

PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

Scope Landscape Management, Inc.

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Professional Landscape Maintenance at Various County of Nevada Facilities**

SUMMARY OF MATERIAL TERMS

- (§2) **Maximum Contract Price:** \$33,100
- (§3) **Contract Beginning Date:** 07/01/2017 **Contract Termination Date:** 06/30/2018
- (§4) **Liquidated Damages:** \$0 per day

INSURANCE POLICIES

Designate all required policies:		Req'd	Not Req'd
(§6)	Commercial General Liability (\$1,000,000)	<u>✓</u>	<u> </u>
(§7)	Automobile Liability (\$ 300,000) Personal Auto	<u> </u>	<u>✓</u>
	(\$1,000,000) Business Rated	<u>✓</u>	<u> </u>
	(\$1,000,000) Commercial Policy	<u> </u>	<u>✓</u>
(§8)	Worker's Compensation	<u>✓</u>	<u> </u>
(§9)	Errors and Omissions (\$1,000,000)	<u> </u>	<u>✓</u>

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses: California C27 Landscaping Contractor's License

NOTICE & IDENTIFICATION

(§26) Contractor:	County of Nevada:
Scope Landscape Management, Inc.	Facilities Management
PO Box 2991	10014 N. Bloomfield Road
Grass Valley, CA 95945	Nevada City, California 95959
Contact Person: Michael Ford	Contact Person: Tom Coburn
(530) 274-9999	(530) 470-2637
e-mail: mike@scopelandscape.com	e-mail: tom.coburn@co.nevada.ca.us

Contractor is a: (check all that apply)

Corporation:	<u>✓</u> Calif.	<u> </u> Other	<u> </u> LLC	<u> </u> Non-profit
Partnership:	<u> </u> Calif.	<u> </u> Other	<u> </u> LLP	<u> </u> Limited
Person:	<u> </u> Indiv.	<u> </u> Dba	<u> </u> Ass'n	<u> </u> Other

EDD: Independent Contractor Worksheet Required: Yes ✓ No

HIPAA: Schedule of Required Provisions (Exhibit D): Yes ✓ No

ATTACHMENTS

Designate all required attachments:	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>✓</u>	<u> </u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>✓</u>	<u> </u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u> </u>	<u>✓</u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u> </u>	<u>✓</u>

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. **Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule") . If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. **Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. **Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. **Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. **Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. **Commercial General Liability Insurance:** (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

(i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

16. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:

COUNTY OF NEVADA:

Name:
Title:

Honorable Hank Weston
Chair, Board of Supervisors

Dated: _____

Dated: _____

Attest: _____
Julie Patterson Hunter
Clerk of the Board

EXHIBIT "A"

SCHEDULE OF SERVICES

Contractor shall provide professional landscape maintenance services for the County of Nevada at various locations. The specific services required and the frequency with which the services are to be provided varies by location. The following are the required services to be performed.

GENERAL SCOPE OF SERVICES

- 1) Provide regular, weekly maintenance services as outlined in this Schedule of Services and the Weekly Checklists for the project site.
- 2) Examine the landscape, including irrigation, on a weekly basis, looking for problems or potential problems with the landscape.
- 3) Provide at Contractor's own risk all labor, materials, tools, equipment, insurance, transportation, hauling, dumping, and all other items needed to provide the required services.
- 4) Make minor replacements and repairs to the landscape facilities as part of the required weekly maintenance work. Report to the County within one week of occurrence all items that need replacement or repair. A minor item would be something that takes less than 15 minutes to repair by skilled workers using minimal replacement parts. Some specific guidelines for determining if an item is minor or major are given in the section pertaining to each item. The Contractor shall be available to perform additional work related to the landscape maintenance as may be authorized in writing by the County. Such work shall be non-minor items relating to landscape care, which are not a part of the normal maintenance work as outlined in this specification.

Any facilities or property damaged or destroyed as a result of the Contractor's operations at the site shall be repaired or replaced at the Contractor's expense.

Contractor shall take all reasonable precautions required to protect plants from abnormal temperatures.

