

AGENDA

ROSSMOOR COMMUNITY SERVICES DISTRICT

PERSONNEL AND CONTRACT ADMINISTRATION COMMITTEE MEETING

RUSH PARK AUDITORIUM - WEST ROOM

3021 Blume Drive

Rossmoor, California 90720

Thursday, February 29, 2024

6:30 p.m.

A. ORGANIZATION

1. CALL TO ORDER: 6:30 p.m.
2. ROLL CALL: Directors DeMarco, Maynard
3. PLEDGE OF ALLEGIANCE

B. PUBLIC FORUM

Any person may address the members of the Personnel and Contract Administration Committee at this time upon any subject within the jurisdiction of the Personnel and Contract Administration Committee of the Rossmoor Community Services District.

C. REGULAR CALENDAR

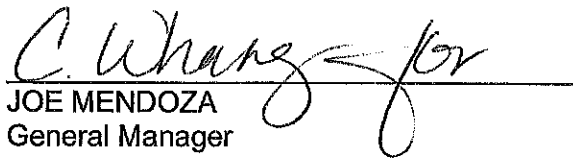
1. DISCUSSION REGARDING LANDSCAPING CONTRACT PROPOSALS
2. DISCUSSION REGARDING CONTRACT RENEWAL FOR CITY OF BREA
IT
3. DISCUSSION REGARDING CONTRACT RENEWAL FOR WEST COAST
ARBORIST
4. DISCUSSION REGARDING CONTRACT EXTENSION WITH ENRICHED
FARMS & AVANTI HARVEST INC.
5. DISCUSSION REGARDING CONTRACT WITH ELITE SPECIAL EVENTS
TO PROVIDE SERVICES AT THE 2024 ROSSMOOR FESTIVALS

D. ADJOURNMENT

CERTIFICATION OF POSTING

I hereby certify that the attached Agenda for the February 29, 2024, 6:30 p.m. Personnel and Contract Administration Committee of the Board of Directors of the Rossmoor Community Services District was posted at least 24 hours prior to the time of the meeting.

ATTEST:


JOE MENDOZA
General Manager

Date 2/20/24

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-1

Date: February 29, 2024

To: Personnel and Contract Administration Committee
Tony DeMarco, Chair
Michael Maynard

From: General Manager Joe Mendoza

Subject: DISCUSSION AND REVIEW OF LANDSCAPING CONTRACT PROPOSALS

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee direct the General Manager to move forward with entering a one-year contract with the option of two (2) one-year extensions commencing April 1, 2024, not to exceed three (3) years, for Professional Landscape and Lawn Care Maintenance Services. Discussion to include Southern California Tree and Landscaping as the first choice with an annual base contract cost of \$70,200. Consideration of a second choice, Landcare, should also be discussed, with an annual base contract of \$79,980. These base amounts do not include the Cost-of-Living Adjustments.

It is also recommended that the Committee authorize the General Manager to exercise each contract renewal option annually, if in the opinion of the General Manager, the Contractor has successfully performed the previous contract period and the services are still required and are cost effective. Such renewal may include a Cost-of-Living Adjustment, per option year, subject to approval by the RCSD Board of Directors.

FISCAL IMPACT

The current annual cost associated with the Brightview contract is \$63,748. The FY 23-24 Landscaping budget is \$76,660. Either of the proposals under consideration prorated for the remainder of FY 23-24, would be within the Landscaping budget amount for FY 23-24. The Landscaping budget for FY 24-25 would be increased to account for the agreed upon new contract.

BACKGROUND

Brightview Landscaping Services, Inc. entered into a contractual agreement with Rossmoor Community Services District for Professional Landscape and Lawn Care Maintenance Services on April 1, 2021. The current contract with Brightview expires March 31, 2024 (attachment 1). Discussions began with Brightview in the fall of 2023. Brightview indicated that their fees would be increasing dramatically due to economic conditions and overhead. As a result, RCSD posted a request for proposals for Landscaping Services on January 2, 2024 (attachment 2).

On February 2, 2024, Proposals for Landscaping Services were due and RCSD received six proposals (attachment 3). All potential bidders were able to meet with the General Manager and tour each Rossmoor facility prior to submitting proposals. Staff have subsequently interviewed and toured the facilities of the two landscaping companies that are the best fit for RCSD economically and from a service perspective.

ATTACHMENTS

1. 2021-2024 Agreement with Brightview Landscape Services, Inc.
2. Rossmoor Community Services District Request for Proposal Package for Professional Landscape and Lawn Care Maintenance
3. Proposals Received from six bidders:
 - Greenfield
 - Greentech
 - Brightview
 - Mariposa
 - Landcare
 - Southern California Tree and Landscaping
4. Matrix and Grading Sheet on Landscaping Proposals Received

**ROSSMOOR COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT
BRIGHTVIEW LANDSCAPE SERVICES, INC.**

2021-2014
2024

1. PARTIES AND DATE.

This Professional Services Agreement is made and entered into this 9th day of March, 2021, by and between the Rossmoor Community Services District, a public agency ("District") and BrightView Landscape Services, Inc., a California corporation ("Contractor"). District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing such services, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project.

District desires to engage Contractor to render park and parkway landscape and maintenance services for certain parks, parkways, facilities and other properties of the District ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference and in the Proposal for Landscape Management Services as set forth in Exhibit "B" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference; and all applicable local, state and federal laws, rules and regulations. In the event of a conflict between the provisions of this Agreement and Exhibit "A" on the one hand, and Exhibit "B" on the other hand, the provisions of the Agreement and Exhibit "A" shall be controlling.

3.1.2 Term. The term of this Agreement shall be for a period not exceeding three (3) years, commencing April 1, 2021 (the "Effective Date"), unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates: Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of District and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, in accordance with the terms of this Agreement, and in accordance with the schedule of services as set forth into Exhibit "A" and Exhibit "B." Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the schedule, District shall respond to Contractor's submittals in a timely manner. Upon request of District, Contractor shall provide a more detailed schedule of anticipated performance to meet the schedule of services.

3.2.3 Conformance to Applicable Requirements and Coordination of Services. All work prepared by Contractor shall be subject to the approval of District. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff, Contractors and other staff at all reasonable times.

3.2.4 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.5 Insurance.

3.2.5.1 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Workers' Compensation;* and (3) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto).

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of \$2,000,000.00 or (ii) bodily injury limits of \$1,000,000.00 per person, \$2,000,000.00 per occurrence and \$2,000,000.00 products and completed operations and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; (2) *Workers' Compensation Insurance:* A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the District against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or service contemplated in this Agreement; and (3) *Automobile Liability:* a policy of comprehensive vehicle liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of \$1,000,000.00 per person and \$2,000,000.00 per occurrence and property damage liability limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate to cover the operation of all automobiles, trucks, street sweeping vehicles or other motorized vehicles utilized by Contractor. Said policy shall include coverage for owned, non-owned, leased and hired vehicles.

3.2.5.2 Insurance Provisions. All of the above policies of insurance shall be primary insurance and shall name the District, its officers, employees, volunteers and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the District, its officers, employees, volunteers and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the District. In the event any said policies or insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the General Manager. No work or Services under this Agreement shall commence until the Contractor has provided the District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the District. The Contractor agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities

or the activities of any person or persons for which the Contractor is otherwise responsible. The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the District due to unique circumstances.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B." Without written approval of the District, Contractor's total monthly compensation shall not exceed the following amounts:

- (A) For the period of April 1, 2021-March 31, 2022: Four Thousand Eight Hundred Eighteen Dollars (\$4,818.00).
- (B) For the period of April 1, 2022-March 31, 2022: Five Thousand Fifty-Nine Dollars and Thirty-Seven Cents (\$5,059.37).
- (C) For the period of April 1, 2023-March 31, 2024: Five Thousand Three Hundred Twelve Dollars and Thirty-Three Cents (\$5,312.33).

Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to District in the form approved by District, a monthly statement for Services rendered prior to the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by District.

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public

works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 General Provisions.

3.4.1 Termination of Agreement. District or Contractor may, by written notice to other party, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to other party of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Representatives. District's General Manager or his or her designee shall be the representative of District for purposes of this Agreement and may issue all consents, approvals, directives, or agreements on behalf of District called for by this Agreement. Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement.

3.4.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Contractor: BrightView Landscape Services, Inc.
1960 S Yale Street
Santa Ana, CA 92704
Attn: Po Chen, Vice President & General Manager

District: Rossmoor Community Services District
3001 Blume Dr.
Rossmoor, CA 90814
Attn: Joe Mendoza, General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.4.4 Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.4.5 Indemnification. Contractor agrees to defend, with counsel acceptable to District, indemnify, and hold free and harmless District, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against District, its elected officials, officers, agents and employees arising out of the performance of Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against District, its elected officials, officers, agents and employees based upon the work performed by Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of District for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of District. This provision shall supersede and replace all other indemnity provisions contained either in the District's specifications or Contractor's proposal, which shall be of no force and effect.

3.4.6 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.4.7 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.4.8 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.4.9 Prior Approval Required to Subcontract. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Contractor shall require each of its subcontractors to agree in writing to be bound by the provisions of this Agreement.

3.4.10 Assignment. Contractor shall not voluntarily or by operation of law

assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without District's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of District's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

3.4.11 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

3.4.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue to be in full force and effect.

3.4.13 The Individuals Signing this Agreement. Individuals Represent and warrant that they have the right, power, and authorization to bind their respective entities to the terms of the Agreement.

3.4.14 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.4.15 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

3.4.16 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to District may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Contractor informs District of such trade secret. District will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The District shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

3.4.17 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to any matter referenced herein and supersedes any and all other prior negotiations. As of the Effective Date of this Agreement, this Agreement shall supersede, and otherwise be controlling, over any and all provisions of any previous agreements, which shall be of no further force or effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**ROSSMOOR COMMUNITY
SERVICES DISTRICT**

BRIGHTVIEW LANDSCAPE SERVICES, INC.

By: _____
Joe Mendoza
General Manager

By: _____
Po Chen
Vice President & General Manager

APPROVED AS TO FORM FOR DISTRICT

By: _____
Tarquin Preziosi
General Counsel

EXHIBIT "A"

SCOPE OF SERVICES

ALL SITE LOCATIONS EXCEPT ROSSMOOR WAY MEDIANS & TRIANGLE

PARK MAINTENANCE PERFORMANCE STANDARDS:

1. Trim hedges bi-weekly during the growing season (April-September); and trim as necessary the year.
2. Pick up paper and debris in the parks three (3) times per week as part of landscape maintenance operations in areas we are working
3. Weed landscaped areas, as necessary, including planters
4. Edge or trim grass from ballfield backstops once per month. Infield not included
5. Contractor to program Irrigation Controllers, and adjust as necessary, to assure proper watering of turf and landscape areas to avoid over-watering or under-watering. Contractor shall utilize appropriate monitoring equipment to evaluate and control watering
6. Regularly inspect irrigation emitters and sprinklers for proper functionality once per week
7. Repair sprinklers as needed- Rossmoor Community District will provide parts
8. Maintain edges of all valve boxes
9. Maintain Ivy ground cover in building planters and tree wells as needed for a neat and clean appearance
10. Hand rake sand pits and gravel areas three times per week
11. Rototill all sand pits quarterly
12. Blow off recessed on-street parking spaces at Rossmoor Park and parking lots at Rush Park and Montecito Center once each month

TURF MAINTENANCE PERFORMANCE STANDARDS:

1. Complete 45 turf mows annually. Once per week March 01 through October 31; once every-other-week November 01 through February 28
2. All turf mowing to occur on Wednesdays at Rush Park and Fridays at Rossmoor Park unless otherwise approved, in writing, by the District General Manager
3. Edge all concrete areas bordering turf each mow occurrence
4. Sweep all concrete areas adjacent to mow areas each mow occurrence
5. De-Thatch turf once annually
6. Rake or vacuum grass clippings in June, July, and August (If mulching mower is used, this requirement can be reduced or eliminated)
7. Aerate and fertilize turf areas twice annually
8. Maintain tree wells free of grass and weeds; tree wells to be three-foot radius or greater depending on circumference of the tree
9. Spray weed killer, once annually, at both Rush and Rossmoor Parks
10. Over-seeding will be an additional charge once per year as requested

ROSSMOOR PARK & RUSH PARK SPECIAL MAINTENANCE STANDARDS:

1. Blow off walkways around buildings and main sidewalk three (3) times per week
2. Level sand under the swings in the "tot-lots" three (3) times per week and as-needed
3. Remove fallen leaves by rake, vacuum, or blowing bi-weekly, or as-needed, around buildings three (3) times per week

ROSSMOOR WAY MEDIANS, ROSSMOOR TRIANGLE, FOSTER MINI-PARK, KEMPTON MINI-PARK:

1. Trim shrubs bi-weekly during the growing season (April-September); and trim as necessary throughout the year
2. Pick up paper and debris three (3) times per week
3. Remove ivy, grass, and weeds from around trees and maintain tree wells up to three feet
4. Remove ivy, grass and weeds to maintain the clean edges of all valve boxes and sprinkler heads
5. Irrigate, using manual system, and monitor irrigation patterns to assure adequate watering of trees, plantings and ground cover
6. Regularly inspect irrigation emitters and sprinklers for proper functionality
7. Repair sprinklers as needed- Rossmoor Community District will provide parts

REPORTS TO THE DISTRICT

1. Contractor shall immediately report, to the District's Park Superintendent, any condition which is deemed hazardous or which requires immediate attention
2. Contractor will provide monthly QSA to report all activities which are performed by the Contractor which are prescribed on Monthly/Quarterly schedules

LIQUIDATED DAMAGES

One hundred dollars (\$100) shall be deducted from Contractor's monthly payment for each schedule failure after three warnings regarding such failures. These deductions may be assessed on a per controller basis or a per event basis, at the discretion of the District's Representative.

PRACTICAL SPECIFICATIONS FOR CONTRACT LANDSCAPE MANAGEMENT

I. Scope of Work:

Contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

The scope of our services shall be based exclusively on those items approved and initialed on Page One (1) of our Proposal document.

II. Lawn Care:

A. Mowing and Edging:

Lawns shall be mowed more frequently during the active growing season and as needed during other seasons. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety taking into account the season.

Clippings shall not be caught and removed from lawn area unless they are lying in swaths which may damage the lawn.

Edges shall be trimmed to maintain a neat appearance.

B. Fertilization:

Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on the type of nitrogen used and the type of turfgrass.

C. Disease control:

Disease control is maintained through proper fertilization, mowing and water management. In the event that disease problems occur Contractor will use treatments to stop or slow progression of disease. This program does not include the prevention of disease with weekly or monthly applications of disease control products although such protection is available at substantial additional cost.

Disease caused by infestation of nematodes (microscopic round worms that feed on roots) is not included. Currently, there is no effective nematode control product registered for use on landscapes. Contractor will recommend additional treatments and procedures to minimize damage should nematodes become a problem. These treatments will be provided at additional cost. Nematode control is available for some sports turf locations and will be quoted separately if required.

D. Insect control:

Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage. These treatments do not include the prevention of fire ant infestation which is available at added cost.

E. Weed control:

Contractor will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, applications of pre and postemergence weed controls will be applied at times if warranted to control weeds without damaging desirable turf. Recent changes in Federal regulations have resulted in our loss of ability to selectively control some weeds including crabgrass when present in St Augustine. The only control of these weeds is to treat infested turf with non selective products such as Roundup. These treatments require the resodding which will be quoted at additional charge.

III. Ground Cover Area/ Shrub Areas:

A. Edging:

Edge ground cover as needed to keep within bounds and away from obstacles.

B. Pruning:

Shrubs shall be pruned only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill.

C. Weed Control:

Keep beds reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides.

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

D. Fertilization:

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

E. Fungicide:

Apply recommended, legally approved fungicides to control disease-causing damage to ornamentals if warranted.

F. Pesticide:

Apply recommended, legally approved pesticides to control insects causing damage to ornamentals if warranted.

G. Control of imported pests:

Certain locations in the United States have a record of accidental introduction of pests from other countries. These imported pests can be very damaging and difficult or impossible to control with available products. Where such pests become a problem Contractor will recommend the most cost effective alternatives for pest mitigation. Such recommendations may include plant replacement or intensified treatment schedules that may require additional cost to the customer.

IV. Slope Care: Not Applicable

A. Edging:

Edge as needed to keep plant material within bounds and away from obstacles.

B. Weed Control:

Maintain slopes so they are reasonably free of weeds. Use recommended, legally approved herbicides to control weed growth in open areas whenever possible, and if necessary. Avoid soil cultivation to maintain pre-emergent herbicide effectiveness and root health.

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

C. Fertilization:

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

D. Fungicide:

Apply recommended, legally approved fungicides to control disease-causing damage to slope area when necessary.

E. Insecticide:

Apply recommended, legally approved pesticides to control insects causing damage to slope area when necessary.

V. Tree Care:

A. Pruning:

Height limitation for tree pruning covered in the specification is 12 feet. On trees over 12 feet in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised. Trees under 12 feet are scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary. Evergreen trees under 12 feet shall be thinned out and shaped only if necessary to minimize wind and storm damage.

B. Staking:

Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client.

VI. Mulched Areas/ Granite Areas :

Mulched or decomposed granite areas will be inspected on our days of service. Weeds and grasses shall be controlled with recommended, legally approved herbicides only if necessary. In those areas with excessive mulch build up alternatives will be discussed with the client.

VII. Irrigation System:

Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. In some circumstances, water scheduling may be limited by local watering restrictions.

Where practical, watering shall be done at night or early morning if the system is automatic, unless notified otherwise by the owner.

Any damages to the irrigation system caused by the Contractor while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period.

Faulty equipment, vandalism or accidental damage caused by others shall be reported promptly to owner. Cost of labor and material to perform repair is an extra and shall be paid for by the owner upon authorization.

Whenever possible, owner's representative shall be instructed on how to turn off system in case of emergency. Our office is to be advised at once or by next business day.

If the Contractor is required to make emergency repairs or adjustments other than regularly scheduled visits, a minimum charge will apply.

VIII. Debris Cleanup:

All landscape areas shall be inspected on days of service and excess debris removed. Gardening debris, generated from our work, shall be removed from paved areas on days of service. This excludes leaf fall pickup from parking areas, sidewalks, pools, etc.

IX. Bio-Hazards:

Contractor shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards on the Owner/Client's property. This includes, but is not limited to, items such as hypodermic needles (Sharps/needles) will not be handled by the Contractor's employees at any time, condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. Contractor shall only be obligated to report/communicate any observations of potential bio-hazards to the Owner/Client for their appropriate removal by others, unless previously arranged by the Owner/Client and Contractor.

EXHIBIT "B"

PROPOSAL FOR LANDSCAPE MANAGEMENT SERVICES



March 3, 2021

1960 S Yale St.
 Santa Ana, CA 92704
 tel:(714) 546-7843
 fax:(714) 546-7295

PROPOSAL FOR LANDSCAPE MANAGEMENT SERVICES FOR

Owner/Client: Joe Mendoza
 Client Address: 3001 Blume Drive, Rossmoor, CA 90720
 Job Name: ROSSMOOR COMMUNITY SERVICES DISTRICT
 Job Location: 3001 Blume Drive, Rossmoor, CA 90720

We appreciate the opportunity to propose to you how BrightView Landscape Services, Inc. ("BrightView" or "Contractor") can help you enhance the quality of your landscape. Our team is committed to integrating the specific landscape needs of your property with your service expectations and budget considerations. Giving careful consideration to the individuality of each landscape, BrightView provides competitive pricing, which may include landscape maintenance, irrigation, tree care, and seasonal color programs. Our Proposal includes Scope of Work, Practical Specifications for Landscape Management and General Terms and Conditions.

An effective landscape management program is sustainable and provides value. We are confident that your property would benefit greatly from our efforts to create beauty in the appearance of your landscape while our operational efficiencies create value to your budget.

We hereby propose the following for your review:

Billing Information and Schedule

Exterior Landscape Management

Client's Initials	Service	Price Per Year	Price Per Month
	Base Management Price	\$57,812.40	\$4,818.45
	Sales Tax		
	Total Base Management Price	\$57,812.40	\$4,818.45

Additional Services

Client's Initials	Category	Service	Frequencies Per Year	Service Price Per Occurrence	Sales Tax	Total Price Per Year
	Year 2022-2023 Landscape	Landscape Maintenance per Contract	12	\$5,059.37	0	\$60,712.47
	Year 2023-2024 Landscape	Landscape Maintenance per Contract	12	\$5,312.33	0	\$63,748.06
	Total					

Billing for additional services will be invoiced upon installation.

Extra Services Included in the Base Contract

Additional scope of services that have been included in the base management price include the following:

BrightView agrees to furnish all Horticultural Supervision, Labor, Equipment, Materials and Transportation, as described hereinabove, necessary to maintain the landscape per the above and per the attached Practical Specifications for Contract Landscape Management and the General Terms and Conditions.

This proposal is withdrawn unless executed and received within 30 days of the date of this document.

Period of Service Agreement

This agreement shall be in effect for the period stated: April 1, 2021 to March 31, 2023. Unless terminated pursuant to Article 6 of the General Terms and Conditions, at the expiration of the initial term, this Agreement shall be automatically extended on a month-to-month basis.

You should receive your first invoice within 30 days of our service commencement date, and can expect to receive them monthly thereafter by the 10th of each month. All billings are due and payable 15 days following the date of the invoice. Owner/Client agrees to pay any and all cost incurred by BrightView in the collection of the same.

If our proposal meets with your approval, please initial the services in the block provided for each item selected indicating that you are authorizing that service and sign both originals below. Return one fully executed original to our office, and retain the second original for your files. This proposal, including the attached Practical Specifications and the General Terms and Conditions, together are the Service Agreement.

Again, thank you for the opportunity to submit this proposal. We look forward to serving as your landscape management professionals.

Sincerely,

BrightView Landscape Services, Inc.

Po Chen

Vice President & General Manager

REQUEST FOR PROPOSAL

2024-RFP-001

PROFESSIONAL LANDSCAPE AND LAWN CARE SERVICES

**ROSSMOOR COMMUNITY
SERVICES DISTRICT**

3001 BLUME DRIVE

ROSSMOOR, CA 90720



RELEASE DATE: JANUARY 2, 2024

DEADLINE FOR QUESTIONS: JANUARY 16, 2024

PROPOSAL SUBMISSION DEADLINE: FEBRUARY 2, 2024

**RESPONSES MUST BE SUBMITTED VIA HAND-DELIVERY OR
ELECTRONICALLY TO:**

RCSD@ROSSMOOR-CSD.ORG

ROSSMOOR COMMUNITY SERVICES DISTRICT REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that the Rossmoor Community Services District ("RCSD") has prepared this Request for Proposals ("RFP") and is requesting proposals from qualified and interested firms ("Proposers"). The District is requesting proposals from experienced and qualified firms for the provision of Professional Landscape and Lawn Care Services. It is the District's intent to award one contract for Professional Landscape and Lawn Care Services for its Parks and Facilities in the Special District of Rossmoor, Orange County (the "Project"), RFP NO. 2024-RFP-001 Title: Professional Landscape and Lawn Care Services.

The successful Proposer shall be required to provide the Professional Landscape and Lawn Care scope of services for the above referenced properties. The successful Proposer shall be required to furnish equipment, machinery, transportation, and other implements necessary to execute the contract. The Proposer shall supply a plan as to how the services will be executed. The plan shall include the number of personnel which will be used to execute the services and when the services will be performed, and estimated time to complete each service. The successful Proposer shall maintain that all employees have been trained in appropriate safety measures to ensure Proposer's employees are performing their work in a safe manner. The Proposer shall state their qualifications as a professional landscaping firm, which can include but not be limited to, previous landscaping services offered to businesses within Orange County, current landscaping contracts being performed by Proposer, the length of time that this Proposer has been performing these types of services, and special qualifications those employees might have.

Contact Information

Project Contact:

Joe Mendoza

General Manager

3001 Blume Drive, Rossmoor, CA 90720

Email: jmendoza@rossmoor-csd.org Phone: (562) 430-3707 Ext: 103

Timeline

Release Project Date	JANUARY 2, 2024
Question Submission Deadline	JANUARY 16, 2024, 4:00pm
Question Response Deadline	JANUARY 18, 2024, 4:00pm
Proposal Submission Deadline	FEBRUARY 2, 2024, 4:00pm
Proposal Review	FEBRUARY 5, 2024
Board Approval	FEBRUARY 13, 2024
Contract Approval and Approx. Start Date	APRIL 1, 2024

1. INSTRUCTIONS TO PROPOSERS

2.1 SCOPE OF SERVICES; PROFESSIONAL SERVICES AGREEMENT

The scope of services ("Services") sought under this RFP are set forth in more detail in Section 4 "Scope of Work", attached hereto and incorporated herein by this reference.

Notwithstanding the inclusion of such Services in the RFP, the final scope of Services negotiated between RCSD and the successful Proposer shall be set forth in a Professional Services Agreement ("Agreement") executed by and between RCSD and the successful Proposer. Agreement to be drawn up by District counsel.

2.2 RCSD CONTACT

The principal contact for RCSD will be Joe Mendoza, General Manager, (562) 430-3707 Ext: 103, jmendoza@rossmoor-csd.org or a designated representative, who will coordinate the assistance to be provided by RCSD to the Proposer. No other members of RCSD's staff or RCSD's Board should be contacted about this procurement during the RFP process. Any and all inquiries and comments regarding this RFP must be communicated in writing, unless otherwise instructed by RCSD. RCSD may, in its sole discretion, disqualify any Proposer who engages in any prohibited communications.

2.3 REQUESTS FOR CLARIFICATION

All questions, requests for interpretations or clarifications, either administrative or technical must be requested in writing and directed to RCSD via the District's email at RCSD@rossmoor-csd.org. All written questions, if answered, will be answered in writing, conveyed to all interested firms, and posted on RCSD's website. Oral statements by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by 4:00 pm local time on Tuesday, January 16, 2024.

2.4 PROPOSAL REQUIREMENTS

Proposal responses must adhere to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations or misrepresentations may be cause for rejection of the submittal. Utilize font size large enough to be easily legible, but not smaller than 10 point. The proposal must be submitted via email to RCSD@rossmoor-csd.org

A. Cover Letter. Provide a cover letter and introduction, including the name and address of the organization and individual submitting the proposal, together with the name, address, telephone and fax numbers, and e-mail address of the contact person who will be authorized to represent the organization, and an expression of the Proposer's ability and desire to meet the requirements of this RFP. The letter must be signed by an individual authorized to bind the firm contractually.

B. Proposer Statement Of Qualifications. Describe the Proposer's resources, experience, and capabilities as they relate to providing the Services. Submit in the order identified below:

1. **Executive Summary.** An executive summary should briefly describe the Proposer's qualifications and ability to perform the Services.
2. **Qualifications and Experience.** The proposal should:
 - a. Provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in this RFP.
 - b. Any key staff members who would be involved in the performance of the scope of work. Provide their resumes, describe their experience, and identify their proposed role for the Project.
 - c. State the number of years the firm has conducted business.
 - d. Provide a description of the three most relevant contracts held within the last five years.
3. **Evidence Of California Licensing.** The proposal should include appropriate documentation showing the Proposer is properly licensed in the State of California to perform the Services requested in the scope of work.
4. **References.** The Proposer shall provide a minimum of four (4) client references, preferably city, county, homeowner's association or special district governments for whom the Proposer has previously provided services of similar type and scope within the last 5 years.
5. **Subcontractors.** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function, if known at this time.

C. Proposed Method to Accomplish the Work. Describe the technical and management approach to providing the Services to RCSD. Proposer should consider the scope of the Project, goals of RCSD, and general functions required. Include a draft schedule of tasks, milestones, and deliverables that will provide for timely provision of the Project. In reviewing the scope of work, the Proposer may identify additional necessary tasks and is invited to bring these to RCSD's attention within the discussion of its proposed method to accomplish the Project.

D. Certification of Proposal. This section shall state: "The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to RCSD in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP."

Sealed Fee Proposal. Please provide a lump sum, not-to-exceed fee proposal for the Project. The fee proposal shall be broken down by task and further broken down by staff, subconsultant costs, and expenses for each task. The fee proposal shall include hourly rates for all personnel by month and annually.

2.5 PROPOSAL CONSIDERATIONS

- A. No Deviations from the RFP.** In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement attached hereto as Exhibit "B". If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be grounds for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and the insurance and indemnification provisions therein.
- B. Collusion.** By submitting a Proposal, each Proposer represents and warrants that its Proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not

named therein; that the Proposer has not directly or indirectly induced or solicited any other person to submit a sham Proposal, or any other person to refrain from submitting a Proposal; and that the Proposer has not, in any manner, sought collusion to secure any improper advantage over any other person submitting a Proposal.

- C. **Conflicts of Interest.** Proposers shall comply with all regulations and laws dealing with conflict-of-interest disclosure and reporting. Proposers shall not be engaged if a conflict of interest exists.
- D. **Withdrawal of Proposals.** A Proposer may withdraw its proposal before the expiration of the time for submission of proposals by notifying and requesting RCSD's representative remove the Proposer's submission.
- E. **Financial Health and Reputation.** RCSD reserves the right to consider the financial responsibility and general complexity of each Proposer, as well as its reputation within the industry to determine if the Proposer has the apparent ability to meet and successfully complete the requirements of the work. Upon request, the Proposer shall provide a financial statement, audited, if necessary, in addition to any other information requested by RCSD.
- F. **Confidentiality of Proposal.** All proposals submitted in response to this RFP shall be held as confidential by RCSD and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 7920 et seq.) until after either RCSD and the successful Proposer have completed negotiations and entered into an Agreement or RCSD has rejected all proposals. All correspondence with RCSD including responses to this RFP will become the exclusive property of RCSD and will become public records under the California Public Records Act. RCSD will have no liability to the Proposer or other party because of any public disclosure of any proposal or the Agreement.

2.6 EVALUATION CRITERIA

The proposal evaluation criteria include:

- Understanding of project and project approach
- Scope of work and schedule
- Relevant qualifications/experience
- Overall quality of proposal
- Cost evaluation

During the evaluation process, RCSD reserves the right, where it may serve RCSD's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions.

Proposers may be invited to make an oral presentation.

The contract, if awarded, shall be to the most qualified Proposer, which submits the proposal that, in the sole judgment of RCSD, is in the best interest of RCSD.

Upon selection of a Proposer, RCSD will endeavor to negotiate a mutually agreeable agreement with the selected Proposer. If RCSD is unable to reach agreement, RCSD will proceed, at its sole discretion, to negotiate with the next Proposer selected by RCSD. RCSD reserves the right to contract for services in the manner that most benefits RCSD including awarding more than one (1) contract if desired. After negotiating a proposed Agreement that is fair and reasonable, RCSD staff will make the final recommendation to RCSD Board concerning the proposed Agreement. RCSD Board has the final authority to approve or reject the Agreement.

2.7 SITE EXAMINATION

Proposers must examine the site and become acquainted with all conditions affecting the work. In submitting a Proposal, Proposers warrant that they have made such site examination as they deem necessary to determine the condition of the site, its accessibility to materials, workmen and equipment, and to determine the proposer's ability to protect existing surface and subsurface improvements. Proposers shall also familiarize themselves with all federal, state, and local laws, ordinances, rules, regulations, and codes affecting the performance of the work; make such investigations, as it may deem necessary for performance of the Services at its proposal price within the terms of the Agreement; and correlate its observations, investigations, and determinations with the requirements of the Agreement.

2.8 SUBMITTAL INSTRUCTIONS

The proposal must be received no later than 4:00 pm local time, on or before Friday, February 2, 2024, via RCSD's email: RCSD@rossmoor-csd.org

RCSD will not be responsible for proposals that are delinquent or incorrectly submitted. Proposals submitted after the stipulated deadline will not be accepted by RCSD. Please note that mailed or faxed proposals will not be accepted.

2.9 PROTESTS

- A. Protest Contents. Protests based on the content of the RFP shall be submitted to RCSD no later than ten (10) calendar days prior to the scheduled proposal submittal deadline. If necessary, the proposal submittal deadline may be extended pending a resolution of the protest. Proposer may protest a contract award if the Proposer believes that the award was inconsistent with RCSD policy, or this RFP is not in compliance with law. A protest must be filed in writing with RCSD (email is not acceptable) within five (5) business days after receipt of notification of the intended contract award. Any protest submitted after 5 p.m. of the fifth business day after notification of the intended contract award will be rejected by RCSD as invalid and the Proposer's failure to timely file a protest will waive the Proposer's right to protest the contract award. The Proposer's protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the Proposer for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.
- B. RCSD Review. RCSD will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. RCSD shall provide the Proposer submitting the protest with a written statement concurring with or denying the protest. Action by RCSD relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this section are mandatory and are the Proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

2.10 ADDENDA

RCSD reserves the right to revise the RFP prior to the time set to receive proposals. All addenda issued by RCSD shall be included in the proposal and made part of the RFP. Each Proposer shall leave with RCSD its name, and e-mail address for the purpose of receiving Addenda. Notices of addenda will be sent to all

subscribed bidders following this project and posted via RCSD's website. Proposers are responsible for ensuring that they have received all addenda. Each Proposer should monitor the project via the eProcurement Portal to verify that it has received all addenda issued, if any, prior to the bid opening. Failure to acknowledge receipt of all addenda via RCSD's eProcurement Portal may result in bid rejection.

2.11 GENERAL CONDITIONS

- A. Amendments to Proposals. Unless specifically requested by RCSD, no amendment, addendum or modification will be accepted after a proposal has been submitted to RCSD. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted via RCSD's email prior to the deadline stated herein for receiving proposals.
- B. Non-Responsive Proposals. A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.
- C. Costs for Preparing. RCSD will not compensate any Proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of RCSD. RCSD will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.
- D. Cancellation. RCSD reserves the right to cancel this request for proposals at any time prior to the contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other associated marketing costs.
- E. Price Validity. Prices provided by Proposers are valid for 90 days from the proposal due date. RCSD intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete, and the contract is awarded.
- F. No Commitment to Award. Issuance of request for proposals and receipt of proposals does not commit RCSD to award a contract. RCSD expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received, to negotiate with more than one Proposer concurrently, or to cancel all or part of this request for proposals.
- G. Right to Negotiate and/or Reject Proposals. RCSD reserves the right to negotiate any price or provision, task order or service, accept any part or all any proposals, waive any irregularities, and to reject all, or parts of all proposals, whenever, in the sole opinion of RCSD, such action shall serve its best interests and those of the tax-paying public. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets RCSD's requirements.

3. EVALUATION PHASES

During the evaluation process, RCSD reserves the right, where it may serve RCSD's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. Proposers may be invited to make an oral presentation.

The contract, if awarded, shall be to the most qualified Proposer, which submits the proposal that, in the sole judgment of RCSD, is in the best interest of RCSD.

Upon selection of a Proposer, RCSD will endeavor to negotiate a mutually agreeable agreement with the selected Proposer. If RCSD is unable to reach agreement, RCSD will proceed, at its sole discretion, to negotiate with the next Proposer selected by RCSD. RCSD reserves the right to contract for services in

the manner that most benefits RCSD including awarding more than one (1) contract if desired.

After negotiating a proposed Agreement, RCSD staff will make the final recommendation to RCSD Board concerning the proposed Agreement. RCSD Board has the final authority to approve or reject the Agreement.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Understanding of Project and Project Approach	N/A	N/A
2.	Scope of Work and Schedule	N/A	N/A
3.	Relevant Qualifications/Experience	N/A	N/A
4.	Overall Quality of Proposal	N/A	N/A
5.	Cost Evaluation	N/A	N/A

4. SCOPE OF WORK

Professional Landscape & Lawn Care Services

Scope of Services

Professional Landscape & Lawn Care Services

ALL SITE LOCATIONS EXCEPT ROSSMOOR WAY MEDIANS & TRIANGLE

PARK MAINTENANCE PERFORMANCE STANDARDS:

1. Trim hedges bi-weekly during the growing season (April – September); and trim as necessary throughout the year.
2. Pick up paper and debris in the parks three (3) times per week as part of landscape maintenance operations in areas we are working.
3. Weed landscaped areas, as necessary, including planters.
4. Edge or trim grass from ballfield backstops once per month. Infield not included.
5. Contractor to program Irrigation Controllers, and adjust as necessary, to assure proper watering of turf and landscape areas to avoid over-watering or under-watering. Contractor shall utilize appropriate monitoring equipment to evaluate and control watering.
6. Regularly inspect irrigation emitters and sprinklers for proper functionality once per week.
7. Repair sprinklers as needed – Contractor will provide parts and invoice the RCSD monthly.
8. Maintain edges of all valve boxes.
9. Maintain Ivy ground cover in building planters and tree wells as needed for a neat and clean appearance.
10. Hand rake sand pits and gravel areas three times per week.
11. Rototill all sand pits quarterly.
12. Blow off recessed on-street parking spaces at Rossmoor park and parking lots at Rush Park and Montecito Center once each month.

TURN MAINTENANCE PERFORMANCE STANDARDS:

1. Complete 45 turf mows annually. Once per week March 01 through October 31; once every-other-week November 01 through February 28.
2. All turf mowing to occur on Wednesdays at Rush Park and Fridays at Rossmoor Park unless otherwise approved, in writing, by the District General Manager.
3. Edge all concrete areas bordering turf each mow occurrence.
4. Sweep all concrete areas adjacent to mow areas each mow occurrence.
5. De-Thatch turf once annually.
6. Rake or vacuum grass clippings in June, July, and August (If mulching mower is used, this requirement can be reduced or eliminated).
7. Aerate and fertilize turf areas twice annually.
8. Maintain tree wells free of grass and weeds; tree wells to be three-foot radius or greater depending on circumference of the tree.
9. Spray weed killer once annually, at both Rush and Rossmoor Parks.
10. Over-seeding is listed as an additive alternate and will be an additional charge once per year as requested.

ROSSMOOR PARK AND RUSH PARK SPECIAL MAINTENANCE STANDARDS

1. Blow off walkways around buildings and main sidewalk three (3) times per week.
2. Level sand under the swings in the "tot-lots" three (3) times per week and as -needed.
3. Remove fallen leaves by rake, vacuum, or blowing bi-weekly, or as-needed, around buildings three (3) times per week.

ROSSMOOR WAY MEDIANS, ROSSMOOR TRIANVE, FOSTER MINI-PARK, KEMPTON MINI-PARK:

1. Trim shrubs bi-weekly during the growing season (April – September); and trim as necessary throughout the year.
2. Pick up paper and debris three (3) times per week.
3. Remove ivy, grass, and weeds from around trees and maintain tree wells up to three feet in diameter.
4. Remove ivy, grass, and weeds to maintain the clean edges of all valve boxes and sprinkler heads.
5. Irrigate using a manual system and monitor irrigation patterns to assure adequate watering of trees, plantings, and ground cover.
6. Regularly inspect irrigation emitters and sprinklers for proper functionality.
7. Repair sprinklers as needed – Rossmoor Community Services District will provide parts.

REPORTS TO THE DISTRICT

1. The Contractor shall immediately report, to the District's Park Superintendent, any condition which is deemed hazardous, or which requires immediate attention.
2. The contractor will provide monthly Q&A to report all activities which are performed by the Contractor which are prescribed on Monthly/Quarterly schedules.

LIQUIDATED DAMAGES

One hundred dollars (\$100) shall be deducted from Contractor's monthly payment for each schedule failure after three warnings regarding such failures. These deductions may be assessed on a per irrigation controller basis or a per event basis, in the sole discretion of the District's Representative.

PRACTICAL SPECIFICATIONS FOR PROFESSIONAL CONTRACT LANDSCAPE MANAGEMENT

I. Scope of Work:

Contractor shall furnish all horticultural supervision, labor, material, equipment, and transportation required to maintain the landscape throughout the contract period, as specified herein.

The scope of our services shall be based exclusively on those items approved and initiated on Page One (1) of our Proposal document.

II. Lawn Care:

A. Mowing and Edging:

Lawns shall be mowed more frequently during the active growing seasons and as needed during other seasons. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety considering the season.

Clippings shall not be caught and removed from the lawn area unless they are lying in swaths which may damage the lawn.

Edges shall be trimmed to maintain a neat appearance.

B. Fertilization:

Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on the type of nitrogen used and the type of turfgrass.

C. Disease Control:

Disease control is maintained through proper fertilization, mowing and water management. If disease problems occur Contractor will use treatments to stop or slow progression of the disease. This program does not include the prevention of disease with weekly or monthly applications of disease control products although such protection is available at substantial additional cost.

Disease caused by infestation of nematodes (microscopic round worms that feed on roots) is not included. Currently, there is no effective nematode control product registered for use on landscapes. Contractor will recommend additional treatments and procedures to minimize damage should nematodes become a problem. These treatments will be provided at additional cost. Nematode control is available for some sports turf locations and will be quoted separately if required.

D. Insect Control:

Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage. These treatments do not include the prevention of fire ant infestation which is available at added cost.

E. Weed Control:

Contractor will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, applications of pre and postemergence weed controls will be applied at times if warranted to control weeds without damaging desirable turf. Recent changes in Federal regulations have resulted in our loss of ability to selectively control some weeds including crabgrass when present in St. Augustine. The only control of these weeds is to treat infested turf with an organic weed control acceptable to the District. These treatments require the resodding which will be quoted at additional charge.

III. Ground Cover Area/Shrub Areas:

A. Edging:

Edge ground cover as needed to keep within bounds and away from obstacles.

B. Pruning:

Shrubs shall be pruned only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth, or winterkill.

C. Watering:

Keep beds reasonably free of broadleaf or grass weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides.

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problems.

D. Fertilization:

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

E. Fungicide:

Apply recommended, legally approved fungicides to control disease-causing damage to ornamental if warranted.

F. Pesticide:

Apply recommended, legally approved pesticides to control insects causing damage to ornamentals if warranted.

G. Control of Imported Pests:

Certain locations in the United States have a record of accidental introduction of pests from other countries. These imported pests can be very damaging and difficult or impossible to control with available products. Where such pests become a problem Contractor will recommend the most cost-effective alternatives for pest mitigation. Such recommendations may include plant replacement or intensified treatment schedules that may require additional cost to the customer.

IV. Tree Care:

A. Pruning:

Height limitation for tree pruning covered in the specification is 15 feet. On trees over 15 feet in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised. Trees under 15 feet are scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary. Evergreen trees under 15 feet shall be thinned out and shaped only if necessary to minimize wind and storm damage.

B. Staking:

Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client.

