir	61400 Pierson Blvd	Desert Hot Springs
20	Mission Lakes Reservoir	1000' N. of Augusta E. of Clubhouse	Desert Hot Springs
21	Annandale Reservoir	1000' N. of Annandale Road	Desert Hot Springs
22	Terrace Reservoir	66700 Terrace Way	Desert Hot Springs
23	Vista Reservoir	9030 Valencia Drive	Desert Hot Springs
24	High Northridge Reservoir	Across from 9755 Verbena Drive	Desert Hot Springs
25	Low Northridge Reservoir	Mission Lakes Blvd. E/ Verbena Ave.	Desert Hot Springs
26	Two Bunch Palms Reservoir	Casa Loma Rd S/ Rochelle Road	Desert Hot Springs
27	High Desert View Reservoir	Behind 12025 Highland Avenue	Desert Hot Springs
28	Low Desert View Reservoir	S/W Corner of Desert View and Mountain View	Desert Hot Springs
29	Quail Reservoir	Quail Trail E/ Long Canyon Road	Desert Hot Springs
30	Worsley Reservoir	11117 Worsley Road	Desert Hot Springs
31	Highland Reservoir	Redbud Road	Desert Hot Springs
32	Redbud Reservoir	12015 Redbud Road	Desert Hot Springs

Contractor to provide **monthly** landscape maintenance program based on the items mentioned above.

MSWD – WELL 33 SOLAR FIELD

MSWD Well 33 Solar Field is located at *19011 Little Morongo Road in the City of Desert Hot Springs*. Contractor shall provide **monthly** landscape maintenance program based on the items mentioned above.

MSWD - HORTON WASTEWATER TREATMENT PLANT

The Horton WWTP is located at *14601 Verbena Drive in the City of Desert Hot Springs*. Contractor shall provide a **monthly** landscape maintenance program based on the items mentioned above.

MSWD – NANCY WRIGHT REGIONAL WATER RECLAMATION FACILITY

The Nancy Wright Regional Water Reclamation Facility is located at *19999 Little Morongo Road in the City of Desert Hot Springs*. The Contractor shall provide a **quarterly** landscape maintenance program based on the items mentioned above.

MSWD DOS PALMAS LIFT STATION

MSWD DOS Palmas Lift Station is located at *66920 Dillon Road in the City of Desert Hot Springs*. Contractor shall provide **quarterly** landscape maintenance program based on the items mentioned above.

MSWD DESERT CREST

MSWD Desert Crest is located at *69521 Dillon Road in the City of Desert Hot Springs*. Contractor shall provide **quarterly** landscape maintenance program based on the items mentioned above.

EXHIBIT B

Bid Results

Bidder Details

Vendor Name Urban Habitat
Address P.O. Box 1177
 La Quinta, California 92247
 United States
Respondee Melissa Rexilius
Respondee Title Director of Maintenance
Phone 760-972-2195
Email melissa@myurbanhabitat.com
Vendor Type
License #

Bid Detail

Bid Format Electronic
Submitted 05/31/2023 10:24 AM (PDT)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 333443

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Exhibit B Public Works Contractor Registration Certification_MSWD_053023.pdf	Exhibit B Public Works Contractor Registration Certification_MSWD_053023.pdf	Exhibit B - Public Works Contractor Registration Certification
Exhibit C References_MSWD_053023.pdf	Exhibit C References_MSWD_053023.pdf	Exhibit C - References

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							\$18,200.0000		
1	1		Weekly Landscape Maintenance (1 time per week) - Administration Campus	EA	52	\$350.0000	\$18,200.0000	Yes	2 Man Crew 1 Day Per Week
Section 2							\$28,800.0000		
2	2		Monthly Landscape Maintenance (1 time per month) - Horton Wastewater Treatment Plant	EA	12	\$2,400.0000	\$28,800.0000	Yes	2 Man Crew 1 Time Per Month. 1 Full Week Per Month to cover all well sites
Section 3							\$10,500.0000		
3	3		Monthly Landscape Maintenance (1 time per month) - MSWD Well & Reservoir Sites	EA	12	\$875.0000	\$10,500.0000	Yes	2 Man Crew 1 Time Per Month
Section 4							\$10,500.0000		
4	4		Monthly Landscape Maintenance (1 time per month) - MSWD Well 33 Solar Field	EA	12	\$875.0000	\$10,500.0000	Yes	2 Man Crew 1 Time Per Month
Section 5							\$2,100.0000		
5	5		Quarterly Landscape Maintenance (4 times per year) - MSWD Dos Palmas Lift Station	EA	4	\$525.0000	\$2,100.0000	Yes	2 Man Crew 1 Time Per Quarter
Section 6							\$2,100.0000		
6	6		Quarterly Landscape Maintenance (4 times per year) - MSWD Desert Crest	EA	4	\$525.0000	\$2,100.0000	Yes	2 Man Crew 1 Time Per Quarter
Section 7							\$2,100.0000		
7	7		Quarterly Landscape Maintenance (4 times per year) - MSWD Nancy Wright Regional Water Reclamation Facility	EA	4	\$525.0000	\$2,100.0000	Yes	2 Man Crew 1 Time Per Quarter

Line Item Subtotals

Section Title	Line Total
Section 1	\$18,200.0000
Section 2	\$28,800.0000
Section 3	\$10,500.0000
Section 4	\$10,500.0000
Section 5	\$2,100.0000
Section 6	\$2,100.0000
Section 7	\$2,100.0000
Grand Total	\$74,300.0000

EXHIBIT C

Term, Early Termination & Notice

Annual Landscape Maintenance for District Facilities 2023-2024

A. Term of Agreement

This professional services agreement shall be effective upon approval by the parties thereof and shall expire upon (1) one year from the effective Agreement DATE therein. This contract also terminates and replaces any previous agreements between the District and Urban Habitat for Annual Landscape Maintenance for District Facilities 2023-2024 in force prior to the effective date of this agreement.

B. Early Termination of Agreement

This agreement may be terminated at any time upon a thirty (30) day written notice from either party, and without fault or claim for damages by either party.

C. Notice

All correspondence and Notices will be sent to the following addresses as noted below for Mission Springs Water District and Urban Habitat.

OWNER

Attn: Chad Finch
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

CONSULTANT

Attn: Melissa Rexilius
Urban Habitat
47530 Washington Street St. #A
La Quinta, CA 92253