DETAILED SCOPE OF SERVICES

1) CARE OF PLANTED AREAS

A. Trees:

1. Trees shall be maintained in a healthy, vigorous, growing condition, free from disease and large concentrations of pests.
2. Prune trees only to remove dead, diseased, broken, dangerous, or crossing branches, and as required below. Pruning of this type is a minor, non-reimbursable, cost to be included as part of the regular maintenance.
3. Prune trees only in appropriate months. Prune in accordance with generally accepted standards for proper pruning.
4. Discard all tree trimmings off-site using a legal method.
5. Any tree found to be dead or missing shall be reported to the County. A written quote for replacement shall be submitted within two weeks of the loss. Replacement must be approved by the County prior to planting.
6. Replacement trees shall be approved for size and appearance by the County prior to planting. Replacement trees shall be double staked with 2 inches (5 cm) diameter stakes unless otherwise approved by the owner's authorized representative. Place 6 slow-release fertilizer tablets in backfill material, evenly spaced around root ball, but not touching the root ball.
7. Remove tree stakes from trees when the trunks are larger than 2 inches (5 cm) caliper and the trees are able to support themselves. Remove stakes from site and dispose of by a legal method. Recycle used stakes if possible.

8. Once a year, prune all trees to encourage a high-branching structure. Remove all non-structural branches between the ground and a point half the tree's total height (for very tall trees don't remove branches higher than 20' [6 m] above the ground). Exception to the above: trees planted for screening purposes, such as those at rear perimeters of many sites shall not be pruned except as needed to remove dead, diseased, broken, dangerous, or crossing branches. Some municipalities prohibit pruning trees without a permit.
9. A vertical clearance of 114 inches is required above all parking spaces. A vertical clearance of 80 inches is required above all walkways. Trim trees to remove all limbs within these areas.

B. Shrubs and Vines:

1. Shrubs and vines shall be kept in a healthy, vigorous condition, free from disease and large concentrations of pests.
2. Shrubs shall be pruned only as needed to remove branches that are dead, broken, extending beyond the face of curbs or sidewalks, or are climbing building walls (unless they are intended to climb the wall, such as climbing vines). Formal hedges and topiary shall be regularly pruned to maintain a uniform height and width. Except as noted previously, allow the shrubs to grow unpruned to their natural sizes!
3. Shrubs uniformly planted in rows, where it is clear the intent was to create a hedge, shall be pruned so as to encourage a hedge. Shrubs in hedges shall be encouraged through pruning to form a dense, continuous, hedge, branching fully to the ground. All other shrubs shall be pruned only as required for safety, visibility, and plant health, and allowed to develop into the natural shapes expected of the plant variety. Do not shear shrubs into topiary (shapes) unless specifically instructed to do so in writing by the County.
4. Allow shrubs three (3) months to rejuvenate following a hard frost prior to pruning or replacing.
5. Any shrubs found to be dead or missing notify the County.
6. Replacement shrubs shall be at least 18 inches (45 cm) in height when planted, unless otherwise approved by the County. Place 2 slow-release fertilizer tablets in backfill material, 6 inches (15 cm) deep on opposite sides of the root ball, but not touching the root ball.

C. Groundcover:

1. Groundcover shall be maintained in a healthy, vigorous, growing condition.
2. Any groundcover found to be dead or missing shall be replaced with plant material of identical species at the Contractor's expense, unless the loss was due to excluded damage.
3. Keep groundcover trimmed back from sidewalks, curbs, and paved areas on a weekly basis. Do not create vertical edges when pruning groundcover. Cut the edges at an angle /--\ for a more natural appearance and healthier plants.
4. If regular foot traffic through a planter is preventing the groundcover from reaching full coverage of the soil, contact the County to discuss options for redirecting the foot traffic. Consider installing pavers, stepping stones, a concrete walk, a gravel path, and/or barriers to redirect pedestrians. Provide costs for these options to the County.

D. Fertilizer:

1. Foliar applied fertilizer shall be water soluble and non-burning. Formulation shall be 15-30-15 or similar. Apply at manufacturer's maximum recommended concentration for plant type. Saturate the entire foliage of each plant with foliar spray until it runs off.
2. Granular fertilizer shall be 16-16-16 formulation or similar, applied at maximum label rate for plant type at 90 day intervals. Water immediately after applying to move the fertilizer into the soil and wash the fertilizer off of plant surfaces.
3. When applying granular fertilizers to drip-irrigated areas, the fertilizer must be washed in by hand or rainfall before turning on the drip system. Running the

drip system immediately after application will push the fertilizer away from the emitters, resulting in a high concentration of fertilizer at the edge of the wetted zone. This highly-concentrated fertilizer can kill or damage plants. It is recommended that granular fertilizers be applied to drip-irrigated areas only in early spring, just prior to a moderate rainfall.

4. Itemized receipts for fertilizer and other required soil amendment purchases (or for services of a fertilizer application company) must be submitted to the County as proof of application. The Contractor shall submit the receipts together with the next regular billing. Failure to submit receipts may result in payment delays or partial payment. Receipts must show the name and phone number of the seller and the date of sale. Receipts must also be itemized, showing the total quantity and description of each item. Prices and unrelated purchases may be blacked out.