V. Mulched Areas/Granite Areas:

Mulched or decomposed granite areas will be inspected on our days of service. Weeds and grasses shall be controlled with recommended, legally approved herbicides only if necessary. In those areas with excessive mulch build up alternatives will be discussed with the client.

VI. Irrigation System:

Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. In some circumstances, water scheduling may be limited by local watering restrictions.

Where practical, watering shall be done at night or early morning if the system is automatic, unless notified otherwise by the owner.

Any damages to the irrigation system caused by the Contractor while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period.

Faulty equipment, vandalism or accidental damage caused by others shall be reported promptly to the owner. Cost of labor and material to perform repair is an extra and shall be paid for by the owner upon authorization.

Whenever possible the owner's representative shall be instructed on how to turn off the system in case of emergency. Our office is to be advised at once or by the next business day.

If the Contractor is required to make emergency repairs or adjustments other than regularly scheduled visits, a minimum charge will apply.

VII. **Debris Cleanup:**

All landscape areas shall be inspected on days of service and excess debris removed. Gardening debris, generated from our work, shall be removed from paved areas on days of service. This excludes leaf fall pickup from parking areas, sidewalks, pools, etc.

VIII. **Bio-Hazards:**

Contractor shall not be responsible for policing, picking up, removing, or disposing of certain materials that may be biohazards on the Owner/Client's property. This includes, but is not limited to, items such as hypodermic needles (sharp needles) which will not be handled by the Contractor's employees at any time, condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. The contractor shall only be obliged to report/communicate any observations of potential biohazards to the Owner/Client for their appropriate removal by others, unless previously arranged by the Owner/Client and Contractor.

5. **VENDOR QUESTIONNAIRE**

5.1 Have you read and agreed to all Terms and Conditions?*

Yes ____

No ____

*Response required

Published: January 2, 2024



GREENFIELD
LANDSCAPING & MAINTENANCE INC.

**Rossmoor
Community
Services District
Proposal
2024-RFP-001**

Account Rep. Peter Wassif

Cell Phone 714-337-7496
Peter@GFLandscaping.com

Greenfield Landscaping & Maintenance, Inc.
3129 S. Hacienda Blvd Suite 384 Hacienda Heights, CA 91745
Office: 626-919-2792

Mission Statement:

Thank you for taking time to consider our proposal. Greenfield Landscaping & Maintenance, Inc. is a growing business and we are committed to providing excellence in all landscaping services. We offer a variety of services from irrigation maintenance to tree trimming and removals. We are eager to grow our business with the trust and respect from our clients.

We work closely as a team to make sure our landscape project run without any delays or disruptions. Our goal is to always make sure our projects, big or small, give our customers the satisfaction they are looking for.

References:

Travis Burleson
Emanate Health Partners
Grounds Supervisor
626-938-7598

Brain McGraw
SGV Water Co
Facility Maintenance Supervisor
626-774-2255

Paul Diaz
St John Bosco High School
Director of Facilities
562-920-1734 x.587

Greenfield Landscaping & Maintenance, Inc.
3129 S. Hacienda Blvd Suite 384 Hacienda Heights, CA 91745
Office: 626-919-2792

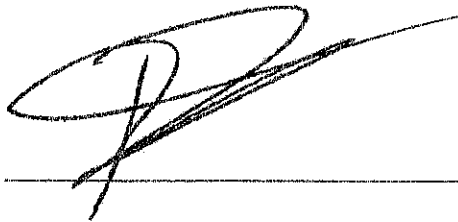
Statement of Qualification

Greenfield aims to go above and beyond in maintenance care, under promise and over deliver in all we do. We believe our services can turn your city around in a positive view making your landscape blossom. We will have a 3 man crew out 3 times a week.

We have a fully staffed team ready to tackle all disruptions that occur on a day to day basis. Our irrigation tech, Alejandro is knowledgeable in irrigation and the day to day function of landscape maintenance. He has been with Greenfield for 4 years and has been an irrigation tech for the last 10 years. He is QWELL certified and in the process of becoming a certified pesticide spray tech. He will be out in the city once a week reviewing irrigation and flagging any concern so we can get everything on a schedule. Some instances will require more hands on deck with written approval from Greenfield to the Rossmoor District contact.

Our lead Johnathan, has been with Greenfield for 4 years and has a strong background in landscape. He is currently enrolled in irrigation classes and expanding his knowledge in the landscape design aspect. He has a great attention to detail and can coordinate with the team to ensure maintenance is being completed at 100% in every aspect.

Signed By: Peter Wassif



Date: _____

1/31/2024

**ROSSMOOR COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL LANDSCAPE
AND LAWN CARE SERVICES WITH Greenfield Landscaping & Maintenance, Inc.
1 YEAR CONTRACT W/ OPTION TO RENEW**

This Professional Services Agreement (“Agreement”) is made and entered into this 29th day of January, 2024, by and between the Rossmoor Community Services District, a public agency (“District”), and Greenfield Landscaping & Maintenance, Inc., a C-Corporation (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

1. RECITALS.

1.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain services required by the District on the terms and conditions set forth in this Agreement. Contractor represents and warrants that it is experienced in providing such services, is licensed in the State of California, and is familiar with the operation of District.

1.2 Project.

District desires to engage Contractor to render Professional Landscape and Lawn Care Services to the District (“Project”) as set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

2. SCOPE OF SERVICES AND TERM.

2.1 General Scope of Work. Contractor promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A,” Scope of Work, attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. In the event of a conflict or ambiguity between the provisions of this Agreement and any of the attached exhibits, the provisions of this Agreement shall be controlling.

2.2 Term. The term of this Agreement shall be for a period not exceeding 1 years from February 13, 2024 (the “Effective Date”), unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3. RESPONSIBILITIES OF CONTRACTOR.

3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee. Contractor shall have no power to incur any debt, obligation, or liability on behalf of District or otherwise act on behalf of District as an agent. Neither District nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of District. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of District and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement and in accordance with the schedule of services as incorporated into Exhibit "A". Contractor represents and warrants that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the schedule, District shall respond to Contractor's submittals in a timely manner. Upon request of District, Contractor shall provide a more detailed schedule of anticipated performance to meet the schedule of services.

3.3 Conformance to Applicable Requirements and Coordination of Services. All work prepared by Contractor shall be subject to the approval of District. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff, Contractors and other staff at all reasonable times.

3.4 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.5 Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the District's Representative, regarding any services rendered under this Agreement at no additional cost to District. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to District, provide all necessary design drawings, estimates and other professional services necessary to rectify and correct the matter to the sole satisfaction of District and to participate in any meeting required with regard to the correction.

3.6 Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to District or its Representative for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.7 Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of District. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of District. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of District and without liability or legal exposure to Contractor. District shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from District's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to District any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by District or its authorized representative, at no additional cost to the District.

3.8 Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the District within ten (10) days of delivery of termination notice to Contractor, at no cost to District. Any use of uncompleted documents without specific written authorization from Contractor shall be at District's sole risk and without liability or legal expense to Contractor.

3.9 Insurance.

3.9.1 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Workers' Compensation*; and (3) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto).

(B) **Minimum Limits of Insurance.** Contractor shall maintain limits no less than: (1) *General Liability*: A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of \$2,000,000.00 or (ii) bodily injury limits of \$1,00,000 per person, \$2,000,000.00 per occurrence and \$2,000,000.00 products and completed operations and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; (2) *Workers' Compensation Insurance*: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the District against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or service contemplated in this Agreement; and (3) *Automobile Liability*: a policy of comprehensive vehicle liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of \$1,000,000.00 per person and \$2,000,000.00 per occurrence and property damage liability limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate to cover the operation of all automobiles, trucks, street sweeping vehicles or other motorized vehicles utilized by Contractor. Said policy shall include coverage for owned, non-owned, leased and hired vehicles.

3.9.2 **Insurance Provisions.** All of the above policies of insurance shall be primary insurance and shall name the District, its officers, employees, volunteers and agents as additional insured. The insurer shall waive all rights of subrogation and contribution it may have against the District, its officers, employees, volunteers and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the District. In the event any said policies or insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the General Manager. No work or Services under this Agreement shall commence until the Contractor has provided the District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverage and said Certificates of Insurance or binders are approved by the District. The Contractor agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible. The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the District due to unique circumstances.

4. FEES AND PAYMENTS.

4.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B," Compensation, attached hereto and incorporated herein by reference. The total monthly compensation shall not exceed Seventeen Thousand Six Hundred Thirty Six dollars (\$17,636.00) without written approval of District. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

4.2 Payment of Compensation. Contractor shall submit to District in the form approved by District, a monthly statement for Services rendered prior to the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

4.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by District.

4.4 Extra Work. At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

4.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Sections 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000.00 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. GENERAL PROVISIONS.

5.1 Termination of Agreement. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Contractor may terminate this

Agreement solely for cause and shall do so by providing written notice to District of such termination, and specifying the date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation.

5.2 Representatives. District's General Manager or his or her designee shall be the representative of District for purposes of this Agreement and may issue all consents, approvals, directives, or agreements on behalf of District called for by this Agreement. Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement.

5.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: Greenfield Landscaping & Maintenance, Inc.
3129 S Hacienda Blvd #384
Hacienda Heights CA 91745
Attn: Peter Wassif, Project Manager

District: Rossmoor Community Services District
3001 Blume Dr.
Rossmoor, CA 90814
Attn: Joe Mendoza, General Manager

Such notices shall be deemed made when personally delivered or, when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

5.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to District may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the Public Records Act, and of which Contractor informs District of such trade secret. District will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The District shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

5.5 Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this Agreement, including, but not limited to, the

Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the District's Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

5.6 Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with such action.

5.7 Indemnification. Contractor agrees to defend, with counsel selected by District, indemnify, and hold free and harmless District, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against District, its elected officials, officers, agents and employees arising out of the performance of Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against District, its elected officials, officers, agents and employees based upon the work performed by Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of District for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of District. This provision shall supersede and replace all other indemnity provisions contained either in the District's specifications or Contractor's proposal, which shall be of no force and effect.

5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

5.9 Waiver. The delay or failure of either Party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

5.10 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every

employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

5.11 Prior Approval Required to Subcontract. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Contractor shall require each of its subcontractors to agree in writing to be bound by the provisions of this Agreement.

5.12 Non-Exclusive Agreement. Contractor acknowledges that District may enter into agreements with other contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

5.13 Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without District's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of District's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

5.15 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue to be in full force and effect.

5.16 No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of District and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

5.17 Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

5.18 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

5.19 The Individuals Signing this Agreement. The individuals signing this Agreement represent and warrant that they have the right, power, and authorization to bind their respective entities to the terms of the Agreement.

5.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

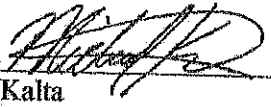
5.21 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to any matter referenced herein and supersedes any and all other prior negotiations. As of the Effective Date of this Agreement, this Agreement shall supersede, and otherwise be controlling, over any and all provisions of any previous agreements, which shall be of no further force or effect.

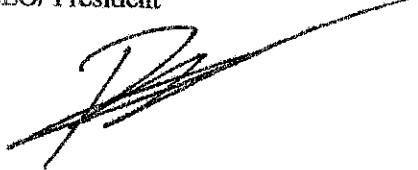
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

ROSSMOOR COMMUNITY SERVICES DISTRICT

By: _____ Date: _____
Board President

Greenfield Landscaping & Maintenance, Inc.

By:  _____ Date: 1/31/2024
Michael Kalta
CEO/ President

By:  _____ Date: 1/31/2024
Peter Wassif
Project Lead

APPROVED AS TO FORM FOR DISTRICT

By: _____ Date: _____
General Counsel

EXHIBIT "A"

SCOPE OF WORK

ALL SITE LOCATIONS EXCEPT ROSSMOOR WAY MEDIANS & TRIANGLE

PARK MAINTENANCE PERFORMANCE STANDARDS:

1. Trim hedges bi-weekly during the growing season (April – September); and trim as necessary throughout the year.
2. Pick up paper and debris in the parks three (3) times per week as part of landscape maintenance operations in areas we are working.
3. Weed landscaped areas, as necessary, including planters.
4. Edge or trim grass from ballfield backstops once per month. Infield not included.
5. Contractor to program Irrigation Controllers, and adjust as necessary, to assure proper watering of turf and landscape areas to avoid over-watering or under-watering. Contractor shall utilize appropriate monitoring equipment to evaluate and control watering.
6. Regularly inspect irrigation emitters and sprinklers for proper functionality once per week.
7. Repair sprinklers as needed – Contractor will provide parts and invoice the RCSD monthly.
8. Maintain edges of all valve boxes.
9. Maintain Ivy ground cover in building planters and tree wells as needed for a neat and clean appearance.
10. Hand rake sand pits and gravel areas three times per week.
11. Rototill all sand pits quarterly.
12. Blow off recessed on-street parking spaces at Rossmoor park and parking lots at Rush Park and Montecito Center once each month.

TURF MAINTENANCE PERFORMANCE STANDARDS:

1. Complete 45 turf mows annually. Once per week March 01 through October 31; once every-other-week November 01 through February 28.
2. All turf mowing to occur on Wednesdays at Rush Park and Fridays at Rossmoor Park unless otherwise approved, in writing, by the District General Manager.
3. Edge all concrete areas bordering turf each mow occurrence.
4. Sweep all concrete areas adjacent to mow areas each mow occurrence.
5. De-Thatch turf once annually.
6. Rake or vacuum grass clippings in June, July, and August (If mulching mower is used, this requirement can be reduced or eliminated).
7. Aerate and fertilize turf areas twice annually.
8. Maintain tree wells free of grass and weeds; tree wells to be three-foot radius or greater depending on circumference of the tree.
9. Spray weed killer once annually, at both Rush and Rossmoor Parks.
10. Over-seeding is listed as an additive alternate and will be an additional charge once per year as requested.

ROSSMOOR PARK AND RUSH PARK SPECIAL MAINTENANCE STANDARDS

1. Blow off walkways around buildings and main sidewalk three (3) times per week.
2. Level sand under the swings in the "tot-lots" three (3) times per week and as -needed.
3. Remove fallen leaves by rake, vacuum, or blowing bi-weekly, or as-needed, around buildings three (3) times per week.

**ROSSMOOR WAY MEDIANS, ROSSMOOR TRIANVE, FOSTER MINI-PARK,
KEMPTON MINI-PARK:**

1. Trim shrubs bi-weekly during the growing season (April – September); and trim as necessary throughout the year.
2. Pick up paper and debris three (3) times per week.
3. Remove ivy, grass, and weeds from around trees and maintain tree wells up to three feet in diameter.
4. Remove ivy, grass, and weeds to maintain the clean edges of all valve boxes and sprinkler heads.
5. Irrigate using a manual system and monitor irrigation patterns to assure adequate watering of trees, plantings, and ground cover.
6. Regularly inspect irrigation emitters and sprinklers for proper functionality.
7. Repair sprinklers as needed – Rossmoor Community Services District will provide parts.

REPORTS TO THE DISTRICT

1. The Contractor shall immediately report, to the District's Park Superintendent, any condition which is deemed hazardous, or which requires immediate attention.
2. The contractor will provide monthly Q&A to report all activities which are performed by the Contractor which are prescribed on Monthly/Quarterly schedules.
- 3.

LIQUIDATED DAMAGES

One hundred dollars (\$100) shall be deducted from Contractor's monthly payment for each schedule failure after three warnings regarding such failures. These deductions may be assessed on a per controller basis or a per event basis, at the discretion of the District's Representative.

Rossmoor Park 1 day

1 truck, 3 men, (every monday)

Mow (pick up clippings)

Edge

Blow

Details Shrubs

Rush Park 1/2 day

1 truck, 3 men, (every wednesday)

Mow (pick up clippings)

Edge

Blow

Details Shrubs

Rossmoor Median, 1-2 hours

Wednesdays, 3 men

detail

blow

free from weeds

irrigation is working

Rossmoor trianve

Wednesday 3 men 1-2 hours

detail

blow

free from weeds

irrigation is working

Foster mini park/Kempton Mini Park

Fridays 3 men 1 full day

Mow (pick up clippings)

Edge

Blow

Details Shrub

EXHIBIT "B"
COMPENSATION

**GREENFIELD LANDSCAPING &
MAINTENANCE INC. PROPOSAL CONTRACT**
Office: (626) 919-2792

This service contract, dated as the Date of Contract in Article IA. Below, is made by and between Owner and Contractor as defined below.

I. GENERAL

a. Date of Contract: 01/30/2024 b. Service Start Date: _____

c. Management: _____

d. Manager: JOE MENDOZA, GENERAL MANAGER

Billing address: 3001 BLUME DR
ROSSMOORE CA 90814

e. Property & Address: ROSSMOOR COMMUNITY SERVICES DISTRICT
3001 BLUME DR ROSSMOOR CA 90814

f. Contractor Address: 3129 S. HACIENDA BLVD SUITE 384
HACIENDA HEIGHTS, CA 91745

Federal ID number: 27-4015952

g. Services: LANDSCAPING & TREE SERVICES

h. Consideration: YEARLY LANDSCAPING MAINTENANCE
CONTRACT WITH 30 DAY NOTICE OF TERMINATION

i. Insurance Requirements: \$2,000,000 each person, each occurrence
\$2,000,000 Property damage each occurrence

IN WITNESS WHEREOF, the parties hereto have caused this Service Contract to be executed by their duty authorized representatives as of the date first herein above written. In the event of any conflict between the terms of this Service Contract and any attachments or exhibits thereto, the Service Contract shall control. Written (30) day notice required.

CONTRACTOR: GREENFIELD LANDSCAPING & MAINTENANCE
NAME: MICHAEL KALTA **TITLE:** CEO **DATE:** 01/30/2024

PROPERTY MANAGEMENT: _____
NAME/TITLE: _____ **DATE:** _____

I. TERM

Owner hereby engages Contractor to provide the Services as an independent contractor commencing on the Service Start Date indicated above and continuing thereafter until termination by either of the parties hereto. The party desiring to terminate this Service Contract shall do so by giving the other party thirty (30) days prior written notice of its election to terminate. Notwithstanding the above, this Service Contract will automatically continue upon any transfer of ownership of the Property or, if a court-appointed receiver is executing this Contract, upon termination of receiver's possession and operation of the Property.

II. SERVICES TO BE PERFORMED

General Services - For the Consideration hereinafter set forth in Article I.h. hereof, Contractor agrees to perform the Services for the Property in accordance with the schedule and in the manner described in the specifications which are attached hereto as "Exhibit A" and made a part hereof by reference.

III. CONSIDERATION

During the term of this Service Contract, Owner shall pay Contractor the Consideration as outlined in Article I.h, above any increases to Consideration requested by Contractor shall require thirty (30) days advance written notice to Owner. The contractor then has the option to terminate this Service Contract with written notice to the owner effective at the end of said thirty (30) day period.

IV. RELATIONSHIP OF THE PARTIES

The contractor hereby represents and warrants that it is an independent contractor. In no event and under no circumstances shall Contractor in the performance of its contractual obligation hereunder be deemed or considered to be acting as a servant, agent or employee of Owner or Manager. Owner further agrees to defend, indemnify, and hold harmless contractor, Manager and any of their contractors, affiliate, subsidiary, employees, or parent corporations against all claims, damages or liability arising from or related to the foregoing, except to the extent any claims are caused by the recklessness, misconduct or other like fault of contractor, its agents, or employees.

V. PERSONNEL

Contractor shall provide an adequate number of employees who have been trained and are competent to perform the Services. The personnel provided shall be supervised and directed by a foreman, who shall be trained and duly qualified to act in such capacity. All personnel will be properly uniformed or suitably attired while on the Property. Contractor agrees to reasonably maintain good order and good behavior with its employees and shall be responsible for their action while on the Property. The contractor shall remove such an employee from the workforce and shall provide a replacement therefore except where prohibited by law.

INITIAL: _____

VI. SUPPLIES AND EQUIPMENT

All supplies, equipment, uniforms and/or materials whatsoever, which may be reasonably necessary for performance of the Services will be furnished by Contractor at no additional cost or charge to Owner except as specifically indicated as an extra charge in writing. All such materials and supplies shall be of the highest industry quality only.

VII. COMPLIANCE WITH LAWS AND REGULATIONS

The contractor shall comply with all Federal, State and Local laws, ordinances and/or rules and regulations in connection with the performance of its services and obligations under this contract. The contractor will comply with all reasonable building rules and regulations which may be required.

VIII. INSURANCE

Contractor will obtain and maintain in full force and effect during the term of this Contract Worker's Compensation insurance as required by law, and comprehensive general liability insurance, including owned and non-owned automobile and employer liability and contractual liability coverage with respect to liability assumed by contractor herein. Such liability insurance shall name the property or Manager, including agents, affiliates, and subsidiaries as additional insured, and shall provide primary coverage for the property. The certificates shall provide that insurance will not be canceled or reduced without ten (10) days' prior written notice to the Owner and Manager.

IX. ASSIGNMENT

This Service Contract will be assigned by Contractor with the prior written consent of Owner. Contract shall be advised in writing of any such assignment and specify all locations.

X. NOTICES

All notices or other writing(s) required to be given under this Service Contract shall be deemed to have been duly given and sent via email or postal within (5) days. The address to which any notice or other writing may be given, made or sent to either party may be changed by written notice given by such party as provided above.

XI. PAYMENTS

Provided that Vendor is not in default of its obligations under the agreement, and unless otherwise specified in the agreement, in which event the agreement shall apply, all payments by vendor to contractor shall be made within thirty (30) days after owner receives contractor's statement/invoice for services rendered in accordance with the provisions of this agreement. Upon termination of either party the contractor shall be paid for the entire month regardless of termination date.

INITIAL: _____

XII. EFFECT

It is the intention of the parties hereto that the terms, conditions, and provisions of this Service Contract shall be legally binding upon and inure to the benefit of and be enforceable by each of the parties hereto and their respective successors and assigns.

XIII. ENTIRE AGREEMENT AND LAWS

This Service Contract represents the entire Agreement between the parties and supersedes all prior oral and written proposals and communications. The provisions hereof shall bind not only the immediate parties hereto but their respective heirs, executors, administrators, and successors and so far as the terms hereof permit assignment, the assigns of the parties as well.

XIV. ATTORNEYS FEES

In the event that either party should bring a claim or suit against the other for the recovery of any sum due or for breach of any provision of this Service Contract or for any other relief arising hereunder, then all costs and expenses, including reasonable attorney's fees, incurred by the prevailing party therein shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such claim of action and shall be enforceable whether or not the action is prosecuted to judgment.

XV. FORUM

The parties agree that the exclusive forum for any disputes or controversies arising out of or related to this Service Contract shall be a court of competent jurisdiction located in Los Angeles, California.

IN WITNESS WHEREOF, the parties hereto have caused this Service Contract to be executed by their duly authorized representatives as of the date first herein above written. Articles I.a through XV In the event of any conflict between the terms of this Service Contract and any attachments or exhibits thereto, the Service Contract shall control.

INITIAL: _____

GREENFIELD LANDSCAPING & MAINTENANCE

3129 S. Hacienda Blvd Suite 384

Hacienda Heights, CA 91745

Office: (626) 919-2792 Cell: 626) 926-2221

Fax: (626) 465-3566 e-mail: gflm2000@hotmail.com

MAINTENANCE SERVICE/DESCRIPTION OF WORK TO BE PERFORMED:

1) Maintenance:

Greenfield provides turf maintenance, mowing, hedge trim, tree/ shrub trimming, soil preparation, weed abatement, power stump grind, ivy/ tree top pruning, air blow debris from walkways, driveways, parking lots, surrounding perimeter areas and entrances of property. Greenfield is not responsible for gated patios areas.

2) Clean out:

Flower bedding, planters and bushes of weeds, trash, and leaves are removed and disposed of throughout the seasons. Clean-up of yard, rake yard, clean flower beds and bushes, remove and air blow all debris.

3) Turf Management:

Turf shall be mowed and clippings on weekly basis. Cut cool season turf 2 ½" and warm season should be 1 ½" and in uniform height. Mowing patterns shall be changed weekly to avoid rutting turf areas. Care should be exercised during the mowing operation to prevent damage to trees and other obstacles in the turf area such as electrical boxes or fixtures.

4) Irrigation:

Expert consulting regarding optimal watering processes for different plants and tree species, detailed inspection of existing irrigation system, seasonally adjusting irrigation controlling as demanded by changing environmental variables and climate, clock programming, and repair, repairing broken or leaking main pipes, lines, and sprinkler heads detecting, electrical troubleshooting or locations of breaks, adding new sprinkler heads or groups of sprinkler heads lawn drainage.

5) Irrigation Tech:

Our technician will be responsible for making sure that all sprinkler valves and sprinkler heads are working properly. The technician will also make necessary adjustments due to climate changes and set the proper timing for each property to avoid over soaking the turf. We will also provide you with 24-hour, 7-day-a-week emergency service at no extra charge. Services for work not included. Upon request Greenfield will provide you with a progress report.

INITIAL: _____

6) Drainage Facilities:

Greenfield shall be responsible for weekly inspection of surface drains located within the landscape areas. These drains shall be checked to ensure proper functioning. Greenfield shall remove any debris or vegetation that might accumulate at the inlet to prevent proper flow of water. Monitoring of drains during the rainy season shall be performed by owners on site personnel to prevent damage to plant materials. Greenfield will arrive on scheduled days including rainy days to check all gutter drainage. Greenfield shall not be responsible for blocked drainage, which occurs from improper operation of the drains on any property.

7) Annual Plantings:

Seasonal Plantings of Annuals and Color Rotations:

- Spring-Pansies
- Summer- Begonias, flowering vinca, impatiens, New Guinea impatiens, geraniums
- Fall-Pansies, mums and bulbs winter pansies and other variations of flowers

Greenfield owns its own nursery which allows variety and reasonable prices. Flower choices will depend on the season and customers' preference per estimate provided.

8) Haul Away:

All trash containers and haul away debris, branches, leaves, grass, and shrubs are the responsibility of Greenfield and will not be left on your property.

9) Weed Abatement/Insect Control:

We provide weed and insect control; Greenfield shall always maintain weeds from turf areas by either chemical means or pallet application. Apply pesticides as required to control and prevent diseases and insects. **Any extra work, or to complete chemical application for weed/insect control may require extra charges that apply.** (MSDS available)

10) Shrubs:

Important application of fertilizer to protect new, emerging growth from disease, early mites, and aphids will be provided at an additional cost, depending on size of shrub/bush. Selective pruning removes dead or damaged areas and restores a plant's natural form and sizing for improved health.

11) Work Schedule Options:

Property will be serviced 3 days a week with a 3 men crew for 52 weeks per year. Greenfield works in all types of weather including rain and fog.

INITIAL: _____

12) Emergency Services:

In case of an emergency such as irrigation issues, fallen trees, or fallen debris.

1st Contact: Michael Kalta- Manager (626) 926-2221

2nd Contact: Rick Garcia- Field Supervisor (951) 396-8415

3rd Contact: Vanessa Acosta- Office Administrator (626) 919-2792

4th Contact: Valerie Martinez- Administrative Assistant (626) 919-2792

ALL SITE LOCATIONS EXCEPT ROSSMOOR WAY MEDIANS & TRIANGLE

PARK MAINTENANCE PERFORMANCE STANDARDS:

1. Trim hedges bi-weekly during the growing season (April – September); and trim as necessary throughout the year.
2. Pick up paper and debris in the parks three (3) times per week as part of landscape maintenance operations in areas we are working.
3. Weed landscaped areas, as necessary, including planters.
4. Edge or trim grass from ball field backstops once per month. Infield not included.
5. Contractor to program Irrigation Controllers, and adjust as necessary, to assure proper watering of turf and landscape areas to avoid over-watering or under-watering. Contractor shall utilize appropriate monitoring equipment to evaluate and control watering.
6. Regularly inspect irrigation emitters and sprinklers for proper functionality once per week.
7. Repair sprinklers as needed – Contractor will provide parts and invoice the RCSD monthly.
8. Maintain edges of all valve boxes.
9. Maintain Ivy ground cover in building planters and tree wells as needed for a neat and clean appearance.
10. Hand rake sand pits and gravel areas three times per week.
11. Rototill all sand pits quarterly.
12. Blow off recessed on-street parking spaces at Rossmoor park and parking lots at Rush Park and Montecito Center once each month.

TURN MAINTENANCE PERFORMANCE STANDARDS:

1. Complete 45 turf mows annually. Once per week March 01 through October 31; once every-other-week November 01 through February 28.
2. All turf mowing to occur on Wednesdays at Rush Park and Fridays at Rossmoor Park unless otherwise approved, in writing, by the District General Manager.
3. Edge all concrete areas bordering turf each mow occurrence.
4. Sweep all concrete areas adjacent to mow areas each mow occurrence.
5. De-Thatch turf once annually.
6. Rake or vacuum grass clippings in June, July, and August (If mulching mower is used, this requirement can be reduced or eliminated).
7. Aerate and fertilize turf areas twice annually.
8. Maintain tree wells free of grass and weeds; tree wells to be three-foot radius or greater depending on circumference of the tree.
9. Spray weed killer once annually, at both Rush and Rossmoor Parks.
10. Over-seeding is listed as an additive alternate and will be an additional charge once per year as requested.

ROSSMOOR PARK AND RUSH PARK SPECIAL MAINTENANCE STANDARDS

1. Blow off walkways around buildings and main sidewalk three (3) times per week.
2. Level sand under the swings in the "tot-lots" three (3) times per week and as -needed.
3. Remove fallen leaves by rake, vacuum, or blowing bi-weekly, or as-needed, around buildings three (3) times per week.

ROSSMOOR WAY MEDIANS, ROSSMOOR TRIANVE, FOSTER MINI-PARK, KEMPTON MINI-PARK:

1. Trim shrubs bi-weekly during the growing season (April – September); and trim as necessary throughout the year.
2. Pick up paper and debris three (3) times per week.
3. Remove ivy, grass, and weeds from around trees and maintain tree wells up to three feet in diameter.
4. Remove ivy, grass, and weeds to maintain the clean edges of all valve boxes and sprinkler heads.
5. Irrigate using a manual system and monitor irrigation patterns to assure adequate watering of trees, plantings, and ground cover.
6. Regularly inspect irrigation emitters and sprinklers for proper functionality.
7. Repair sprinklers as needed – Rossmoor Community Services District will provide parts.

1. H) TOTAL MONTHLY MAINTENANCE SERVICE: \$17,636.00

SIGN:

DATE:

Thank you in advance for giving us the opportunity to present our proposal. Note that the contract was intended to establish business between owner and manager and used only for the purposes set forth. Proposal is valid for (30) days from the date created.

SERVICE TASK

Exhibit "A"

1. Each service will begin with a property evaluation to make sure the work area is safe and clear of any debris and obstructions by a team supervisor.
2. After the property evaluation our maintenance crew will then proceed with the mowing and edging of the lawn area and shrubs.
3. We will then begin cleanup of all lawn clippings and debris throughout the property.
4. Weeding out any shrubs, ivy patches, twigs, trash in flower beds or around trees.
5. Seed and fertilize lawn area on the property as specified on contract needed to assure full color and proper growth.
6. The sprinkler irrigation system will be given a routine service check and go through the sprinkler systems and check each sprinkler head to assure proper irrigation.
7. The parking area and walkways throughout the exterior complex will be air swept and cleaned of any lawn clippings and debris generated during each service.
8. At the end of the workday all lawn clippings and debris along with trash will be properly disposed and loaded onto the work truck to haul away.
9. Each area is looked over to assure all tools and equipment is collected at the end of each service.
10. At the end of the service the team supervisor will go thru a ten-point check list to make sure all work areas are left clean and neat.

MAINTENANCE SERVICE CALENDAR

Please note service recommendations may differ depending on particular property needs and/or contract specification.

January

- Irrigation inspection
- Leaf abatement
- Winter shrub pruning
- Shrub bed care

February

- Irrigation inspection
- Leaf abatement
- Winter shrub pruning
- Shrub bed care

March

- Irrigation inspection
 - First turf fertilization
 - Shrub bed care
 - Pre-emerge fertilize lawns and shrub beds
- ** Some items may roll over into April
Due to weather conditions*

April

- Irrigation inspection
- Post emergent herbicide application
- Shrub bed care
- Tree and shrub fertilization

May

- Irrigation inspection
- Maintenance pruning shrubs & ground covers
- Shrub bed care
- 2nd application turf fertilizer
- Annual care

June

- Irrigation inspection
- Maintenance pruning shrubs & ground covers-
- Shrub bed care
- Annual care

July

- Irrigation inspection
- 3rd application turf fertilizer
- Shrub bed care
- Annual care
- Post emergent fertilizer application

August

- Irrigation inspection
- Shrub bed care
- Annual care
- 4th application turf fertilizer

September

- Shrub bed care
- Irrigation inspection
- 2nd tree and shrub fertilization as needed

October

- Irrigation inspection
- 5th fertilizer application fall formula
- Mowing bi-weekly per weather conditions
- Shrub bed care
- Annual care

November

- Irrigation inspection
- Leaf abatement
- Shrub bed care
- Annual care

December

- Irrigation inspection
- Leaf abatement
- Winter pruning
- Shrub bed care

Amendments:

20 empty horizontal lines for writing amendments.



800.420.1962 • License No. 596152



REQUEST FOR PROPOSALS FOR:

2024-RFP 001

PROFFESIONAL LANDSCAPE AND LAWN CARE SERVICES

ROSSMOOR COMMUNITY SERVICES DRISTRIC

3001 BLUME DR.

ROSSMOOR, CA 90720

GREENTECH LANDSCAPE INC.

800.420.1962 • License No. 596152



Company Information

Main Contact: Abel Cohetzaltitla

Direct Line: (562)360-4000 Office: (800)420-1960 Fax: (562)777-1962

Mailing & Office Address:

13560 E. Telegraph Rd. Whittier, CA 90605

License & FEIN Numbers:

C27 596152 FEIN# 26-3419736

Corporation Entetity in California



800.420.1962 • License No. 59652

Re: City of Rossmoor

Landscape and lawn care services RFP

Attention: Joe Mendoza-General Manager

Greentech Landscape, Inc. is a full-service landscape maintenance and construction company serving municipal and commercial entities throughout all Southern California. Greentech has been established for 41 years and we are fully licensed and insured. We are a very well financially established firm for which we and can responsibly comply with any size contract or demand. Some of our services include, Landscape maintenance and installation, irrigation troubleshooting, installation and repairs, tree trimming, parks mowing and maintenance and pesticide applications. We count with qualified trained and licensed personnel with QAL and Irrigation technicians. Our fleet consists fully equipped trucks with landscaped trailers, irrigation trucks with parts, all size walk behinds and sit on mowers from a 21" mower to a 3 deck Toro Groundmaster.

Greentech's clients include both private sector and municipalities, local municipal contracts include City of San Clemente, City of Bell Gardens, City of Los Alamitos as well as Long Beach and Moreno Valley. We have served the county of Orange with services similar to this scope of work which included various county parks maintenance. We count with several reputable references and have the professional experience to fulfill and satisfy the work being proposed.

Greentech has a complete understanding of the scope of work, maintenance standards and direction specified in the rfp. Our bid is in full compliance with the written specifications as stated in the request for proposal, staffing level, equipment conditions, uniforms, as well as personal safety equipment.

We look forward in being considered for this or any future bid,

A handwritten signature in blue ink, appearing to be the initials "A R".

Account Manager/Business Development



6004201962 • License No. 596152

Overview and Approach

Greentech Landscape will provide qualified staffing with direct hires from within County of Orange and work with local vendors for all contract related service such as equipment, fuel, and supplies to maintain the required level of landscape and grounds maintenance services for this contract.

Greentech landscape understands it is the counties objective to ensure the provision of landscape and grounds maintenance services at the service level specified in the Scope of Work, with maximum efficiency and minimum cost.

Greentech Landscape understands the work to be done at the park sites are landscape maintenance and other specific duties as set forth and designated in the Scope of Work. Daily, weekly, monthly and annual tasks frequencies shall be incorporated into our service schedules and adhered to.

All schedules, insurance, bonds, contact information and other required documents will be delivered to the county contract representative at a job start-up meeting prior to start date.

Greentech Landscape currently employs one full time mechanic for equipment and vehicle maintenance. Greentech utilizes specialized software for tracking of all maintenance schedules and repairs.

We will be applying the highest standard of professional horticultural maintenance standards when carrying out the duties required in the specifications as to maintain the aesthetic level of the facility.

Greentech Landscape will be accessible by phone from both our main corporate office as well as our satellite offices. Our supervisors have cell phones and emails to receive work assignments and to communicate those assignments to their field crews.

All safety procedures conform to OSHA standard for training, schedules etc. Equipment and horticulture training are done on a schedule as implemented by Greentech's training officer.



800.420.1962 • License No. 596152

Greentech Qualifications/Past Experiences

Greentech has current and past successful experiences working for municipal entities such as the following:

List of current active contracts:

County of Orange: O'Neill, Whiting Ranch, McFadden House, Saddleback Gateway

- o Landscape & irrigation maintenance trail trash and debris removal

City of Anaheim, Department of Public Works

- o City facilities, medians and parks landscape & irrigation maintenance

City of Los Ontario

- o Parks and medians landscape & irrigation maintenance

City of Corona

- o Citywide landscape maintenance, medians, facilities and parks

City of Pasadena

- o City median landscape & irrigation maintenance

City of Moreno Valley

- o Median, parks landscape maintenance

County of Los Angeles

- o Community Centers and Parks landscape & irrigation maintenance

City of Bell Gardens

- o City parks and medians landscape maintenance

List of Past expired contracts:

City of Long Beach May 2010-July 2020 - Parks, medians, and sites landscape and irrigation maintenance

City of La Mirada February 2017-December 2019 - Facilities, parks landscape & irrigation maintenance

County of Orange: OC Parks and various Trails

- o Landscape maintenance, irrigation maintenance and repairs, trail trash and debris removal



#004201962 • License No. 596152

Resumes and Qualifications of Personnel

Jose L. Vallin – Branch/Operations Manager

Contributes over 20 years in supervision of landscape maintenance, installation, and repairs. He has knowledge of irrigation repairs, maintenance and valve replacement. He manages and supervises multiple men crews for various job sites.

Abel Cohetzaltitla - Account Manager/Business Development

Provides 16 years of landscape maintenance and management procedures. Fully trained in irrigation, pesticide applications. Has experience successfully managing and supervising municipal contracts and developing new potential leads.

Justine Orantes- Office Manager/HRSafety

Safety management of new and existing contracts. Implementing proper use of equipment on a monthly basis or as needed. She is responsible setting up all clinics, urgent care and hospital locations and vehicles with spill kits, and mapping in windows for public views.

Juan M. Sanchez - Account Manager/Licensed Applicator

Provides over 20 years of landscape industry knowledge of installation and maintenance, and over 7 years of contract management. He is knowledgeable in QAL application and safety requirements

Fausto Moreira – Certified Irrigation technician

Fully trained and experienced in all aspects of irrigation trouble shooting, repairs and installations.



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Integration Plan

Greentech Landscape will work with the contract manager to have a weekly schedule b which it will adhere to. All contact information will be provided to provide open lines of communications between the County of Orange and Greentech Landscape. In the event of an emergency the City will be able to contact the account supervisor and/or foreman to resolve the matter at hand.

Greentech Landscape will provide the necessary staffing to maintain and provide the scope of work requested of this contract.



800.420.1962 • License No. 596152

Greentech Scope of Work Understanding and Proposed Staffing/Method of Work

Greentech has an extensive background and experience in providing parks landscape services for public entities. That gives us an easy understanding of the scope of work being requested and successfully being able to complete the task without any deficiencies. We own and not lease all of our newer model equipment needed to complete mowing services, aerating along with regular parks maintenance.

Adequate, knowledgeable and fully trained staff is key to meet with contracted work standards. The following is our proposed plan of staffing and work days.

1 Irrigation Technician-One day per week 8Hrs per day (Monday)

3 Landscape Maintenance Crew Members- 1 Working Foreman, 2 General laborers 8hrs, 3 days per week (Monday, Wednesday, Friday)

Account Manager/Supervisor weekly site visits to oversee work and operations



800.420.1962 License No. 596152

PROPOSAL

NO. RCSD

Proposal Submitted to: Joe Mendoza	Ph (562)430-3707 Ext:103	Date 2/2/24
Rossmoor Community Services District 3001 Blume Dr. Rossmoor, CA 90720	Job Name & Location: Request For Proposal 2024-RFP-001 Professional Landscape And Lawn Care	

The undersigned hereby submits its proposal and by doing so, agrees to furnish services to RCSD In accordance with the Request for Proposal, and to the bound by the terms and conditions of the RFP.

QTY.	WORK OR ITEM DESCRIPTION	Monthly	Yearly
12	Landscape maintenance services per scope of work described in RFP 2024-RFP- Landscape and Lawn Services	\$16,315.44	\$195,785.28

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Per Month: \$16,315.44
Per Year: \$195,785.28

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Abel Cohetzaltita

Note: This proposal may be withdrawn by us if not accepted within 90 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

Signature _____

Date of Acceptance _____

13560 Telegraph Rd. Whittier CA 90605 Ph#(800)420-1962 Fax#(562)777-1962
LICENSE # 596152

Custom Landscaping Services for:



Prepared for:

Joe Mendoza
General Manager
3001 Blume Drive,
Rossmoor, CA 907200

Prepared By:

Joel Hundermark
Business Development Executive
Phone: 469-479-3750
Email: Joel.Hundermark@BrightView.com
1960 S. Yale Street, Santa Ana, CA 92704



Dear Joe,

On behalf of the BrightView team I would like to personally thank you for the opportunity to submit our proposal to professionally manage the landscape responsibilities for Rossmoor Community Services.

Experienced Operational Team

BrightView's customized Operations Team will provide you with unmatched service to consistently deliver worry-free landscape maintenance. We have the country's top PhDs in Agronomy, Horticulture and Turf Management who will be at your disposal. This will ensure a world-class landscape for Rossmoor Community Services District giving you the beautiful landscape that your community deserves.

Irrigation Management

Water rates are expected to continually rise anywhere from 7% to 9% per year in Southern California. This will really test the knowledge and expertise of the landscapers on how they can manage the landscape while keeping your property's water consumption low to reduce the yearly water cost. Without the proper education and experience with your Irrigation system, the system can work against you in many ways such as leaks, overspray, and overwatering. Proper irrigation management will not only save your community money in water usage and repairs, but it will also maximize the life of the plant material and trees.

