

**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 - 5 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, 2022

PROJECT DIR#: _____

TITLE: **Annual Landscape Maintenance for District Facilities 2022-2023**

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 \$70,100.00

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: _____
Geoff Hayball
Title Dir. of Landscape Maintenance

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

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 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 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), 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. Auto 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".
 - 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.

EXHIBIT A

SCOPE OF WORK

Annual Landscape Maintenance for District Facilities 2022-2023

GENERAL CONSIDERATIONS

This specification is for a full landscape maintenance program, as described herein, for the routine maintenance of approximately 36 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. Irrigations and sprinkler system maintenance;
- c. Maintaining irrigation system and landscape drawings (as available);
- d. Watering;
- e. Trimming, pruning and training;
- f. Mulching;
- g. Litter removal;
- h. Brush clearance;
- i. Treatment and control of plant diseases;
- j. Applying herbicides;
- k. Chemical weed control;
- l. Clean-up and debris removal;
- m. 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 sprinkler systems, 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.

MSWD - Horton Wastewater Treatment Plant

MSWD 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 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 and 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 Club House	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 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

REQUIREMENTS

1. **STANDARD OF PERFORMANCE.** It is the intent of this maintenance contractor to provide a level of maintenance that will present a pleasing and desirable appearance at all times. The Contractor is to maintain all designated areas covered by these specifications at such a level. The District shall be the sole judge as to the adequacy of the contractor's maintenance of the appearance of the sites.
2. **SCHEDULE AND NOTIFICATION.** 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. 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
 - Major Tree Removal
 - Applying pesticides or herbicides
3. **NOTICE OF ADVERSE CONDITIONS.** When conditions exist such that additional work outside the scope of this contract is needed to prevent the loss or injury of plants, material, slopes, structures, or other District property, the Contractor shall notify the District in writing, setting forth the adverse condition and providing a recommended solution, if any. The District expects the Contractor to be proactive with regards to identifying and reporting adverse conditions.
4. **REPORTING DAMAGE.** The Contractor will report, without delay, any damage to the sites covered by these specifications, and the Districts equipment or other property located on the sites, regardless of whether caused by his own acts, the acts of others or acts of the District.
5. **REPAIR OF DAMAGE.** The Contractor will be responsible to promptly repair all defective work and damage caused by their work, or lack of work, at no cost to the District. Replacement of damaged irrigation systems or other facilities shall be the same kind as those previously existing.
6. **KEYS AND LOCKS.** Prior to starting work, the District will furnish and check out/assign to the Contractor a reasonable number of keys and or remotes to the sites. The Contractor shall be responsible for the distribution of these keys and or remotes to responsible employees and shall take all steps to prevent the unauthorized use of the keys. At the end of the fiscal year

or at termination of contract, Contractor will be required to return all keys and or remotes to the District.

7. **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 outside of these hours or days will require approval from the District.
8. **BUSINESS LICENSE.** The Contractor shall possess a valid City of Desert Hot Springs business license.
9. **CONTRACTOR LICENSE/BONDING.** The Contractor shall be bonded and insured and hold a valid Contractor's license issued by the California Contractor State License Board.
10. **PREVAILING WAGE.** 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 contract 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.

MAINTENANCE REQUIREMENTS

1. **WATERING.** Contractor shall determine an efficient watering schedule for all sites accordingly and shall adhere to this schedule.
2. **WEED CONTROL.** All areas shall be maintained in a weed free condition. Hand removal of all weeds will be the eradication method unless otherwise approved by the District.
3. **TRIMMING.** Shrubbery shall be trimmed and shaped according to industry standards, which varies by species, to encourage healthy growth habits. Shrubbery shall be trimmed back from electrical cabinets, doorways, gateways, walkways, fences and property lines so that an unobstructed access is always maintained. All brush shall be removed from at least five (5) feet from any boundary fence. Shrubs and brush shall be trimmed to maintain a minimum six (6) foot clearance from any structure.
4. **WEEDING.** Sites shall be maintained in a weed-free condition. Hand weeding shall be performed on every site visit per the submitted schedule.