E. Weed control:

1. Weeds in planted areas, sidewalks, curbs, gutters, or pavement shall be removed or killed weekly as the weeds emerge. Weeds shall be removed (not just killed) if they are larger than 2 inches (5 cm) in height or diameter. Dispose of weeds off-site. Pre and post-emergent herbicides may be used at the Contractor's option. No additional payments will be made for herbicide applications. The cost of all weed control work shall be included in the contract price for landscape maintenance. Regular maintenance of the mulch or decorative rock layer will help minimize weeds in shrub and groundcover areas.

F. Mulch and/or Rock Layer:

1. Soil mulch and/or rock layer shall be cared for as needed to create and maintain an even and uniform appearance over the visible soil surface of each planter area.
2. The Contractor shall add additional mulch and/or decorative rock regularly to maintain a layer no less than 2 inches (5 cm) deep at all times in shrub planters. Decomposition of organic mulch is considered normal wear and tear and replacement of decomposed mulch shall be made by the Contractor as part of this contract. Mulch and/or decorative rock are not required in areas where plant foliage completely covers the soil surface, such that the soil is not visible through the foliage. Note: only 2 inches (5 cm) of mulch is required, however maintaining a deeper layer of mulch and/or decorative rock greatly reduces the labor and chemicals needed to control weeds, reduces water use, and helps the plants stay healthy.
3. Replacement of large amounts of mulch and/or decorative rock (over one cubic yard) which has been stolen, vandalized, or washed away by a single storm will be paid as additional work. Submit a quote for the work to the County.
4. Any mulch or decorative rock found outside planter areas shall be returned to the planter on a weekly basis.
5. Mulch and/or decorative rock shall be uniform in color and appearance, and free of leaves, sticks, or trash. Mulch may be chipped or shredded wood, bark, or decorative rock. When replacing existing mulch, use a mulch product that is similar in appearance to that already at the site.
6. In areas of the site where wood-based mulch frequently washes away, submit a quote for replacement of the organic mulch with decorative rock having a similar color.
7. Replacement rock shall be same size and color as existing decorative rock on site. In the event no rock still exists, the decorative rock used shall have a maximum diameter of 3/4 inch (2 cm) and a minimum diameter of 3/8 inch (1 cm).

G. Lawns:

1. Lawns shall be kept in a healthy, vigorous, condition, free of disease and pests, except as noted below.
2. Lawn height shall not exceed 5 inches (13 cm) at any time.
3. Mow, edge, and trim lawns weekly or as required to maintain an even, well-groomed appearance.
4. Remove visible lawn clippings and dispose of them off-site in a legal manner. The Contractor is encouraged to use mulching mowers which cut clippings into small pieces that sift down into the lawn.
5. Weeds shall be controlled in lawn areas as noted above under the weed-control section.
6. Any lawn found to be dead or severely yellowed shall be replaced with plant material of identical species at Contractor's expense, unless the loss was due to excluded damage. If the loss resulted from excluded damage, replacement will be paid for as additional work. Submit a quote for replacement within two weeks of the loss. Replacement sod shall be similar in all respects to the existing grass. Do not seed dead lawn areas, use sod only for replacement, unless directed, in writing, by the County.

2) IRRIGATION

A. Water Application & Scheduling:

1. Irrigation shall be made by the use of the permanent irrigation systems. Hand water as needed to supplement the permanent system. Failure of the irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation. It is the Contractor's responsibility to make sure that the irrigation system is maintained and operates properly.
2. The Contractor is responsible for the complete operation and maintenance of the irrigation systems, except as noted below. The Contractor shall examine the irrigation system for damage or malfunction weekly and shall report damage or malfunction to the County in writing. If the Contractor fails to report the broken or malfunctioning irrigation system components within two weeks of the breakage or malfunction, the Contractor shall be responsible for all damages resulting from the broken irrigation system component.
3. Adjust watering times each week. Do not overwater plantings. Use multiple-start times and short run times to prevent run-off. Drip systems should be left on for sufficient time to allow for saturation of the root zone. Shorter runs with drip irrigation do not provide sufficient water penetration for healthy root development. Avoid multiple-start times with drip systems if possible. Do not allow run-off from any irrigation.
4. When breakdowns or malfunctions exist, the Contractor shall hand water, if necessary, to maintain all plant material in a healthy condition. If the irrigation repairs are major and will be billed as additional work (see items that qualify for additional work payments as outlined below), the labor costs for hand watering may also be submitted for payment. Do not wait for approval to begin hand watering if it is required to save the plantings.