Communication / Reporting

We understand that the goal of having a professional landscape company is not for you to point out areas of concern, but for your Account Manager to discuss potential enhancements and opportunities to elevate your property's landscaping. It's our job to be your eyes and ears on property and identify issues or problems as they occur and supply solutions in a timely manner, as well as suggest potential improvements and changes that can be made within the property. Our success in focusing on the details is achieved through quality inspections, crew efficiencies, crew training, and attention from your team. This will help increase the satisfaction of not only the residents of your community, but anyone who visits Rossmoor Community Services District.

Thank you for the opportunity to submit this proposal. Feel free to contact me at (469) 479-3750 or by email at Joel.Hundermark@Brightview.com. We're looking forward to a great partnership.

Sincerely,



Joel Hundermark
Business Developer Executive
1960 S. Yale Street,
Santa Ana, CA 92704

Ricardo Bautista

Ricardo Bautista
Branch Manager
1960 S. Yale Street,
Santa Ana, CA 92704
714-654-2593
Ricardo.Bautista@brightview.com



The BrightView Difference

Our people create and maintain the best landscapes on Earth.



Our Mission

To create customer value through engaged local teams, providing industry-leading landscape services.

We judge our success by the complete satisfaction of our customers. Every member of your landscape team will strive to earn your trust and loyalty through a proactive relationship in which we consistently perform work of the highest quality with unparalleled responsiveness.

Our ability to offer industry leading standards to our customers is attributed to our quality assurance and continuous improvement programs we have developed over our history.

DESIGN

Forward-thinking, constructible design that considers future operating costs.

- Landscape Architecture & Planning*
- Design Build*
- Program Management*

DEVELOP

Seamless project delivery that meets your goals, on-time and on-budget.

- Planting*
- Hardscaping*
- Pools & Water Features*
- Tree Growing & Moving*

ENHANCE

Thoughtful improvements to enrich your landscape's appearance and sustainability.

- Enhancements*
- Sustainability*
- Water Management*

MAINTAIN

Consistent service delivery and proactive solutions that keep your property at its best, now and in the future.

- Landscape & Tree Care*
- Snow & Ice*
- Exterior Maintenance*



Executive Summary

With roots dating back to **1939**, BrightView is the North America's industry leader in commercial landscaping and maintenance. In **1939**, Theodore W. Brickman, Sr. founded the landscape company called Brickman Group, Ltd.

140 YEARS OF CUMULATIVE EXPERIENCE

In **1949**, Burton S. Sperber founded Valley Crest Companies with an emphasis on landscape development.

In **2014**, Brickman and Valley Crest combined to form BrightView, uniting under the shared belief that caring for our team members and our clients should always be at the heart of what we do. Through consistent excellence, proactive service, and a steady client focus; Brightview is delivering brighter futures.

QUALIFICATIONS

Brightview Landscape Services, Inc. Maintenance Services segment delivers a full suite of recurring commercial landscaping services ranging from mowing, gardening, mulching, and snow removal to more horticulturally advanced services, such as water management, irrigation maintenance, tree care, golf course maintenance and specialty turf maintenance. Our maintenance services customers include Fortune 500 corporate campuses and commercial properties, HOAs, public parks, leading international hotels and resorts, airport authorities, municipalities, hospitals and other healthcare facilities, educational institutions, restaurants and retail, and golf courses, among others.

Experience

Experience, technical, and professional skills.

Staff Members – See “Meet the Team” page #11.

3 Most relevant contract – See references page #7.

CA license – See attached.

No subcontractors used on contract.



Proposed Method to Accomplish Work

BrightView has the manpower and resources readily available to successfully meet scope and expectations as outlined in the RFP.

Work will be accomplished working closely with RCSD staff while maintaining clean and safe grounds for the community. We will continue to provide service with multiple visits on a weekly basis in order to maintain a high level of service.

Draft for Schedule of each task:

Monday

3 employees will do maintenance for Rush Park and Rosemore Park. Trim and detail planters/shrubs, blow off hardscapes. Detail Tot- Lots.
1 irrigation Tech all day for both parks to complete inspections/adjustments.

Wednesday

4 employees for both parks mowing day including edging and blowing. Detail Tot- Lots.

Friday

2 employee to blow off and remove fallen leaves, paper detail as needed. Trim shrubs as needed at medians and mini parks. Detail Tot- Lots.



Corporate Profile

Brightview Landscape Services, Inc. provides commercial landscaping services, ranging from landscape maintenance, enhancements, tree care, and landscape development. We operate through a differentiated and integrated national service model which systematically delivers services at the local level by combining our **network of over 220 branches** with a qualified service partner network. Our branch delivery model underpins our position as a single-source end-to-end landscaping solution provider to our diverse customer base at national, regional, and local levels, which we believe represents a significant competitive advantage.

We believe our commercial customer base understands the financial and reputational risk associated with inadequate landscape maintenance and considers our services to be essential. We operate through two segments: Maintenance Services and Development Services. Our maintenance services are primarily self-performed through our national branch network and are route-based in nature. Our development services are comprised of sophisticated design, coordination, and installation of landscapes at some of the most recognizable corporate, athletic and university complexes.

As the number one player in the highly attractive and growing \$70 billion commercial landscape maintenance and snow removal market, we believe our size and scale present several compelling value propositions for our customers that allow us to offer a single-source landscaping service solution to a diverse group of commercial customers.

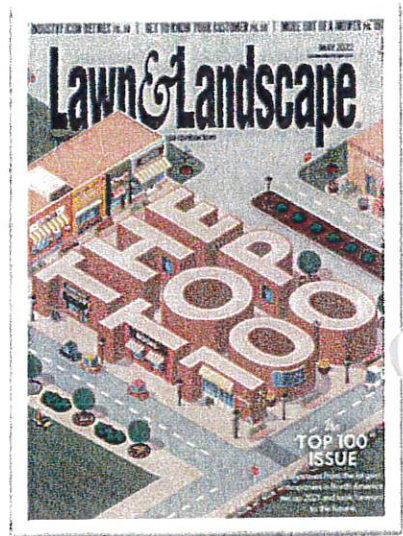
We serve a broad range of end market verticals, including School Districts, Higher Education Institutions, Municipal contracts, Corporate and Commercial properties, Homeowners Associations, Public Parks, Hotels and Resorts, Hospitals, Restaurants and Retail, and Golf Courses. We are also the **Official Field Consultant for Major League Baseball**. Our diverse customer base includes approximately 13,000 office parks and corporate campuses, 9,000 residential communities, and 450 educational institutions.

We believe that due to our unmatched geographic scale and breadth of service offerings, we are the only commercial landscaping services provider able to service clients whose geographically disperse locations require a broad range of landscaping services delivered consistently and with high quality.

2022
Lawn and Landscapes
Top 100 Companies

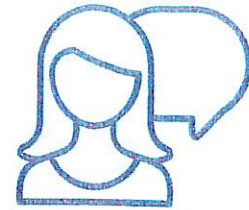
BrightView
Ranked #1

22,500 Employees
220 Branches



Official Field Consultant
for
Major League
Baseball





Client References

In our effort to provide the best possible landscape & snow removal services, our customers have become raving fans. But don't take our word for it. Ask them yourself!

City of Seal Beach

- Joseph Talarico
- Maintenance Service Supervisor City Arborist
- jtalarico@sealbeachca.gov
- (562) 431-2527 EXT 1318
- 211 Eighth street, Seal Beach, CA 90740

City of Costa Mesa

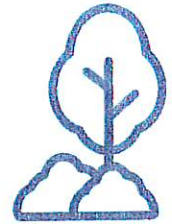
- Valente Martinez (Maintenance Supervisor Parks and Parkways)
- Valente.martinez@costamesaca.gov
- (714) 327-7489
- 2310 Placentia Ave, Costa Mesa, CA 92627

City of Newport

- Kevin Pekar (Parks and Trees Superintendent)
- kpekar@newportbeachca.gov
- (949) 644-3069
- 100 Civic Center Drive, Newport Beach, CA 92660

City of Cypress

- Jose Guerra (Maintenance Superintendent)
- Jguerra@cypressca.org
- (714) 229-6760
- 5275 Orange Ave, Cypress CA, 90630



Dependable, Quality Service

Our team members participate in strict quality standards and continuous improvement training to ensure the service you receive is impeccable, efficient, and always excellent.

BrightView Standards of Excellence

Our proprietary Standards of Excellence promote best practices among the most common areas of landscape maintenance, enabling us to develop a cohesive, consistent strategy for your property. With a shared commitment and a focus on these standards, we will improve the quality of your landscape maintenance.

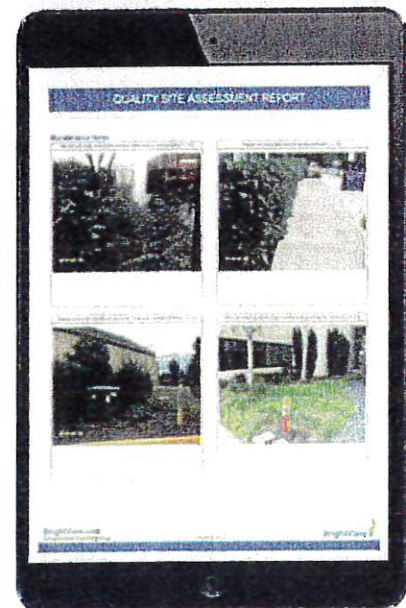
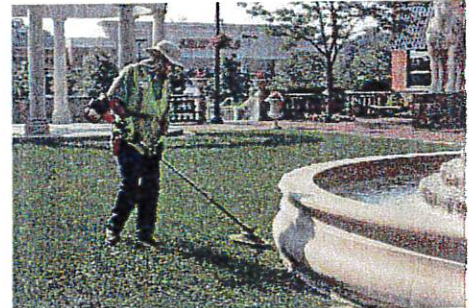
Our Standards of Excellence include:

- Site Cleanliness
- Weed Free
- Green Turf
- Crisp Edge Beds
- Spectacular Flowers
- Uniformly Mulched Beds
- Neatly Pruned Trees & Shrubs

Quality Site Assessments

Your partnership with BrightView begins with a promise: quality landscape and client centric customer service. BrightView's formal Quality Site Assessments ensure we keep that promise. Our QSAs deliver:

- A forum for you to share feedback
- Progress updates on our work
- Time set aside to discuss opportunities
- A stronger partnership with you in the management of your landscape
- Accountability that ensures your landscape's success



Proactive Communication Protocols Drive Accountability

Successful partnerships are built on a platform of effective communication. BrightView's Client Partnership Plan provides the foundation to exceed customer expectations while understanding your needs and priorities.

Your Account Manager will continually engage with you to understand the opportunities and challenges that naturally occur over the lifetime of a partnership. The intent is to gain a deeper understanding of your business, future plans, budget forecasting, and a strategy as to how we can deliver more value.

Pre-Season Collaboration Meeting

The pre-season meeting allows us to understand what is important to you in a landscape partner and how this may differ from past priorities. We will come away with everything we need to update the scope of work so that it is in line with your vision and goals for the property.

Quality Site Assessments

We care about delivering quality landscapes to every client year-round, and our Quality Site Assessments are the tool that makes this happen. This process prioritizes our relationship with you and keeps our team focused on your landscape quality.

Business Reviews

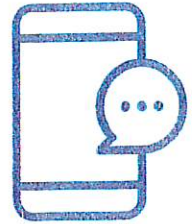
We conduct business reviews to ensure alignment on individual site performance. The reviews keep you in the know, informing you of what we've done and what we're going to do, and also evaluate our performance and provide recommendations and guidance on future plans for your property.

Post Season Collaboration Meeting

We value our collaborative relationship above all else and will use this meeting to make sure we are always improving in that area. We will also address job quality and make sure all expectations were exceeded.

Customer Satisfaction Surveys

We seek ongoing feedback from our clients using objective sources such as targeted telephone surveys or other outreach discussions in order to verify we are exceeding expectations.

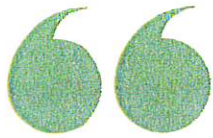


Delivering on Our Promise

We consider **communication** to be the key component of success with all our clients. That is why we take it very seriously.

Throughout a partnership with BrightView, you can expect that we will deliver effective and proactive communications with you.

We have developed a systematic approach to ensuring that our clients are kept in the loop with all aspects of their landscaping services. We have several resources that we leverage to make sure we keep lines of communication flowing.



We make communication a priority and believe it is the key to delivering you the highest quality service, but also building a strong and lasting partnership. Our tools were created to ensure we maintain proactive and transparent lines of communication.



DEDICATED
ACCOUNT MANAGER

- Your go-to person for everything pertaining to your landscaping
- A knowledgeable and trained professional to help ensure your property shines



REGULAR
VISIBILITY

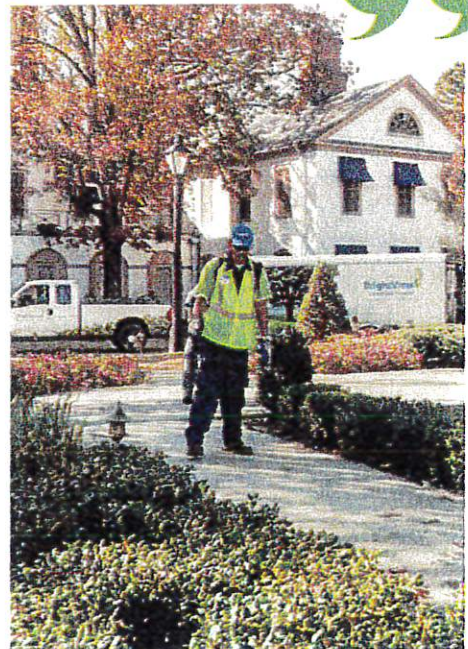
- Review expectations
- Business reviews
- Scheduling and mapping services
- Regular visibility with your key stakeholders



CUSTOMER
SATISFACTION
SURVEYS

- Two times a year to drive engagement
- Understanding how we are performing
- Survey results help us learn make changes to meet your expectations

Guillermo Silverio
Account Manager





Your BrightView Team

The team selected to maintain your property has the skills and experience necessary to meet your specific needs and expectations. We strive to find the most talented team members who are continuously advancing their skills and talents.

Below is your dedicated BrightView team and details about their background and experience.

Everything we do to service our clients is handled with our local, dedicated service teams. Our team members live and work in the same communities that they are providing landscaping services to.

Christian Galindo
Vice President & General Manager

Meet Your Team!



BrightView Team Members	Service Provided
<p>Account Manager Guillermo Silverio</p>	<ul style="list-style-type: none"> • Primary customer contact • Accountable for customer satisfaction • Ensures compliance to job specifications and quality
<p>Tree Care Specialist Roger Lovingood</p>	<ul style="list-style-type: none"> • Ensures quality and efficient tree care services for clients • Provides certified Arborists or Tree Care Specialists on every job.
<p>Branch Manager Ricardo Bautista</p>	<ul style="list-style-type: none"> • Ensures quality efficient landscape maintenance for clients • Consistently improves best practices within branch • Lead and supports all branch personnel
<p>VP & General Manager Christian Galindo</p>	<ul style="list-style-type: none"> • Ensures quality and efficient snow and ice management for clients • Responsible for supporting the markets successful operations.

Committed to Safety, Everyday



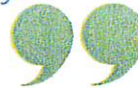
BrightView is committed to operating our business in a responsible manner. The opportunity to deliver world-class professional services and create inspiring and safe landscapes for our clients and customers is a privilege and responsibility that we work hard to protect and advance every day.

Our employees are regularly trained on their responsibilities and are held accountable to following all safety regulations. It is their responsibility to report unsafe conditions, which makes a safer environment for your employees.



At BrightView, we believe that safety is more than putting on a vest, safety glasses and gloves —it is woven into the fabric of our company.

Branch Safety Leader



Extensive Training

BrightView crews receive ongoing formal and hands on field training to ensure we meet the highest safety standards in the business.



Employee Verification Process

BrightView is enrolled in E-Verify in all states in which we operate to ensure 100% compliance with all US Labor and Immigration laws.

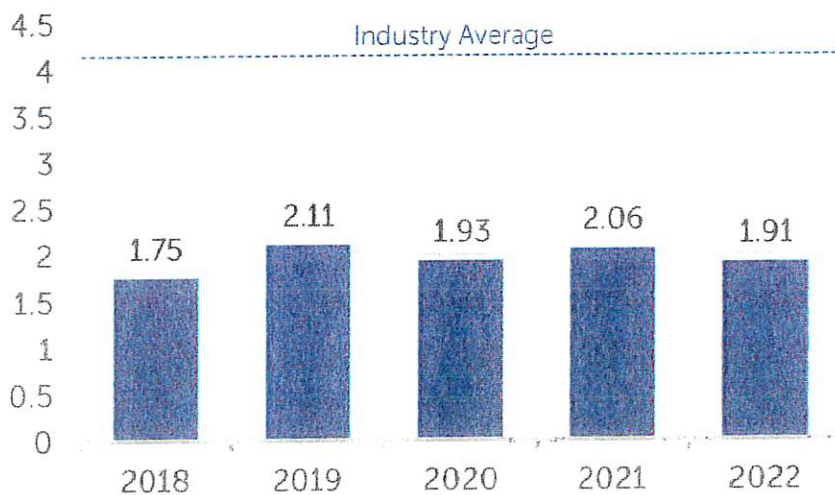


Personal Protective Equipment

Proper PPE is required of all team members engaged in jobsite production activities.

OSHA Recordable Performance

Industry Average: 4.20



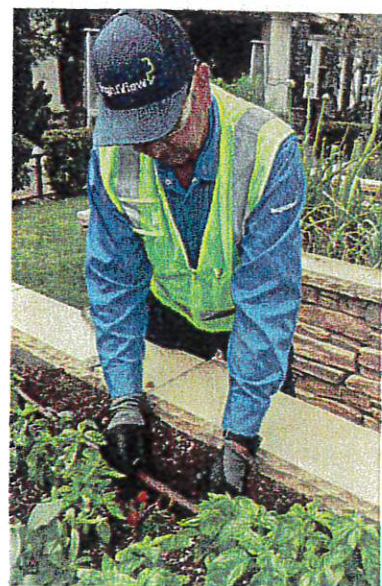
BrightView regularly performs better in safety than other landscape service providers.

Irrigation Management



Water is money and every drop counts. Thus, we will water your plant material based on actual need, no more, no less. Our water management expertise has helped our customers save significant amounts of water, which translates to significant savings. We will start with a thorough assessment of your current irrigation system and offer our recommendation for better managing your water supply. This Includes:

- Perform a detailed irrigated evaluation of your system
- Calculate potential savings based on past water usage and landscape needs
- Create a customized water management plan that ensures uniform coverage, reduced runoff and efficient operation
- Assess plant palette and make recommendations that can reduce overall water consumption
- Recommend smart controller options appropriate for your property with detailed information on pricing water savings and other additional benefits you can expect
- Monitor existing and/or new system for stuck valves, breaks and other inefficiencies to prevent water-use waste and damage



Shrub and Plant Care Management

Pruning will be completed by knowledge trained staff using hand pruning techniques in accordance with the

Corrective Pruning —We will selectively hand prune the shrub canopy areas during the dormant or winter season. Pruning may begin any time after the leaves fall. Spring flowering plants shall be pruned after blooming has ceased. Corrective pruning requires thinning or selectively removing branches from the tree or shrub in order to encourage and maintain the natural shape of the plant material while encouraging light penetration and air circulation within the plant.

Maintenance Pruning —We will maintenance prune shrub canopy areas throughout the season to maintain a good appearance. Maintenance pruning includes removal of dead, off color, broken, or diseased branches and shoot growth as they occur during the growing season. Spring flowering plants will not be pruned after September 1st unless the specific species blooms on new wood.

Pruning Methods for Shrubs:

- Use the proper pruning methods appropriate for the individual species
- Hand prune plant material in natural form by selectively thinning and pruning.
- Remove all dead, dying or broken branches.
- Each year remove 1/3 of the oldest, thickest branches at ground level or at least to where branches stems off main toward of the plant.
- Plant material shall be pruned in a tapered fashion where possible to encourage light exposure and penetration to all foliage.





Turf Management Program

Timing	Service	Product / Design
Winter	Pre emergent crabgrass, spurge control	Prevents crabgrass germination in areas with crabgrass history.
Early Spring	Controlled Release Fertilization	100% Polymer Coated Urea. Most efficient source of nitrogen fertilizer. Nitrogen rates can be half those of legacy fertilizers.
Spring	Pre and Post emergent crabgrass control	Controls emerged crabgrass and prevents new germination.
	Broadleaf Weed Control	Important to control weeds before hot weather.
	Nutsedge control	Sedge tubers mature in early June. The grassy sedge plants should be treated before then. Tubers cannot be controlled
Summer	Weedy warm season grasses control	Bermudagrass and Kikuyugrass invade cool season turf during the warm summer months. There are treatments that reduce the invasiveness.
	Pre emergent Poa annua control	Best time to control perennial weeds
Fall	Broadleaf Weed Control	A winter feeding to promote root development and faster green up in the Spring.
	Fertilization	Well irrigated turf may have used up the Early Spring fertilizer application. We only make this application if turf growth is slowing down. Since weeds could also benefit from this application
Late Fall	Fertilization with blend of soluble and controlled release nitrogen.	Soluble nitrogen maintains turf growth and color during the cool short days of winter. Controlled release nitrogen provides spring color without surge growth.

Tree Management Program

Operation	Goal	Recommendation
Tree Pruning	Maintain site lines and clearance	Prune as necessary to maintain open walkways, intersections, security cameras and stations, utility access etc.
Tree Pruning	Trip and fall hazards	Regularly remove dead, broken and hanging branches.
Tree Pruning	Future tree structure	Prune young trees for central leader and spaced branching
Disease Control	Reduce amount dead leaves and dieback on certain trees and shrubs	Disease control program for sycamores, roses, oaks and other woody plants
Insect Control	Reduce sticky honeydew and sooty mold	Treat aphids and similar sucking insects that feed on sugary plant sap. Sometimes this sticky sap drips onto walkways and patios. Dark mold often grows on the sap. Dirt sticks to dripping sap blowing onto windows.



Your Transition to BrightView

By selecting BrightView, you will find an experienced partner who will provide experts in many disciplines, each dedicated to your needs. In your first 180 days of service, you can reliably expect the following:

- PRE-SERVICE

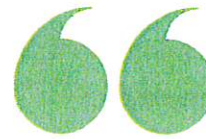
 - Branch planning meeting
 - Identify and mitigate any safety hazards
 - Meet your Client Service Team
 - Establish communication, reporting expectations & preferences
 - Individual site planning
- 30 DAYS

 - Initial site walk-through
 - Week 1 Alignment Check
 - Week 2 Alignment Check
 - 30 Day Alignment Check
 - Receive first invoice
- 60 DAYS

 - Site walk of facility
 - Receive Customer Satisfaction Survey
 - Review survey responses with your Client Service Team
 - Align and strengthen areas in need of improvement
- 90 DAYS

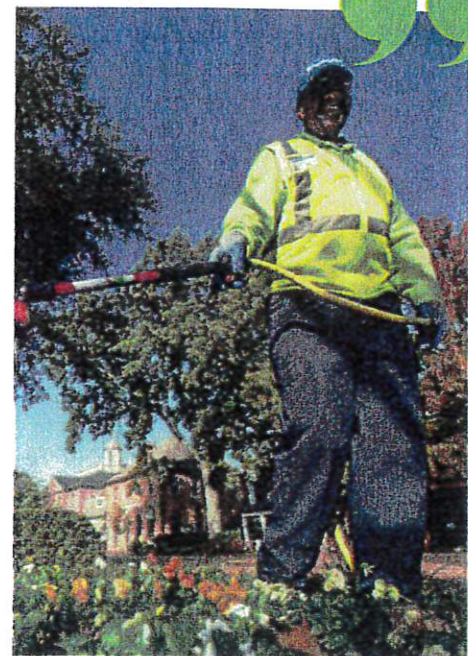
 - Site walk of facility with your Client Service Team
 - Review 90 Day Follow-up Partnership Transition Guide
 - Check progress and/or completion of key site initiatives
- 180 DAYS

 - Business Review: Client, Account Manager, Branch Manager
 - Confirmation of team exceeding expectations, developing partnership
 - Review/Update Client Partnership Plan for following season



It is my job to ensure a smooth transition for our Clients and our Team. With the guidance of our transition plan and designated experts in their fields, we are committed to a seamless transition and a strong first step.

Ricardo Bautista
Branch Manager











BrightView Connect

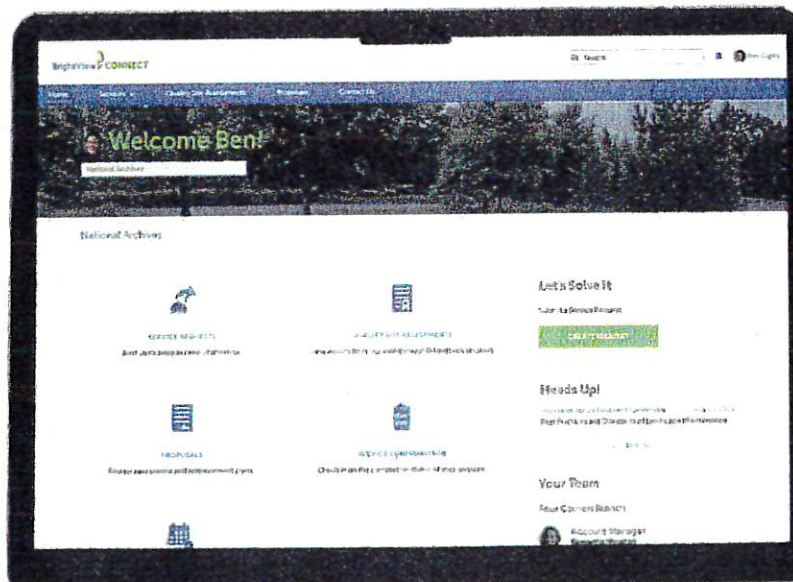
We believe in the power of proactive communication and the importance of keeping you informed. That's why we created BrightView Connect; a proprietary web application designed for customers and property managers, providing timely insight into the property maintenance information that matters the most.

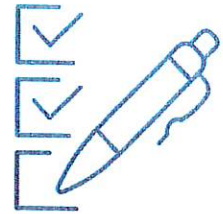


The BrightView Connect platform offers the following:

-  Submit a Service Request
-  Receive Service Confirmations
-  Contact Your Team
-  View Enhancement Proposals
-  Review Quality Site Assessments
-  See Your Standard Maintenance Schedule

Our secure & private online portal makes it easy to manage your landscape services anytime, anywhere.



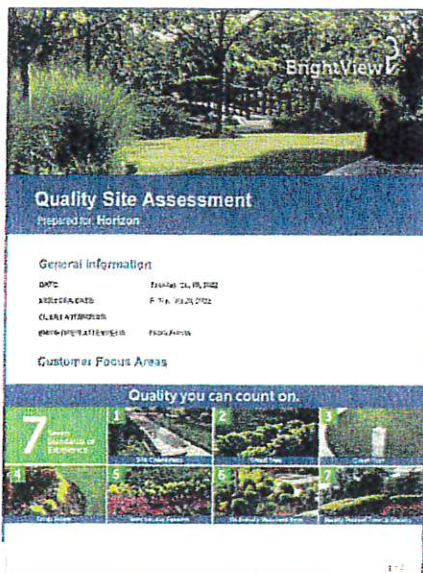


Quality Site Assessments

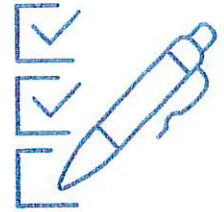
Our Quality Site Assessment (QSA) is a proprietary tool developed to help capture the quality of service and current state of your landscaping. This allows us to share our findings with you easily, regularly, and promptly. Once the assessment is completed the report is automatically emailed to you for real-time communication and complete transparency.

This report includes:

- '360 degree' site inspections, performed with designated site contact
- Landscape observation images with notes
- Updates on items already discussed in prior meetings
- Recommendations on possible enhancements to your landscape
- Opportunity for site contact to strategically discuss short- and long-term plan for the site
- Electronically tracks carry-over items from past QSAs
- Results can be electronically sent to other stakeholders



Our Quality Site Assessments (QSA) create an opportunity for you and your dedicated Account Manager to assess the state of your property together.



Pricing Page

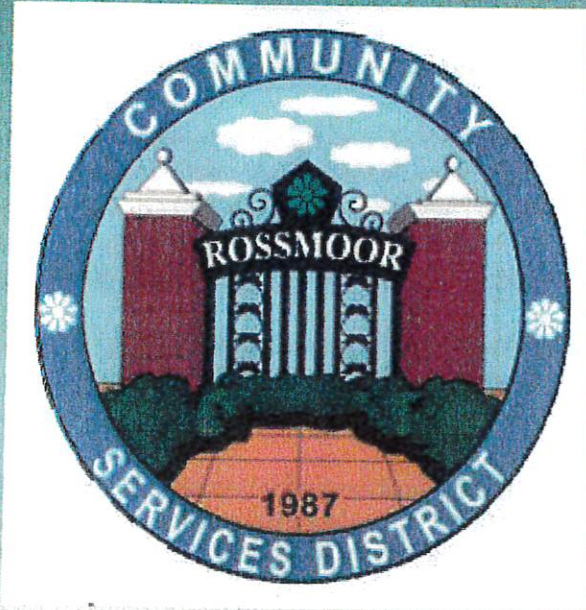
Base Maintenance	Estimated Monthly Cost	Estimated Yearly Cost
Base Maintenance—Year 1 (2024-2025)	\$11,223.00	\$134,676.00
Base Maintenance—Year 2 (2025-2026)	\$11,616.00	\$139,392.00
Base Maintenance—Year 3 (2026-2027)	\$12,022.00	\$144,264.00

Thank you for the
opportunity to present
our landscape
solution.

Should you have any questions, please
don't hesitate to reach out.

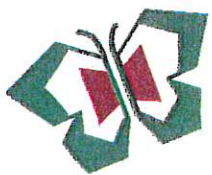
Joel Hundermark,
Business Development Executive
Joel.Hundermark@BrightView.com
469.479.3750

Landscape Maintenance Proposal



Request for Proposal, Professional
Landscape and Lawn Care Services

Friday, February 2, 2024 4 PM



M A R I P O S A
L A N D S C A P E S I N C

M A R I P O S A L A N D S C A P E S I N C

February 1, 2024

Cover Letter

Rossmoor Community Services District
3001 Blume Drive, Rossmoor, CA 90720
Attn: Joe Mendoza
Contact (562) 430-3707 jmendoza@rossmoor-csd.org

RE: Request for Proposal, Professional Landscape and Lawn Care Services

Mariposa Landscapes, Inc. has continuously been in business since 1977. Growing from a single truck in Rosemead, California to a fleet of trucks and equipment with 800 employees covering all Southern California and Arizona. With over 95 awards for project excellence, we take pride in the quality of our work and thrive on keeping our company as one of the most recommended in the industry. Our steady record of customer satisfaction has allowed us to maintain positive relationships with our clients.

We bring decades of knowledge and in-depth experience to every landscape entrusted to our care. Building long-lasting relationships with our clients is important to us. We understand and respect your goals and do everything in our power to assure the well-being of your properties.

We value open, honest communication, ongoing staff training, and new methods and technologies that will help us do the best job possible. While we always appreciate the accolades we receive, seeing our customers enjoy a well-executed and thriving landscape is still the most rewarding part of our work.

Individual authorized to represent Mariposa Landscapes, Inc.

Name: Dave Widjaja, Chief Estimator
Address: 6232 Santos Diaz, Irwindale, CA 91702
Telephone: (626) 960-0196 Fax: (626) 960-3809

It is our intention to fulfil this contract per the RFP requirements as indicated in the proposal documents. Tasks will range from turf mowing to shrub detailing, pest control, and irrigation maintenance.

We see all our contract as performance base and would be honored to work for you and beautify your properties to their ultimate potential.

Sincerely,



Antonio Valenzuela – Vice President of Operations



TEL 800 • 794 • 9458 • FAX 626 • 960 • 8477 • www.mariposa-ca.com
6232 SANTOS DIAZ ST., IRWINDALE, CA 91702 • CA CONTRACTOR'S LIC # 592268 A, C-27, D-49, C-61, C-31

Our Core Values – Safety • Teamwork • Quality • Integrity

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D. Certification of Proposal	30
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*“We blend Nature and Craftsmanship
to create ultimate outdoor settings and extremely
satisfied customers”*



Our Core Values – Safety • Teamwork • Quality • Integrity

B. Proposer Statement of Qualification

Executive Summary

Mariposa Landscapes, Inc. has been in business for over 40 years, providing similar services for Counties and Cities. Our area of operation is the entire Southern California area where we maintain numerous cities, municipalities, government agencies, and private entities.

Here at Mariposa Landscapes, Inc. we emphasize safety, teamwork, quality, and integrity. Safety is the primary foundation of our company. We emphasize "safety first" on every worksite and in all of our training programs. Our employees are taught to be aware of, and responsible for, safety always. We strive to prevent injuries and accidents and provide a safe environment for staff and customers alike.

We are committed to bringing the best possible quality to our customers and their properties and projects. We provide prompt service, expert workmanship, and superior products. We take pride in meeting or exceeding expectations. Our ultimate goal is to deliver excellent value for our clients' investment.

We are honest and open in our communications, building deep trust and confidence in all of our relationships. We value the dedication and contribution of each person. The overall well-being of our employees, customers and vendors is important to us.

We believe the depth of knowledge and level of experience being brought to RCSD by our team is unmatched by our competitors. Our many successful years of experience in providing similar maintenance services for the public entities, enables us to be the most responsive and responsible firm who will be committed to providing the best level of service in maintaining the public areas for RCSD

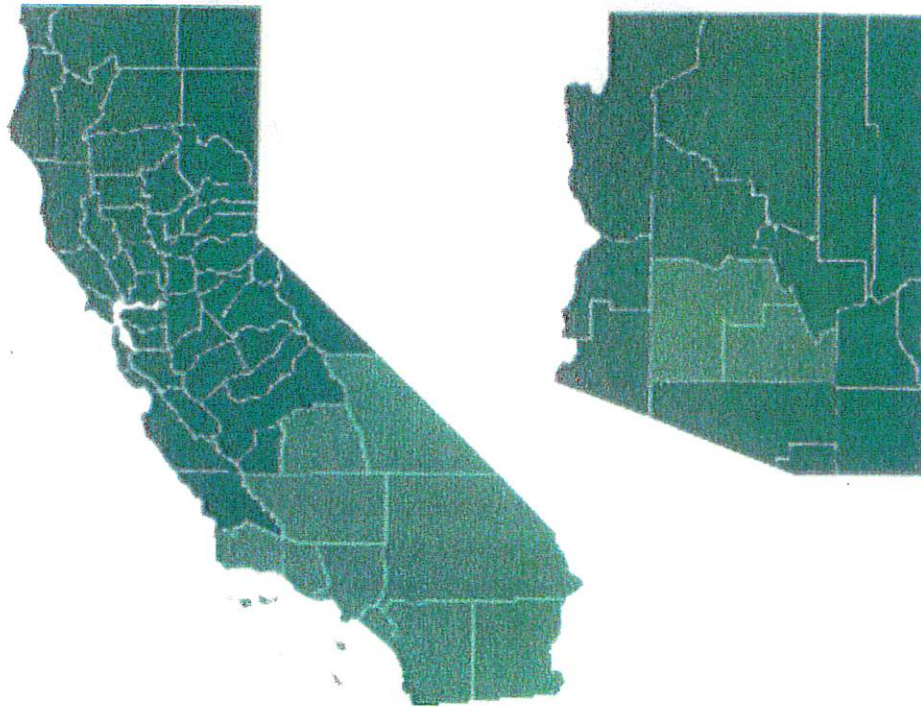
It is our intention to perform this contract per RCSD requirements as indicated in the proposal documents. We are proposing, at the minimum, 1 full-time equivalent for all tasks. Tasks will range from litter control to shrub detailing, and turf care.

Our attention to quality is documented with a list of more than 100 award winning construction and maintenance projects that extend over 40 years. In submitting this bid, we acknowledge that we have a full understanding of the requirements and scope of work as detailed in the RFP documents. We have the ability to comply with all of the terms and requirements of the bid documents and the resulting contract.



Introduction

Mariposa is a landscape contractor working in both Southern California and Arizona. With our staff experience dedicated professionals, we have developed a long history of excellence performing work on hundreds of landscape construction, maintenance and tree care projects.



Current areas of operation.

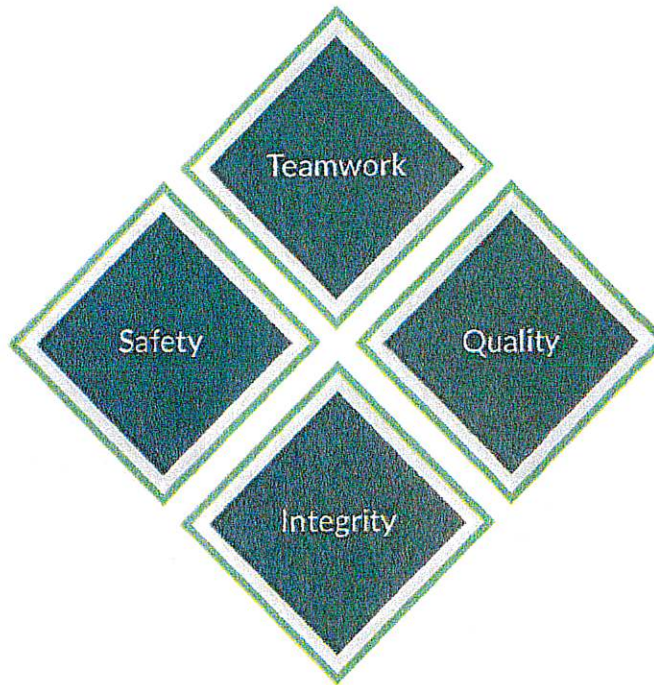
Highlights

- Over 45 years in business
- Contractor's license in two states
- Over 800 employees
- Insured – \$1 million workers comp, \$10 million in aggregate general liability limit
- \$100 million in bonding capacity
- Over 95 awards for project excellence



Our Core Values – Safety • Teamwork • Quality • Integrity

Company Values



Safety This is the primary foundation of our company. We emphasize “safety first” on every worksite and in all our training programs. Our employees are taught to be aware of, and responsible for, safety at all times. We strive to prevent injuries and accidents, as well as provide a safe environment for staff and customers alike.

Teamwork We work together, seeking input from all team members to organize our efforts for the greater good. We always remain open to change, embracing new methods and techniques to achieve the highest levels of quality and efficiency. We are considerate of team members, provide support, and encourage their growth, resulting in the ultimate outcome for the team.

Quality We are committed to bringing the best possible quality for our customers and their properties and projects. We provide prompt service, expert workmanship, and superior products. We take pride in meeting or exceeding expectations. Our ultimate goal is to deliver excellent value for our clients’ investment.

Integrity We are honest and open in our communications, building deep trust and confidence in all of our relationships. We value the dedication and contribution of each person. The overall well-being of our employees, customers and vendors is important to us.



Proposer Identification

Legal Name: Mariposa Landscapes, Inc.
Street/Mailing Address: 6232 Santos Diaz St., Irwindale, CA 91702
Telephone Number: (626) 960-0196
Fax Number: (626) 960-8477
Proposal Contact Email Address: Dave Widjaja
Proposal contact: dave.widjaja@mariposa-ca.com

President: Terry Noriega
California Corporation: C1469653
California Employer ID: 368-4753-1
Date Incorporated: January 26th, 1981

Licenses & Certificates

<i>Contractors State License:</i>	592268	C27, A, C61/D49, C31
<i>Qualified Applicators License:</i>	103864	ABCDEFH
<i>Pest Control Adviser License:</i>	74416	ABCDEG
<i>Pest Control Business License:</i>	30977	
<i>Irwindale Business License:</i>	000538	
<i>Supplier Clearinghouse MBE:</i>	94HS0050	
<i>City of Los Angeles MBE:</i>	561730	
<i>City of Los Angeles LBE:</i>	37858	
<i>LA County MBE:</i>	89126	
<i>LA Co. Agricultural Pest Control</i>	1000279	
<i>Certified Arborist:</i>	WE-1182A	

Minority Business Enterprise

MBE Certification, File No. CCA-7150 for the City of Los Angeles, The Women and Minority Business Enterprise Clearing house has audited and verified our eligibility as a MBE pursuant to the California Public Utilities Commission General Order 156.

Financial Resources

Mariposa has been capable of meeting all financial obligations for over 45 years. A strong balance sheet supports \$100 Million bonding capacity.

Green Waste Processing Capability

Mariposa Landscapes, Inc. has a recycling program for green waste and paper products. We implement this program at our local offices and at all job sites. Mariposa currently uses hybrid vehicles and electric equipment where required. Mariposa notifies all project managers of the green initiatives prior to the award of contract.



Qualifications and Experience

As mentioned previously, Mariposa Landscapes, Inc. has been in business for over 40 years providing similar services for other cities and other public agencies. Our attention to quality and detail is documented with a list of more than 100 award winning construction and maintenance projects that extends over four decades. Our method of approach incorporates our decades of experience doing jobs just similar to the scope of work requested by RCSD.

We are a local company with long term experience management, and we have over 500 employees including Certified Irrigators, Certified Landscape Techs, Certified Arborists, Qualified Pest Applicators and Pest Control Advisors. The key personnel have some of the best qualifications in the industry, that include the experience and knowledge that they have gathered over the years of maintaining similar projects.

Mariposa owns 90% of all vehicles and equipment used in its operations. Our entire fleet of equipment is less than 5 years old and well maintained by our in-house mechanics who can respond to emergencies immediately and a depth of replacement equipment that will allow us to stay consistent with our schedules. We are available 24 hours a day through the answering service to address emergency call outs.

Our company has met every financial obligation for over 40 years and has established a corporate bonding capacity far in excess of any requirements across all business lines. Therefore, this enables us to be the most capable firm that will commit to provide the best level of service for RCSD.

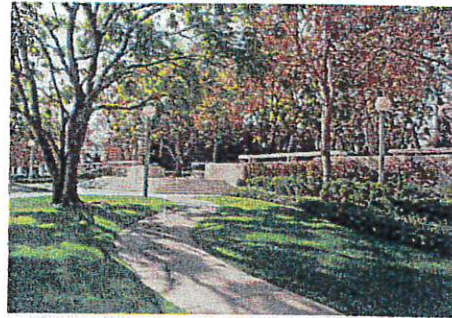
Our price reflects necessary labor, services, equipment, and material to perform the work. We have the ability to comply with all terms and requirements of the bid documents and the resulting contract. We have visited all sites and are familiar with the current conditions of each.