5. **MULCHING.** Where applicable, plant areas shall be cultivated and mulched at all times with a minimum of two-inch depth and a maximum of four-inch depth when allowed to maintain plant vitality. Contractor shall maintain all mulch/ground cover areas and add as needed. Contractor shall notify District when mulch is needed. District will provide mulch to contractor for use.
6. **DISEASE CONTROL.** The Contractor shall inspect all landscaping for signs of disease and distress, shall take all reasonable steps to cure the disorder. When the condition is not feasible to cure, the Contractor shall submit a report stating the lack of cure or reason for unfeasibility. The cost of diagnosing and treating plant diseases shall be borne by the Contractor.
7. **TREE TRIMMING.** Contractor shall perform tree trimming a minimum of every year, removing suckers and cross branches. Dead and diseased wood and damaged branches shall be removed back to a side branch. Thin-out, shape and head back trees to provide a pleasing appearance and a sound, strong form. Vine tendrils shall be removed to the ground in a manner which will not injure the tree or scar the trunk. The District must be notified in advance to tree trimming.
8. **WIND DAMAGE.** The Contractor shall be responsible for the removal of trees, or limbs that fall as a result of high wind. In extreme cases when fallen trees are obstructing walkways or when it inhibits regular performance of staff, removal must be done within 24 hours of falling. Fallen trees shall be taken out by the root. The hole shall be filled in and the area leveled to the natural grade and contours.
9. **WALKWAYS AND DRIVEWAYS.** Where applicable, walkways, driveways, and parking lots shall be cleaned of all foreign substances and must be performed during each visit.
10. **LITTER REMOVAL.** Litter shall be removed from all sites on each visit per submitted schedule.
11. **HERBICIDE USE AT RESERVOIR/WELL SITES.** No herbicides of any type may be used around wells, concrete reservoirs, underground or subsurface reservoirs. Vegetation must be physically removed in these cases.
12. **IRRIGATION/SPRINKLER SYSTEMS.** The contractor shall maintain the complete irrigation system in an operable condition including but not limited to pressure pipes from the water meter to the control valves, all sprinkler pipes, all manual and automatic valves used for the sprinkler systems, anti-siphon valves sprinkler heads, anti-drain valves, electrical wiring from the controller to the solenoid valves, strainers, filters, pressure regulators, automatic controllers, valve boxes, emitters, and driplines.

EXHIBIT B

Bid Results

Bidder Details

Vendor Name Urban Habitat
Address P.O. Box 1177
La Quinta, California 92247
United States
Respondee Geoff Hayball
Respondee Title Director of Landscape Maintenance
Phone 760-345-1101
Email Geoff@myurbanhabitat.com
Vendor Type
License #

Bid Detail

Bid Format Electronic
Submitted 05/23/2022 2:50 PM (PDT)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 292784

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Mission Springs Water District.pdf	Mission Springs Water District.pdf	General Attachment

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			Weekly Landscape Maintenance (1 time per week) - Administration Campus	Each	52	\$350.0000	\$18,200.0000	Yes	2 Man Crew 1 Day Per Week
Section 2							\$28,800.0000		
2			Monthly Landscape Maintenance (1 time per month) - Horton Wastewater Treatment Plant	Each	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			Monthly Landscape Maintenance (1 time per month) - MSWD Well & Reservoir Sites	Each	12	\$875.0000	\$10,500.0000	Yes	2 Man Crew 1 Time Per Month
Section 4							\$10,500.0000		
4			Monthly Landscape Maintenance (1 time per month) - MSWD Well 33 Solar Field	Each	12	\$875.0000	\$10,500.0000	Yes	2 Man Crew 1 Time Per Month
Section 5							\$2,100.0000		
5			Quarterly Landscape Maintenance (4 times per year) - MSWD Dos Palmas Lift Station	Each	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
Grand Total	\$70,100.0000

Mission Springs Water

District

66575 2nd Street

Desert Hot Springs, CA 92240

**URBAN
HABITAT**

Submitted by:

Who we are

Urban Habitat offers a biodynamic and non-synthetic approach to sustainable landscape services. What this means, is that we work with nature and realize that everything in our landscapes are part of one organism. Biodynamics teaches us that the soil is alive and the degree of this aliveness determines the health and vibrancy of the growing plant life. Think of it this way, we feed the soil and ensure it is healthy and alive. This soil is what in turn feeds the plant.