B. Irrigation System Scheduled Maintenance:

1. Each valve zone shall be observed for signs of damage on a weekly basis during the irrigation season.
2. The Contractor shall maintain the irrigation system, including cleaning of filter screens yearly or more often as needed, and flushing pipes, as part of this contract.
3. Drip irrigation systems need periodic flushing to remove sediment. When flushing is necessary, it shall be performed as part of this contract. Drip systems shall be flushed at least once a year. Open ends of drip lines and run

for at least 15 minutes at full flow to flush. It may be necessary to install flush outlets in order to flush the drip system.

4. Run-off of water from irrigation systems into or onto streets, sidewalks, stairs, or gutters is not permitted. The Contractor shall immediately shut down the irrigation system and make adjustments, repairs, or replacements as soon as possible to correct the source of the run-off.

C. Irrigation System Repair:

1. The Contractor shall replace or repair, at Contractor's expense, any irrigation components damaged, unless due to excluded damage. Repair shall be made within two weeks of the day the damage occurred. If the damage was due to excluded damage, the irrigation repairs will be paid for as additional work. The Contractor shall notify the County of needed repairs within two weeks of the day the damage occurred. Regardless of the cause of damage, the Contractor shall take immediate action to prevent further damage by shutting off the damaged part of the irrigation system and commencing with hand watering as needed. As soon as possible after receiving written authorization to proceed, the Contractor shall make repairs. The following items are considered to be minor repairs: damaged or clogged sprinkler nozzles, adjustment of sprinkler patterns or arcs, adjustment of sprinkler position (i.e., raise, lower, or straighten sprinkler head), replacement of clogged, broken, or missing barbed-style drip emitters, replacement or repositioning of drip distribution tubing smaller than 1/2 inch or 15 mm diameter. These minor repair items shall be corrected by Contractor at Contractor's expense.
2. Any replacement of irrigation system components shall be made with materials of the same manufacturer and model as the original equipment. Substitutions of materials other than original equipment will be approved only when the original equipment has been discontinued and is no longer available for purchase at any location. The substituted equipment must be completely compatible with the original and must be approved in advance by the owner's authorized representative.
3. All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the owner's authorized representative. If a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from the County.
4. For safety, never install sprinklers on risers above the ground level, even if the risers are flexible. Always use spring-operated, pop-up style, sprinkler heads. Sprinkler heads are available with pop-up heights up to 12 inches (30 cm) above ground level. If the existing sprinklers are mounted on above-ground risers, the replacements shall be pop-up type sprinklers. No exceptions, ever!
5. If any existing sprinklers at a site are installed on risers above the ground level, submit a quote for additional work to the County covering the cost of removal and replacement of these sprinklers with new, spring-loaded, pop-up type, sprinklers. Submit the quote within two weeks of being awarded this contract.
6. The Contractor shall check the entire irrigation system weekly for items such as dry spots and missing or malfunctioning irrigation components. Check for leaking valves, water running across sidewalks, water standing in puddles, or any other condition which hampers the correct operation of the system or the public safety. The Contractor shall carefully observe plant materials for signs of wilting, indicating a lack of water. Plants which die due to irrigation failure will be considered to have died due to the Contractor's negligence and shall be replaced at the Contractor's expense.
7. Plastic sprinkler nozzles with bad patterns shall be replaced with new nozzles of the same gallonage and arc as part of the regular maintenance of the sprinkler system. Do not attempt to clean plastic nozzles by sticking knife

blades or wire into the openings. The plastic will be scratched and the pattern will be ruined. Brass nozzles may be carefully cleaned if needed.

3) CLEAN UP AND LITTER REMOVAL

- A. Sweep or blow-off all walks, curbs, and gutters weekly. Sweeping of parking lots is not part of this scope of services unless noted otherwise in contract.
 - 1. Do not sweep or blow trash, leaves, clippings, or landscape debris into planters or onto adjacent property. Collect all debris swept or blown from landscape areas and remove from the site.
 - 2. Do not use blowers prior to 7:00 A.M. or after 8:00 P.M. All litter shall be removed from sidewalks, gutters, and all planted areas each week. In no case shall trash, litter, or leaves be blown or swept onto the property of others. All trash, litter, leaves, etc. shall be collected, hauled away, and disposed of legally.
- B. In addition to removing all litter from sidewalks, gutters, and planted areas, the Contractor shall remove and dispose of any large miscellaneous debris or trash in the parking lots. For the purpose of this contract, "large" shall mean items the size of a small beverage cup or larger. The intent of this requirement is that the Contractor's workers should take sufficient pride in the appearance of the site that they would pick up any significant litter they come across at the site. Sweeping of the parking lots is not included in the landscape maintenance. All litter shall be removed from planter areas and sidewalks, regardless of the size of the litter.