Our Services

Landscape Maintenance

- Private, Commercial, Public Works and Homeowner Associations
- Large Scale Mowing Operations
- Comprehensive Irrigation Planning & Management.
- Environmentally Friendly Integrated Pest Management.
- Year-round Fertilization Application.
- Baseball Field Prep and Athletic Turf Maintenance.
- Porter Services and Color Design.
- Parking Lot Sweeping



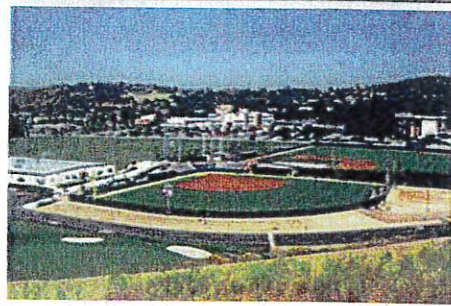
Tree Care

- On-site Diagnosis and Tree Work Recommendations
- Consultative Services with Certified Arborists.
- Development of Long-term Tree Care Programs.
- Large-scale Tree Trimming Removal.
- Diagnosis/Treatment of Tree Diseases and Pest Problems.
- Stump Grinding and Disposal of Trimmings.
- GIS Tree mapping and asset management
- Certified Workers & Comprehensive Insurance Coverage.



Landscape Construction

- Site Preparation, Demolition, Grading and Drainage.
- Irrigation Systems Installation, Repairs & Upgrades.
- Computerized Irrigation Central Control Systems.
- Irrigation Pump Installation.
- Native Plant Restoration and Habitat Rehabilitation.
- Park construction and Athletic Field installations.
- Tree, Shrub, & Ground-cover planting.



Hardscape Construction

- Concrete Poured-in-Place, Stamped and Seat Walls.
- Flagstone, Tile, Masonry and Block Walls.
- Drainage and Overhead Construction.
- Water Feature Pond Installation & Repair.
- Monuments and Signage.
- Low Voltage Lighting Design and Installation.



WATER CONSERVATION

Our performance backs our promises



“ Thank you for helping us get through the drought. Your staff worked hard to meet our water reduction goals while keeping our sites aesthetically pleasing.”

-CITY OF GLENDALE

Maintain an attractive landscape with less water. Our Certified technicians can evaluate your irrigation and provide practical recommendations.

We offer weather-driven irrigation controllers and drought-tolerant landscape conversions. Our computerized tracking system allow us to quickly diagnose and fix problems, saving you water and money.

DESIGN IMPLEMENTATION

Bringing your vision to life

We partner with you to achieve a common goal success.

From simple to complex projects, we coordinate our vast array of services to create the project you envision.

Award-winning craftsmanship, in depth knowledge and high standards of professionalism are applied to every level of work.



Our Core Values – Safety • Teamwork • Quality • Integrity

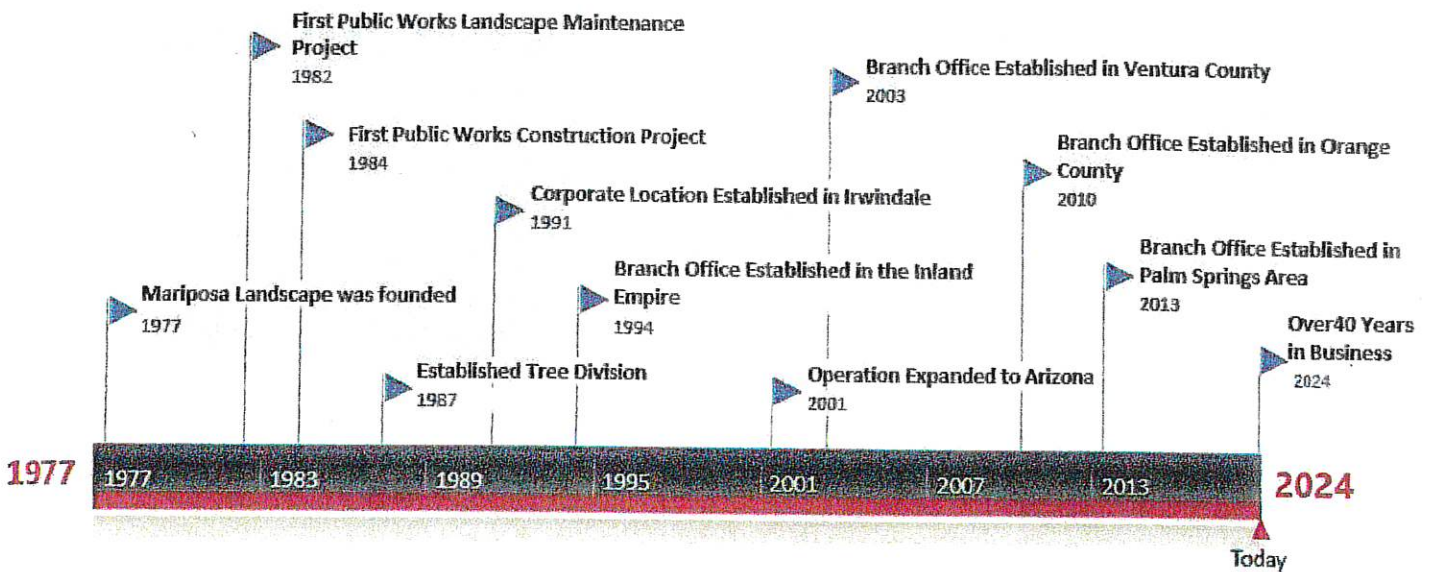
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Office Locations

<p>Los Angeles County 15529 Arrow Highway Irwindale, CA 91706 Phone 626 960-0397 Fax 626 960-3809</p>	<p>Orange County 1107 E. Walnut St Santa Ana, CA 92701 Phone 626 960-0196 Fax 626 960-8477</p>	<p>San Bernardino County 11093 Almond Avenue Fontana, CA 92335 Phone 909 429-2546 Fax 909 429-2749</p>
<p>Riverside County 13333 S. Central Ave Chino, CA 91710 Phone 626 960-0196 Fax 626 960-8477</p>	<p>L.A. – South Bay 1650 W 130th St Gardena, CA 90248 Phone 626 960-0196 Fax 626 960-8477</p>	<p>North L.A. & Ventura 4790 E. Los Angeles Ave. Somis, CA 93066 Phone (800) 794-9458 Fax 805-386-4140</p>
<p>Palm Springs 78355 Darby Rd Bermuda Dunes, CA 92203 Phone 626 960-0196 Fax 626 960-8477</p>	<p>San Diego County 1833 Oceanside Blvd. Oceanside, CA 92054 Phone 626 960-0196 Fax 626 960-8477</p>	<p>Arizona 7677 N. 67th Avenue Glendale, AZ 85301 Phone 623 463-2200 Fax 623 463-2223</p>

Mariposa Landscapes, Inc. – Over 40 years of Excellence!



Our Core Values – Safety • Teamwork • Quality • Integrity

Organization Memberships & Staff Certifications

We are dedicated to having the best-trained workforce in the industry. As members of the California Landscape Contractors Association, we participate in the training programs offered by this industry organization. The CLCA originally created a rigorous “hands-on” test administered under actual field conditions. With only a 20% first time pass rate, only the best workers are able to obtain the designation of CLT or Certified Landscape Technician. Many of the managers and supervisors in our company have the CLT designation. No other contractor of our size and diversity in Southern California has achieved this many certifications.

Organizations, current and past memberships:

- CACM (California Association of Community Managers)
- CAI Orange County (Community Association Institute)
- CAI Los Angeles (Community Associations Institute)
- CAI Greater Inland Empire (Community Association Institute)
- CAI Coachella Valley (Community Association Institute)
- ASA (American Subcontractors Association)
- BOMA IE (Building Owners and Managers Association)
- CLCA (California Landscape Contractors Association)
- ISA (International Society of Arboriculture)
- CAPCA (California Association of Pest Control Advisors)

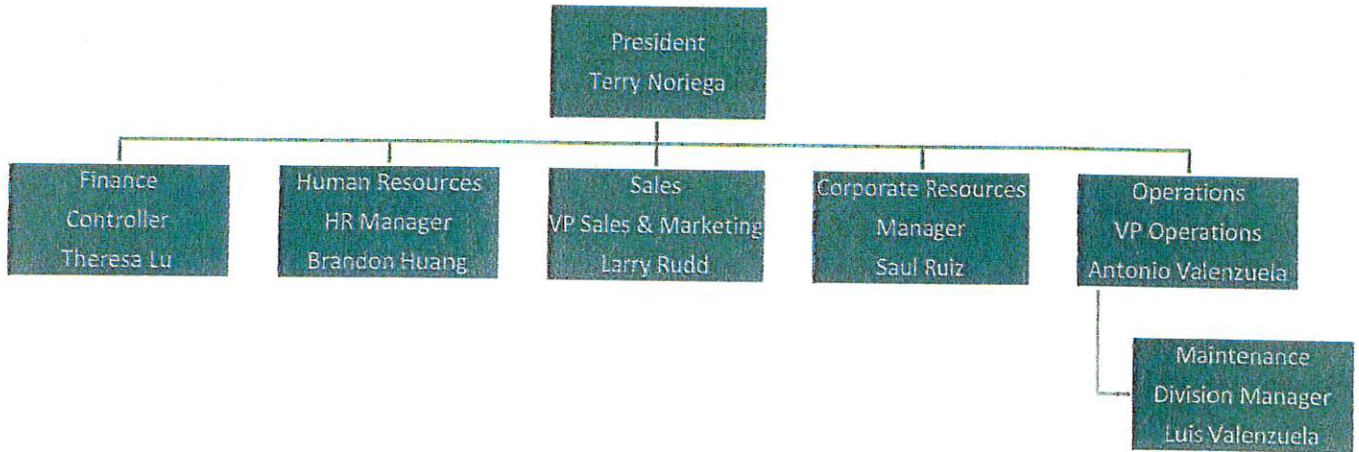


Licensing and Certifications

- California Contractor License 592268 C27, A, D49/C61, C31
- Certified Arborists on staff
- Certified Tree Workers on staff
- Tree Work – Line Clearance Certified
- Tree Work – Line Clearance Certified Instructor
- Certified Playground Equipment Inspectors
- Certified Water Auditor
- Certified Backflow Inspectors
- Licensed Pest Control Company/Pest Control Advisor
- Certified Pest Control Applicators on staff



Corporate Organization & Experience Management Organizational Chart



Management Staff Experience

Terry Noriega – President

- 45+ years of experience in landscape installation and maintenance
- B.S. in Ornamental Horticulture: California State Polytechnic University, Pomona
- California Contractors Licenses: C-27, A, C61/D49 and C-31
- Pest Control Advisor in 6 Categories
- Qualified Pest Control Applicator in 7 Categories
- **Certified Landscape Technician** in Ornamental and Turf Maintenance
- ISA Certified Arborist WE-1182A
- Arizona Contractor's License: ROC178088 K-21
- Arizona Qualifying Party License: 8263
- Arizona Pest Control Business License: 8246



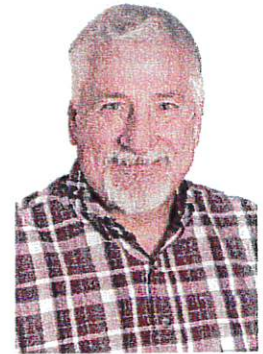
Antonio Valenzuela – VP Operations

- Over 30 years of experience in landscape maintenance and irrigation troubleshooting
- Pest Control Qualified Applicator in 3 Categories
- **Certified Landscape Technician** in Ornamental and Turf Maintenance
- Certified Landscape Professional
- Backflow Certification in Los Angeles County
- Landscape Water Auditor: Cal Poly SLO
- Past affiliation – Certified Playground Inspector



Larry Rudd – V.P. of Sales and Marketing

- 46 years in landscape installation and maintenance
- B.S. in Business Management, University of Phoenix
- **Certified Landscape Technician: All Categories**
- WaterSense Certified
- Arizona Certified Landscape Professional
- American Green Zone Alliance – Electric Equipment
- CPR Safety Trained
- Associate instructor Cal Poly Pomona, Cal State Fullerton



Alex Del Valle – Risk Control Manager

- Over 13 years of experience working in the safety industry
- Certified OSHA 30
- Certified AHA CPR and First Aid
- Certified Forklift Instructor



Roberto Del Valle – Safety Coordinator

- Over 16 years of experience working in the safety industry
- Certified OSHA 8, 10, 16, and 30
- Certified AHA CPR and First Aid Instructor
- Certified Forklift Instructor
- Certified Claims Adjuster



Dennis Jones – Tree Care Regional Division Manager

- Over 20 years of experience in Arbor Care
- BS Degree in Urban Forestry, Cal Poly San Luis Obispo
- International Society of Arboriculture Certified Arborist WE-5700A
- ISA Qualified Tree Risk Assessment
- TCIA Certified Tree Safety Professional 843
- Qualified Applicator License – 108771, Categories B, C & F
- Wildlife Protector Certification
- Notary Public



Luis Valenzuela – Landscape Maintenance Division Manager

- Over 25 years of experience in landscape and construction operations
- Qualified Applicator License, Category B
- **Certified Landscape Technician**, Irrigation
- ISA Certified Arborist WE-8713A
- Certification – Effective Business Leadership & Development – PDC/GCC



Michael Williams – Area Manager

- Over 45 years of experience in landscape management, irrigation design and retrofit, maintenance and arbor care.
- BS in Ornamental Horticulture, Cal Poly San Luis Obispo
- CPR Safety Trained
- Qualified Applicator License 133955
- Reclaimed water site supervisor certified



Roberto Perez – Area Manager

- Over 25 years of experience in landscape maintenance
- Graduate of the Pacific Southwest Maintenance Management School
- MSAC Irrigation Design and Plant ID Certificate
- Leadership Academy Certificate, Cal Poly Pomona
- Calsense 3000 Certified
- Qualified Applicator License – In Process
- Cal State Fullerton Water Auditor – In Process



Tony Valenzuela – Area Manager

- Over 12 years of experience in landscape management
- Harvard Management Essentials Certified – Harvard Business School
- Qualified Applicator Certificate, Category B, C
- Pesticide IPM and Safety Schools Act trained
- **Certified Landscape Technician**, Exterior Maintenance
- Certified Landscape Manager, Exterior Maintenance
- EPA WaterSense – Qualified Water Efficient Landscape
- SDCWA San Diego – Recycled Water Site Supervisor Certified
- Irvine Ranch Water District Water Management Certified
- CIRT – Certified Irrigation Water Auditor
- CIRT – Certified Irrigation Installer
- CIRT – Certified Irrigation Repair Technician
- Past affiliation – Certified Playground Inspector

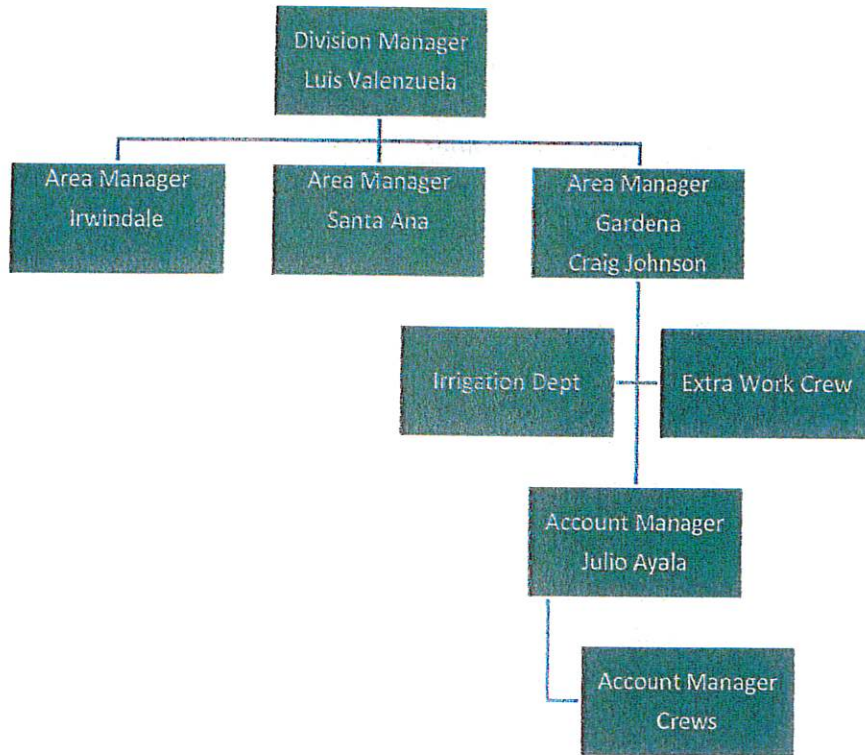


Craig Johnson – Area Manager

- Over 40 years of experience in HOA/Commercial landscape maintenance and construction
- Extensive knowledge in maintenance and construction safety
- Cal Poly Pomona – Ornamental Horticulture
- Certified Irrigator
- CPR Safety Trained
- Certified OSHA 8 & 10
- Certified in Basic WeatherTRAK System Introduction
- Certified in OptiFlow Installation and Programming
- Certificate in completion in WeatherTRAK Communication Training
- Certified in OptiFlow training – Level 2 OptiFlow Site Assessment



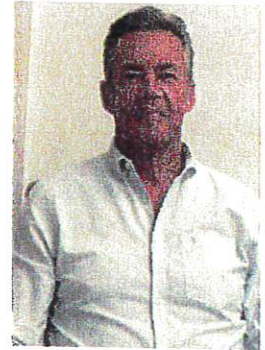
Maintenance Division Organization & Experience



Maintenance Operations Key Staff Member for RCSD

Craig Johnson – Area Manager

- Over 40 years of experience in HOA/Commercial landscape maintenance and construction
- Extensive knowledge in maintenance and construction safety
- Cal Poly Pomona – Ornamental Horticulture
- Certified Irrigator
- CPR Safety Trained
- Certified OSHA 8 & 10
- Certified in Basic WeatherTRAK System Introduction
- Certified in OptiFlow Installation and Programming
- Certificate in completion in WeatherTRAK Communication Training
- Certified in OptiFlow training – Level 2 OptiFlow Site Assessment



Julio Ayala – Account Manager (Gardena)

- 6 years Landscape Management Experience
- 15+ years account management experience
- Re-Scape Certified Professional
- California Native Plant Certified Landscaper
- Qualified Applicator License



Employee Training – CLT (Certified Landscape Technician)

The Certified Landscape Technician Test is one of the most rigorous and difficult tests to pass in any industry. It's a hands-on, timed field test that involves multiple disciplines and skills required in landscape work. There are three certifications that can be obtained from this test: Certified Landscape Technician of Landscape, Maintenance and Irrigation. Each category has specific test modules, however there is a core of 13 modules that every category applicant must pass. And passing isn't easy, with an 8% to 10% first time pass rate this is an extremely difficult test. Fortunately, applicants are allowed to retake portions of the test they didn't pass on the first try. This brings up the passing rate to 20%. Many people try to take this test and give up because it's so demanding. Following is a brief description of the test stations; each test is timed and monitored by a strict and experienced judge. Tests take place once every six months:

Core Elements

Every applicant must take these 13 elements of the test.

- 1.02 - First Aid and Safety
- 1.03 - Plan Reading
- 1.05 - Plant Identification
- 1.06 - Sod Installation
- 1.07 - Work Orders and Reports
- 1.08 - Program Controller
- 1.09 - Irrigation Identification
- 1.10 - Lateral Repair and Head Adjustment
- 1.11 - Truck & Trailer
- 1.12 - Tree Planting and Staking/Guying
- 1.14 - Chainsaw



Landscape Maintenance Specific Test Items

All of these test modules must be passed by those who hold the CLT-Maintenance designation.

- 3.01 - Written General Comprehension
- 3.02 - Pruning
- 3.03 - 21" Mower
- 3.04 - Intermediate Walk-Behind Mower
- 3.05 - Aerator
- 3.06 - Edger & Trimmer
- 3.07 - Riding Mower
- 3.08 - Pesticides
- 3.09 - Fertilizer
- 3.10 - Power Blower

Irrigation Specific Test Items

All of these test modules must be passed by those who hold the CLT-Irrigation designation.

- 4.01 - Irrigation General Comprehension
- 4.02 - Irrigation Plan Reading
- 4.03 - Lateral Installation
- 4.04 - Mainline Installation
- 4.05 - Valve Repair
- 4.06 - Valve Wiring
- 4.07 - Pipe Installation Equipment (Riding Trencher)



Relevant contracts

Mariposa has been servicing contract with similar scope of work. We provide landscape maintenance for various parks, facilities, medians, parkways, HOAs, commercial buildings, etc.
Here are some of the contract we currently service or had serviced in the past 5 years.

Project 1: City of Rancho Cucamonga

(a) Role of the firm

Landscape Maintenance Services

(b) Dollar Value of the services

\$1,602,650.00

(c) Description of services

Landscape Maintenance of Medians, Parkway and Libraries: Weed control, planting, tree maintenance, pest control, irrigation maintenance, hardscape maintenance, shrub, groundcover, vine and landscape mulch maintenance.

(e) Staffing

23 full time laborers

(d) Duration of providing services

1989-Current

(h) Contact name, position, entity name, telephone number, fax number and e-mail address for each project.

Contact: Steve Relph, Landscape Manager

P.(909) 477-2730 x 4116

F.(909) 477-2731

E. steve.relph@cityofrc.us



Project 2: City Signal Hill

(a) Role of the firm

Maintenance Services

(b) Dollar Value of the services

\$403,944.00

(c) Description of services

Landscape Maintenance

(e) Staffing

3.5 Full time

(d) Duration of providing services

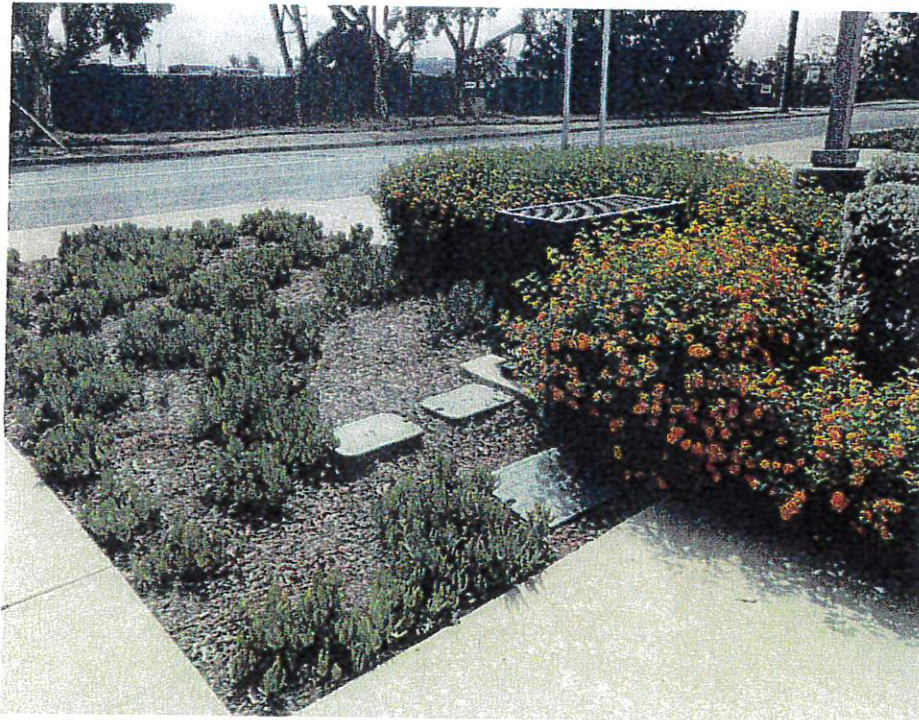
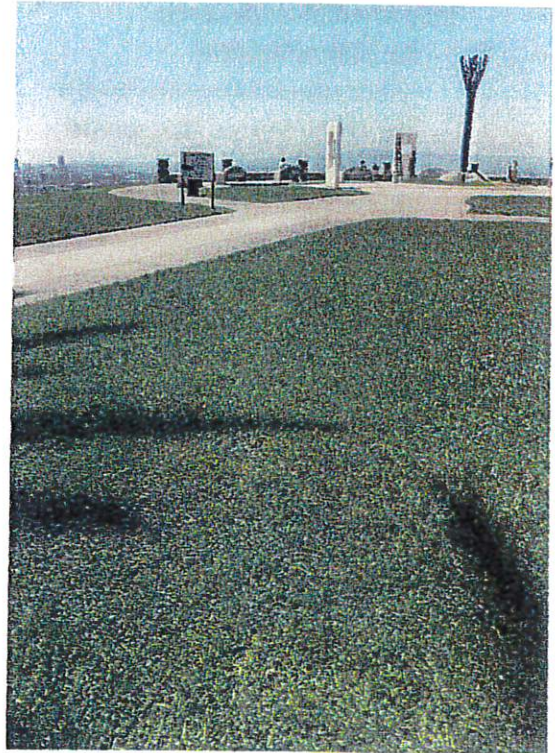
2022 – Current

(h) Contact name, position, entity name, telephone number, fax number and e-mail address for each project.

Contact: Margarita Beltran, Director of Public Works

P. (562) 533 -8725

E. mbeltran@cityofsignalhill.org



Project 3: City of Oceanside

(a) Role of the firm

Landscape Maintenance Services

(b) Dollar Value of the services

\$2,047,296.00

(d) Description of services

Landscape Maintenance of Medians and Parkways, turf maintenance, irrigation maintenance

(e) Staffing

13.5 Full time

(f) Duration of providing services

2022- current

(h) Contact name, position, entity name, telephone number, fax number and e-mail address for each project.

Contact: Mark Garlock, Parks and Beaches superintendent

P. (760) 435-5208

E. mgarlock@oceansideca.org

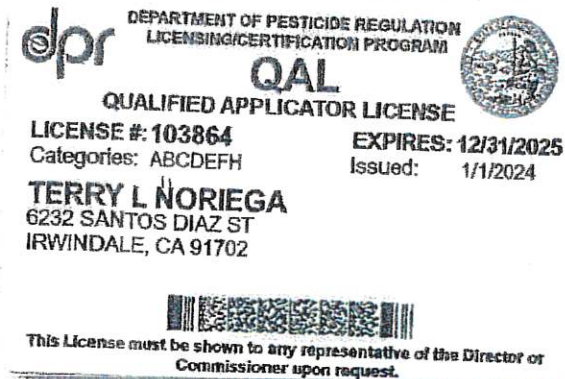


Evidence of California Licensing

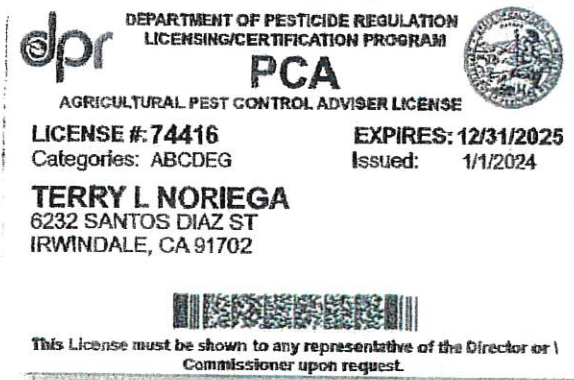
Contractor's License



Qualified Applicators License



Pest Control Adviser License



References

City of Arcadia	Term: 2013-Current
Landscape Maintenance Services	
Landscape Maintenance of City Parks, Medians and Parkways- Irrigation, aeration, fertilization, mowing, edging, pruning, shaping and trimming trees, maint.. of shrub and ground cover plants, weed control, pest control and debris removal.	\$522,936 Per Yr.
Dave Thompson, Streets Superintendent	(626) 254-2709 dthompson@ArcadiaCA.gov

City of Oceanside	Term: 2022-Current
Landscape Maintenance Services for Parks, Beach Accesses and Facilities	
Landscape Maintenance citywide covering 31 parks, 10 facilities and 5 beach accesses. Daily maintenance responsibilities for over 124 acres of landscape area. Strict integrated pest management protocols using organic control methods.	\$2,047,296 Per Yr.
Mark Garlock, Parks and Beaches Supervisor	(760) 435-5208 MGarlock@oceansideca.org

City of Rancho Cucamonga	Term: 1989-Current
Landscape Maintenance Contract	
Landscape Maintenance of Medians, Parkways and Libraries: Weed control, planting, tree maintenance, pest control, irrigation maintenance, hardscape maintenance, shrub, groundcover, vine and landscape mulch maintenance.	\$1,602,650 Per Yr.
Steve Relph, Maintenance Supervisor	(909) 774-2730 steve.relph@cityofrc.us x4116

City of Signal Hill	Term: 2022-2023
Citywide Landscape Maintenance Services	
Landscape Maint. - Weeding and cultivating, fertilization, trimming, pruning, watering, pest control, mowing, plant replacement, clean up of curb, gutters and sidewalks, irrigation repair, restroom maint., trash pick up and disposal.	\$403,944 Per Yr.
Margarita Beltran, Director of Public Works	(562) 533-8725 mbeltran@cityofsignalhill.org



Subcontractor

No subcontractors are being anticipated currently.



C. Proposed Method to Accomplish the Work

It is our intention to perform this contract per the RCSD requirements as indicated in the proposal documents. Our proposal includes an outstanding level of labor, materials, and equipment to sustain a high level of landscape maintenance throughout the term of this contract.

Our company, Mariposa, is proposing a minimum of 1 full time equivalent to perform landscape maintenance service. We are confident that the amount of manpower that we proposed is the ideal amount to deliver the highest level of service for the RCSD

Work hours will be Monday to Friday from 6 am to 2.30 pm or per approved by the RCSD's representative. Our crew will start their day from our Gardena branch

Our account managers will conduct a weekly meeting with the RCSD representative to inspect and discuss tasks for the following week as well as any issues that may arise during the contract period, if requested. During this meeting we will submit a brief report and schedule for the RCSD representative to review and approve. **Please refer to sample schedule provided.*

Our crew will start in the morning to conduct the assigned tasks for the day. We understand that areas of maintenance are within the residential areas. Our crew will be extra careful with the noise level generated by equipment. Mariposa will create schedule with the aim to provide service during low foot traffic period. The goal here is to reduce contact with the residence and visitors to promote safe environment.

Work plan

To show our understanding of the work, the following are the **key tasks** that Mariposa is proposing for RCSD. All tasks will be per specification and are not limited to the lists below.

Mowing and Edging

Frequency: 45 times / year

- Mowing will be completed on every Wednesday during active growing period and every other Wednesday during slow growing period. Mariposa will be proposing to use of both 72" recycling ride on mower and 30" push behind mowers. Clippings will be recycled, and any excessive and visible clippings will be removed.
- Mariposa believes frequent edging will promote neater appearance and we are proposing to edge with each mowing. Edging will be performed with a mechanical edger that is equipped with sharpened steel blade that cuts into the rootzone of the soil.
- Other edges will be detailed with a string trimmer. Smaller areas that need precise detailing, such as around fixtures, between planters and turf areas, around decomposed granite, etc. Soft edging operation around boxes and fixtures will be given additional attention to avoid damages.

Aeration, Dethatching, and reseeding

Aeration: 2 times/ year

Dethatching 1 times / year

- Aeration will be performed with a tractor. Each aeration process will begin with flagging down irrigation sprinkler heads to protect them. Cores will be pulverized.



- Dethatching will be performed with a tractor. Each Dethatching process will begin with flagging down irrigation sprinkler heads to protect them. Debris accumulated from Thatching will be removed from the site.

Fertilization

Frequency: 2 times/ year

- All turf will be fertilized in April and September. All turf will receive fertilizer based on the fertilization schedule. Fertilizer will be per requirement stipulated in the RFP or per product recommendation.

Shrubs and Ground Cover Care

General Pruning

Frequency: Minimum of 12 times cycle (more if needed)

- Planters pruning and monitoring will be performed by crew in a rotation schedule.
- All plant material will be pruned selectively per species.
- All plant materials that encroached into surrounding areas will be pruned immediately upon sight to maintain public safety as well as promote neat appearance. Our crew will monitor all ground cover to avoid encroachment into amenities, building structures, and trees. Ground covers will be pruned a few inches away from the curb to maintain neat appearance.
- Wall or trellises vines will be monitored and trimmed to maintain healthy, safe, and neat appearance. Vines will be trimmed to equal proportion throughout the walls.
- Roses maintenance will consist of 1 hard prune during the month of January and routine dead heading.

Weed Control

Chemical weed control

Frequency: Post emergence – On going
Pre emergence – 2 times per year

- Our herbicide application schedule will be approved by RCSD representatives. Chemical application will focus on Pre emergence application two times per year for maximum efficiency.
- Post emergence will be applied when needed
- All chemical application will be kept at minimum and only be use when needed.
- Chemical application will be the primary weed control method on turf, and areas with minimal foot traffic.
- All chemical application will be conducted under the supervision of a qualified applicator license holder.
- All chemicals will be applied per the recommendation of our pest control advisor (PCA).

Manual weed control

Frequency: On going

- Hand weeding will be an ongoing service perform by crew members.
- Weeds will be removed with appropriate tools whenever possible.



General Cleanup

Frequency: 156 times / year (3 times per week)

- Our crew will be performing litter control tasks. Litter control includes removing debris from landscape areas and removing fallen leaves.
- Sand areas will be inspected and raked for sharp objects. The goal is to maintain a safe environment for the residence.
- Sand areas will be rototilled quarterly.

Irrigation

Frequency: on-going

Our crew will be visually inspecting the irrigation system throughout the sites.

- Irrigation check will be conducted weekly
- All repairs will be conducted within 48 hours of notice. Repairs will be per approval by the city representative.
- Irrigation materials will be provided by the city or by Mariposa with 15% mark up.
- Controller enclosure will be kept clean.
- Adjustments and nozzle clean up will be done regularly as part of the inspections.
- Water management will be managed by our irrigator per RFP.

Tentative schedule / staffing plan for RCSD

The following schedule is subject to change. All schedules will be approved by RCSD representative. Any changes will be made to suit RCSD needs.

Please look at the sample schedule.

At the start of the contract, our manager will submit our schedule.

SCHEDULE (tentative)

Staffing Plan

Personnel/ Category	Tasks	Weekly Average				
		Monday	Tuesday	Wednesday	Thursday	Friday
Supervisor /Account Manager	Supervising/ Management	X		X		X
Lead person (driver)	Litter control/ Helper	X		X		X
Foreperson/ Irrigator	Detailing/ Checks			X		
Foreperson	Mowing			X		
Mow crew 1	Mowing			X		
Mow crew 1	Mowing			X		



D. Certification of Proposal

The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to RCSD in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP

Sealed Proposal

Please refer to separate attachment.



Additional Information

Overview of Additional Tree Care Services

The tree care services of Mariposa Landscapes are set apart from the competition by providing comprehensive consulting services in addition to expert tree care. Our ability to provide such excellent service is due to our crews of highly trained, safety-oriented, certified arborists and tree workers. Our staff receives the latest training in arboriculture methods, techniques, and software systems.

Our specialized consulting services include the following: Urban Forest Management Planning, Tree Evaluations, Inventory Management, Risk Assessments, Hazard Reports, Tree Appraisals, and Insect and Disease Control Recommendations.



Tree Division Accreditation

Mariposa Landscapes received accreditation from the Tree Care Industry Association (TCIA) in 2012, becoming one of the few accredited tree care companies in California. This accreditation involves a thorough audit process of procedures in the following ten areas:

1. Consumer Satisfaction
2. Best Business Practices
3. Business Ethics
4. Employee Training
5. Safety
6. Quality
7. Industry Standards
8. Arborist Certification
9. Insurance Coverage
10. Work Estimates and Specification



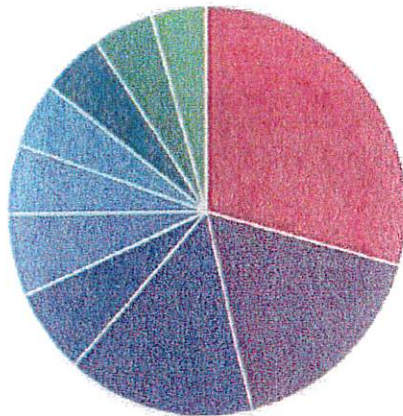
Our Core Values – Safety • Teamwork • Quality • Integrity

Tree Asset Management

Mariposa Landscapes leverages the latest urban forestry management technology and software. "Tree Plotter" allows us to manage all of our client's information and property details in one easy-to-access location.

The software program creates and manages tree inventories, conducts statistical analysis and provides reports for our clients. Each client receives their own personal user account login, which provides visibility into their inventory, reports, and maps of their trees.

CLIENT TREE INVENTORY



- London plane 29.4%
- Chinese elm 16.9%
- Mexican fan palm 15.3%
- Camphor tree 7.6%
- Coastal live oak 6.7%
- Red Iron bark 5.2%
- Stump only 5.0%
- Jacaranda 4.8%
- Douglas fir 4.7%
- Redwood 4.5%



The Tree Plotter software also allows us to create work orders, assign them to Mariposa's arborist crew leaders, and maintain an updated work history for a specific client inventory. This delivers maximum transparency for both contractor and client, providing easy access to all aspects of inventory, from creation to billing.

The Tree Plotter inventory management program provides Mariposa's Tree Division with the ability to create and manage an internal roster of clients and their information. The client information table allows us to enter company names, project manager or point of contact information, property addresses, phone numbers, email addresses, and billing information. Whether our clients have a single property, or multiple locations to inventory, we can create a "Client Site" profile for each one. This allows us to manage the inventories, work orders, and billing for each property separately.

This asset mapping capability can also extend to Irrigation Assets!



Awards and Recognition

Year	Award Description
1977	Most Beautiful Award, FIRST PLACE , in the category of Large Condominium Complexes, from The City of Arcadia.
1979	Most Beautiful Award, FIRST PLACE , in the category of Large Condominium Complexes, from the County of Los Angeles.
1982	Beautification Award, FIRST PLACE , in the category of Commercial Maintenance, from the California Landscape Contractors Association.
1983	Los Angeles Home and Garden Show, FIRST PLACE , Best Chapter in Show, Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
1987	Outstanding Achievement Award, Large Commercial Maintenance for The City of Alhambra project from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
1987	Public Works Beautification Award, FIRST PLACE , for the City of Rosemead Median Beautification project from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
1988	Outstanding Achievement Award in Public Works Maintenance for the City of Whittier from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
1988	Public Works Installation Award, FIRST PLACE , UCLA Veteran Ave. Monument Sign from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
1988	Public Works Maintenance, FIRST PLACE , City of Baldwin Park from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
1988	Medium Commercial and Industrial Installation, FIRST PLACE , Jet Propulsion Laboratory Woodbury office building from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
1989	Public Works Landscape Installation, FIRST PLACE , Mt. San Antonio College Entry from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
1989	Medium Commercial Landscape Installation, FIRST PLACE , Jet Propulsion Laboratory Woodbury office building Courtyard Area from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
1989	Large Residential Landscape Maintenance, FIRST PLACE , University of Southern California Presidents Quarters "The Mudd Estate" from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
1990	Commercial Irrigation Installation, FIRST PLACE , Pathfinder Road Landscaping - Shea Homes Inc. from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
1990	Public Works Landscape Installation, FIRST PLACE , Harvard Ave. Improvements - City of Claremont, from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
1990	Outstanding Achievement Award for Public Works Landscape Installation, Story Park - City of Alhambra from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
1991	Outstanding Achievement Award for Small Commercial Landscape Installation, Fire Station #31 from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
1991	Outstanding Achievement Award for Medium Residential Landscape Installation, Mobassally Residence from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.



Awards and Recognition (continued)

Year	Award Description
1991	Outstanding Achievement Award for Small Residential Landscape Maintenance, Mobassally Residence from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
1992	Large Commercial Landscape Installation, FIRST PLACE , Whittier College Performing Arts Center from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
1992	Xeriscape, FIRST PLACE , Cal-American Demonstration Gardens from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
1992	Outstanding Achievement Award for Large Commercial Landscape Installation, Westside Pavilion from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
1993	Outstanding Achievement Award for Medium Residential Renovation, Brandow Residence from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
1994	Large Commercial Landscape Installation, FIRST PLACE , Southern California Edison, Loma Street project from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
1995	Judged best overall receiving the JUDGES AWARD , Southern California Edison, Rosemead General Office Complex maintenance from the Pacific Coast chapter of the California Landscape Contractors Association.
1995	Large Commercial Landscape Installation, FIRST PLACE , Veteran's Memorial Fountain Santa Fe Springs from the Pacific Coast chapter of the California Landscape Contractors Association.
1995	Medium Commercial Landscape Installation, FIRST PLACE , Lincoln Office Building from the Pacific Coast chapter of the California Landscape Contractors Association.
1995	Small Commercial Landscape Installation, FIRST PLACE , 236 West Mountain Street from the Pacific Coast chapter of the California Landscape Contractors Association.
1995	Large Commercial Landscape Maintenance, Achievement Award, Southern California Edison, Rosemead General Office Complex from the Statewide Trophy Awards of the California Landscape Contractors Association.
1996	Small Residential Landscape Renovation, FIRST PLACE , Hunt/Waleck Residence project from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
1996	Special Landscape Installation - Public Works, FIRST PLACE , Imperial Highway Median Modification - Santa Fe Springs from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
1996	Large Commercial Landscape Installation, FIRST PLACE , San Gabriel Country Club project from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
1997	Medium Commercial Landscape Installation, Outstanding Achievement, Knott's Berry Farm South Parking Lot from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
1998	Judged Best Overall in Landscape Installation, JUDGES AWARD , The Trojan Residence Landscape Renovation project from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
1999	Small Commercial Landscape Installation, FIRST PLACE , Talmadge V. Burke Xeriscape Garden from the Pacific Coast chapter of the California Landscape Contractors Association.
2000	Xeriscape Residential Landscaping, FIRST PLACE , The Moseley Residence Landscape project from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.