At Urban Habitat, we invest in keeping the landscape environment beautiful, consciously. Our philosophy is “Nature’s Workforce,” chosen because we believe that if Mother Nature had to choose a landscape maintenance company, she would chose us.

Our water management practices help to conserve water by using water more appropriately and creating less waste. Our “grass-cycling” helps to reduce your need for fertilizer by up to 30%. Our use of low emission powered equipment emits less CO₂ into our o-zone. We only use organic and environmentally friendly pesticides and herbicides - which means it is safe for your community to walk and play on immediately following application - unlike with synthetic applications. These practices, we like to call sustainable landscaping, is why we are “Nature’s Work Force,” creating a healthier, and greener environment and tomorrow.

Urban Services

Landscape services is often a major expense to HOA Communities, since the appearance of the landscape is important to the community’s reputation and to the protection of community property values. By properly contracting for these services, a HOA can save money and extend the life of plants.

Our sustainable landscape management program combines regular maintenance visits and seasonal services plants need to stay healthy and look great. Our organic products and methods include corn gluten to fertilize and prevent weed growth; our own “compost-tea” to fertilize; and aeration for reducing soil impaction while increasing soil infiltration.

- **Landscape Maintenance Services:** Our management teams are trained to keep landscapes beautiful with minimal impact on the environment, without further

endangering neighborhood pets, local wildlife and beneficial insects; as well as creating a safer community for our friends and families.

- **Sustainable Pest Management:** Integrated Pest Management (IPM) minimizes pesticide usage and relies upon continuous monitoring to determine pest-caused injury levels and the use of a variety of less toxic methods of pest control.
- **Irrigation Management:** Our irrigation specialists are Certified Landscape Irrigation Auditor (CLIA) trained and experienced with all aspects and functions of water conserving systems to ensure optimum water usage for all areas.
- **Landscape Installation Services:** Urban Habitat covers a wide scope of landscape and irrigation installation work. We have the resources and capability to complete virtually any project, regardless of size or complexity.
- **Landscape Design Services:** We understand that occasionally landscapes need to be updated or revived. Our designer is local to the Coachella Valley and is experienced in providing a unique aesthetic and quality, bringing value to any landscape.

Landscape Maintenance Proposal

Maintenance Specifications

Urban Habitat shall maintain Mission Springs Water District common landscape areas in accordance with the following specifications. The intent of this agreement is to ensure that the above named property receives continuous quality maintenance to all landscape areas within the property boundaries. Urban Habitat will endeavor to perform this service in a timely, clean, orderly, safe and professional manner.

Urban Habitat shall keep close communication with the property owner and/or its representative regarding your landscape program, current conditions and any problem areas. Urban Habitat shall offer advice, make recommendations and offer proposals that are intended to facilitate both short and long-term landscape objectives for the good of the community.

Turf Care

Turf shall be mowed on a scheduled basis to maintain a neat appearance and to promote healthy growth. Turf shall be cut at a uniform height and be cut with sharp blades at all times. Care will be exercised during mowing operations to prevent damage to trees and other obstacles in the turf area.

All turf edges adjacent to any hardscape areas shall be trimmed as needed to maintain a neat appearance. Care shall be exercised to the use of edger's and weed eaters to prevent damage to trees, building surfaces, walls, headboard, light fixtures, signage, etc.

Urban Habitat will mow all turf areas with mulching mowers, eliminating landfill "green waste". All turf cuttings will be re-used to reduce fertilization costs.

Fertilization is included in this proposal, and will be applied three times annually. Fertilization of turf shall consist of a commercial organic type, either in liquid or granular form. Additional soil amendments may be applied per the results of the soils test and recommendations for treatment shall be made on a case-by-case basis. All treatments shall be approved by an "Additional Work Authorization" contract.