4) CHEMICALS, HERBICIDES, PESTICIDES

- A. All chemicals shall be used in accordance with label directions and the manufacturer's recommended handling methods. All chemicals shall be handled in accordance with all applicable regulations. Registered chemicals shall be used only on the advice of a qualified, licensed if required, pest control advisor. Nothing in this contract shall be construed to be the advice of, or to substitute for the advice of, a pest control adviser.
- B. Pesticides shall not be applied within one hour of the start of operating hours for businesses at the site. In the event that it is not possible to complete the application by one hour prior to business hours (i.e. 24 hour operations), applications shall be made at times when customer presence is minimal. Areas to be treated shall be blocked off and warning signs posted.
- C. Contractor shall take precautions to keep persons away from pesticide and herbicide-treated areas until the applied material is fully dry and the treated area is safe for entry. Follow the recommendations of the pesticide manufacturer and all applicable governmental and industry regulations.

5) COMMUNICATIONS AND REPORTS

- A. Regular communication between the Contractor and the County is encouraged.
- B. Contractor is encouraged to ask questions, rather than make assumptions.
- C. As the landscape matures, some of the maintenance procedures will be eliminated and others may have to be added. For example, as the shrubs mature they will require less fertilizer. Regular communication will eliminate most surprises to the County of changing maintenance costs, which will vary as the landscape grows. Remember, all changes to this Scope of Services must be approved in writing by the County.

6) CHECKLISTS

The Contractor shall turn in a copy of the Weekly Maintenance Checklist to the County every week for each facility where services were performed. The Checklist copy shall have a check mark by all items completed at the site during the week. Any items completed that are not on the Checklist shall be noted on the back of the Checklist. The Checklist shall be dated and contain the name and signature of the Contractor's primary worker at each site.

WEEKLY LANDSCAPE MAINTENANCE CHECKLIST

Location: _____

Place a check mark by each item completed during the past week.

- Mowed and edged lawns if needed.
- Pruned back any shrubs overhanging curbs or sidewalks.
- Pruned back any groundcover overhanging curbs or sidewalks.
- Removed litter and leaves from plants, planters, and parking lots.
- Removed any broken or fallen branches from trees. Removed sucker growth from tree trunks.
- Removed any weeds larger than 2 inches (5 cm) high or wide from planters. Weeds 2 inches (5 cm) and larger must be removed, not just killed.
- Replaced bark mulch which has been knocked or washed out of planters. Smoothed mulch layer if it had been disturbed.
- Replaced decorative rock which has been knocked or washed out of planters. Smoothed decorative rock surface if it has been disturbed.
- Checked plants for signs of stress or disease.
- Replaced any plants that meet conditions for replacement at the Contractor's expense.
- Requested authorization to replace other dead or missing plants. Note: You must request authorization to make replacements within one week of the damage becoming evident!
- Swept or blown clean all walkways, curbs, and gutters.
- Treated for any signs of disease or pest infestation.
- Hand watered any plants that were dry and stressed.
- Checked the irrigation system.
- Made emergency repairs as needed or request authorization to make major repairs. Note: you must request authorization for repairs within one week of the damage becoming evident!
- Adjusted the irrigation controllers for current water needs of plants.
- Picked up trash in parking lot.

Checked by: _____ (Print Name)

Signature: _____ Date: _____

EXHIBIT "B"

SCHEDULE OF CHARGES AND PAYMENTS

Grass Valley Facilities						
<u>Facility</u>	Grass Valley Veterans Memorial Building 255 S Auburn Grass Valley	Crown Point 500 Crown Point Circle Grass Valley	Laura Wilcox 208 Sutton Way Grass Valley	Grass Valley Library 207 Mill St. Grass Valley	Tinloy Bus Terminal Tinloy Street Grass Valley	
<u>Monthly Charge</u>	\$120	\$320	\$200	\$220	\$325	
Nevada City Facilities						
<u>Facility</u>	Courthouse/ Annex 201 Church St. Nevada City	Doris Foley Historical Library 211 N Pine Nevada City	Madelyn Helling Library 980 Helling Way Nevada City	Odyssey House 995 Helling Way Nevada City	Total Charge for Scheduled Work at All Facilities	Additional On-Call Landscape Work at Various County Facilities Not to Exceed
<u>Monthly Charge</u>	\$260	\$120	\$160	\$200	\$1,925/month \$23,100/year	\$10,000

Contractor will submit a monthly invoice in arrears for the County facilities where services were provided. Invoice shall include facility, date of service, and amount. Payment will be made by County in accordance with paragraph 2 of the Contract.