Awards and Recognition (continued)

Year	Award Description
2001	Estate Residential, Outstanding Achievement, The Andrews Residence from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
2001	Commercial Renovation, FIRST PLACE , Temple Terrace HOA from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
2001	Large Commercial Landscape Installation, FIRST PLACE , "Soak City" – Knott's Berry Farm from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
2002	Medium Residential Renovation, Outstanding Achievement, Gino Roncelli Residence from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
2002	Small Residential Landscape Installation, FIRST PLACE , The Guzman Residence, from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
2002	Large Commercial Maintenance, FIRST PLACE , City of Ontario Convention Center from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
2002	Small Landscape Renovation, FIRST PLACE , The Gilchrist Residence, from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
2002	Unlimited Commercial Maintenance, FIRST PLACE , Norton Simon Museum Pasadena, from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
2002	Small Commercial Landscape Installation, FIRST PLACE , Armstrong Gardens Pasadena, from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
2003	Recognition by the City of Claremont for the installation of the entry sign at College Avenue and 1 st Street for Pomona College – Member of Claremont Colleges. The Sign was a replication in design and theme of the college monument built in 1908. EPT Landscape Architects designed the sign and associated landscape.
2004	Best in all categories, SWEEPSTAKES AWARD , Arcadia Police Station – City of Arcadia, from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
2004	Special Landscape Installation – Public Works, FIRST PLACE , Arcadia Police Station – City of Arcadia, from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
2004	Unlimited Commercial Maintenance, FIRST PLACE , Vantage Pointe HOA, from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
2004	Project with the best use of color, COLORSCAPE SPECIAL AWARD , Vantage Pointe HOA, from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
2004	Small Residential Renovation, Outstanding Achievement, Young Residence, from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
2004	Large Commercial Landscape Installation, Outstanding Achievement, Pomona College, from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
2004	Small Residential Landscape Installation, FIRST PLACE , Castro Residence, from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
2005	Best in all Categories, SWEEPSTAKES AWARD , Burbank Department of Water and Power from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
2005	Landscape Installation – Public Works, FIRSTPLACE , Burbank Department of Water and Power from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.



Awards and Recognition (continued)

Year	Award Description
2007	Landscape Maintenance, FIELD OF THE YEAR , Fountain Hills High School, Awarded by: Sports Turf Managers Association of Arizona
2007	Best Overall Commercial Landscape in all entries, HONORS AWARD , Fair Oaks Complex, JL Moseley Co. Inc. from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
2007	Water Conservation Award, California Friendly, Fair Oaks Complex, JL Moseley Co. Inc. Development from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
2007	Medium Commercial Landscape, FIRST PLACE , Fair Oaks Complex, JL Moseley Co. Inc. Development from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
2007	Large Commercial Maintenance, FIRST PLACE , Fair Oaks Complex, JL Moseley Co. Inc. Property Management from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
2007	Small Commercial Landscape, FIRST PLACE , Lincoln Montana Complex, JL Moseley Co. Inc. Property Management from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
2007	Large Commercial Maintenance, Outstanding Achievement, Woodbury Complex , JL Moseley Co. Inc. Property Management from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
2007	Medium Commercial Maintenance, Outstanding Achievement, Lincoln Montana Complex, JL Moseley Co. Inc. Property Management from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
2007	Unlimited Commercial Maintenance, FIRST PLACE , Vantage Pointe HOA from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
2008	Large Commercial Landscape Installation, FIRST PLACE , Spirit Honda Railroad Underpass from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
2008	Commercial/Public Works Landscape Installation, FIRST PLACE , San Marino Public Library from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
2008	Best Commercial Landscape, HONORS AWARD , San Marino Public Library from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
2008	Best Maintenance Project of any size, PRESIDENT'S AWARD , State College Boulevard Medians from the Los Angeles/San Gabriel Valley chapter of the California Landscape Contractors Association.
2010	Best In All Categories, SWEEPSTAKES AWARD , Montclair Police Department from the LA/SG Chapter of CLCA
2010	Large Commercial Renovation, FIRST PLACE , SCE Gateway Business Center Sustainable Landscape Renovation from the LA/SG Chapter of the CLCA
2010	California Friendly Special Award, SPECIAL AWARD , SCE Gateway Business Center Sustainable Landscape Renovation from the LA/SG Chapter of the CLCA
2010	2010 Environmental Improvements Awards, MERIT AWARD , SCE Gateway Business Center Sustainable Landscape from PLANET, Professional Landcare Network



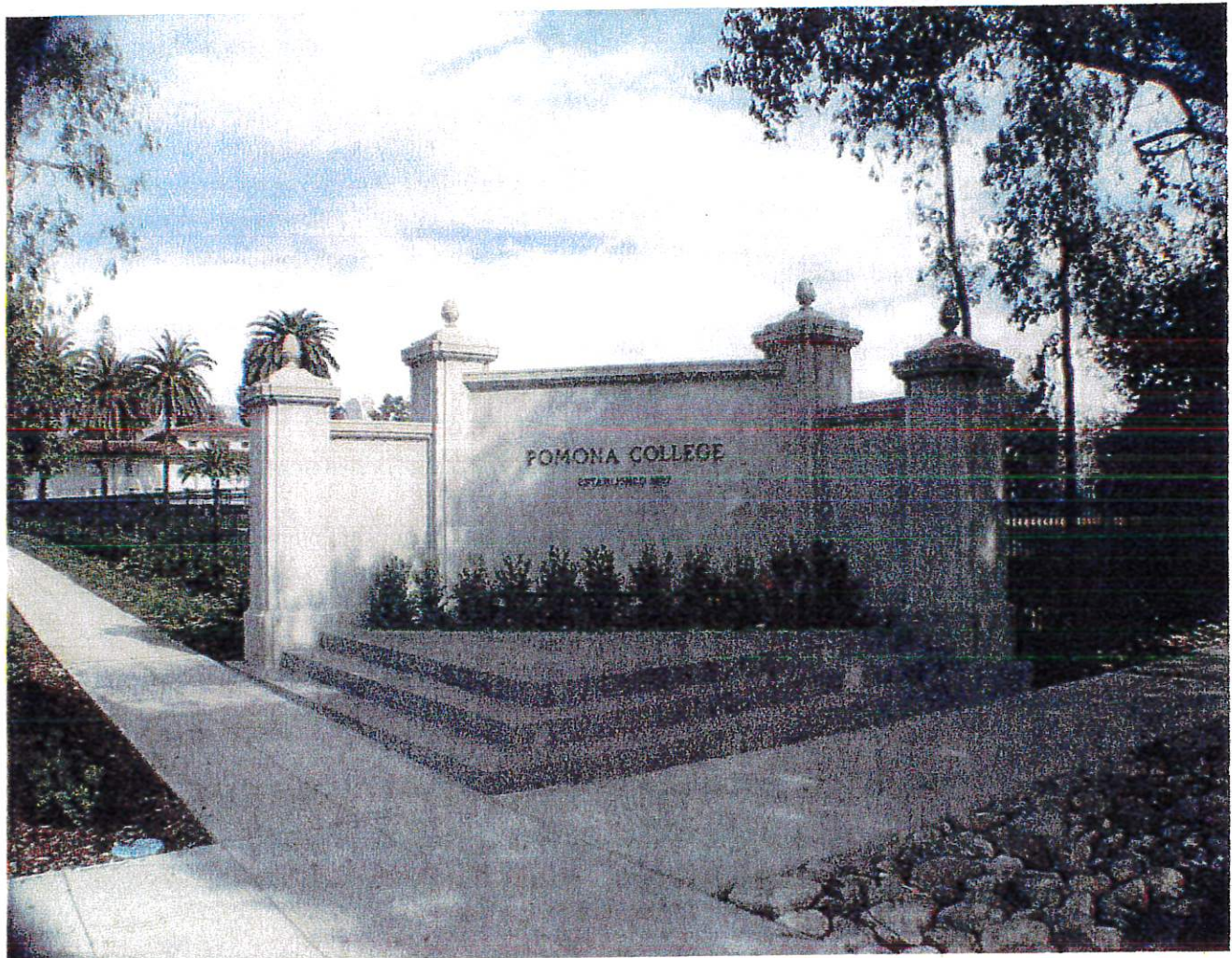
Awards and Recognition (continued)

Year	Award Description
2012	53rd Annual Beautification Awards, BOB MOORE MEMORIAL AWARD , in the category of Best Use of Rockscape, from the San Fernando Valley Chapter CLCA
2012	53rd Annual Beautification Awards, FIRST PLACE , in the category of Large Renovation, from the San Fernando Valley Chapter CLCA
2012	53rd Annual Beautification Awards, SWEEPSTAKES AWARD , Best overall project in both installation and maintenance, from the San Fernando Valley Chapter CLCA
2013	State Trophy Awards, FIRST PLACE , in the category of Small Commercial/Industrial Installation, 540 West Woodbury Road, from California Landscape Contractors Association
2013	State Trophy Awards, FIRST PLACE , in the category of Landscape Renovation, Lincoln Property Company, from California Landscape Contractors Association
2013	54th Annual Beautification Awards, FIRST PLACE , in the category of Large Commercial/Industrial Renovation Project, The Lincoln Property, from the San Fernando Valley Chapter CLCA
2013	54th Annual Beautification Awards, FIRST PLACE , in the category of Small Commercial/Industrial Renovation Project, J.L Mosely Company Inc., from the San Fernando Valley Chapter CLCA
2013	54th Annual Beautification Awards, FIRST PLACE , in the category of Small Commercial/Industrial, 540 West Woodbury Rd., from the San Fernando Valley Chapter CLCA
2013	54th Annual Beautification Awards, FIRST PLACE , in the category of Renovation, 2012 Renovation Project, from the San Fernando Valley Chapter CLCA
2015	Landscape Beautification, HONORS AWARD , in the category of Best Commercial Landscape Installation, SCE Irvine Operations Center, from the LA/SG chapter of CLCA
2015	Landscape Beautification, Award Winner, in the category of Large Commercial Landscape Installation, SCE Ontario Service Center, from the LA/SG chapter of CLCA
2015	Landscape Beautification, Outstanding Achievement, in the category of Commercial Landscape Renovation, SCE Eric Substation, from the LA/SG chapter of CLCA
2015	Landscape Beautification, Award Winner, in the category of Medium Commercial Landscape Installation, SCE Eric Substation, from the LA/SG chapter of CLCA
2015	Landscape Beautification, Award Winner, in the category of Contractor Design/Build over \$30,000, SCE Eric Substation, from the LA/SG chapter of CLCA
2016	State Trophy Awards, Outstanding Achievement, in the category of Xeriscape, SCE Ontario Service Center, California Landscape Contractors Association
2016	State Trophy Awards, FIRST PLACE , in the category of Condos/Townhouses/Apartments, for the Chadwick Apartments, California Landscape Contractors Association
2016	Annual Beautification Awards, FIRST PLACE , in the category of Landscape Renovation, SCE Moorpark Substation, from the LA/SG chapter of CLCA
2017	Annual Beautification Awards, FIRST PLACE , in the category of Landscape Renovation, SCE Moorpark Substation, from the San Fernando Valley chapter of CLCA
2018	Landscape Beautification, Outstanding Achievement, in the category of Landscape Maintenance Public Works, Sunset Ridge Park Newport Beach, from the Orange County chapter of CLCA
2019	Landscape Beautification, JUDGES AWARD , in the category of Best Landscape Maintenance Overall, The Langham Hotel, from the LA/SG chapter of CLCA



Awards and Recognition (continued)

Year	Award Description
2019	Landscape Beautification, FIRST PLACE , in the category of Residential Technical Displacement - Tree Division, Walsh Residence, from the LA/SG chapter of CLCA
2019	Landscape Beautification, Outstanding Achievement, in the category of Landscape Renovation, Brea Senior Center, from the LA/SG chapter of CLCA
2023	Landscape Beautification Award Winner, in the category of Maintenance – Multi-Unit Residential Development, Bolsa Row Condominium HOA, from the Orange County chapter of CLCA



Sample of our Work



Proposer's Green Initiative and Environmental Sensitivity

Mariposa Landscapes, Inc. uses every effort to implement "green" environment and energy conservation measures.

Our company has a recycling program for green waste and paper products. We implement this program at our local offices and at all job sites.

Mariposa currently uses hybrid vehicles and is researching and looking forward to obtaining hybrid equipment to be used on our contracts. We strive to be as environmentally conscientious as possible and are expanding our operations to achieve this goal.

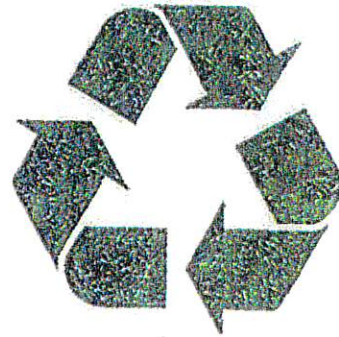
We have been certified by the American Green Zone Alliance – Sustainable Land Care Certification (Electric Equipment). This puts us at the cutting edge of industry knowledge in selecting cost effective options related to the latest in commercial grade electric small equipment as well as mowers.

Mariposa works with all clients to assure optimum water usage where possible. With hundreds of ET "Smart" Controller installations over the years, we can assess a property for water savings, create a solution and correctly program these newer irrigation control devices for optimum savings.

In addition to these and other Green Initiatives, we are also committed to leading the industry in minimizing any potential negative impact on the environment.

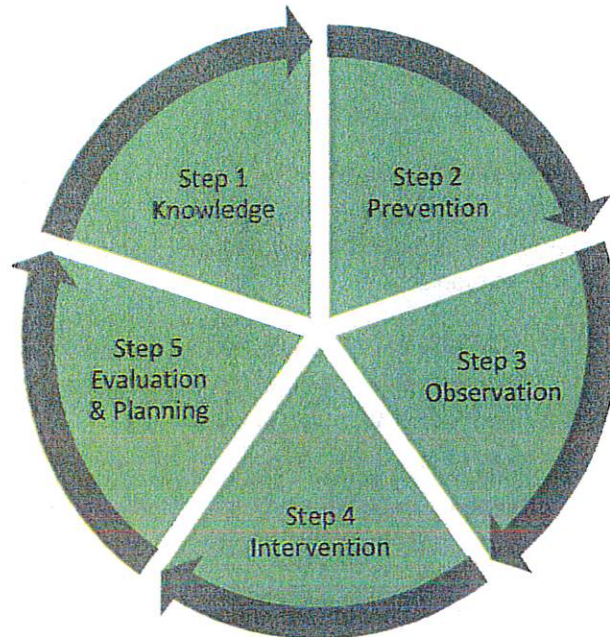
The key points of its strategy to achieve this are:

- Minimize waste by evaluating operations and ensuring they are as efficient as possible.
- Minimize toxic emissions through the selection and use of its fleet and equipment.
- Actively promote recycling both internally and amongst its customers and suppliers.
- Meet or exceed all the environmental legislation that relates to the Company.
- Adhere to all local codes and ordinances regarding water conservation.



Integrated Pest Management

Integrated pest management (IPM) is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and non-target organisms, and the environment.



Biological control

Biological control is the use of natural enemies—predators, parasites, pathogens, and competitors—to control pests and their damage. Though Mariposa does not introduce any beneficial organisms into the environment, we do identify and encourage their presence.

Cultural controls

Cultural controls are practices that reduce pest establishment, reproduction, dispersal, and survival. For example, changing irrigation practices can reduce pest problems, since too much water can increase root disease and weeds.

Mechanical and physical controls

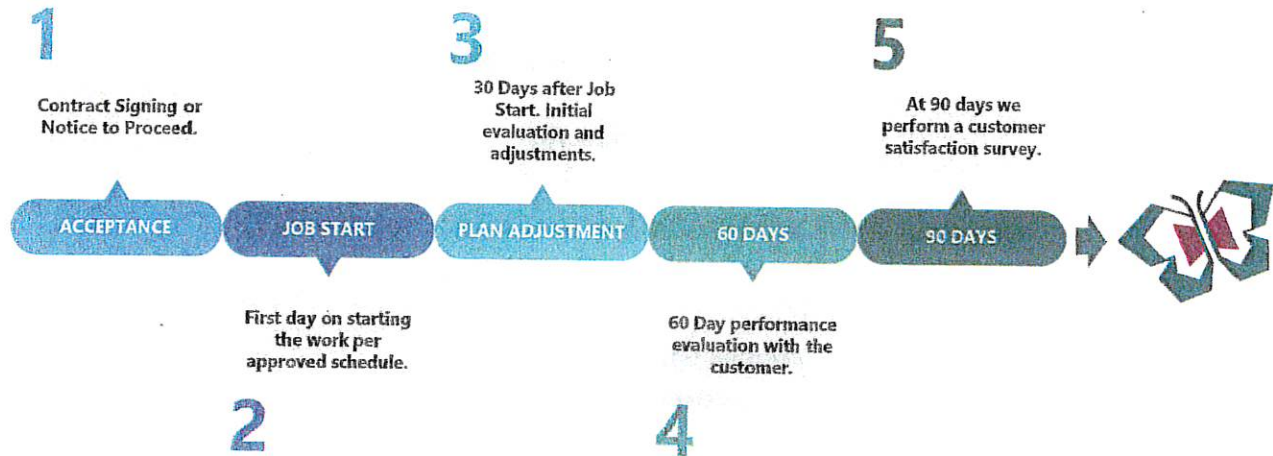
Mechanical and physical controls kill a pest directly or make the environment unsuitable for it. Traps for rodents are examples of mechanical control. Physical controls include mulches for weed management, steam sterilization of the soil for disease management, or barriers such as screens to keep birds or insects out.

Chemical control

Chemical control is the use of pesticides. Mariposa Landscapes uses pesticides only when needed and in combination with other approaches for more effective, long-term control. Also, pesticides are selected and applied in a way that minimizes their possible harm to people and the environment. With IPM we use the most selective pesticide that will do the job and be the safest for other organisms and for air, soil, and water quality.



Job Startup and Transition Schedule



Contract Executed or an Official Notice to Proceed

On new contracts we typically purchase trucks and equipment, so we cannot initiate purchases until we have a signed commitment. Quicker startups that are 30 days or less may be an issue with supply chain delays. We prefer a 60 to 90 day start for our procurement. During this period, before the Job Start, we may have one or more meetings with the client to meet the management staff and go over a preliminary schedule of work. We also use this interim time to prepare more detailed maps of the areas with measurements so we can pre-order the materials we will need (fertilizer, IPM material for weed control and other consumables.)

Job Start

On day 1 our crews will have detailed maps of the areas along with task lists and the initial schedule. Our management is heavily involved in logistics during this time. We also go through the irrigation systems with our technicians to perform our initial evaluation. If we find anything that is broken, inoperative or neglected, we create a detailed list with repair pricing and a completion schedule for the customer.

30 Day Evaluation

At 30 days we have a special evaluation meeting with the customer. There are always aspects of every job that cannot be completely spelled out in the work scope and specifications like, custom timelines, work sequences and specific area needs. We go over the experience so far and identify what is working well and what needs adjustment. The customer gets an action plan for any adjustments with timeline commitments from us along with the initial irrigation system inspection.

60 Day Evaluation

At 60 days we anticipate operations to be going smoothly and meeting expectations. We perform a customer survey to assess the customer's perception of the experience related to the proposal process, transition to operations and the actual performance on the job. Our goal is to receive the highest score possible from our clients and provide complete customer satisfaction.

90 Day Evaluation

At 90 days the customer receives a survey with one question on it "Would you recommend Mariposa Landscapes to other customers right now?" Our goal is to receive an enthusiastic "Yes" to this question.



REQUEST FOR PROPOSAL

2024-RFP-001

PROFESSIONAL LANDSCAPE AND LAWN CARE SERVICES

**ROSSMOOR COMMUNITY
SERVICES DISTRICT**

3001 BLUME DRIVE

ROSSMOOR, CA 90720



RELEASE DATE: JANUARY 2, 2024

DEADLINE FOR QUESTIONS: JANUARY 16, 2024

PROPOSAL SUBMISSION DEADLINE: FEBRUARY 2, 2024

**RESPONSES MUST BE SUBMITTED VIA HAND-DELIVERY OR
ELECTRONICALLY TO:**

RCSD@ROSSMOOR-CSD.ORG

ROSSMOOR COMMUNITY SERVICES DISTRICT REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that the Rossmoor Community Services District ("RCSD") has prepared this Request for Proposals ("RFP") and is requesting proposals from qualified and interested firms ("Proposers"). The District is requesting proposals from experienced and qualified firms for the provision of Professional Landscape and Lawn Care Services. It is the District's intent to award one contract for Professional Landscape and Lawn Care Services for its Parks and Facilities in the Special District of Rossmoor, Orange County (the "Project"), RFP NO. 2024-RFP-001 Title: Professional Landscape and Lawn Care Services.

The successful Proposer shall be required to provide the Professional Landscape and Lawn Care scope of services for the above referenced properties. The successful Proposer shall be required to furnish equipment, machinery, transportation, and other implements necessary to execute the contract. The Proposer shall supply a plan as to how the services will be executed. The plan shall include the number of personnel which will be used to execute the services and when the services will be performed, and estimated time to complete each service. The successful Proposer shall maintain that all employees have been trained in appropriate safety measures to ensure Proposer's employees are performing their work in a safe manner. The Proposer shall state their qualifications as a professional landscaping firm, which can include but not be limited to, previous landscaping services offered to businesses within Orange County, current landscaping contracts being performed by Proposer, the length of time that this Proposer has been performing these types of services, and special qualifications those employees might have.

Contact Information

Project Contact:

Joe Mendoza

General Manager

3001 Blume Drive, Rossmoor, CA 90720

Email: jmendoza@rossmoor-csd.org Phone: [\(562\) 430-3707](tel:(562)430-3707) Ext: [103](tel:103)

Timeline

Release Project Date	JANUARY 2, 2024
Question Submission Deadline	JANUARY 16, 2024, 4:00pm
Question Response Deadline	JANUARY 18, 2024, 4:00pm
Proposal Submission Deadline	FEBRUARY 2, 2024, 4:00pm
Proposal Review	FEBRUARY 5, 2024
Board Approval	FEBRUARY 13, 2024
Contract Approval and Approx. Start Date	APRIL 1, 2024

1. INSTRUCTIONS TO PROPOSERS

2.1 SCOPE OF SERVICES; PROFESSIONAL SERVICES AGREEMENT

The scope of services ("Services") sought under this RFP are set forth in more detail in Section 4 "Scope of Work", attached hereto and incorporated herein by this reference.

Notwithstanding the inclusion of such Services in the RFP, the final scope of Services negotiated between RCSD and the successful Proposer shall be set forth in a Professional Services Agreement ("Agreement") executed by and between RCSD and the successful Proposer. Agreement to be drawn up by District counsel.

2.2 RCS D CONTACT

The principal contact for RCSD will be Joe Mendoza, General Manager, (562) 430-3707 Ext: 103, jmendoza@rossmoor-csd.org or a designated representative, who will coordinate the assistance to be provided by RCSD to the Proposer. No other members of RCSD's staff or RCSD's Board should be contacted about this procurement during the RFP process. Any and all inquiries and comments regarding this RFP must be communicated in writing, unless otherwise instructed by RCSD. RCSD may, in its sole discretion, disqualify any Proposer who engages in any prohibited communications.

2.3 REQUESTS FOR CLARIFICATION

All questions, requests for interpretations or clarifications, either administrative or technical must be requested in writing and directed to RCSD via the District's email at RCSD@rossmoor-csd.org. All written questions, if answered, will be answered in writing, conveyed to all interested firms, and posted on RCSD's website. Oral statements by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by 4:00 pm local time on Tuesday, January 16, 2024.

2.4 PROPOSAL REQUIREMENTS

Proposal responses must adhere to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations or misrepresentations may be cause for rejection of the submittal. Utilize font size large enough to be easily legible, but not smaller than 10 point. The proposal must be submitted via email to RCSD@rossmoor-csd.org

A. Cover Letter. Provide a cover letter and introduction, including the name and address of the organization and individual submitting the proposal, together with the name, address, telephone and fax numbers, and e-mail address of the contact person who will be authorized to represent the organization, and an expression of the Proposer's ability and desire to meet the requirements of this RFP. The letter must be signed by an individual authorized to bind the firm contractually.

B. Proposer Statement Of Qualifications. Describe the Proposer's resources, experience, and capabilities as they relate to providing the Services. Submit in the order identified below:

1. **Executive Summary.** An executive summary should briefly describe the Proposer's qualifications and ability to perform the Services.
2. **Qualifications and Experience.** The proposal should:
 - a. Provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in this RFP.
 - b. Any key staff members who would be involved in the performance of the scope of work. Provide their resumes, describe their experience, and identify their proposed role for the Project.
 - c. State the number of years the firm has conducted business.
 - d. Provide a description of the three most relevant contracts held within the last five years.
3. **Evidence Of California Licensing.** The proposal should include appropriate documentation showing the Proposer is properly licensed in the State of California to perform the Services requested in the scope of work.
4. **References.** The Proposer shall provide a minimum of four (4) client references, preferably city, county, homeowner's association or special district governments for whom the Proposer has previously provided services of similar type and scope within the last 5 years.
5. **Subcontractors.** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function, if known at this time.

C. Proposed Method to Accomplish the Work. Describe the technical and management approach to providing the Services to RCSD. Proposer should consider the scope of the Project, goals of RCSD, and general functions required. Include a draft schedule of tasks, milestones, and deliverables that will provide for timely provision of the Project. In reviewing the scope of work, the Proposer may identify additional necessary tasks and is invited to bring these to RCSD's attention within the discussion of its proposed method to accomplish the Project.

D. Certification of Proposal. This section shall state: "The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to RCSD in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP."

Sealed Fee Proposal. Please provide a lump sum, not-to-exceed fee proposal for the Project. The fee proposal shall be broken down by task and further broken down by staff, subconsultant costs, and expenses for each task. The fee proposal shall include hourly rates for all personnel by month and annually.

2.5 PROPOSAL CONSIDERATIONS

- A. **No Deviations from the RFP.** In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement attached hereto as Exhibit "B". If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be grounds for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and the insurance and indemnification provisions therein.
- B. **Collusion.** By submitting a Proposal, each Proposer represents and warrants that its Proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not

named therein; that the Proposer has not directly or indirectly induced or solicited any other person to submit a sham Proposal, or any other person to refrain from submitting a Proposal; and that the Proposer has not, in any manner, sought collusion to secure any improper advantage over any other person submitting a Proposal.

- C. **Conflicts of Interest.** Proposers shall comply with all regulations and laws dealing with conflict-of-interest disclosure and reporting. Proposers shall not be engaged if a conflict of interest exists.
- D. **Withdrawal of Proposals.** A Proposer may withdraw its proposal before the expiration of the time for submission of proposals by notifying and requesting RCSD's representative remove the Proposer's submission.
- E. **Financial Health and Reputation.** RCSD reserves the right to consider the financial responsibility and general complexity of each Proposer, as well as its reputation within the industry to determine if the Proposer has the apparent ability to meet and successfully complete the requirements of the work. Upon request, the Proposer shall provide a financial statement, audited, if necessary, in addition to any other information requested by RCSD.
- F. **Confidentiality of Proposal.** All proposals submitted in response to this RFP shall be held as confidential by RCSD and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 7920 et seq.) until after either RCSD and the successful Proposer have completed negotiations and entered into an Agreement or RCSD has rejected all proposals. All correspondence with RCSD including responses to this RFP will become the exclusive property of RCSD and will become public records under the California Public Records Act. RCSD will have no liability to the Proposer or other party because of any public disclosure of any proposal or the Agreement.

2.6 EVALUATION CRITERIA

The proposal evaluation criteria include:

- Understanding of project and project approach
- Scope of work and schedule
- Relevant qualifications/experience
- Overall quality of proposal
- Cost evaluation

During the evaluation process, RCSD reserves the right, where it may serve RCSD's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions.

Proposers may be invited to make an oral presentation.

The contract, if awarded, shall be to the most qualified Proposer, which submits the proposal that, in the sole judgment of RCSD, is in the best interest of RCSD.

Upon selection of a Proposer, RCSD will endeavor to negotiate a mutually agreeable agreement with the selected Proposer. If RCSD is unable to reach agreement, RCSD will proceed, at its sole discretion, to negotiate with the next Proposer selected by RCSD. RCSD reserves the right to contract for services in the manner that most benefits RCSD including awarding more than one (1) contract if desired. After negotiating a proposed Agreement that is fair and reasonable, RCSD staff will make the final recommendation to RCSD Board concerning the proposed Agreement. RCSD Board has the final authority to approve or reject the Agreement.

2.7 SITE EXAMINATION

Proposers must examine the site and become acquainted with all conditions affecting the work. In submitting a Proposal, Proposers warrant that they have made such site examination as they deem necessary to determine the condition of the site, its accessibility to materials, workmen and equipment, and to determine the proposer's ability to protect existing surface and subsurface improvements. Proposers shall also familiarize themselves with all federal, state, and local laws, ordinances, rules, regulations, and codes affecting the performance of the work; make such investigations, as it may deem necessary for performance of the Services at its proposal price within the terms of the Agreement; and correlate its observations, investigations, and determinations with the requirements of the Agreement.

2.8 SUBMITTAL INSTRUCTIONS

The proposal must be received no later than 4:00 pm local time, on or before Friday, February 2, 2024, via RCSD's [email: RCSD@rossmoor-csd.org](mailto:RCSD@rossmoor-csd.org)

RCSD will not be responsible for proposals that are delinquent or incorrectly submitted. Proposals submitted after the stipulated deadline will not be accepted by RCSD. Please note that mailed or faxed proposals will not be accepted.

2.9 PROTESTS

- A. Protest Contents. Protests based on the content of the RFP shall be submitted to RCSD no later than ten (10) calendar days prior to the scheduled proposal submittal deadline. If necessary, the proposal submittal deadline may be extended pending a resolution of the protest. Proposer may protest a contract award if the Proposer believes that the award was inconsistent with RCSD policy, or this RFP is not in compliance with law. A protest must be filed in writing with RCSD (email is not acceptable) within five (5) business days after receipt of notification of the intended contract award. Any protest submitted after 5 p.m. of the fifth business day after notification of the intended contract award will be rejected by RCSD as invalid and the Proposer's failure to timely file a protest will waive the Proposer's right to protest the contract award. The Proposer's protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the Proposer for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.
- B. RCSD Review. RCSD will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. RCSD shall provide the Proposer submitting the protest with a written statement concurring with or denying the protest. Action by RCSD relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this section are mandatory and are the Proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

2.10 ADDENDA

RCSD reserves the right to revise the RFP prior to the time set to receive proposals. All addenda issued by RCSD shall be included in the proposal and made part of the RFP. Each Proposer shall leave with RCSD its name, and e-mail address for the purpose of receiving Addenda. Notices of addenda will be sent to all

subscribed bidders following this project and posted via RCSD's website. Proposers are responsible for ensuring that they have received all addenda. Each Proposer should monitor the project via the eProcurement Portal to verify that it has received all addenda issued, if any, prior to the bid opening. Failure to acknowledge receipt of all addenda via RCSD's eProcurement Portal may result in bid rejection.

2.11 GENERAL CONDITIONS

- A. Amendments to Proposals. Unless specifically requested by RCSD, no amendment, addendum or modification will be accepted after a proposal has been submitted to RCSD. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted via RCSD's email prior to the deadline stated herein for receiving proposals.
- B. Non-Responsive Proposals. A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.
- C. Costs for Preparing. RCSD will not compensate any Proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of RCSD. RCSD will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.
- D. Cancellation. RCSD reserves the right to cancel this request for proposals at any time prior to the contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other associated marketing costs.
- E. Price Validity. Prices provided by Proposers are valid for 90 days from the proposal due date. RCSD intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete, and the contract is awarded.
- F. No Commitment to Award. Issuance of request for proposals and receipt of proposals does not commit RCSD to award a contract. RCSD expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received, to negotiate with more than one Proposer concurrently, or to cancel all or part of this request for proposals.
- G. Right to Negotiate and/or Reject Proposals. RCSD reserves the right to negotiate any price or provision, task order or service, accept any part or all any proposals, waive any irregularities, and to reject all, or parts of all proposals, whenever, in the sole opinion of RCSD, such action shall serve its best interests and those of the tax-paying public. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets RCSD's requirements.

3. EVALUATION PHASES

During the evaluation process, RCSD reserves the right, where it may serve RCSD's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. Proposers may be invited to make an oral presentation.

The contract, if awarded, shall be to the most qualified Proposer, which submits the proposal that, in the sole judgment of RCSD, is in the best interest of RCSD.

Upon selection of a Proposer, RCSD will endeavor to negotiate a mutually agreeable agreement with the selected Proposer. If RCSD is unable to reach agreement, RCSD will proceed, at its sole discretion, to negotiate with the next Proposer selected by RCSD. RCSD reserves the right to contract for services in

the manner that most benefits RCSD including awarding more than one (1) contract if desired.

After negotiating a proposed Agreement, RCSD staff will make the final recommendation to RCSD Board concerning the proposed Agreement. RCSD Board has the final authority to approve or reject the Agreement.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Understanding of Project and Project Approach	N/A	N/A
2.	Scope of Work and Schedule	N/A	N/A
3.	Relevant Qualifications/Experience	N/A	N/A
4.	Overall Quality of Proposal	N/A	N/A
5.	Cost Evaluation	N/A	N/A

4. SCOPE OF WORK

Professional Landscape & Lawn Care Services

Scope of Services

Professional Landscape & Lawn Care Services

ALL SITE LOCATIONS EXCEPT ROSSMOOR WAY MEDIANS & TRIANGLE

PARK MAINTENANCE PERFORMANCE STANDARDS:

1. Trim hedges bi-weekly during the growing season (April – September); and trim as necessary throughout the year.
2. Pick up paper and debris in the parks three (3) times per week as part of landscape maintenance operations in areas we are working.
3. Weed landscaped areas, as necessary, including planters.
4. Edge or trim grass from ballfield backstops once per month. Infield not included.
5. Contractor to program Irrigation Controllers, and adjust as necessary, to assure proper watering of turf and landscape areas to avoid over-watering or under-watering. Contractor shall utilize appropriate monitoring equipment to evaluate and control watering.
6. Regularly inspect irrigation emitters and sprinklers for proper functionality once per week.
7. Repair sprinklers as needed – Contractor will provide parts and invoice the RCSD monthly.
8. Maintain edges of all valve boxes.
9. Maintain Ivy ground cover in building planters and tree wells as needed for a neat and clean appearance.
10. Hand rake sand pits and gravel areas three times per week.
11. Rototill all sand pits quarterly.
12. Blow off recessed on-street parking spaces at Rossmoor park and parking lots at Rush Park and Montecito Center once each month.

TURN MAINTENANCE PERFORMANCE STANDARDS:

1. Complete 45 turf mows annually. Once per week March 01 through October 31; once every-other-week November 01 through February 28.
2. All turf mowing to occur on Wednesdays at Rush Park and Fridays at Rossmoor Park unless otherwise approved, in writing, by the District General Manager.
3. Edge all concrete areas bordering turf each mow occurrence.
4. Sweep all concrete areas adjacent to mow areas each mow occurrence.
5. De-Thatch turf once annually.
6. Rake or vacuum grass clippings in June, July, and August (If mulching mower is used, this requirement can be reduced or eliminated).
7. Aerate and fertilize turf areas twice annually.
8. Maintain tree wells free of grass and weeds; tree wells to be three-foot radius or greater depending on circumference of the tree.
9. Spray weed killer once annually, at both Rush and Rossmoor Parks.
10. Over-seeding is listed as an additive alternate and will be an additional charge once per year as requested.

ROSSMOOR PARK AND RUSH PARK SPECIAL MAINTENANCE STANDARDS

1. Blow off walkways around buildings and main sidewalk three (3) times per week.
2. Level sand under the swings in the "tot-lots" three (3) times per week and as -needed.
3. Remove fallen leaves by rake, vacuum, or blowing bi-weekly, or as-needed, around buildings three (3) times per week.

ROSSMOOR WAY MEDIANS, ROSSMOOR TRIANVE, FOSTER MINI-PARK, KEMPTON MINI-PARK:

1. Trim shrubs bi-weekly during the growing season (April – September); and trim as necessary throughout the year.
2. Pick up paper and debris three (3) times per week.
3. Remove ivy, grass, and weeds from around trees and maintain tree wells up to three feet in diameter.
4. Remove ivy, grass, and weeds to maintain the clean edges of all valve boxes and sprinkler heads.
5. Irrigate using a manual system and monitor irrigation patterns to assure adequate watering of trees, plantings, and ground cover.
6. Regularly inspect irrigation emitters and sprinklers for proper functionality.
7. Repair sprinklers as needed – Rossmoor Community Services District will provide parts.

REPORTS TO THE DISTRICT

1. The Contractor shall immediately report, to the District's Park Superintendent, any condition which is deemed hazardous, or which requires immediate attention.
2. The contractor will provide monthly Q&A to report all activities which are performed by the Contractor which are prescribed on Monthly/Quarterly schedules.

LIQUIDATED DAMAGES

One hundred dollars (\$100) shall be deducted from Contractor's monthly payment for each schedule failure after three warnings regarding such failures. These deductions may be assessed on a per irrigation controller basis or a per event basis, in the sole discretion of the District's Representative.

PRACTICAL SPECIFICATIONS FOR PROFESSIONAL CONTRACT LANDSCAPE MANAGEMENT

I. Scope of Work:

Contractor shall furnish all horticultural supervision, labor, material, equipment, and transportation required to maintain the landscape throughout the contract period, as specified herein.

The scope of our services shall be based exclusively on those items approved and initiated on Page One (1) of our Proposal document.

II. Lawn Care:

A. Mowing and Edging:

Lawns shall be mowed more frequently during the active growing seasons and as needed during other seasons. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety considering the season.

Clippings shall not be caught and removed from the lawn area unless they are lying in swaths which may damage the lawn.

Edges shall be trimmed to maintain a neat appearance.

B. Fertilization:

Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on the type of nitrogen used and the type of turfgrass.

C. Disease Control:

Disease control is maintained through proper fertilization, mowing and water management. If disease problems occur Contractor will use treatments to stop or slow progression of the disease. This program does not include the prevention of disease with weekly or monthly applications of disease control products although such protection is available at substantial additional cost.

Disease caused by infestation of nematodes (microscopic round worms that feed on roots) is not included. Currently, there is no effective nematode control product registered for use on landscapes. Contractor will recommend additional treatments and procedures to minimize damage should nematodes become a problem. These treatments will be provided at additional cost. Nematode control is available for some sports turf locations and will be quoted separately if required.

D. Insect Control:

Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage. These treatments do not include the prevention of fire ant infestation which is available at added cost.

E. Weed Control:

Contractor will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, applications of pre and postemergence weed controls will be applied at times if warranted to control weeds without damaging desirable turf. Recent changes in Federal regulations have resulted in our loss of ability to selectively control some weeds including crabgrass when present in St. Augustine. The only control of these weeds is to treat infested turf with an organic weed control acceptable to the District. These treatments require the resodding which will be quoted at additional charge.

III. Ground Cover Area/Shrub Areas:

A. Edging:

Edge ground cover as needed to keep within bounds and away from obstacles.

B. Pruning:

Shrubs shall be pruned only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth, or winterkill.

C. Watering:

Keep beds reasonably free of broadleaf or grass weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides.

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problems.

D. Fertilization:

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

E. Fungicide:

Apply recommended, legally approved fungicides to control disease-causing damage to ornamental if warranted.

F. Pesticide:

Apply recommended, legally approved pesticides to control insects causing damage to ornamentals if warranted.

G. Control of Imported Pests:

Certain locations in the United States have a record of accidental introduction of pests from other countries. These imported pests can be very damaging and difficult or impossible to control with available products. Where such pests become a problem Contractor will recommend the most cost-effective alternatives for pest mitigation. Such recommendations may include plant replacement or intensified treatment schedules that may require additional cost to the customer.

IV. Tree Care:

A. Pruning:

Height limitation for tree pruning covered in the specification is 15 feet. On trees over 15 feet in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised. Trees under 15 feet are scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary. Evergreen trees under 15 feet shall be thinned out and shaped only if necessary to minimize wind and storm damage.

B. Staking:

Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client.

V. Mulched Areas/Granite Areas:

Mulched or decomposed granite areas will be inspected on our days of service. Weeds and grasses shall be controlled with recommended, legally approved herbicides only if necessary. In those areas with excessive mulch build up alternatives will be discussed with the client.

VI. Irrigation System:

Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. In some circumstances, water scheduling may be limited by local watering restrictions.

Where practical, watering shall be done at night or early morning if the system is automatic, unless notified otherwise by the owner.

Any damages to the irrigation system caused by the Contractor while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period.

Faulty equipment, vandalism or accidental damage caused by others shall be reported promptly to the owner. Cost of labor and material to perform repair is an extra and shall be paid for by the owner upon authorization.

Whenever possible the owner's representative shall be instructed on how to turn off the system in case of emergency. Our office is to be advised at once or by the next business day.

If the Contractor is required to make emergency repairs or adjustments other than regularly scheduled visits, a minimum charge will apply.

VII. **Debris Cleanup:**

All landscape areas shall be inspected on days of service and excess debris removed. Gardening debris, generated from our work, shall be removed from paved areas on days of service. This excludes leaf fall pickup from parking areas, sidewalks, pools, etc.

VIII. **Bio-Hazards:**

Contractor shall not be responsible for policing, picking up, removing, or disposing of certain materials that may be biohazards on the Owner/Client's property. This includes, but is not limited to, items such as hypodermic needles (sharp needles) which will not be handled by the Contractor's employees at any time, condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. The contractor shall only be obliged to report/communicate any observations of potential biohazards to the Owner/Client for their appropriate removal by others, unless previously arranged by the Owner/Client and Contractor.