Shrub/Groundcover Care

Shrubs and groundcover shall be pruned to perform and attain a desired aesthetic appearance while maintaining natural characteristics. Pruning shall be as required for appearance, general containment and safety. Landscape debris generated as a result of Urban Habitat shall be removed and recycled off site.

Fertilization of shrub/groundcover is included in this contract and will be conducted four times per year. Fertilization of shrubs shall consist of a commercial organic type, either in liquid or granular, or to maintain healthy soils by incorporating organic matter, making regular pH adjustments.

Tree Care

All trees will be continually pruned in accordance to International Society of Arboriculture (ISA) and ANSI standards and practices, to maintain the integrity of the tree and clear all walkways and roads. Trees will be maintained in a fashion to encourage the natural form and shape of the tree. Staking and guying will be inspected and adjusted to prevent girdling damage to trunk or limbs.

Fertilization of trees is included in this contract and will be conducted three times per year. Fertilization of trees shall consist of a commercial organic type, either liquid or granular, or to maintain healthy soils by incorporating organic matter, making regular pH adjustments.

Integrated Pest Management

Urban Habitat, uses Integrated Pest Management (IPM) decision-making process for managing pests, and is included in this proposal. Pesticide applications will be targeted to the area suffering damage, and not the entire landscape. Urban Habitat uses a combination of:

- Physical or Mechanical Controls (hand labor, mowing)
- Cultural Controls (mulching, disking, plant type)
- Reduced Risk Chemical Controls (soaps, oils)

IPM method uses the least hazardous pesticides only as a last resort for controlling pests and for the protection of your environment and community.

Rodents

Urban Habitat shall not be responsible for damage caused by rodents (not limited to gophers, squirrels, rabbits, etc.). Recommendations for treatment shall be made on a case-by-case basis. Urban Habitat will notify the property owner and/or their representative of any rodent eradication action needed. Urban Habitat will be responsible for the labor & material needed to eradicate rodents.

Weed Control

Urban Habitat will be responsible for the labor needed to eradicate weeds (both pre and post-emergent)

Irrigation Management

Controllers shall be adjusted to Urban Habitat sustainable practices and for the healthy growth of landscape areas. Repeat cycles will be utilized to eliminate water run-off and aid in water conservation. System operation shall be set at night or early mornings to reduce water evaporation and adhere to local water conservation practices.

Irrigation will be adjusted and cleaned as necessary for maximum efficiency. Sprinkler heads shall be kept clear of overgrowth, debris, or obstructions. All irrigation systems shall be tested and observed to verify effectiveness and ensure proper system operation.

Irrigation Repair

Needed repairs from normal wear and tear are included in this contract, up to 1" in diameter for pipe, nozzles, and fittings. Any vandalism, accident or other unforeseen events will be

reported to the property representative immediately. Urban Habitat will also notify the property representatives of corrective repairs needed and are in addition to this contract. Any additional work will be completed under a separate approved “Additional Work Authorization” contract.

Drainage

All landscape drainage devices such as concrete bench drains, swales, etc. will be routinely inspected and kept free of all debris, vegetation, soil, etc. which would deter their proper intended function.

Backflow Testing

Backflow testing will be provided with the replacement of the backflow device. Replacement of the backflow device will be completed under a separate approved “Additional Work Authorization” contract.

Hardscape Areas

Planter areas shall be kept free from normal litter and debris. Weeds in cracks in pavement, property sidewalks, shall be hand pulled or sprayed with organic herbicide. All areas shall be cleaned of debris resulting from Urban Habitat work. Urban Habitat practices strict SWPP’s company policies.

Regular Rotation Schedule

This rotation schedule illustrates how often our crews will cycle through the project.