5. **VENDOR QUESTIONNAIRE**

5.1 Have you read and agreed to all Terms and Conditions?*

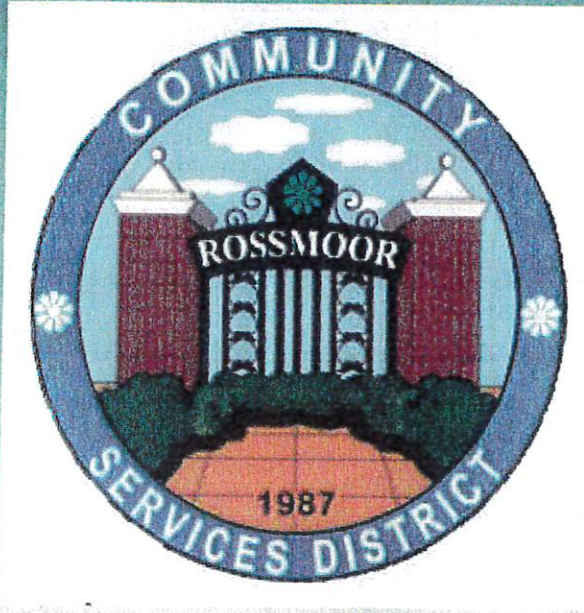
Yes

No

*Response required

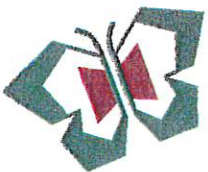
Published: January 2, 2024

Landscape Maintenance Sealed Fee Proposal



Sealed Fee Proposal, Request for Proposal,
Professional Landscape and Lawn Care Services

Friday, February 2, 2024 4 PM



M A R I P O S A
L A N D S C A P E S I N C

M A R I P O S A L A N D S C A P E S I N C

February 2, 2024

Sealed Fee Proposal

Sites	Turf Maint.	Planters Maint.	Routine Maint.	Monthly (2024 - 2025)	Annually (2024-2025)
Rossmoor Park	\$2,223.23	\$79.51	\$1,112.97	\$3,415.71	\$40,988.52
Rush Park	\$2,273.46	\$254.60	\$1,154.47	\$3,682.53	\$44,190.36
Kempton Mini Park	\$0.00	\$317.93	\$30.00	\$347.93	\$4,175.16
Foster Mini Park	\$0.00	\$97.92	\$9.24	\$107.16	\$1,285.92
Rossmoor Triangle	\$0.00	\$198.78	\$18.76	\$217.54	\$2,610.48
Rossmoor Way Median	\$0.00	\$470.79	\$44.42	\$515.21	\$6,182.52
Montecito Center	\$25.29	\$180.09	\$29.57	\$234.95	\$2,819.40
Total				\$8,521.03	\$102,252.36

Extra Hourly Rate	Hourly
Foreperson	\$ 60.00
Labor	\$ 46.25
Irrigation Technician	\$ 70.00



TEL 800 • 794 • 9458 • FAX 626 • 960 • 8477 • www.mariposa-ca.com
 6232 SANTOS DIAZ ST., IRVINDALE, CA 91702 • CA CONTRACTOR'S LIC # 592268 A, C-27, D-49, C-61, C-31

Our Core Values - Safety • Teamwork • Quality • Integrity



LandCare
Commercial Landscape
Management Proposal

Prepared for:

Rossmoor Community

LandCare Commercial Landscape Management Proposal: Rossmoor Community

Thank you for allowing LandCare to submit our proposal for landscape management services at Rossmoor. We are excited by the prospect of forging a partnership with you.

Based on our conversations, our proposal addresses basic maintenance of Rossmoor Community District. Which include the following (Rossmoor Park, Rush Park, Montecito Center, Kempton Park, Foster Park, Rossmoor Way Median and The "Triangle". It also includes information on how we intend to drive consistency and/or improvement on your property through transparent and proactive communication.

Enclosed for your review are the following pages:

- The LandCare Difference
- Landscape Quality Audit (LQA)
- Landscape Design Capabilities
- Safety Protocols
- Local References
- Estimate

Thank you again for your consideration of LandCare. I'm happy to answer any questions that you may have about our proposal.

Sincerely,

Briana Marie Lashmet
Account Manager
949.383.7875 – Briana.Lashmet@landcare.com



Seasonal Color Design & Installation

The LandCare Difference

LandCare Commercial Landscape Management Proposal

Landscape Quality Audits (LQAs)

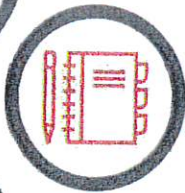
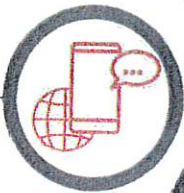
Regular LQAs provide clear and consistent communication on work performed and what we've noticed on your property.

Cloud-based Management Tools

Managers can check on jobsite progress and address any issues in real time.

In-house Design Experts

Our experienced designers will provide recommendations for your property and will work with you to bring your ideas to life - at no extra cost!



Trucks & Equipment

We're always upgrading our equipment and fleet to industry-leading standards.

Mentoring & Professional Development

The best and brightest landscape professionals will care for your property.

Hiring Practices

Every LandCare team member is e-verified and background checked to ensure the safety and security of you and your guests.



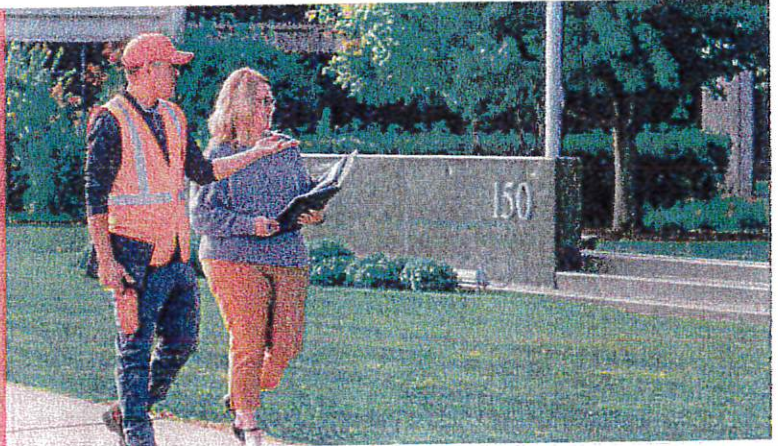
Planter Maintenance

Landscape Quality Audit (LQA)

We believe in the power of constant improvement. That's why we created the Landscape Quality Audit (LQA): a cloud-based, visual report that details exactly what we're doing to improve your landscape, from plant health to curb appeal.

We perform LQAs on a regular basis to provide you with transparent, up-to-date information about our work. In addition, we provide recommendations to enhance your property through:

- Reduction of Risk & Liability
- Cost Savings
- Upgraded Aesthetics



We will communicate the results of our audits directly to you, along with proposals for any out-of-scope repair items or other recommendations identified during our walk-through.

What to Expect from your LQA

Property Name: ABC Corporate Center
 Audit Address: 123 Smith Lane, Suite 100
 Date: January 1, 2018

Spotlight Areas
 The overall impression, when auditing the property quality, was excellent. We recognized a few maintenance items to be covered below. It appears the turf quality and mowing frequency is keeping the turf green. The flowers looked exceptional following the irrigation and fertilization.

Maintenance Items
 There were a few additional items that, based on what we brought to the attention of the client, will be starting to see a bit of wear. We give our clients a list of items to watch for and a list of items to watch for.

LandCare

Property Name: Bayfield Main Campus
 Property Address: 5799 Westview Dr.
 City/State, Zip: Indianapolis, IN 46278
 Project Manager: Nancy Paine
 Property Phone: 317-612-0476

Inspection Report

LandCare proposes to provide the necessary labor and material to make the following irrigation repairs and/or adjustments during the time period on April 15, 2018:

Zone 01	Replace broken head	\$ 200.00
Zone 02	Change "H" pipe to "M" pipe	\$ 300.00
Zone 03	Repair broken valve	\$ 200.00
Zone 04	Replace broken valve and clean up	\$ 200.00
Zone 05	Replace broken valve and clean up	\$ 200.00
Zone 06	Replace broken valve and clean up	\$ 200.00
Zone 07	Replace broken valve and clean up	\$ 200.00
Zone 08	Replace broken valve and clean up	\$ 200.00
	Total Quote	\$1,600.00
	Total Time and Material	

Customer agrees to pay upon completion of the proposed work being completed.

Submitted: _____ Approved: _____

David Smith, Account Manager

LandCare

Property Name: Bayfield Main Campus
 Property Address: 5799 Westview Dr.
 City/State, Zip: Indianapolis, IN 46278
 Project Manager: Nancy Paine
 Property Phone: 317-612-0476

Inspection Report

LandCare proposes to provide the necessary labor and material to make the following improvements:

Install the following items for each zone:	
6" x 6" Precast Concrete (6" x 6" x 24")	\$ 300.00
Remove and replace 2,000 sq. ft. of concrete from zone 1 to zone 2	\$ 400.00
10' Square grade of 2" x 12" concrete	\$ 800.00
Total Quote	\$1,500.00

It is noted that the necessary permits and labor for the additional watering will be included in the quote.

Customer agrees to pay upon completion of the proposed work being completed.

Submitted: _____ Approved: _____

David Smith, Account Manager

LandCare

Landscape Design Capabilities

Whether you're addressing budget cuts, watering restrictions or updating a mature property, our in-house design services group will help you create a meaningful environment.

LANDSCAPE DESIGN

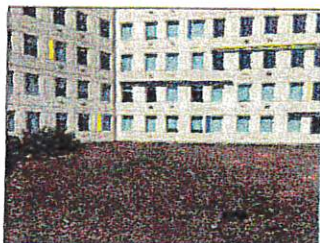


- Licensed Landscape Architects and Designers
- Attractive and Maintenance-efficient Solutions
- Design and Enhancements
- Budget-friendly Updates to Curb Appeal

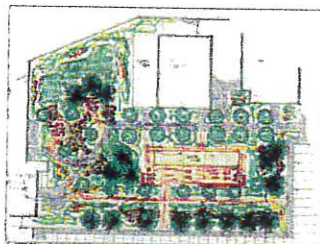


Our Design Team goes beyond aesthetics, to consider the maintenance costs and long-term growth potential of your landscape investment. Our professional installation services protect your investment by ensuring the integrity of the design and health of the plant material.

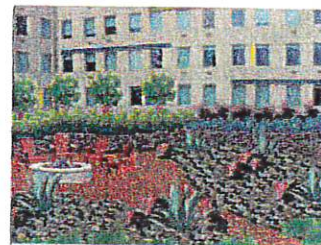
THE PROCESS



Pre-Installation



Free-Hand Rendering



Conceptual Digital Rendering



Completed Installation

Safety Protocols

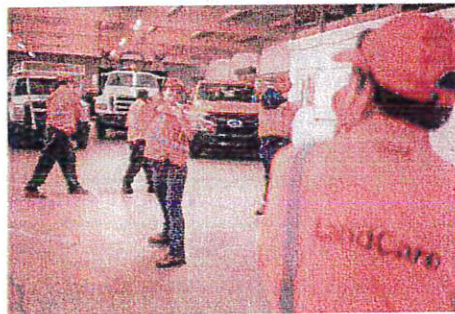
LandCare Commercial Landscape Management Proposal

When it comes to our teams and the communities that we maintain, safety is our number one priority.



Standard Safety Procedures

We reinforce safety protocols with our team members, whether it be through early morning stretch & flex, or through weekly safety discussions. Our focus is on keeping our teams and visitors at the properties we maintain safe.



COVID Policies

We continue to update our teams on a frequent basis to ensure that they are well informed and trained on the latest LandCare and CDC protocols, for both their safety and the safety of our customers.



Local & Accessible: Properties We Maintain

LandCare Commercial Landscape Management Proposal



AERO Long Beach

3780 Kilroy Way, Long Beach, CA
Edward Kim, Property Manager
ekim@kilroyrealty.com

Services:

- Landscape maintenance, Irrigation and install services

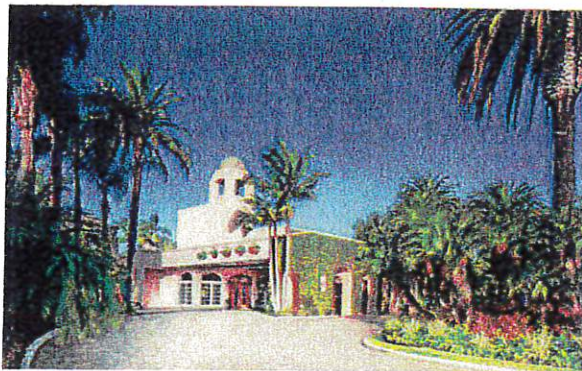


The Press

1375 Sunflower Ave, Cost Mesa, CA
David Cookmeyer, Property Manager
Dcookmeyer@stelwavellc.com

Services:

- Landscape maintenance, Irrigation and install services



Hyatt Newport Beach

1107 Jamboree Rd, Newport Beach, CA
Tom Horan, Facilities Manager
Tom.horan@hyatt.com

Services:

- Landscape maintenance, Irrigation and install services



Irvine Ranch Water District

15600 Sand Canyon, Irvine, CA
Victor Zamora
Zamora@irwd.com

Services:

- Landscape maintenance, Irrigation and install services

Estimate

LandCare Commercial Landscape Management Proposal

Contractor: **LandCare**

Contact: **Briana Lashmet** E: Briana.lashmet@LandCare.com Ph: **949.383.7875**

Following is the monthly and annual estimate to maintain Rossmoor. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to RCSD in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.

Rossmoor	
Maintenance	
<i>Monthly Cost</i>	<i>Annual Cost</i>
\$6,665	\$79,980



Thank You

LandCare – Orange County North
13917 Stage Rd.
Santa Fe Springs, CA 90670
www.landcare.com

INCLUDE PROPERTY PHOTO

LANDSCAPE MANAGEMENT AGREEMENT

THIS AGREEMENT is entered into **February 21, 2024**, by and between LandCare USA, LLC, located at 5151 Shoreham Pl. Suite 140, San Diego, CA 92122, hereafter referred to as the "Contractor", and , the Owner or designated Owner's Representative, hereinafter referred to as "Owner".

The parties wish to enter into an agreement to define the terms and conditions under which Contractor will provide landscape maintenance services to Owner.

The parties hereby agree as follows:

- 1) **Services.** The Contractor agrees to perform the landscape management services noted on the "Landscape Management Annual Schedule" in accordance with the "Specifications" both of which are attached to and incorporated into this Agreement, for the property of the Owner, located at **Rossmore Community , 3001 Blume Drive , Rossmoor, CA 90720**, (hereinafter referred to as the "Property").
- 2) **Start Date.** This Agreement shall commence on **April 01, 2024**, and shall renew for one (1) additional year subject to price adjustments (paragraph 3.C. below) on the anniversary date of the Agreement unless terminated by either party by providing thirty (30) days written notice prior to the end of the then current term.
- 3) **Consideration/Payment/Price Adjustments.**
 - A. In consideration for the Contractor's performance for services described in the "Landscape Management Annual Schedule", Owner agrees to pay Contractor a monthly amount of \$6,666.44 which is equal to \$79,997.24 annually, plus applicable sales tax, if any, as imposed by any governing agency at the rate then in effect.
 - B. Invoices will be sent on or about the 1st day of each month for current month's services and payment shall be due upon receipt. A late charge of 1.5% per month shall be charged on all amounts 30 days past due and a \$20.00 fee will apply to any returned check.
 - C. Approximately sixty (60) days prior to each annual renewal, Contractor may send Owner notification of renewal and a price adjustment. If the Owner does not object in writing within 30 days of the date of the notification of price adjustment, then the renewal of this Agreement shall include the price adjustment. If the Owner objects to the notification of price adjustment in writing within 30 days of the date of notice then Contractor has the option to either (i) renew the Agreement without the price adjustment or (ii) terminate the Agreement.
- 4) **Additional Services.** Services performed and/or materials delivered, which are not specifically described herein, or changes in the size or physical condition of the Property will be deemed 'Additional Services'. Additional services will be billed separately and all payments are due upon receipt. The performance of, and the payment for Additional Services are subject to all the terms and conditions of this Agreement.
- 5) **Materials, Supplies, and Equipment.** Contractor will furnish all materials, labor, supplies, and equipment necessary to perform the services specified.
- 6) **Venue and Attorney's Fees.** This Agreement shall be governed by the laws of the State of California with venue in the same county where Contractor's service location is based. In the event of suit or action commenced to enforce the terms of the Agreement, the prevailing party shall be entitled to reimbursement of its reasonable expenses, attorney's fees and costs, including appeals.
- 7) **Minor Repairs.** Contractor is authorized to perform up to \$200.00 worth of repairs not covered by this Agreement without prior approval of Owner.





Landscape Management Agreement

- 8) **Liability.** Contractor is an independent contractor and the Owner assumes no liability for injury to the Contractor or the Contractor's agents or employees, unless such injury is caused by the Owner, the Owner's agents, servants, or employees. It is further understood that the Contractor is not liable for any damage of any kind whatsoever that is not caused by the Contractor, its agents, or employees and Contractor shall not be responsible for any damages other than direct damages. This exclusion includes, without limitation, incidental, consequential, special and punitive damages.
- 9) **Insurance.** Contractor agrees to carry worker's compensation, comprehensive general liability, and automobile insurance in an amount not less than \$1,000,000 in the aggregate.
- 10) **Notification of Deficient Work.** If Owner believes Contractor is providing deficient work, Owner agrees to notify Contractor of deficiencies, in writing, within 10 days of said occurrence. If written notice is not received by Contractor within 10 days Owner knew or should have known of the deficiencies, Owner is deemed to have waived any and all claims to recover past payments and/or rights to withhold present or future payments due under this Agreement. Upon a notification of deficient work, Contractor agrees to rectify such deficiencies within 14 days to the extent commercially reasonable. If the Contractor corrects the deficiencies in accordance with the schedule, it shall not forfeit any amounts due under this Agreement.
- 11) **Early Termination.** Either party may terminate this Agreement by giving 30 days written notice to the other party. Contractor may also immediately cease performance or terminate this Agreement if Owner refuses or fails to pay Contractor according to the terms of this Agreement.
- 12) **Assignment.** Neither party may assign this Agreement without the other's written consent and then only after thirty (30) days prior written notice. Should Owner assign this Agreement to a new Owner or entity, Contractor may require (i) approval of the credit worthiness of the new Owner and (ii) written assumption by the new Owner of all terms of this Agreement. Contractor may subcontract any portion of this Agreement to a qualified third party.
- 13) **Notices.** Notice to Contractor shall be sufficient if made or addressed to 13917 Stage Rd Santa Fe Springs, CA 90670 and to Owner at the principal place of business stated herein.
- 14) **Complete Agreement.** This Agreement constitutes the entire Agreement of the parties. Both parties have read this Agreement and fully understand its contents.

LANDCARE USA, LLC

Owner

By: _____
 Name: Bree Lashmet
 Title: Account Manager
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

This Agreement is valid only if accepted and executed by the Customer and/or Property Owner within thirty (30) days of the date first submitted or, if later than thirty (30) days, revalidated by Contractor.

LANDSCAPE MANAGEMENT ANNUAL SCHEDULE

SERVICES

- Maintenance Visit
- Irrigation Checks
- Turf Application - March
- Turf Application - June
- Turf Application - Sept
- Turf Application - December
- Tree Pruning
- Spring Flowers - Mar
- Early Fall Flowers - Sep
- Summer Flowers - Jun
- Winter Flowers - Dec

SUBTOTAL	\$79,997.24
SALES TAX	\$0.00
TOTAL	\$79,997.24



Landscape Management Agreement

PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
April	\$6,666.00	\$0.00	\$6,666.00
May	\$6,666.00	\$0.00	\$6,666.00
June	\$6,666.00	\$0.00	\$6,666.00
July	\$6,666.00	\$0.00	\$6,666.00
August	\$6,666.00	\$0.00	\$6,666.00
September	\$6,666.00	\$0.00	\$6,666.00
October	\$6,666.00	\$0.00	\$6,666.00
November	\$6,666.00	\$0.00	\$6,666.00
December	\$6,666.00	\$0.00	\$6,666.00
January	\$6,666.00	\$0.00	\$6,666.00
February	\$6,666.00	\$0.00	\$6,666.00
March	\$6,666.00	\$0.00	\$6,666.00
<hr/>			
	\$79,992.00	\$0.00	\$79,992.00

LandCare Branch Information

Account Manager: Bree Lashmet
Email Address: briana.lashmet@landcare.com
Primary Phone: _____

Customer Information

Primary Contact: Joe Mendoza
Primary Phone: _____
Primary Email: jmendoza@rossmoor-csd.org

Billing Contact: _____
Billing Phone: _____
Billing Email: _____



Landscape Management Agreement

SPECIFICATIONS

1.0 Turf Management

A. Lawn Mowing

- i. For all turf areas, Contractor will inspect and police the grounds for litter and debris prior to each mowing and dispose of it.
- ii. Turf will be mowed one time per week during active growing periods, and as often as required during slow periods of growth to maintain a neat and manicured appearance, weather permitting.
- iii. Mowing height for all irrigated lawn areas will be in accordance with best horticultural practices for a finished cut height (typically, for most species, no less than 1½" and no more than 2½") unless otherwise requested. Turf will be cut at a uniform height. Mowing equipment will be kept sufficiently sharp and properly adjusted through daily servicing to provide a cleanly cut grass blade. Grass blade bruising, tearing, and shredding are to be prevented. Mowing pattern will be varied where possible to reduce rutting and compaction of grade. Any excess clippings will be dispersed and/or collected to prevent damage and unsightly appearance of lawns.

B. Edging & String Trimming

- i. All sidewalks curb lines, concrete slabs, tree circles, and bed edges will be edged as often as necessary to maintain a neat and manicured appearance. String trimming will be performed around all trees, shrubs road signs, guard posts, utility poles, and other obstacles.

C. Cleaning of Walks

- i. At the conclusion of each visit, walks adjacent to work areas will be blown clean.

2.0 Shrub & Bed Maintenance

A. Policing & Grooming

- i. Landscaped areas will be patrolled throughout the growing season for weeds, litter, and debris. Particular attention will be paid to entryways, focal points, and high traffic areas.
- ii. Planter beds will be groomed to promote an attractive and fresh appearance.

B. Edging & String Trimming

- i. Complete trimming, edging, and weeding of all shrub and ground cover areas will be done on a cyclical basis.

C. Pruning

- i. Major pruning will be done following flowering or during plant's dormant season.
- ii. Shrubbery and hedges will be pruned at established "maintenance" height.
- iii. Groundcover will be pruned as required to "contain" perimeter growth to within bed areas where adjacent to walks, curbs, and structures. Mature groundcover will be maintained at a consistent appearance with a beveled or rolled edge at hard surfaces.





- iv. Shearing of plants will occur only where previous practice has been to shear, or as directed.
- v. Removal of leaves and debris from lawns, planter beds, and walkways will be completed throughout the year as needed to maintain a clean appearance.

3.0 Arbor Care & Pruning

A. Skirting

- i. Trees will be "skirted" as needed to allow for pedestrian and vehicle clearance.
- ii. Lower branches of trees will be removed when in conflict with the growth of plantings beneath.

B. Pruning

- i. Pruning is limited to work that can be contained from the ground.
- ii. On trees that are over 12', only low hanging branches that are considered a hazard to pedestrians or vehicles will be pruned as part of this agreement.
- iii. Trees less than 12' total height will be pruned to remove weak, dead, damaged, and diseased portions of the tree for natural growth development.
- iv. Cuts will be flush and clean, leaving no stubs or tearing of bark. Major pruning will be done following flowering or during plant's dormant season.

C. Staking & Guying

- i. Staked or guyed trees shall be monitored.
- ii. Supports will be removed or loosened when appropriate to prevent girdling of the trunk and encourage root development for support.

4.0 Fertilization

- A. Contractor will provide all labor and materials to fertilize lawn, shrubs, and ground cover to maintain proper nutrient levels and provide a consistent, healthy appearance.
- B. Turf, shrub, and ground cover areas will be fertilized with specially formulated products including well balanced, slow-release fertilizers.
- C. Fertilizer product will be selected based on plant type and season.

5.0 Environmental Weed & Pest Control Program

A. Handling

- i. All applications of herbicides or pesticides will be performed under the direction of a licensed pest control applicator and in accordance with the laws of the state.
- ii. All safety precautions will be taken in the handling and application of chemicals as stated on manufacturer's labels.

B. Weeds

- i. Broadleaf turf weeds will be treated as needed in the spring and fall with applicable materials.



- ii. Weeds in shrub, planter beds, ground cover areas, tree circles, and sidewalk cracks adjacent to landscaped areas will be controlled by a manual weeding program or by the use of selective herbicides, including pre-emergent herbicides.

C. Pests

- i. Planting areas will be monitored for insect and disease infestations. Moles, field mice, ground squirrels, gophers, and other rodent activity will be monitored. Notification of problems and recommendations for timely appropriate, control measures will be made.
- ii. Safety Data Sheets (SDS) for all chemicals used on site will be available from Contractor to clients in accordance with EPA and OSHA regulations.
- iii. Contractor will comply, at all times with requirements for hazardous communications programs. Pest control specialists are trained and supervised in the safe application, storage, and disposal of chemicals in accordance with EPA, OSHA, and DPR regulations.

6.0 Irrigation Equipment & Operation

A. Scheduling

- i. Irrigation controllers will be scheduled to maximize existing system efficiency and will be set for night and/or early mornings unless instructed otherwise by Owner.
- ii. Controller programs will be adjusted as determined by weather and plant requirements and will be shut off during periods of rain.

B. Cleaning and Monitoring

- i. Sprinklers will be cleaned and adjusted to provide the best coverage possible from your existing system.
- ii. Each zone will be turned on and monitor for leaks or malfunctioning parts and adjusted for proper spray arc and maximum system efficiency.

C. Inspection and Repairs

- i. Damage or vandalism caused by others shall be reported to owner promptly.
- ii. Repair and/or replacement of any damaged or malfunctioning components beyond Contractor control will be submitted as an extra.
- iii. Damage caused to the irrigation system by Contractor shall be repaired immediately and at no charge.

7.0 General Conditions

- A. Owner is responsible for all costs associated to water.
- B. Contractor will provide uniformed staff supervised by fully trained Supervisors and Production Managers.
- C. Mobile communications are in use during regular business hours and emergency after-hours communication is available.
- D. Contractor provides all payment of wages, workers' compensation insurance, social security

tax, employment compensation tax, employer's liability insurance, and all other requirements of federal, state, and local government.

- E. Licenses and proof of insurance are available on request. California Contractor License: C-27 License - 1053238
- F. Inspection of site(s) will be made regularly and problems, if found, will be discussed by Contractor with the Owner.
- G. Written, comprehensive inspection reports will be provided, upon request.
- H. Organic debris collected by Contractor is removed from site and recycled and/or composted.

8.0 Work Performed at an Additional Fee

- A. Any work not listed above is considered extra work which will be agreed upon by both parties in advance of work performed and billed separately.
- B. Irrigation repairs and replacements, including but not limited to, irrigation mainlines, valves, controllers, wires, nozzles, lateral lines, and any work under hardscape, all of which will be repaired as an extra charge using time and material rates.
- C. Trimming of trees over 12' in total height.
- D. Treatment for rodents, snails, diseases, or pests on lawns, trees & shrubs, except as specified, or requiring any overhead application.
- E. Any unforeseen pest invasion requiring control above and beyond normal horticultural practices.
- F. Parking lot maintenance (parking lot sweeping, leaf pickup, litter pickup).
- G. Aeration, scalping, or renovation of lawn areas.
- H. Correcting pre-existing conditions such as dead or dying plant material requiring remedial work.
- I. Cleaning and/or repairing from acts of vandalism, natural disorders, or acts of God.
- J. Materials such as mulch or annual or perennial color.
- K. To the extent applicable, the parties agree that services listed on **Addendum A** shall be included as work under the Agreement.





**SOUTHERN
CALIFORNIA**
Tree & Landscape, Inc.

Landscape Maintenance Contract

Corporate Headquarters

939 West 223rd St. Torrance, CA 90502

Office: (310) 212-6028

Fax: (310) 212-6134

Thank you for the opportunity to submit a landscape maintenance proposal for [Organization Name]. After assessing the community and understanding its requirements, we have developed a proposal that we believe is most suitable for the Homeowners Association (HOA) and its residents. Here are four reasons why we think partnering with Southern California Tree & Landscape is the best choice for your community:

1. **On-site inspection:** We have thoroughly inspected the site and have first-hand knowledge about the community's specific needs.
2. **Community familiarity:** By acquainting ourselves with the community, we have gained insights that enable us to provide tailored solutions.
3. **Formulated bid:** We have created a bid that is specifically designed to address the HOA's requirements and offer the best possible value.
4. **Optimal choice:** Southern California Tree and Landscape is the ideal partner because our proposal aligns with the needs of the HOA and its residents, ensuring a mutually beneficial partnership.

Southern California Tree & Landscape prioritizes clear and consistent communication in all aspects of work. We have developed a technology-driven solution to deliver excellent service to our clients. Southern California Tree & Landscape aims to be industry leaders in effective communication, from management and field staff to administrative personnel and emergency response teams.

Our company has a low employee turnover rate of less than 4%. We attribute this to our commitment to creating a positive work environment where our staff feels valued and respected. Consequently, we have a team that consistently delivers high productivity and is motivated to perform their best. As our client, you benefit from partnering with a loyal, skilled, and dedicated team.

We are thankful for the chance to participate in your evaluation process and are eager to demonstrate our unique qualities that distinguish us from our competitors. We appreciate your consideration of Southern California Tree & Landscape.

LANDSCAPE MAINTENANCE PROPOSAL & AGREEMENT

01 / 15 / 2024

ATTN:

Joe Mendoza

562-430-3707 x 103

jmendoza@rossmor-csd.org

Rossmoor Community Service District

3001 Blume Dr

Rossmoor, CA 90720

Proposal for Services

To be performed at: **Rossmoor Community Service District**

**Once A week maintenance service 2 times per week pick up paper & debris. Total of 3
3 times a week.**

Southern California Tree & Landscape, Inc. ("Contractor") proposes to furnish all labor, material, supervision, tools and equipment reasonably necessary to provide a weekly landscape maintenance program for the above property address. The scope of the services to be performed by Contractor under this Agreement is described on the following **Pricing Summary and Startup Plan**, and **Schedule 1 (Services)**.

Pricing Summary and Startup Plan

Name	Price
Landscape Maintenance Program Rossmor Park 3232 Hedwig Road	\$2,100.00 per month
Landscape Maintenance Program Rush Park 3001 Blume Dr	\$2,100.00 Per month

Landscape Maintenance Program Montecito Center 12341 Montecito Road	\$450.00 Per month
Landscape Maintenance Program Kempton Park 3112 Kemton Drive	\$300.00 Per month
Landscape Maintenance Program Foster Park 12590 Foster Road	\$300.00 Per Month
Landscape Maintenance Program Rossmoor Way Median 3461 Rossmoor way	\$300.00 Per month
Landscape Maintenance Program The Triangle 6787 Seal Beach Blvd	\$300.00 Per month

\$5,850.00

All fertilizer, round-up and other landscape chemicals are included in this price.

Any additional work beyond the basic services will be billed as an extra unless otherwise stated.

Contractor will furnish additional landscape services, such as plant materials, flowers, tree pruning (for trees over 12 ft. in height), irrigation repairs and/or replacements, and any other work as requested and authorized by Owner.

*WATSON
02/20/10*

The services will be performed, and this Agreement will be subject to, the following **Terms and Conditions:**

1. Start Date of Services

Contractor's services under this Agreement will begin on the following date:

2. Term of Agreement

This Agreement will remain in effect for a period of one year from the Start Date shown above, provided that Owner or Contractor may terminate this Agreement at any time by giving thirty (30) days advance notice in writing by U.S. mail. At the end of the one year period this Agreement will continue in effect on a month to month basis until such time as either party notifies the other of termination by giving thirty (30) days advance notice in writing by U.S. mail.

3. Payment

Owner will be billed monthly for services at the rates set forth on the previous Pricing Summary and Startup Plan. Payment for monthly bills will be due as set forth in Pricing Summary. If Contractor desires to modify the prices of its services following the one year initial period of this Agreement, it will notify Owner in writing thirty (30) days in advance by sending Owner a new pricing schedule for its services, and such schedule will be deemed accepted by Owner unless Owner notifies Contractor in writing that it wishes to terminate this Agreement.

4. Contractor Responsibilities

During the term of this Agreement, Contractor will have the following responsibilities:

A. Performance of Services

Contractor will render the landscaping services described in Schedule 1 in a timely, competent, and workmanlike manner.

B. Licenses

Contractor will at all times maintain in effect a valid California landscape contractor's license (C27 license), Maintenance Gardener Pest Control Business License, and local business license as required by applicable laws, ordinances, and regulations.

C. Workforce

Contractor's employees will be U.S. citizens or legal residents authorized to work in the United States, will be properly trained to conduct their work activities, and will be uniformed and presentable at all times.

D. Insurance

Contractor will maintain and keep in force a policy of Comprehensive General Liability Insurance covering bodily injury and property damage and insuring Contractor and Owner against liability arising out of Contractor's services under this Agreement. Such insurance will be a combined single limit policy in an amount not less than \$2,000,000. Contractor will also maintain and keep in force Worker's Compensation Insurance covering its employees as required by law. Contractor will provide Owner a certificate of insurance on request.

5. Owner Responsibilities

During the term of this Agreement, Owner will have the following responsibilities:

A. Utilities

All necessary electricity, water, and other utilities will be provided by the Owner at no cost to Contractor.

B. Access to Property; Pets

Owner will furnish access to all parts of the property as required for Contractor to perform the services to be provided under this Agreement, during normal business hours and other reasonable periods of time, and in case of after hours emergencies. Owner will restrain, or keep indoors, dogs and other pets so as not to interfere with, threaten, or interrupt Contractor's employees in the performance of their services.

C. Payment

Owner will review all billings submitted by Contractor and promptly notify Contractor of any incorrect or disputed billing; otherwise, payment will be due fifteen (15) days following the date of the invoice and delinquent if not paid within such time. Contractor reserves the right to terminate this Agreement, by giving seven (7) days written notice to Owner, in the event payment is not timely made.

D. Notice of Problems

Owner will give Contractor written notice of, and a reasonable time to correct any problem or omission relating to Contractor's performance of its services under this Agreement.

6. Responsibility for Certain Hazards, Conditions

Contractor will not be responsible for the following hazards, damages, and conditions: (a) Death or decline of plants due to improper selection, placement, planting, or maintenance before the Start Date of this Agreement; (b) Damage due to improper irrigation components in existence at

the time of the Start Date of this Agreement; (c) Exposed cables/wires or sprinkler components/lines normally found below the surface of the lawn; (d) Damage due to rain, hail, flood, lightning, storm, cold, wind, or other weather event; (e) Disease or damage to lawns or landscape plants caused by excessive irrigation or lack of water due to inoperative irrigation components (provided Contractor timely reported such problem to Owner) or irrigation restrictions imposed by local government or other authority; (f) Damage caused by any item hidden in the landscape and not guarded or clearly marked; and (g) Damage due to vandalism, arson, or theft.

Schedule 1 - Services

1. LAWNS

1. All lawn areas shall be mowed and edged each week, weather permitting.
2. Lawns shall be fertilized no less than four (4) times per year, or more often as required to maintain a healthy, lush growth habit.
3. Re-seeding and top dressing of lawns should ideally be done as soon as bare spots occur; an estimate will be provided for said service upon request.

2. ANNUAL COLOR

1. Those areas designated for flowers will be planted as required to maintain "color spots" on a year round schedule and will be billed as an extra unless otherwise provided in Pricing Summary
2. Flowers will be of types best suited for the various locations and time of year, as recommended by Contractor and approved by the Owner for each area prior to planting.

3. GROUND COVER

1. All ground cover shall be kept free of weeds and debris.
2. Ground cover shall be regularly edged and trimmed along steps, sidewalks, driveways, buildings, etc. No ground cover shall be permitted to grow on shrubs, trees or any other area not designated.
3. Ground cover shall be fertilized in spring and fall with a balanced fertilizer.

4. TREES

1. All trees 12 feet high and under, shrubs, and vines shall be regularly pruned to maintain a neat appearance and promote healthy growth.
2. Trees and shrubs shall be fertilized in the spring and fall with a balanced fertilizer.
3. Existing and/or new required tree supports such as stakes shall be inspected and maintained on a regular basis and removed when no longer needed to support trees.
4. All trees over 12 feet in height shall be professionally pruned by Contractor's tree crew. Contractor shall submit a proposal for tree pruning if requested by Owner.

5. POTTED PLANTS

1. Maintaining plant material in pots will be doing during regular service.
2. A slow release fertilizer will be applied as recommended by manufacturer.

6. IRRIGATION SYSTEM

1. Automatic irrigation shall be accomplished on a scheduled basis with such frequency and quantity as to promote healthy growth. Contractor will adjust automatic controllers based on changes in rainfall and temperature and/or seasons.
2. Sprinkler heads shall be inspected at least monthly and adjusted to provide the best possible coverage and minimize spray on buildings, fences, walkways and driveways.
3. Repairs such as broken risers, pop-ups and shrub bodies shall be repaired as soon as possible after detection. Minor repairs shall be made during regular maintenance time if time permits (charges will still apply).
4. Sprinkler controllers and valves shall be inspected monthly to insure operation. However, Contractor is not responsible for mechanical or electrical failure of valves or controllers. Contractor is also not responsible for pre-existing conditions such as improperly installed irrigation or old systems. Contractor will report any actual or potential problems as soon as discovered.
5. Repairs and/or replacement of automatic irrigation controllers, valves and repair of piping shall be accomplished at extra charge and subject to Owner's prior authorization.
6. Operation of manual irrigation valves, as may be required, shall be accomplished during Contractor's service visit. If additional manual watering is required other arrangements will need to be made as mutually agreed upon.
7. Emergency irrigation shut-offs will be billed at time and material and are subject to additional charges due to overtime/after-hours service.

7. PEST CONTROL

1. All plant material and planting beds shall be inspected for insects and disease and treated to keep landscape pests under acceptable control. Trees are not included. Contractor shall not be responsible for disease or other pre-existing conditions.
2. Any weeds in landscape area including those growing through cracks in cement and asphalt shall be treated immediately with a chemical herbicide.
3. Lawn areas shall be treated as required to eliminate broadleaf weeds, crabgrass and disease.

8. HARDSCAPE AREAS / DEBRIS CONTROL

1. As work in each area is completed, clippings, trimmings and weeds shall be removed. The entire area shall be left in a neat condition at the end of each working day. Any trash and debris generated from Contractor's work will not be dumped on-site unless otherwise agreed.
2. Walkways shall be cleaned of debris. Garages and parking areas are not included unless otherwise stated. Cleanup of unusual debris is extra.

9. HOLIDAYS

1. Contractor observes the following holidays: New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
2. Holidays/days missed due to inclement weather will be made up on subsequent visits.

ACCEPTANCE OF PROPOSAL

OWNER/MANAGER ACCEPTANCE

Owner/Manager has read, understood, and agrees to all the Terms and Conditions of this Proposal and Agreement, including the **Pricing Summary and Startup Plan**, and **Schedule 1 - Services**, and by signing below authorizes Contractor to commence Contractor's services on the "Start Date" specified in Paragraph 1 of the Terms and Conditions.

Accepted By:

Name

Title

Date

BILLING INFORMATION

if different from contact information above

Billing Contact Name

Billing Address

Email Address

Phone Number

Other Notes

Please provide any necessary information for property access (gate/access code # - or N/A)

CONTRACTOR'S ACCEPTANCE

By its signature below Contractor agrees to perform the landscaping services described in this Proposal and Agreement.

Southern California Tree & Landscape, Inc.
CA State Contractors License #C27/D49-919326

Accepted By:

Name

Title

Date



SOUTHERN CALIFORNIA

Tree & Landscape, Inc

CA Contractors License #C27/D49-919326

Certified Arborist #WE-14126A

939 W. 223rd Street, Torrance, CA 90502

Office: (310) 212-6028 | Fax: (310) 212-6134

info@sctreeandlandscape.com | www.SCTreeandLandscape.com



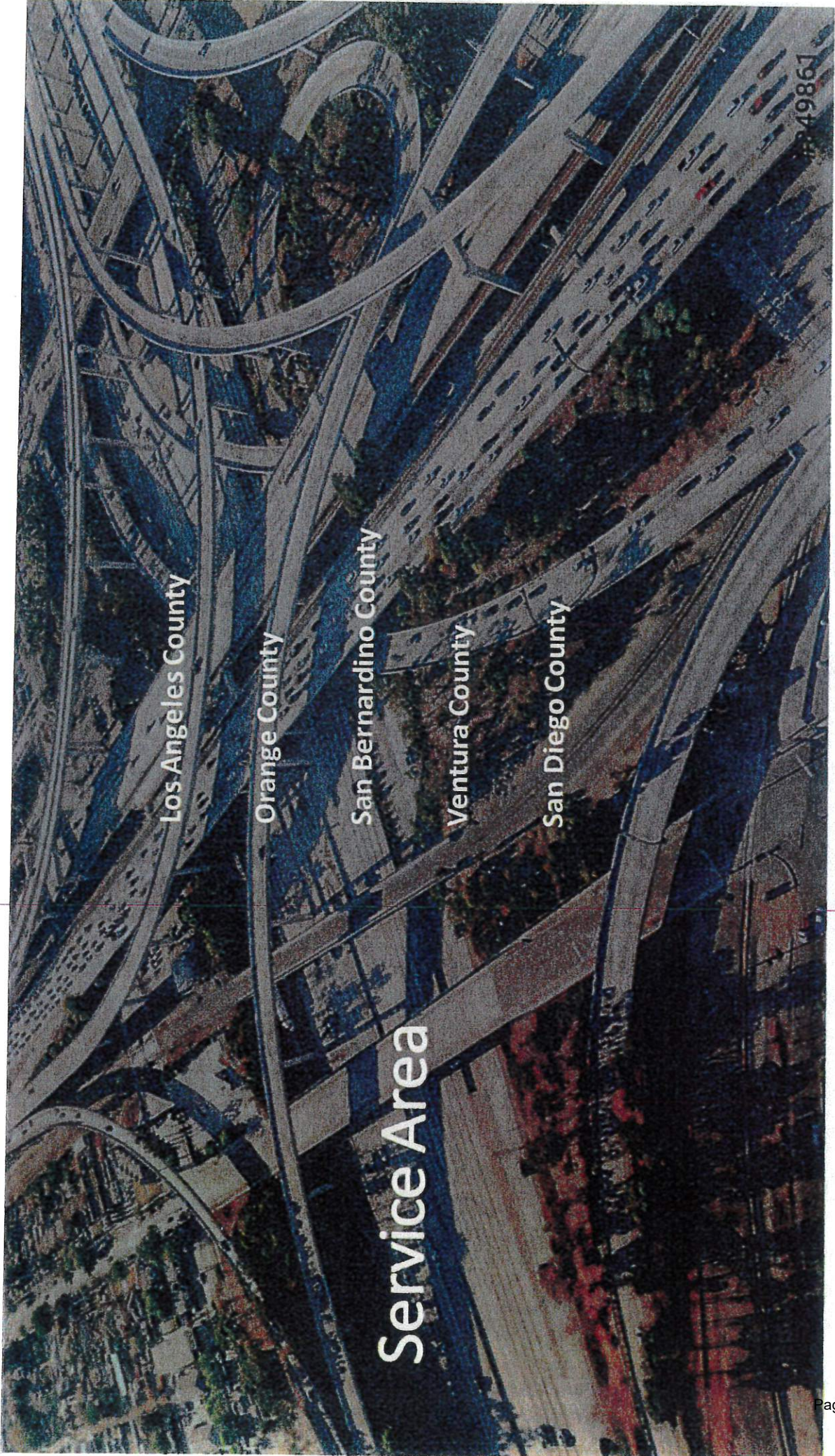
Who We Are

Southern California Tree & Landscape is a full-service tree and landscaping company with a rich history in Southern California. We provide a wide array of services such as landscape design and installation, maintenance, tree service, irrigation solutions, and much more. As a family-owned and operated business, we take pride in providing quality results, a dependable team, and peace of mind to our customers – and always at a fair price.