	Weekly	Bi-Weekly	Monthly	Quarterly
Mowing & Edging				
Litter/Debris Removal	X		X	X
Irrigation Adjustment	X		X	X
Monuments/Gates Detail	X		X	X
Weed Control	X		X	X
Tree Pruning				4X
Detail Planters	X			
Flowerbed Detail		X		
Aeration				
Over seeding				
Fertilization - Turf				
Fertilization - Trees				2X Annual
Fertilization - Shrubs				2X Annual
Fertilization - Groundcover				
Herbicide Application			X	
Pest Control			X	
Hardscape/Mailbox Areas				

Additional Provisions

Warranty

Warranties are for newly installed plant material only, and must be installed by Urban Habitat. Warranties are as follows:

- 90-day warranty will be granted on plant material of 1, 5 and 15 gallon sizes.
- One-year warranty for all trees 15 gallons and larger.

Plants damaged by acts of God, animals or vandalism are not covered by the warranty.

Holidays

Urban Habitat office and field personnel observe all federal holidays and additionally Good Friday, Friday after Thanksgiving, and Christmas Eve and New Year's Eve.

Good Faith Clause

If the property owner and/or its representatives cannot be reached, Urban Habitat shall use its best judgment to make immediate repairs at "Time and Materials" rates to prevent additional damage or expense to its clients. All work will be billed in addition to this contract.

After Hours Work

After hours/weekend service calls are billed at premium rate plus materials. Emergency services are available 24 hours/seven days a week. Normal operating hours are 7am-4pm.

Force Majeure

Neither party shall be considered in default of this agreement or be liable for damages for any failure of performance hereunder occasioned by the act of God, force of nature, war or warlike activity, insurrection or civil commotion, labor dispute, transportation delay, provided the party effected gives prompt notice to the other. Vandalism and catastrophic and/or unusual events resulting in damage to Mission Springs Water District Sites may result in additional costs.

Company Personnel:

This proposal for the Mission Springs Water District Well Sites includes all necessary personell and equipment to successfully maintain the designated areas above personell standards & expectations. All company personnel will be in a dress code with company vests using proper protection equipment. Personnel shall be courteous to homeowners at all times. Occasionally, field personnel may be absent to attend continuing education or industry related classes. Personnel are released during unsafe working conditions, not limited to, extreme weather events, natural disasters or other acts of God.

Quality Control Meetings:

Urban Habitat representative shall meet the HOA or its representative upon proper notification. Urban Habitat shall be notified ten (10) days in advance of such meetings. Site visits/walks are also desired to assist in good communication.

Additional Terms And Conditions

Payments and the Right to Stop Work: Contractor shall have the right to stop work if any payment is not made to Contractor when due under this agreement. Contractor may keep the job idle until all payments due are received. In the event that collection efforts are initiated against the Owner, Owner agrees to pay for all associated fees at the posted rates. If any check received from the Owner does not clear our bank, Owner can be liable for three times the amount of the check, up to \$500.00, not less than \$100.00, plus the face value of the check, as set forth on California Civil Code Section 1719. These remedies are in addition to any other remedy that Contractor may have. A failure by Owner to make payment when due, is a material breach of this agreement. Urban Habitat shall not be responsible for any landscape damage caused by work stoppage due to late payments.

Proposed Offer

Labor Work force per HOA specifications will be as follows:

- a. Labor to successfully maintain common areas meeting the required Standards
- b. Mow Crew to successfully maintain HOA turf areas meeting the HOA Community Standards
- c. 1 Supervisor
- d. 1 Account Manager
- e. 1 QAL Supervisor
- f. 1 Arborist

Terms and conditions for environmentally friendly **Landscape Maintenance** to be provided in conformance with this agreement for the monthly sum of **Five Thousand Nine Hundred Twenty Five with no cents (\$5,925 Average) per month (\$70,100 Annually) for Mission Springs Water District Designated Areas.**

This agreement is for a period of one year and is automatically renewed each contract anniversary date. Pricing is locked in for a one year period upon renewal is subject to a 5% increase. A change in the scope of this agreement and/or specification will be subject to a cost increase. Invoices are due within 30 days of billing date, or are subject to a 1-½% per month service charge (18% annual rate). Urban Habitat shall have right to stop work until all payments due have been received and paid, under the terms of this agreement.

Owner and Urban Habitat retain the right to terminate this agreement upon 30 days notice by Certified Mail. Owner agrees to pay all materials, extra work and pro-rated service for the period up to and including termination date.

This maintenance proposal is good for 120 days following first submittal.

** Property must be brought to acceptable standards prior to commencement date. Alternatively a separate approved "Additional Work Authorization" contract may be utilized upon commencement in order to accomplish this.

** Prior to commencement, irrigation systems must be tested and a report provided to owner/representative for review and consideration.

Accepted and executed this _____ day of _____ 20____

By: _____

Name: _____

Urban Habitat Representative: _____

Signature: _____

Exhibit A - Standard Unit & Rates Sheet

The below rates and unit prices are for work approved and completed outside of the proposed maintenance specifications and should be used as a guideline only for any costs associated with future proposed work.

<u>Item</u>	<u>Unit of Measure</u>	<u>Cost</u>	<u>Minimum Quantity</u>
<u>Labor*:</u>			
Laborer	EA	\$32.00/hr	4hr min
Irrigation Technician	EA	\$68.00/hr	2hr min
Foreman w/truck	EA	\$68.50/hr	4hr min
Superintendent w/truck	EA	\$70.00/hr	4hr min
Emergency Response	EA	\$65.00/hr	Portal-Portal
<u>Irrigation Repairs</u>			
Materials	EA	Cost + 25%	None
<u>Plant Material (Installed with Fertilizer Mix):</u>			
Annual Color	Flat	\$30.00	None
Potted Annual Color	4" flat	\$32.50	None
Groundcover	Flat	\$28.00	None
1 Gallon Shrub**	EA	\$16.00	None
5 Gallon Shrub**	EA	\$32.00	None
15 Gallon Shrub**	EA	\$115.00	None
15 Gallon Tree**	EA	\$125.00	None
24" Boxed Tree**+	EA	\$375.00	None
36" Boxed Tree**+	EA	\$875.00	None

* Laborer crew must have foreman w/truck

** Exotic/Native/Premium plant prices may vary

+ Crane or tractor for tree installation is extra

Exhibit B - Integrated Pest Management Information

Integrated Pest Management (IPM) approach involves treating the landscape as an ecosystem. Rather than routinely scheduling pesticide applications, IPM focuses on regular monitoring and prevention of pests or their damage. It combines several methods of pest management, which reduce impacts on human health, non-target organisms, the environment, and surface and groundwater. Monitoring is an essential part of landscape maintenance.

An IPM approach determines if and when pest management measures are needed by regularly monitoring pests and their natural enemies. IPM employs physical, mechanical, cultural, biological, and chemical controls. It is important that turf and other vegetation be inspected during each visit for indications of pest problems. Pesticides should only be used when necessary and the decision to apply a pesticide must be supported by monitoring records (IPM Field Reports). Pesticide applications should be targeted to the area suffering damage, not to the entire landscape. Materials least harmful (least toxic) to the environment, based on UF/IFAS recommendations, should be used before using more harmful (more toxic) materials, and treatments should be evaluated to determine their effectiveness.

Exhibit C - Business Information

Office Locations

Physical Address

47530 Washington St #A
La Quinta, CA 92253

Office: 760.345.1101

Fax: 855.469.4224

24 Hr. Toll Free: 855.469.4224

Mailing Address

PO Box 1177
La Quinta, CA 92247

License Information

CA License A, C-27, C-61/D49

License # 963744

QAL-B

Brett Brennan, License #133419

ISA Arborist

Brett Brennan, License #WE-11843A

Insurance Carrier Information

Worker's Compensation Insurance

Insurance Company of the West WSD503477100

Limited Liability Insurance

Wesco Insurance Company, Inc. WPP-150830200

Auto Liability

Wesco Insurance Company, Inc. WPP-150830200

Excess Coverage (Umbrella)

Great American Alliance Ins. Co. XS9952901

EXHIBIT C

Term, Early Termination & Notice

Annual Landscape Maintenance for District Facilities 2022-2023

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 2022-2023 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: Geoff Hayball
Urban Habitat
47530 Washington Street St. #A
La Quinta, CA 92253