We've been a staple in the South Bay since 1991, providing excellent work for property owners and managers. Customer satisfaction is our top priority and the central reason for our longevity as a business.

If it has to do with trees or landscaping, we can handle it – simple as that.

We provide the best service, with the most experienced crews, at a competitive price – and we want a chance to add you to our ever-growing list of satisfied customers.



Service Area

Los Angeles County

Orange County

San Bernardino County

Ventura County

San Diego County

49861

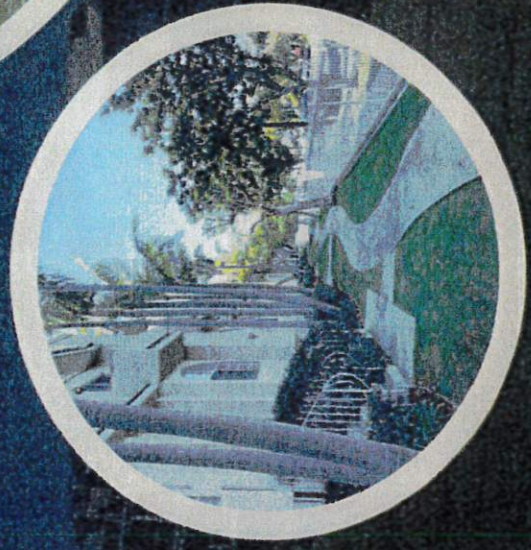
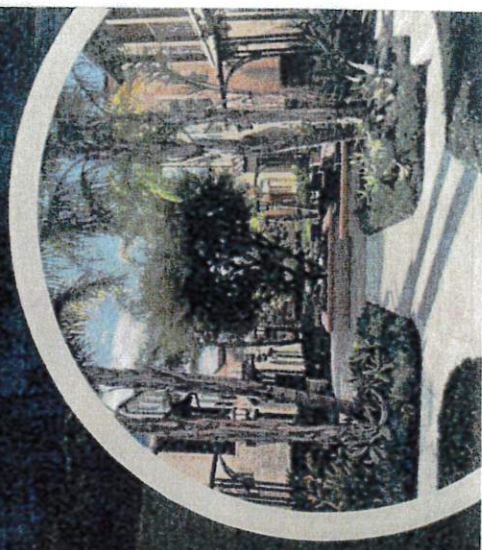
What We Do

- Commercial Maintenance
- Arborist Quality Tree Care & Removals
- Irrigation Installation & Repair
- Landscape Designs
- Landscape Installations
- Other Services: our sister company, Klean-Sweep, provides numerous environmentally friendly exterior maintenance services www.klean-sweep.com



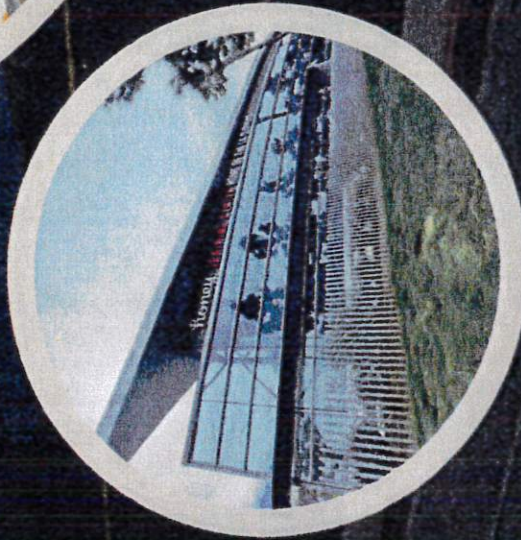
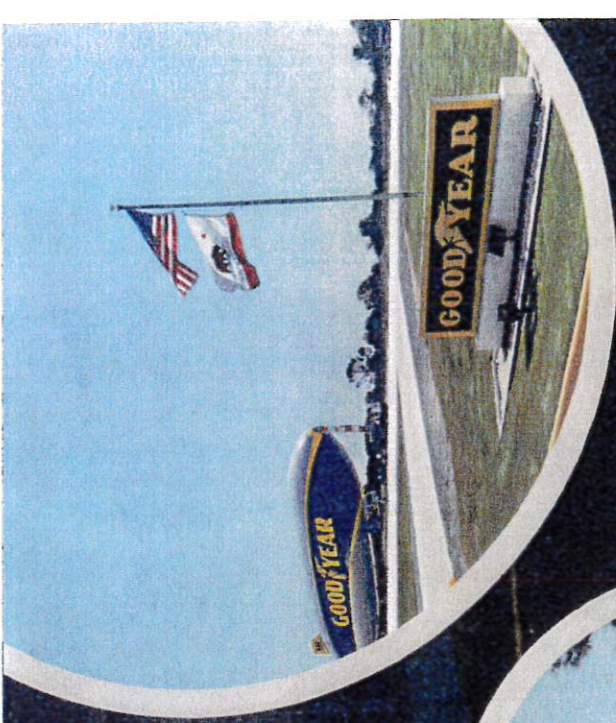
Landscape Maintenance H.O.A. Accounts

- Maria City Club Homeowners Association
Located in Marina Del Rey: 550+ Units
- Agave Community Located in Irvine: 100+
Units
- McComber Homeowners Association
Located in Buena Park: 95+ Units
- La Palma Homeowners Association Located
in La Palma: 600+ Units
- Harbor Village Located in Harbor City: 560+
Units



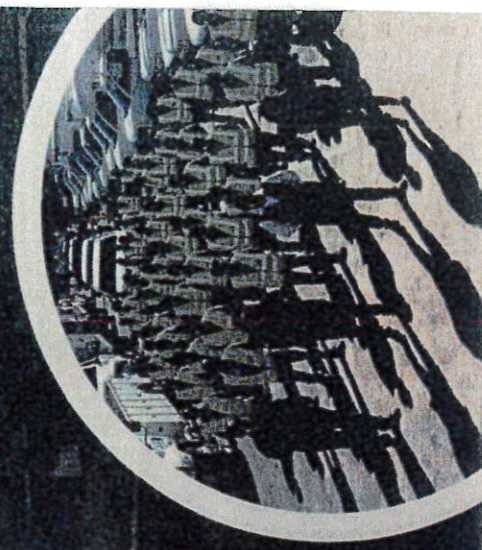
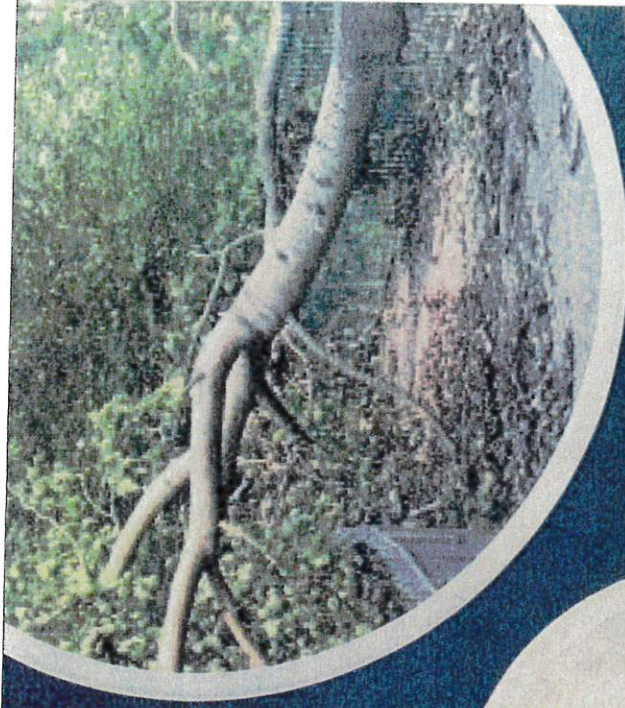
Landscape Maintenance Commercial Accounts

- Goodyear: Located in Gardena
- Marina Del Rey Hotel: Located in Marina Del Rey
- Clippers Honey Well Training Center: Located in Culver City
- GoldenWest Plaza Shopping Center: Located in Huntington Beach
- Olivo at Mission Hills: Located in Mission Hills
- Target Distribution Center: Located In Rialto
- Azuaga Secure Space: Located in San Diego



Benefits:

- Customer Service Staff Monday-Friday from 8:00 am to 4:00 pm
- Emergency Storm Clearance
- 24/7 Emergency Service
- 85+ Full Time Employees
- Well-Maintained Vehicles



PHILANTHROPY

As a family owned and operated business in Torrance, CA for almost thirty years, SCTL has become an integral part of South Bay and greater Los Angeles communities. We believe it's our responsibility to give back, and to continuously work to build up the communities that we care about, and we belong to.

Over the years we have partnered with an array of charities, schools, churches, and local institutions to support their efforts.

See below to learn about some of the groups that we currently donate to.





SOUTHERN CALIFORNIA

Tree & Landscape, Inc

939 W. 223rd Street, Torrance, CA 90502 &
515 N. Curtis Ave, Covina, CA 91723
Office: (310) 212-6028 Fax: (310) 212-6134
info@screeandlandscape.com

References

Paramount Pictures
5555 Melrose Ave.
Los Angeles, CA 90038
Contact: John Sampogna
Phone: 323-956-5175

LAREM Industrial Real Estate Specialists 160 E.
Selandia Ln.
Carson, CA 90746
Contact: Alex Guanche
Phone: 310-719-1585

The Management Trust
12607 Hiddencreek Way, Suite R.
Cerritos, CA 90703
Contact: Josie Rodriguez
Phone: 562-926-3372 X1304

California State University: Office of the Chancellor
401 Golden Shore
Long Beach, CA 90802
Contact: Tony Covarrubias
Phone: 562-951-4058

Universal Site Services
760 E. Capitol Avenue
Milpitas, CA 95035
Contact: Gilbert Rosales
Phone: 818-665-6798

Les Frame Management
1635 Aviation Blvd
Redondo Beach, CA 90278
Contact: Peter Lau
Phone: 310-798-1102

Southern California Tree and Landscape is a proud supporter of A21, an organization dedicated to eradicating human trafficking in our lifetime. A21, which is shorthand for 21st Century Abolitionists, operates in 14 countries on 4 continents and take action by reducing vulnerability, identifying victims, and restoring survivors of human trafficking back into society. www.A21.org





St. Jude Children's Research Hospital®

Finding cures. Saving children.

Southern California Tree & Landscape proudly supports St. Jude Children's Research Hospital.

Their mission is to advance cures, and means of prevention, for pediatric catastrophic diseases through research and treatment, and to never deny treatment to a patient based on ability to pay.

More than 75% of St. Jude's funding comes from private donors, allowing families to never receive a bill for treatment, travel, housing, or food.

www.stjude.org

OUR CREDENTIALS



DEPARTMENT OF CONSUMER AFFAIRS
CONTRACTORS
STATE LICENSE BOARD



	GREENFIELD	GREENTECH	BRIGHTVIEW
PROPOSAL REQUIREMENT			
A. COVER LETTER - Provide a cover letter and introduction, including the name and address of the organization and individual submitting the proposal, together with the name, address, telephone and fax numbers, and e-mail address of the contact person who will be authorized to represent the organization, and an expression of the Proposer's ability and desire to meet the requirements of this RFP. The letter must be signed by an individual authorized to bind the firm contractually.	X	X	X
B. PROPOSER STATEMENT OF QUALIFICATIONS. Describe the Proposer's resources, experience, and capabilities as they relate to providing the Services. Submit in the order identified below:			
1. Executive Summary - An executive summary should briefly describe the Proposer's qualifications and ability to perform the Services.		X	X
2. Qualifications and Experience. The proposal should:			
a. Provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in the RFP.	X	X	X
b. Any key staff members who would be involved in the performance of the scope of work. Provide their resumes, describe their experience, and identify their proposed role for the project.	X		X
c. State the number of years the firm has conducted business.			X
d. Provide a description of the three most relevant contracts held within the last five years.		X	X
3. Evidence of California Licensing. The proposal should include appropriate documentation showing the Proposer is properly licensed in the State of California to perform the services requested in the scope of work.		X	X
4. References. The proposer shall provide a minimum of four (4) client references, preferably city, county, homeowner's association or special district governments for whom the Proposer has previously provided services of similar type and scope within the last 5 years.	X	X	X
5. Subcontractors. The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function, if known at this time.	N/A	N/A	N/A
C. PROPOSED METHOD TO ACCOMPLISH THE WORK. Describe the technical and management approach to providing the Services to RCSD. Proposer should consider the scope of the Project, goals of RCSD, and general functions required. Include a draft schedule of tasks, milestones, and deliverables that will provide for timely provision of the Project. In reviewing the scope of work, the Proposer may identify additional necessary tasks and is invited to bring these to RCSD's attention within the discussion of its proposed method to accomplish the Project.	X	X	X
D. CERTIFICATION OF PROPOSAL. This section shall state: "The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to RCSD in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP."		X	X
Sealed Fee Proposal. Please provide a lump sum, not-to-exceed fee proposal for the Project. The fee proposal shall be broken down by task and further broke down by staff, subconsultant costs, and expenses for each task. The fee proposal shall include hourly rates for all personnel by month and annually.	X	X	X
PROPOSED MONTHLY FEE	\$17,636.00	\$16,315.00	\$11,223.00
PROPOSED ANNUAL FEE	\$211,632.00	\$195,780.00	\$134,676.00

PROPOSAL REQUIREMENT	MARIPOSA	LANDCARE	SOUTHERN CALIFORNIA TREE AND LANDSCAPING
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A. COVER LETTER - Provide a cover letter and introduction, including the name and address of the organization and individual submitting the proposal, together with the name, address, telephone and fax numbers, and e-mail address of the contact person who will be authorized to represent the organization, and an expression of the Proposer's ability and desire to meet the requirements of this RFP. The letter must be signed by an individual authorized to bind the firm contractually.	X	X	X
B. PROPOSER STATEMENT OF QUALIFICATIONS. Describe the Proposer's resources, experience, and capabilities as they relate to providing the Services. Submit in the order identified below:			
1. Executive Summary - An executive summary should briefly describe the Proposer's qualifications and ability to perform the Services.	X	X	X
2. Qualifications and Experience. The proposal should:			
a. Provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in the RFP.	X		X
b. Any key staff members who would be involved in the performance of the scope of work. Provide their resumes, describe their experience, and identify their proposed role for the project.	X		
c. State the number of years the firm has conducted business.	X		X
d. Provide a description of the three most relevant contracts held within the last five years.		X	X
3. Evidence of California Licensing. The proposal should include appropriate documentation showing the Proposer is properly licensed in the State of California to perform the services requested in the scope of work.	X		X
4. References. The proposer shall provide a minimum of four (4) client references, preferably city, county, homeowner's association or special district governments for whom the Proposer has previously provided services of similar type and scope within the last 5 years.	X	X	X
5. Subcontractors. The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function, if known at this time.	N/A	N/A	N/A
C. PROPOSED METHOD TO ACCOMPLISH THE WORK. Describe the technical and management approach to providing the Services to RCSD. Proposer should consider the scope of the Project, goals of RCSD, and general functions required. Include a draft schedule of tasks, milestones, and deliverables that will provide for timely provision of the Project. In reviewing the scope of work, the Proposer may identify additional necessary tasks and is invited to bring these to RCSD's attention within the discussion of its proposed method to accomplish the Project.	X		X
D. CERTIFICATION OF PROPOSAL. This section shall state: "The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to RCSD in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP."			
Sealed Fee Proposal. Please provide a lump sum, not-to-exceed fee proposal for the Project. The fee proposal shall be broken down by task and further broke down by staff, subconsultant costs, and expenses for each task. The fee proposal shall include hourly rates for all personnel by month and annually.	X	X	X

PROPOSED MONTHLY FEE	\$8,521.00	\$6,665.00	\$5,850.00
PROPOSED ANNUAL FEE	\$102,252.00	\$79,980.00	\$70,200.00

RCSD LANDSCAPING AND LAWN CARE MAINTENANCE PROPOSAL SCORECARD

	GREENFIELD	GREENTECH	BRIGHTVIEW	MARIPOSA	LANDCARE	SO CAL TREE AND LAND-SCAPING
EVALUATION CRITERIA SCALE OF 1-10 (10 being best)						
UNDERSTANDING OF PROJECT AND PROJECT APPROACH	6	6	8	9	3	7
SCOPE OF WORK AND SCHEDULE	8	3	8	9	3	7
RELEVANT QUALIFICATIONS/EXPERIENCE	1	8	8	9	3	7
OVERALL QUALITY OF PROPOSAL	4	6	8	10	3	7
COST EVALUATION	3	4	4	5	7	8
SCORECARD TOTAL	22	27	36	42	19	36
PROPOSAL AMOUNT						
MONTHLY	\$17,636	\$16,315	\$11,223	\$8,521	\$6,665	\$5,850
ANNUALLY	\$211,632	\$195,780	\$134,676	\$102,252	\$79,980	\$70,200

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-2

Date: February 29, 2024

To: Personnel and Contract Administration Committee
Tony DeMarco, Chair
Michael Maynard

From: General Manager Joe Mendoza

Subject: DISCUSSION REGARDING CONTRACT RENEWAL FOR CITY OF BREA/IT.

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee review and recommend a new contract with Brea/IT Solutions (Brea/IT) to maintain the District's computer system and equipment. Staff is recommending a new three-year contract.

BACKGROUND

Under the current terms of our IT service agreement, Brea/IT Solutions (Brea/IT) provides Rossmoor Community Services District (RCSD) with remote support at a flat monthly rate fee of \$1,905, (\$22,860 annually), which includes unlimited remote support plus (5) hours of dedicated on-site support per month as needed (during normal Brea work hours). Additional onsite hours, if needed, are provided at an hourly rate of \$120.50. Unscheduled after hours and emergency support are provided at the emergency call out rate of \$130.50.

Brea/IT is a full-service organization with a staff of 24 individuals whose breadth and depth of experience provides a valuable resource for whatever needs should arise. Moreover, their response rate for emergency service is superior.

Brea/IT has provided outstanding service and availability to RCSD. Brea/IT staff are well versed in City, County and Special District technology instruction. Brea/IT has also maintained our cyber security platform as well as troubleshooting and maintenance on day-to-day operations.

INFORMATION

The City of Brea/IT is requesting a new three-year contract which includes amended compensations to account for a 5% increase in fees, totaling \$2,000.25 monthly/\$24,003 annually, to become effective July 1, 2024. The attached contract has been reviewed and approved by RCSD's counsel. Staff has surveyed other agencies and special districts and has determined that Brea's rate is reasonable and within budget.

ATTACHMENTS

1. Extension Letter of Request
2. Draft Three-Year Contract Service Agreement for Information Technology Support

February 16, 2024

Joe Mendoza,
General Manager
Rossmoor Community Services District
3021 Blume Drive
Rossmoor, CA 90720

Dear Mr. Mendoza:

Thank you for remaining a valued BreaIT customer for the past Fourteen years. We appreciate your business and look forward continuing our role as your IT support service provider.

The purpose of this letter is to inform you that our rates for the coming fiscal year will be increasing. Effective July 1, the monthly rate for BreaIT support will increase by 5% from \$1,905 to \$2,000.25. Your monthly service will continue to include 5 hours of onsite support per month. The rate for monthly onsite hours beyond the allotted amount will also be increasing to \$126.50 per hour and the emergency/after-hour support rate will increase to \$136.50 per hour.

Our goal in communicating this information to you early is to allow adequate time for you to plan and make the necessary budgetary adjustments to account for this increase. As always, BreaIT remains committed to meeting the technology needs of our customers while providing exceptional customer service.

If you have any questions or need additional information, please feel free to contact me at 714/990-7263 or e-mail randyh@cityofbrea.net.

Sincerely,



Randy Hornsby
IT Manager

**INFORMATION TECHNOLOGY SUPPORT SERVICES AGREEMENT
2024-2027**

This agreement for information technology support services ("Agreement") is made and entered into this 13th day of May, 2024 by and between the City of Brea, a Municipal Corporation (hereinafter sometimes referred to as "BreaIT" or "Contractor") and Rossmoor Community Services District, a Community Services District, (hereinafter sometimes referred to as "RCSD.").

Recitals

(i) The City of Brea has heretofore established an Information Technology (IT) Division for the purpose of providing IT services, which include support of personal computers (PC), LAN, hardware, software, and general integration ("IT Services"). This Division shall be hereinafter referred to as BreaIT.

(ii) BreaIT has heretofore obtained all the necessary technical staff and equipment, and is experienced in the provision of IT Services.

(iii) On or about May 13, 2014 RCSD and BreaIT entered into that certain Agreement for Information Technology Support Services Contract Service Agreement for Information Technology Support for a term of three years (the "Original Agreement").

(iv) On or about May 13, 2017 the parties entered into that certain Amendment to the Original Agreement for an additional term of three years.

(v) On or about on or about May 12, 2020, and each year thereafter, the parties did timely enter into the Second through Fifth Amendments to the Original Agreement each for one (1) additional year under the same terms as those set forth under the Agreement and as modified therein.

(vi) RCSD desires to utilize BreaIT as an independent contractor under the management and control of Brea's IT Manager, and subject to the terms and conditions set forth in this Agreement for the purpose of providing IT Services to upgrade and maintain RCSD's IT system.

A. Agreement.

NOW, THEREFORE, it is hereby mutually agreed by and between BreaIT and RCSD that as consideration for the following promises, the parties agree as follows:

1. Term. The term of this Agreement shall be three (3) years ending on May 14, 2027 unless extended or earlier terminated, as provided herein. In the event written notice of ninety (90) days is not given by either party, and provided the parties have met and agreed upon terms and compensation rates for extension thereafter, this Agreement shall continue for one-year periods based upon any new terms or fees agreed upon.

2. Compensation. As consideration for the use of Contractor's services, Rossmoor Community Service District shall pay to Contractor a base fee of \$1905.00 per month ("base monthly fee") which shall be payable upon receipt of invoice for said services from Contractor. Effective July 1, 2024, the base monthly fee shall increase by 5% to \$2000.50 per month. Effective July 1, 2025 and July 1, 2026 the base monthly fee and the hourly rates specified in sub-section d), below shall each be increased based on the current Consumer Price Index (CPI). In exchange for the base monthly fee, Contractor will provide Client unlimited remote desktop and network support and, not to exceed five (5) hours per month (as needed) onsite support for the following identified services:

- a) Desktop Support includes setup, maintenance and troubleshooting of all computers. Network Support consists of servers and network infrastructure hardware setup, maintenance and troubleshooting, including coordination with third-party vendors. Contractor will, in its sole reasonable discretion, determine which personnel shall be assigned to task/service requests.
- b) Specialist work for computer issues include hardware and standard software support, as well as simple and routine network maintenance and trouble-shooting. Specialist work is more fully described in the job description attached Proposal hereto as Exhibit A and made a part hereof by reference. Account Manager work is a component of administrating the agreement and scheduling Specialists work. Account Manager work is more fully described in the job description attached Proposal hereto as Exhibit A and made a part hereto by reference.
- c) Telephone support via Contractor's telephone hotline (714-990-7777) is available to Client as a condition of this Agreement during Contractor's standard hours of operations, which are Monday through Thursday, 7:30 a.m. to 5:30 p.m., and alternate Fridays from 8:00 a.m. to 5:00 p.m. (City Hall is closed on alternate Fridays).
- d) Additional Specialist hours, which may be required during Contractor's standard hours of operation, will be billed at a rate of \$120.50 per hour. Emergency call-Out, holidays and off-hours support will be billed at \$130.50 per hour with a two hour minimum. Effective July 1, 2024, these rates shall increase to \$126.50 and 136.50 per hour respectively. Hourly rates are subject to modification annually as may be agreed between the Parties in writing.
- e) Client agrees to pay all undisputed invoice amounts within thirty (30) days of the invoice date. Client agrees to notify Contractor of any disputed invoice amounts within ten (10) days of the invoice date.

3. Contracted Hours. Contractor will provide Client unlimited remote desktop and network support and not to exceed five (5) hours per month (as needed) onsite support for the services identified in paragraph 2., a) through c), above.

4. Independent Contractor. BrealT is an independent contractor and not an employee of RCSD. Neither RCSD nor any of its employees shall have any control over the conduct of BrealT or any of their employees, except as herein set forth. BrealT expressly warrants not to, at any time or in any manner, represent that they or any of their officers, employees or agents, are in any manner officers, employees, or agents of RCSD. It is expressly understood that said BrealT is and shall at all times remain as to RCSD wholly an independent contractor, and that BrealT's obligations to RCSD are solely such as are prescribed by this agreement.

5. Indemnity.

- a) All officers, agents, employees, subcontractors, their agents, officers and employees who are hired by or engaged by BrealT in the performance of this Agreement shall be deemed officers, agents and employees and subcontractors of BrealT, and RCSD shall not be liable or responsible to them for anything whatsoever.
 - b) BrealT agrees to defend and hold harmless RCSD and all of its officers and employees from all claims, damages, costs or expenses in law and in equity, including costs of suit and expenses for legal services, that may at any time allegedly received or suffered by reason of any wrongful or negligent act or omission on the part of BrealT or any of its agents, officers and employees and subcontractors in the performance of this Agreement.
 - c) BrealT shall not be deemed to assume any liability for wrongful or negligent acts of RCSD or its officers, agents, employees and subcontractors, and RCSD shall defend and hold BrealT harmless against any such claims.
 - d) BrealT agrees to defend and hold harmless RCSD from all claims, demands, liability fines and penalties made by BrealT's employees from health, retirement, Workers' Compensation, or any other benefits attributable to services performed pursuant to this Agreement.
 - e) RCSD agrees to indemnify and hold harmless BrealT, the City of Brea, its elected officials, officers, agents, employees and volunteers, as to any and all claims, liability or loss, damage or injury to persons or property, which arise from RCSD's performance of this Agreement.
6. Familiarity with Work. By execution of this agreement, BrealT warrants that:
- a) It has thoroughly investigated and considered the work to be performed.
 - b) It has expertise in the area of information technology.
 - c) It has carefully considered how the work should be performed.
 - d) It fully understands the difficulties and restrictions attending the performance of the work under this Agreement.

7. Exclusions. BreaIT shall not be responsible for providing support for any software that has been obtained illegally, is unlicensed or for which RCSD does not have proper certifications to run on RCSD's IT system.

8. Obligations of RCSD. RCSD shall be responsible for providing the following:

a) RCSD will provide a networked PC on their site on which BreaIT staff can maintain utilities and gain access via modem to necessary support forums. RCSD will maintain not less than one set of original media and manuals on site for all software supported by BreaIT.

b) RCSD acknowledges that the use of the PCs, operating systems and software programs are and shall be subject to the RCSDs exclusive management and control and RCSD shall at all times be solely responsible for assuring their proper use RCSD's officers, officials, employees, agents, consultants, guests or any other third parties.

9. Coordination of Work.

a) Selection of Representatives. The following person is hereby designated as the principal and representative of BreaIT authorized to act in its behalf with respect to the work specified in this Agreement and to make all decisions in connection therewith: Name: Randy Hornsby, Title: IT Supervisor.

b) Contract Representative. The Contract Representative shall be James Ruth, or such other person as designated. It shall be BreaIT's responsibility to assure that the Contract Representative is kept informed of the progress of the performance of the services, and BreaIT shall refer any decision that must be made by RCSD to the Contract Representative. Unless otherwise specified herein, any approval of RCSD required hereunder shall mean the approval of the Contract Representative.

10. Insurance. BreaIT shall procure and maintain insurance for the duration of this Agreement against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by BreaIT, its agents, representatives, or employees. All such insurances shall serve as primary to any insurance coverage carried by RCSD.

a) Minimum Scope of Insurance.

Coverage shall be at least as broad as:

i. Insurance Services Office Commercial General Liability coverage

ii. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

- iii. Workers' Compensation insurance as required by the State of California and employer's liability insurance.

b) Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- i. General Liability: \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate for bodily injury, personal injury and property damage.
- ii. Automobile Liability: \$1,000,000.00 per accident for bodily injury and property damage.
- iii. Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease,

c) Other Requirements

- i. BreaIT shall provide, at RCSD's request, an endorsement establishing that RCSD has been added as an additional insured to the General and Automobile liability insurance policies required under this Agreement. The above policy/policies shall not terminate, nor shall they be canceled, nor the coverage reduced, until after thirty (30) days written notice is given to the RCSD.

11. Governing Law. This Agreement shall be construed and interpreted as to both validity, and performance of the parties, in accordance with the Laws of the State of California.

12. Notices. Any notices required or permitted to be given by the terms of this Agreement, or by any law or statute, may be given by a party by depositing said notice in the U.S. mail, postage prepaid, addressed to the other party at the address of the party's respective City Hall. Service of said notice shall be deemed complete five (5) days after deposit of said notice in the mail.

13. Entire Agreement. This agreement shall constitute the entire agreement between BreaIT and RCSD with respect to matters herein, and the same shall be deemed to supersede any and all other oral or written representations or agreements which may have been made by or entered into between BreaIT and RCSD.

14. Modifications and Agreements. No modification or amendment to this agreement shall be deemed effective unless the same is in writing and executed by BreaIT and RCSD subject to all requirements of law.

15. Execution of Agreement. This agreement may be executed in two (2) counterparts, each of which shall, for all purposes, be deemed an original, and all of which shall constitute one and the same agreement of BreaIT and RCSD.

16. Prohibition Against Transfer or Assignment. RCSD shall not assign or attempt to transfer any rights which it might have which arise from this agreement, without the prior written consent of BreaIT, any action in furtherance of any transfer or assignment.

17. Termination. This Agreement may be terminated with or without cause by either party at any time by providing the other party with ninety (90) days written notice of termination. In the event of such termination, BreaIT shall be compensated for services rendered as of the date of termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first set forth above.

CITY OF BREA

William Gallardo, City Manager

Date: _____

ROSSMOOR COMMUNITY SERVICES DISTRICT

Joe Mendoza
General Manager
Rossmoor Community Services
District

Date: _____

APPROVED AS TO FORM FOR RCSD

Tarquin Preziosi
General Counsel

Date: _____

Exhibit A

Job Description of Technician

Communicate, in an effective way, with non-technical users to resolve their computer problems. Ability to coordinate the resolution of computer systems problems in a multi-vendor situation. Work "off-hours" to implement systems upgrades and maintenance.

Diagnose and resolve PC hardware problems e.g. diagnose and replace a malfunctioning hard drive or any other major component of the PC.

Install, configure printers on PC's and in a simple LAN environment.

Diagnose and resolve basic LAN infrastructure problems e.g. bad network cards, HUB port problems, patch cords.

Diagnose and resolve Windows workstation operating system problems.

Assist end-users with their questions or problems with Microsoft Word, Excel, PowerPoint, Internet Explorer and Outlook.

Perform research and analysis to resolve technical problems with the above named software and hardware systems.

Add users to a Microsoft network operating system and change user's passwords when necessary.

Perform systems backups and maintain backup tape rotations.

Diagnose and resolve advanced LAN problems that may involve network switches, firewalls, routers, DNS servers, DHCP, WINS and TCP/IP.

Perform advanced procedures with the Microsoft network operating system e.g. install and configure PDC/SDC's.

Monitor and tune performance of servers and networking systems.

Test new equipment and software programs to determine compatibility with current equipment and standards. Detect errors and suggest possible improvements and alternatives.

Analyze current computing environment and recommend more efficient processes.

Assist end-users in identifying and evaluating their technology needs, and developing and implementing workable solutions.

Establish, coordinate and implement long-range information systems planning.

Monitor and analyze the efficiency and effectiveness of information systems and recommend changes that will make them better.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-3

Date: February 29, 2024

To: Personnel and Contract Administration Committee
Tony DeMarco, Chair
Michael Maynard

From: General Manager Joe Mendoza

Subject: DISCUSSION REGARDING CONTRACT RENEWAL FOR WEST COAST ARBORIST

RECOMMENDATION

It is recommended that the RCSD Board of Directors direct staff to work with West Coast Arborist (WCA) and Counsel on a new three-year contract that would include the 3.00% maximum CPI outlined in the request for contract renewal.

BACKGROUND

For the past 20 years, West Coast Arborists, Inc. (WCA) has proven to be a reliable contractor, providing RCSD with outstanding customer service and special attention. Pruning, planting, and tree removal work is properly performed following guidelines set forth from the International Society of Arboriculture (ISA) and standards set forth by the American National Standards Institute (ANSI). The online inventory system and application provided by WCA has proved to be an invaluable tool for maintaining the urban forest of Rossmoor. The existing Agreement with WCA is scheduled to expire on June 30, 2024.

In 2021 when Amendment No. 1 to original Agreement was approved, the District had opened the bid process to Bright View Tree Care Services, Inc. That company declined to participate in the bidding. The contract specified that any cost adjustment would be subject to the Consumer Price Index for the Los Angeles-Long Beach-Anaheim region for the previous 12 months (March-March period) beginning July 1, 2023; and that any cost adjustment shall not exceed 3.00%. Tree services include yearly grid trimming, supplemental trimming as needed, tree planting, tree health care as needed and emergency services and/or removals for trees in Rossmoor parks.

FISCAL IMPACT

The current FY 2023-2024 budget for DEPARTMENT 5080 PARKWAY TREES is \$187,430 for contract services. It is proposed that the 3.00% maximum CPI be budgeted for FY 2024-2025 should the one-year extension to the WCA Agreement be granted by the Board of Directors. This would result in an increase of \$5,623 for a total of \$193,053 that will be used in the FY 2024-2025 budget calculations.

RCSD staff has carefully reviewed recently awarded contacts from cities of similar size for price and work comparison and it was determined that the best option would be to 'piggy-back' on the pricing and contract for the City of Los Alamitos. Cooperative Purchasing, based on a recent competitive procurement process by another local city, is also known as 'piggy-backing' and is allowed by the California Public Contract Code.

ATTACHMENTS

1. April 22, 2021 letter from West Coast Arborists, Inc. re: Tree Maintenance Services Agreement
2. January 31, 2024 letter from West Coast Arborists, Inc. re: Cost Adjustment of 3.00%
3. WCA Schedule of Compensation for Year 2024-2025



Tree Care Professionals Serving Communities Who Care About Trees

www.WCAINC.com

April 22, 2021

Rossmoor Community Services District
ATTN: Mary Kingman, District Arborist
 3001 Blume Drive
 Rossmoor, CA 90720

RE: Tree Maintenance Services Agreement

Dear Ms. Kingman,

Over the past several years, West Coast Arborists, Inc. (WCA) and Rossmoor CSD have forged a very productive and cohesive working relationship. Today our common goal remains the same; to preserve the integrity and health of the District's urban forest.

As we near the end of our current contract term on June 30, 2021, we would like to propose a new tree maintenance services contract under a "piggyback" approach on the City of Los Alamitos' current contract. The City of Los Alamitos entered into an agreement with our firm on June 15, 2020.

The rates found under Los Alamitos' contract are competitive among the industry, particularly with grid tree pruning, tree removal, and tree planting. We agree to offer the same unit prices, terms and conditions as Los Alamitos' current contract.

For the new contract we can agree to hold the rates the same for a term of two (2) years ending on June 30, 2023, with the option to extend by mutual written agreement of the District and WCA for a maximum of three (3) one-year contract extensions. Any cost adjustment will be subject to the Consumer Price Index for the Los Angeles-Long Beach-Anaheim region for the previous 12 months (March-March period) beginning July 1, 2023. Any cost adjustment shall not exceed 3.0%.

Attached to this letter are copies of Los Alamitos' RFP, Council Agenda Report and Price Schedule. Please note that Los Alamitos' Agreement contains a Cooperative Purchasing Provision that allows other agencies to piggyback.

We look forward to continuing the strong relationship built between us, and to maintaining quality urban tree care service. Should you have any questions or require additional information, please contact me at (800) 521-3714.

Sincerely,

Victor M. Gonzalez
 Vice President, Business Development

West Coast Arborists, Inc.

2200 E. Via Burton Street • Anaheim, CA 92806 • 714.991.1900 • 800.521.3714 • Fax 714.956.3745



January 31, 2024

ROSSMOOR COMMUNITY DIST
ATTN: MARY KINGMAN
3001 BLUME DRIVE
ROSSMOOR, CA 90720

RE: Tree Maintenance Services performed by WCA, Inc.

Dear Ms. Kingman,

We at West Coast Arborists, Inc. are committed to offering you the quality, integrity, and customer service you expect and deserve from a tree care provider. We would like to take this opportunity to express our gratitude to you and your staff for your commitment to a thriving urban forest. We are approaching the end of the third year of the current agreement and have greatly appreciated your support and business relationship.

At this time, we would like to express our interest to continue our agreement for tree care services for an additional three (3) year term and with an annual cost adjustment of 3.0% to help offset our operating cost increases, particularly in labor, fuel, recycling, and insurance premiums.

Effective Date:	July 01, 2024
Cost Adjustment Request:	3.00% annually
Region Area:	Los Angeles-Long Beach-Anaheim

We greatly appreciate your consideration in this matter through this time of growth and change. It is our goal to continue as your urban forest management and maintenance service provider. Should you have any questions or require additional information, please do not hesitate to email me at vgonzalez@wcainc.com or call me at **(800) 521-3714**.

Sincerely,

Victor M. Gonzalez
Vice President, Business Development

West Coast Arborists, Inc.

2200 E. Via Burton · Anaheim, California 92806 · 714.991.1900 · 800.521.3714 · Fax 714.956.3745

Rossmoor Community District
Proposed Rate Schedule 2024-25 through 2026-27

Tree Maintenance Services provided by West Coast Arborists, Inc.

Item	Description	Unit	Rossmoor	Rossmoor Community District			Los Alamitos
			Current Rates	FY24-25 Proposed Rates	FY25-26 Proposed Rates	FY26-27 Proposed Rates	FY23-24 Unit Rates
1	Grid Prune	Each	\$ 86.50	\$ 89.00	\$ 91.65	\$ 94.40	\$ 86.10
2	Service Request Prune 0-6 DSH	Each	\$ 45.30	\$ 46.65	\$ 48.00	\$ 49.40	\$ 45.10
3	Service Request Prune 7-30 DSH	Each	\$ 86.50	\$ 89.00	\$ 91.65	\$ 94.40	\$ 86.10
4	Service Request Prune 31+ DSH	Each	\$ 153.45	\$ 158.00	\$ 162.75	\$ 167.65	\$ 152.70
5	Palm Prune	Each	\$ 86.50	\$ 89.00	\$ 91.65	\$ 94.40	\$ 86.10
6	Palm Skinning	Each	\$ 20.60	\$ 21.00	\$ 21.65	\$ 22.30	\$ 20.50
7	Clearance Prune	Each	\$ 45.30	\$ 46.65	\$ 48.00	\$ 49.40	\$ 45.10
8	Tree & Stump Removal 0-30 DSH	Dia inch	\$ 41.20	\$ 42.50	\$ 43.75	\$ 45.00	\$ 41.00
9	Tree & Stump Removal 31+ DSH	Dia inch	\$ 51.50	\$ 53.00	\$ 54.50	\$ 56.00	\$ 51.25
10	Tree Only Removal 0-30 DSH	Dia inch	\$ 30.90	\$ 31.85	\$ 32.80	\$ 33.75	\$ 30.75
11	Tree Only Removal 31+ DSH	Dia inch	\$ 41.20	\$ 42.50	\$ 43.75	\$ 45.00	\$ 41.00
12	Stump Only Removal	Dia inch	\$ 20.60	\$ 21.00	\$ 21.65	\$ 22.30	\$ 20.50
13	Plant 15 Gal w/o RB	Each	\$ 123.60	\$ 127.30	\$ 131.10	\$ 135.00	\$ 123.00
14	Plant 15 Gal w/RB	Each	\$ 153.45	\$ 158.00	\$ 162.75	\$ 167.65	\$ 152.70
15	Plant 24" Box w/o RB	Each	\$ 261.60	\$ 269.50	\$ 277.50	\$ 285.85	\$ 260.35
16	Plant 24" Box w/RB	Each	\$ 282.20	\$ 290.65	\$ 299.35	\$ 308.35	\$ 280.85
17	Crew Rental - per man	Man Hour	\$ 96.80	\$ 99.70	\$ 102.70	\$ 105.75	\$ 96.35
18	Emergency Response - per man	Man Hour	\$ 122.55	\$ 126.00	\$ 129.75	\$ 133.65	\$ 121.95

Rates for each fiscal year reflect a cost adjustment of 3.0%.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-4

Date: February 29, 2024

To: Personnel and Contract Administration Committee
Tony DeMarco, Chair
Michael Maynard

From: General Manager Joe Mendoza

Subject: DISCUSSION REGARDING CONTRACT EXTENSION WITH ENRICHED FARMS & AVANTI HARVEST INC.

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee review and recommend a one-year extension to contract operation of a Farmers Market by and between Rossmoor Community Services District and Enriched Farms & Avanti Harvest, Inc., a California nonprofit corporation, to continue to conduct a Farmers Market on Thursdays, from 4 p.m. to 7 p.m., at Rush Park parking lot from May 10, 2024 to May 9, 2025. All other contract terms remain in full effect.

INFORMATION

Enriched Farms has expressed their desire to continue providing a Farmers Market to the Rossmoor Community. Enriched Farms is well-known in the area. They have several Farmers Markets in the Southern California area including Costa Mesa, Irvine, Los Alamitos, Moorpark and Santa Paula. The market has a number of core vendors that return week-after-week. The District has received numerous compliments from residents who enjoy the outdoor market and meeting up with their neighbors.

The relationship between the Farmers Market and the Rossmoor community is still in its infancy stage. Crowds continue to grow stronger and more people are on the scene with the addition of weekly entertainment for kids, including the addition of an egg hunt for Easter and costume contest during the Halloween Harvest Festival sponsored by RCSD and the Farmers Market.

ATTACHMENTS

1. Agreement between Enriched Farms & Avanti Farms and Rossmoor Community Services District dated May 10, 2023.

AGREEMENT TO OPERATE FARMERS MARKET

THIS AGREEMENT TO OPERATE FARMERS MARKET ("Agreement") is made as of May 10, 2022, by and between Rosemoor Community Services District (**DISTRICT**) and Enriched Farms & Avant Harvest Inc., a California nonprofit corporation with an address of 4273 Crabapple Court, Moorpark, CA 93021 (**CONTRACTOR**) with reference to the following facts:

RECITALS

A. **CONTRACTOR** is highly experienced in operating farmers markets and special events held in conjunction with and adjacent to farmers' markets, working with experienced organizations that book vendors, provide marketing and other services related to the operation of farmers' markets.

B. **DISTRICT** and **CONTRACTOR** enter this Agreement in order to set forth terms and conditions under which **CONTRACTOR** shall operate a farmers market taking place at Rush Park, located at 3001 Blume Dr., Rosemoor, California 90720 as is more particularly described in Exhibit "A" attached hereto and incorporated by reference herein (the "Event Area").

NOW, THEREFORE, in consideration of the foregoing recitals and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **DISTRICT** and **CONTRACTOR** hereby agree as follows:

1. Agreement.

1.1 **License.** **DISTRICT** hereby grants to **CONTRACTOR** a limited, revocable license to access and use the Event Area subject to the provisions of this Agreement, for the sole purpose of providing and operating a turnkey, farmers' market, as that term is defined in the California Health and Safety Code Section 113742 and as certified and regulated by the State of California (the "Market"). **CONTRACTOR** shall operate the Market in compliance with this Agreement and all applicable state and local laws including, but not limited, Chapter 10.5 (commencing with Section 47000) of Division 17 of the California Food and Agricultural Code and the regulations adopted pursuant to that chapter. Provided **CONTRACTOR** is not in breach of this Agreement, the **DISTRICT** warrants that **CONTRACTOR** shall have the exclusive right to operate the Market on behalf of the **DISTRICT** in the Event Area, in accordance with the terms herein.

1.2 **Hours and Days of Operation.** The Market shall only operate and be open to the public between the hours of 4:00 p.m. to 7:00 p.m. (Market Hours) Thursdays (Market Day), starting May 12, 2022.

CONTRACTOR shall have access to the Event Area for loading and setup, and clear away and cleaning from 2:00 p.m. to 4:00 p.m. and 7:00 p.m. to 9:30 p.m., respectively, on each Market Day during the Term (as set forth in Section 2, below). Upon written

agreement of the CONTRACTOR and the General Manager of DISTRICT, due to special events or other reasons, the hours and days of operation may be modified.

1.3 Location of Market. The Market shall operate only within the Event Area. Notwithstanding the foregoing, DISTRICT and CONTRACTOR acknowledge that the exact location of the Event Area shall be subject to the approval of the Orange County Agricultural Commissioner in connection with its granting of an operating permit. In addition, subject to any required approval of Orange County Agricultural Commissioner, DISTRICT shall have the right to reasonably reconfigure the Event Area in order to accommodate and/or address any required changes. DISTRICT represents that to the best of its knowledge that CONTRACTOR's operation of the Market in conformity with the provisions of this Agreement, and its vendors' sales of products permitted under this Agreement, will not conflict with or breach the terms of any agreement or commitment between the DISTRICT and any third party within the market area of the Market. Upon written agreement of the CONTRACTOR and the General Manager of DISTRICT, due to special events or other reasons, the location may be modified.

(a) DISTRICT shall provide access to the following equipment for use by Market vendors at each Market Day as specified in Section 1.2.

- (i) Two (2) Restrooms (Two Men's & Women's)
- (ii) Garbage cans for customer use only

1.4 Scope of CONTRACTOR's Services. CONTRACTOR agrees as follows:

(a) CONTRACTOR shall operate and maintain a turnkey farmers' market during the times set forth in Section 1.2 at its sole cost and expense, in a first-class manner, and in compliance with this Agreement and with all applicable ordinances, resolutions, rules and local, State, and federal statutes, laws and regulations, as well as standard industry practices including, without limitation, on-site management, market rules and periodic (non-notified) inspections.

(b) CONTRACTOR, at its sole cost and expense, shall work with approved organization(s) to book vendors for the Market who produce and sell artisan prepared foods, fresh California produce, including fruits, nuts, vegetables, cut flowers, artisan breads, gifts, "green" crafts and other non-agricultural products sold at comparable farmers markets operated by the CONTRACTOR provided, however, all such vendors booked for the Market shall have appropriate licenses and be subject to the restrictions set forth in this Agreement.

(c) CONTRACTOR, at its sole cost and expense, shall provide and implement and/or cause to be provided and implemented, all safety measures necessary to reasonably protect the patrons and all other occupants of the Market during the Market's operating hours.

(d) **CONTRACTOR**, at its sole cost and expense shall obtain and maintain all necessary permits, certificates, and licenses required to legally operate the Market and shall ensure that all participating farmers, producers, and vendors obtain and maintain all necessary permits, certificates, and licenses required pursuant to the farmers market regulations, as set forth in the California Code of Regulations (Title 3, Division 3, Chapter 1, Sub-chapter 4, Article 6.5, commencing with Section 1392) pertaining to direct marketing producers, and all other applicable local, State and Federal laws and regulations including, but not limited to, Chapter 10.5 (commencing with Section 47000) of Division 17 of the California Food and Agricultural Code (collectively, "Applicable Laws").

(e) **CONTRACTOR**, at its sole cost and expense, shall surrender the Event Area in substantially the same condition, with all refuse, rubbish, trash barrels and personal property removed, as when received by **CONTRACTOR**, each week prior to that week's Market, excepting normal wear or tear.

(f) **CONTRACTOR** shall not remove, damage or alter in any way the existing improvements or personal property of the **DISTRICT** located within the Event Area.

(g) **CONTRACTOR** shall repair, at its sole cost and expense, any damage or alteration to the Event Area occurring while occupied by **CONTRACTOR**, to substantially the same condition that existed before the damage or alteration, as determined by the **DISTRICT**.

(h) **CONTRACTOR** at its discretion, and sole cost and expense, shall offer a product mix of artisan prepared foods, fruits, vegetables, and non-agricultural products in the Market that will ensure maximum selection and minimize over-duplication, in compliance with Applicable Laws.

(i) During operation of the Market, **DISTRICT** may direct **CONTRACTOR** to require any particular vendor cease operation, or the sale of any particular good or service, if it is deemed by the **DISTRICT** to be inconsistent with its goals to provide an event that is appropriate for families, including persons less than 18 years of age.

(j) No secondhand or used merchandise is allowed to be sold, given away or offered for sale at the Market. Only the following new goods or services may be sold, given away, or offered for sale at the Market:

1. Agricultural or farm-raised products, including fruits, nuts, vegetables, honey, eggs, or other agricultural products, sold directly by the grower, except that marijuana or tobacco, or any product using marijuana or tobacco derivatives are not permitted.

2. Non-alcoholic beverages sold directly by the maker.

3. Prepared food, including baked goods, dried meats, and/or any other food item, sold directly by the maker, except no product using marijuana or marijuana

derivatives, tobacco, or alcohol is permitted.

4. Fresh-cut flowers and/or live plants, not including marijuana or tobacco.

5. Visual arts and homemade crafts, including paintings, sculptures, pottery, glasswork, quilts, jewelry, garden decorations, steel or iron home décor, furniture, woodworking items or other similar goods sold directly by the artist, but excluding any kind of smoking paraphernalia.

6. Any good or service not specifically listed above shall be submitted to the DISTRICT for approval a minimum of fourteen (14) calendar days prior to the date of operation of the Market.

(k) Any adult resident of the DISTRICT of Rosemoor may request to become a vendor at the Market, provided that the resident complies with all requirements for vendors, provides insurance, if required by the DISTRICT, and complies with all Market regulations and the restrictions herein. CONTRACTOR may approve or deny requests, based upon availability of space, appropriateness of content, or other criteria applied to all.

2. Term.

2.1 Term. The term of this Agreement commence on May 10, 2022 and expire at 11:59 p.m. on May 9, 2023, unless sooner terminated or extended in accordance with the terms herein.

2.2 Extension. The parties may extend this agreement for an additional period, as agreed upon in writing.

3. Termination.

3.1 DISTRICT's Right to Terminate for Convenience. DISTRICT may at any time terminate this Agreement for any reason or no reason by providing CONTRACTOR at least thirty (30) days advance written notice.

3.2 For Breach. CONTRACTOR may terminate this Agreement if the DISTRICT (a) materially breaches any of its covenants, representations or warranties set forth in this Agreement, and (b) fails to cure such breach within thirty (30) days following service of written notice stating the nature of the breach, the intent to terminate, and demanding cure of the default.

4. Insurance and Indemnity.

4.1 Insurance.

4.1.1 Minimum Requirements. CONTRACTOR shall, at its expense,

procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by CONTRACTOR, its agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Workers' Compensation;* and (3) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto).

(B) Minimum Limits of Insurance. CONTRACTOR shall maintain limits no less than: (1) *General Liability:* A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of \$2,000,000.00 or (ii) bodily injury limits of \$1,000,000.00 per person, \$2,000,000.00 per occurrence and \$2,000,000.00 products and completed operations and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; (2) *Workers' Compensation Insurance:* A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the CONTRACTOR and the DISTRICT against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the CONTRACTOR in the course of carrying out the work or service contemplated in this Agreement; and (3) *Automobile Liability:* a policy of comprehensive vehicle liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of \$1,000,000.00 per person and \$2,000,000.00 per occurrence and property damage liability limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate to cover the operation of all automobiles, trucks, street sweeping vehicles or other motorized vehicles utilized by CONTRACTOR. Said policy shall include coverage for owned, non-owned, leased and hired vehicles.

4.1.2 Insurance Provisions. All of the above policies of insurance shall be primary insurance and shall name the DISTRICT, its officers, employees, volunteers and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the DISTRICT, its officers, employees, volunteers and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the DISTRICT. In the event any said policies or insurance are canceled, the CONTRACTOR shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the General Manager. No work or services under this Agreement shall commence until the CONTRACTOR has provided the DISTRICT with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the DISTRICT. CONTRACTOR agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which the CONTRACTOR may be held responsible for the payment of damages to any persons

or property resulting from the CONTRACTOR's activities or the activities of any person or persons for which the CONTRACTOR is otherwise responsible. The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the DISTRICT due to unique circumstances.

4.2 Indemnification. To the maximum extent permitted by law, CONTRACTOR agrees to defend, with counsel acceptable to DISTRICT, indemnify, and hold free and harmless DISTRICT, its elected officials, officers, agents and employees, at CONTRACTOR's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against DISTRICT, its elected officials, officers, agents and employees arising out of (i) the performance of CONTRACTOR, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement; (ii) the use, occupancy, management or control of the Event Area by CONTRACTOR or CONTRACTOR's employees, agents, subcontractors or vendors; (iii) the operation of the Market; and/or (iv) CONTRACTOR's breach of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by CONTRACTOR, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of CONTRACTOR, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against DISTRICT, its elected officials, officers, agents and employees based upon the work performed by CONTRACTOR, its employees, and/or authorized subcontractors under this Agreement, the use, occupancy, management or control of the Event Area by CONTRACTOR or its employees, agents, subcontractors or vendors, the operation of the Market, and/or CONTRACTOR's breach of this Agreement, whether or not CONTRACTOR, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, CONTRACTOR shall not be liable for the defense or indemnification of DISTRICT for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of DISTRICT. This provision shall supersede and replace all other indemnity provisions contained either in the DISTRICT's specifications or CONTRACTOR's proposal, which shall be of no force and effect.

5. Waiver of Claims. CONTRACTOR expressly waives all rights, if any, to assert any claims against the DISTRICT and/or its officers, elected officials, agents, volunteers and employees for any property damage or loss to CONTRACTOR and/or its agents, representatives or employees, by any reason of fire, theft, robbery or burglary, bodily injury, personal injury, death or any other cause whatsoever, unless and to the extent resulting from the gross negligence or willful misconduct of, or breach of this Agreement by, DISTRICT. DISTRICT shall have no responsibility to provide security, supervision or protection against any loss or harm that may be sustained by CONTRACTOR (or its employees, agents, representatives and guests) at the Market. CONTRACTOR accepts all responsibility for any injury or public liability incurred as a

result of its use of the Event Area unless and to the extent that any such claim is the due to the gross negligence or willful misconduct of, or breach of this Agreement by, the DISTRICT or its agents. CONTRACTOR has inspected or been provided the opportunity to inspect the Event Area before each authorized use/event and CONTRACTOR accepts the Event Area "as is" and without any representation or warranty, express or implied, of merchantability or fitness for a particular purpose.

6. Interest Granted. CONTRACTOR understands and agrees that this Agreement shall not be construed to convey any interest whatsoever in or to real property including, but not limited to, the Event Area, except a limited license as specifically described herein. CONTRACTOR shall have no right to sublicense any interest herein (other than to allow Market vendors to participate in the Market activities).

7. Assignment and Subcontracting. CONTRACTOR shall not assign any interest or subcontract any obligation herein, without DISTRICT's prior, written consent.

8. Independent Contractor. The relationship of the CONTRACTOR to the DISTRICT created by this Agreement is that of an independent contractor and neither CONTRACTOR nor its employees shall be considered to be employees or agents of DISTRICT nor shall anything contained herein be deemed in any way to constitute a partnership, joint venture or joint enterprise between DISTRICT and CONTRACTOR. Subject to the provisions of this Agreement and Applicable Law, CONTRACTOR shall have sole control, supervision, direction and responsibility over the vendors at the Market, its employees and the manner and means of operating the Market.

9. Miscellaneous.

9.1 Notices. All notices, demands, statements or communications given or required to be given by either party to the other under this Agreement shall be in writing, shall be sent by United States certified or registered mail, postage prepaid, return receipt requested, by Federal Express or other established overnight courier, or delivered personally, to the address set forth herein or to such other place as either party may from time to time designate in a notice to the other party. When addressed in accordance with this Section, and deposited in the United States mail, certified or registered mail, postage prepaid, notices shall be deemed given on the third day following such deposit in the United States mail. In all other instances, notices shall be deemed given at the time of actual delivery. Any notice sent to CONTRACTOR or DISTRICT shall be sent to the following addresses:

TO DISTRICT: Rosemoor Community Services District
 3001 Blume Drive
 Rosemoor, CA 90720
 Attn: Joe Mendoza

TO CONTRACTOR: Enriched Farms / Avanti Harvest
4273 Crabapple Court
Moorpark, CA 93021
Attn: Jason Davis

Either party may, by giving written notice in accordance with this Section, change the names or addresses of the persons or department designated to receive the future notices.

9.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, subject to the limitations on assignment set forth in Section 7, above.

9.3 Applicable Law. This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of California without regard to choice of law principles. Any litigation concerning this Agreement shall take place in Orange County, California.

9.4 Entire Agreement. This Agreement and the exhibits hereto constitute the full understanding between DISTRICT and CONTRACTOR. It is understood and acknowledged that there are no oral agreements between the parties affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, whether written or oral, between the parties.

9.5 Invalidity; Severability. If any term, covenant or condition contained herein is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant or condition shall not affect any other term, covenant or condition herein contained. Any amendments or modifications of this Agreement must be in writing and signed by both parties hereto.

9.6 Waiver. No provision of this Agreement shall be deemed waived by either party hereto unless expressly waived in a writing signed thereby. The waiver by either party of any breach of any provision herein contained shall not be deemed to be a waiver of a subsequent breach of such provision or any other term, covenant or condition herein contained.

9.7 Attorneys' Fees. If at any time after the date that this Agreement has been executed by DISTRICT and CONTRACTOR, either party institutes any action or proceeding against the other party relating to the provisions of this Agreement or any default hereunder, the non-prevailing party shall reimburse the prevailing party for reasonable attorney's fees, costs or disbursements actually incurred by the prevailing party in connection with such action or proceeding (including, without limitation, the reasonable expenses for attorney's fees and all costs and disbursements and any fees, costs or disbursements incurred on appeal from such action or proceeding).

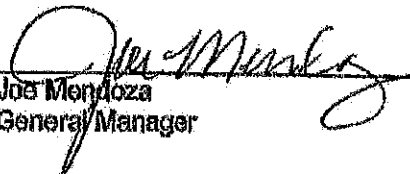
9.8 Power and Authority. Each of the persons executing this Agreement on behalf of CONTRACTOR and DISTRICT respectively warrants and represents to the other that they have full power and authority to execute this Agreement and bind their respective parties hereto.

9.9 No Third Party Beneficiaries Intended. Unless otherwise expressly provided for herein, this Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

9.10 Counterparts. This Agreement may be executed in counterparts, including by PDF format exchanged by email, with the same effect as if all parties hereto had executed the same document. All counterparts shall be construed together and shall constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first set forth above.

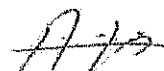
ROSSMOOR COMMUNITY SERVICES DISTRICT

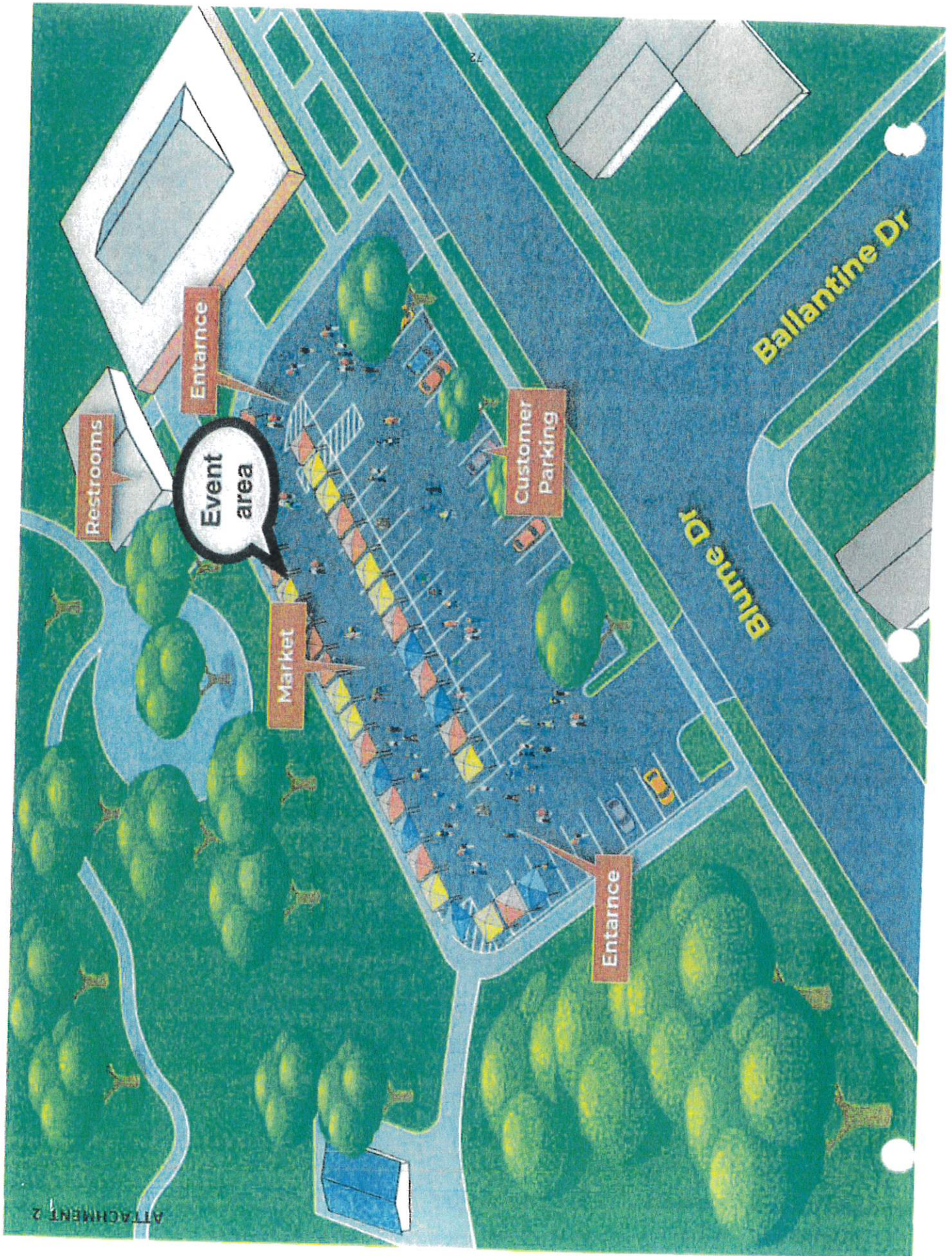
By:  Date: 5/16/2022
Joe Mendoza
General Manager

ENRICHED FARMS & AVANTI HARVEST INC.

By:  Date: 05/16/2022
Jason Davis
President

APPROVED AS TO FORM FOR DISTRICT

By:  Date: 5-16-22
Tarquin Prozoel
General Counsel



ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-5

Date: February 29, 2024

To: Personnel and Contract Administration Committee
Tony DeMarco, Chair
Michael Maynard

From: General Manager Joe Mendoza

Subject: DISCUSSION REGARDING CONTRACT WITH ELITE SPECIAL EVENTS TO PROVIDE SERVICES AT THE 2024 ROSSMOOR FESTIVALS.

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee review and recommend that the General Manager and District Counsel work to create a contract in concept that combines Event Operation for the Rossmoor Festivals by and between Rossmoor Community Services District and Elite Special Events on Saturday, June 8th, July 13th, August 10th, September 14th and December 14, 2024.

BACKGROUND

Rossmoor Community Services District (RCSD) contracted with Elite Special Events for the 2023 Summer Festivals and 2023 Winter Festival. The partnership was a great success and brought together the entire community for food, fun, and entertainment. Last year the Summer and Winter Festivals had separate agreements. For the 2024 festivals it is suggested that one contract be crafted to cover all of the 2024 festivals.

ATTACHMENTS

1. 2023 Elite Special Events Contract – Summer Festivals
2. 2023 Elite Special Events Contract – Winter Festival

**ROSSMOOR COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT
ELITE SPECIAL EVENTS, INC.
2023**

1. PARTIES AND DATE.

This Professional Services Agreement is made and entered into this 9th day of May, 2023 ("Effective Date"), by and between the Rossmoor Community Services District, a public agency ("District") and Elite Special Events, Inc., a California corporation ("Contractor" or "Promoter"). District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing such services, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project.

District desires to engage Contractor to organize and promote four food truck festivals that will take place at Rush Park, located at 3021 Blume Dr., Los Alamitos, CA 90720, on June 3, July 8, Aug 12 and September 9, 2023 ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project ("Services"). The Services are more particularly described in Exhibits "A", "B" and "C" attached hereto and incorporated herein. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein, and all applicable local, state and federal laws, rules and regulations. In the event of a conflict between the provisions of this Agreement and any exhibit hereto the provisions of this Agreement shall be controlling.

3.1.2 Term. The term of this Agreement shall be for a period commencing on Effective Date and ending on September 10, 2023, unless earlier terminated or extended as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of District and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, in accordance with the terms of this Agreement, and in accordance with the schedule of services as set forth in Exhibit "A". Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the schedule, District shall respond to Contractor's submittals in a timely manner. Upon request of District, Contractor shall provide a more detailed schedule of anticipated performance to meet the schedule of services.

3.2.3 Conformance to Applicable Requirements and Coordination of Services. All work prepared by Contractor shall be subject to the approval of District. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff, Contractors and other staff at all reasonable times.

3.2.4 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.5 Insurance. Without limiting Contractor's indemnification of District, and prior to commencement of Work, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to District.

3.2.5.1 Minimum Requirements.

(A) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

(C) Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

(D) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to District, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of District, its officers, agents, employees, and volunteers.

(E) Liquor liability insurance. Contractor shall maintain full liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

3.2.5.2 Insurance Provisions.

(A) Proof of insurance. Contractor shall provide certificates of insurance and required endorsements to District as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by District's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with District for the contract period and any additional length of time required thereafter. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of coverage. Contractor shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries

to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Contractor, their agents, representatives, employees, or Subcontractors.

(C) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) District's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by District will be promptly reimbursed by Contractor or District will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, District may cancel this Agreement.

(E) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's Risk Manager.

(F) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against District, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District and shall require similar written express waivers and insurance clauses from each of its Subcontractors.

(G) Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the District to inform Contractor of non-compliance with any requirement imposes no additional obligations on the District nor does it waive any rights hereunder.

(H) Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the

exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

(I) Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide the District with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Contractor's insurers are unwilling to provide such notice, then Contractor shall have the responsibility of notifying the District immediately in the event of Contractor's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

(J) Additional insured status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that District and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

(K) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Contractor agrees to ensure that its Contractors, subcontractors, and any other party who is brought onto or involved in the project/service by Contractor (hereinafter collectively "subcontractor"), provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Contractor's subcontractor cannot comply with this requirement, which proof must be submitted to the District, Contractor shall be required to ensure that its subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with subcontractor's scope of work and services, with limits less than required of the Contractor, but in all other terms consistent with the Contractor's requirements under this agreement. This provision does not relieve the Contractor of its contractual obligations under the agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Contractor with the ability to utilize a subcontractor who may be otherwise qualified to perform the work or

services but may not carry the same insurance limits as required of the Contractor under this agreement given the limited scope of work or services provided by the subcontractor. Contractor agrees that upon request, all agreements with subcontractors, and others engaged in the project, will be submitted to District for review.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A."

3.3.2 Extra Work. At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

3.3.3 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 General Provisions.

3.4.1 Termination of Agreement. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. District may terminate this Agreement for cause upon five (5) days written notice to Contractor based. Contractor may only terminate this Agreement for cause, by providing at least thirty (30) days written notice to District. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation.

3.4.2 Representatives. District's General Manager or his or her designee shall be the representative of District for purposes of this Agreement and may issue all consents, approvals, directives, or agreements on behalf of District called for by this Agreement. Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement.

3.4.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Contractor: Elite Special Events
11278 Los Alamitos Blvd #101
Los Alamitos, Ca 90720
Attn: Ted Holcomb

District: Rossmoor Community Services District
3001 Blume Dr.
Rossmoor, CA 90814
Attn: Joe Mendoza, General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.4.4 Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.4.5 Indemnification. Contractor agrees to defend, with counsel acceptable to District, indemnify, and hold free and harmless District, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against District, its elected officials, officers, agents and employees arising out of the performance of Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against District, its elected officials, officers, agents and employees based upon the work performed by Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification

of District for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of District. This provision shall supersede and replace all other indemnity provisions contained either in the District's specifications or Contractor's proposal, which shall be of no force and effect.

3.4.6 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.4.7 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.4.8 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.4.9 Prior Approval Required to Subcontract. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Contractor shall require each of its subcontractors to agree in writing to be bound by the provisions of this Agreement.

3.4.10 Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without District's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of District's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

3.4.11 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

3.4.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue to be in full force and effect.

3.4.13 The Individuals Signing this Agreement. Individuals Represent and warrant that they have the right, power, and authorization to bind their respective entities to the terms of the Agreement.

3.4.14 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.4.15 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

3.4.16 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to District may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Contractor informs District of such trade secret. District will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The District shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

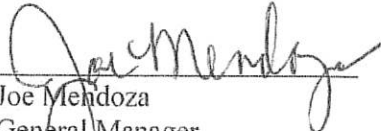
3.4.17 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to any matter referenced herein and supersedes any and all other prior negotiations. As of the Effective Date of this Agreement, this Agreement shall supersede, and otherwise be controlling, over any and all provisions of any previous agreements, which shall be of no further force or effect.

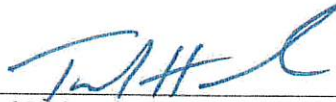
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**ROSSMOOR COMMUNITY
SERVICES DISTRICT**

ELITE SPECIAL EVENTS, INC.

By: 
Joe Mendoza
General Manager

By: 
Ted Holcomb
President

APPROVED AS TO FORM FOR DISTRICT

By: _____
Tarquin Preziosi
General Counsel

Exhibit "A"

SCOPE OF SERVICES



Elite Special Events, Inc
11278 Los Alamitos Blvd #101
Los Alamitos, Ca 90720
(562) 799-7737

1. Duration – The PROMOTER will organize four food truck festivals that will take place at Rush Park once per month during the summer on the following dates: June 3, July 8, Aug 12, Sept 9 (the "Events"). The hours of the Events will be from 2-8pm.

2. Exclusivity – Except as otherwise provided herein, the PROMOTER shall have the exclusive right to produce, present and promote these Events at this venue during those times and dates listed above and will have exclusivity on renting space, getting sponsors and promoting the Events. DISTRICT retains the right to also promote the Events and obtain additional sponsors. DISTRICT may in its sole and absolute discretion reject and/or deny sponsorship of the Events by, and/or the rental of space to, any person or entity procured, proposed and/or identified by PROMOTER.

3. Promoter's Duties – The PROMOTER shall be responsible for all duties pertaining to the shows at the Events which includes renting space to Food Trucks, a tap truck, vendors and sponsors, organizing the carnival area and selling tickets, and staffing the entire Event. PROMOTER will provide all show equipment which includes, but not limited to, tents, stages, toilets, sinks, power, and carnival area equipment. PROMOTER will also promote and advertise the Event. PROMOTER to work with DISTRICT and its contacts to schedule stage entertainment for 2-8pm.

3.5. Provision of Alcohol – PROMOTER may provide one Tap Truck to serve alcohol at each Event, as provided in Exhibit B, within the beer garden area ("Beer Garden") depicted in Exhibit C. PROMOTER shall first obtain, and thereafter maintain for the duration of the Events, each and every state, county and/or local permit and/or license required to serve alcohol at the Events, including, but not limited to those required by the California Department of Alcoholic Beverage Control ("ABC") and the County of Orange. The Beer Garden shall be gated, secured and monitored by PROMOTER at all times to prevent access by persons under 21 and intoxicated individuals. No alcoholic beverages shall be allowed to be taken outside of the Beer Garden. PROMOTER shall provide at least one security guard currently licensed by the California Bureau of Security and Investigative Services ("Security Guard") to monitor and control access to the Beer Garden, check identification, provide crowd control and otherwise ensure that the forgoing requirements are complied with, for the duration of each Event.

4. District's Duties – The DISTRICT will provide venue to PROMOTER free and clear of any other events on the Event dates and have the Park area to be used for the Event cleaned and groomed prior to Event. DISTRICT may provide volunteer security (including Orange County

Sheriff's Department cadets) to assist Elite staff with security and crowd control at event. DISTRICT will provide maintenance to assist in cleaning after the event. DISTRICT will provide public bathroom and clean after event. DISTRICT will be responsible for hiring one headline group for stage that would play from 6:30-8:00pm.

6. Compensation – PROMOTER shall retain as compensation for its services 100% of the income it receives from renting space to Food Trucks, vendors and sponsors, and selling tickets. PROMOTER shall be responsible for paying for all of the expenses of the shows. PROMOTER will pay to DISTRICT 5% of PROMOTER'S profits from each Event if DISTRICT does not obtain enough sponsors to cover cost of each the headline bands for that Event. DISTRICT shall retain, and PROMOTER shall have no right to, any and all monies and/or donations that it receives directly from Event sponsors, including but not limited to sponsors that DISTRICT has procured for the Events. PROMOTER may retain all profits from the Tap Truck to off-set costs of set-up.

Exhibit "B"
Tap Truck Proposal

Tap Truck Proposal

Ted Holcomb- Elite Special Events



\$4,000 - \$6,000

15% Sales Split

\$6,500- \$8,000

18% Sales Split

\$9,000 - \$10,000+

20% Sales Split

MENU

Mexican Lager

Hazy IPA

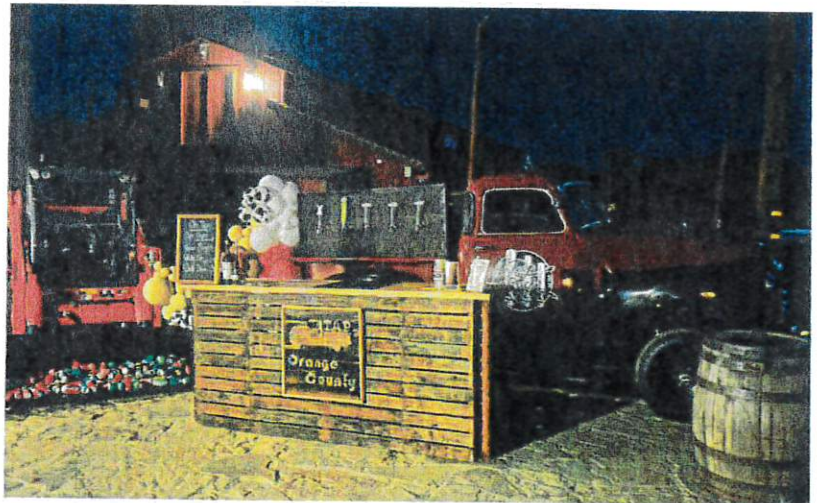
Amber Lager

Craft Seltzer

Wine Options

Pomegranate Margarita

With a different collection of beers/ drinks at each event!

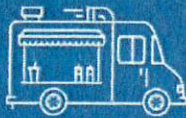


ROSSMOOR FAMILY

FESTIVAL



RUSH PARK 2-8PM



TOP FOOD TRUCKS
CRAFT VENDORS
KIDS CARNIVAL
LIVE BANDS



Summer Series

Headline Bands

JUNE 3RD

FAMILIAR
FACES

JULY 8TH

GOLD RUSH
COUNTRY

AUG 12TH

THE
EMPERORS

SEPT 9TH

STONE
SOUL

Rush Park: 3001 Blume Dr. Rossmoor
For Info: Call-(562) 799-7737

Arrival: 12-12:30pm

With exception on June 3rd Arrival:10-10:30 am

Service: 2-8:00pm

Service Plan: 4 Team Members - 2 POS -
Large Bar Setup - ID Check

Tenting and Table Set-Up handled by event host

ABC Information

Event Name/ Title: Family Foodie Fest

Event Host Name: Ted Holcomb

Event Date: June 3rd, 2023

Day of Event Contact: Ted Holcomb

Day of Event Contact Phone: 310-560-9122

Place of Business: 11278 Los Alamitos Blvd, Los Alamitos, CA 90720

Event Address: 3021 Blume Dr. Rossmoor, CA 90720

Map: Event Space (see attached)

Estimated Attendance (Beer Garden): 900

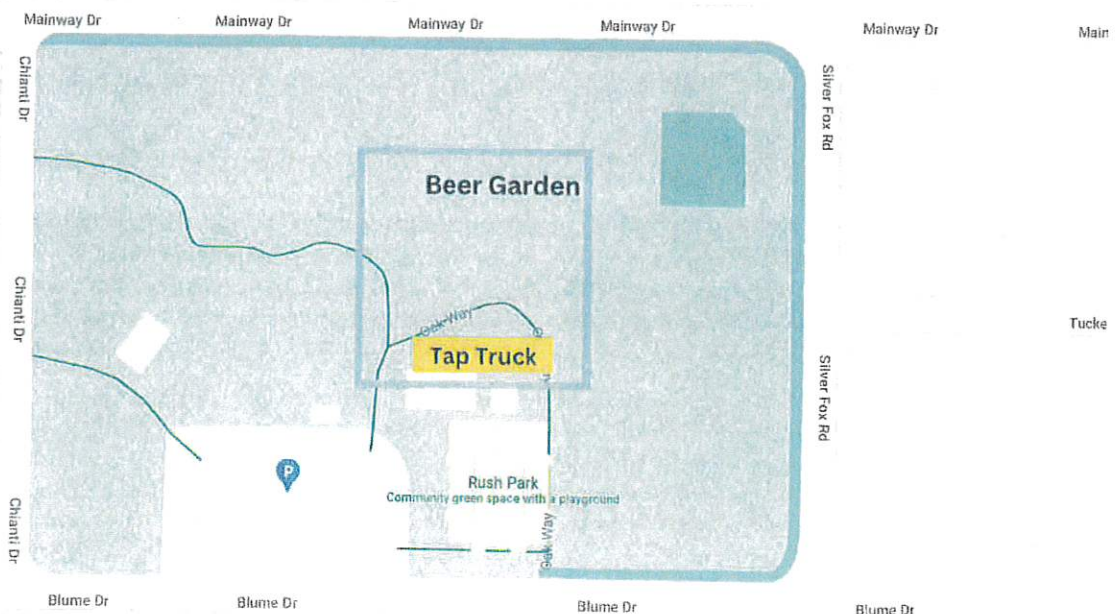
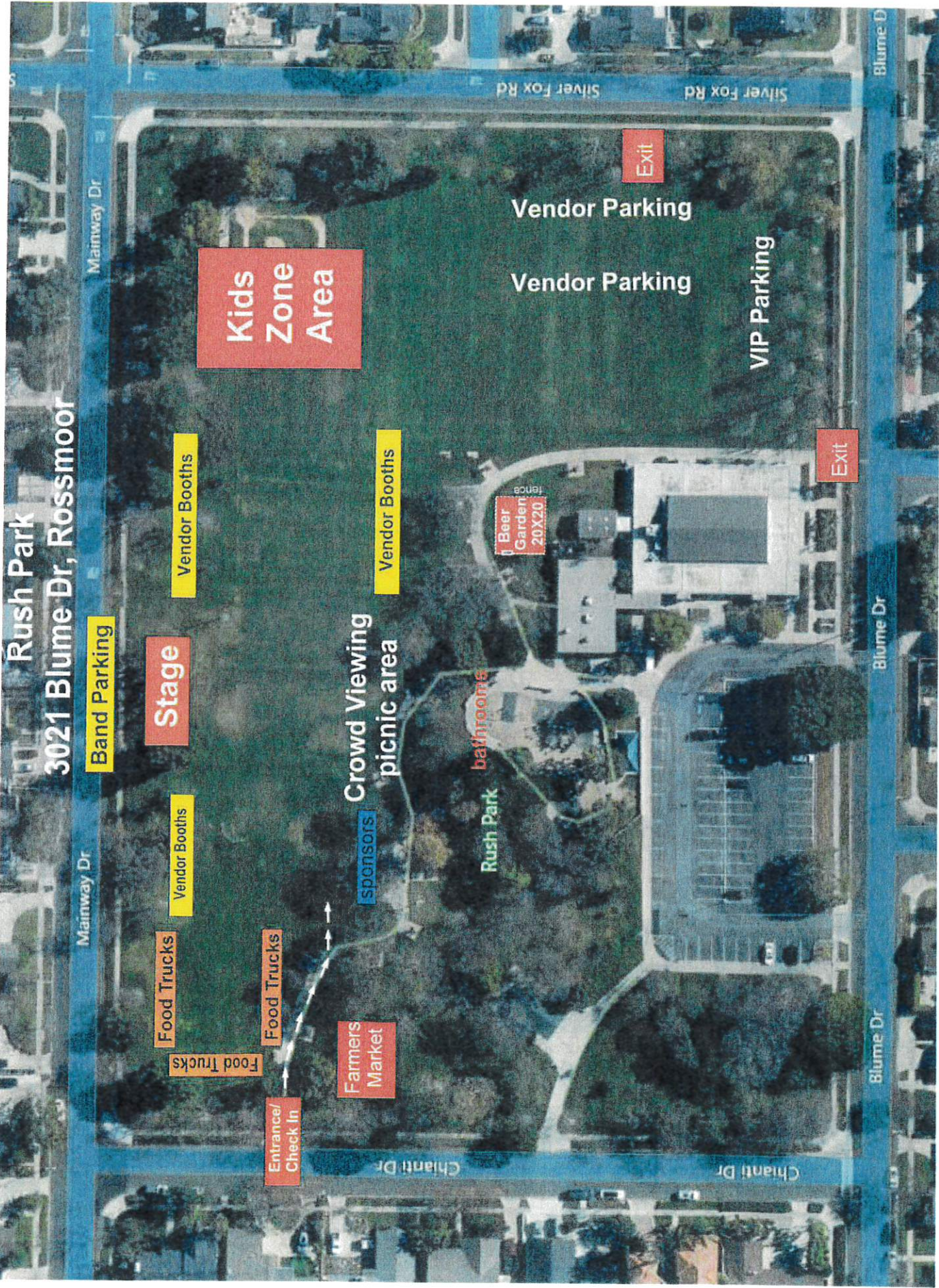


Exhibit "C"
Site Plan



Rush Park
3021 Blume Dr, Rossmore

Band Parking

Stage

Food Trucks

Food Trucks

Food Trucks

Farmers Market

sponsors

Crowd Viewing picnic area

bathrooms

Beer Garden 20X20

Kids Zone Area

Vendor Parking

Vendor Parking

VIP Parking

Exit

Exit

Mainway Dr

Silver Fox Rd

Blume Dr

Blume Dr

Blume Dr

Chianti Dr

Chianti Dr

**ROSSMOOR COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT
ELITE SPECIAL EVENTS, INC.
2023**

1. PARTIES AND DATE.

This Professional Services Agreement is made and entered into this 14th day of November 2023 ("Effective Date"), by and between the Rossmoor Community Services District, a public agency ("District") and Elite Special Events, Inc., a California corporation ("Contractor" or "Promoter"). District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing such services, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project.

District desires to engage Contractor to organize and promote one food truck Winter festival that will take place at Rush Park, located at 3021 Blume Dr., Rossmoor, CA 90720, on December 9, 2023 ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project ("Services"). The Services are more particularly described in Exhibits "A", "B" and "C" attached hereto and incorporated herein. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein, and all applicable local, state and federal laws, rules and regulations. In the event of a conflict between the provisions of this Agreement and any exhibit hereto the provisions of this Agreement shall be controlling.

3.1.2 Term. The term of this Agreement shall be for a period commencing on Effective Date and ending on December 10, 2023, unless earlier terminated or extended as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of District and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, in accordance with the terms of this Agreement, and in accordance with the schedule of services as set forth in Exhibit "A". Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the schedule, District shall respond to Contractor's submittals in a timely manner. Upon request of District, Contractor shall provide a more detailed schedule of anticipated performance to meet the schedule of services.

3.2.3 Conformance to Applicable Requirements and Coordination of Services. All work prepared by Contractor shall be subject to the approval of District. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff, Contractors and other staff at all reasonable times.

3.2.4 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.5 Insurance. Without limiting Contractor's indemnification of District, and prior to commencement of Work, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to District.

3.2.5.1 Minimum Requirements.

(A) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

(C) Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

(D) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to District, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of District, its officers, agents, employees, and volunteers.

(E) Liquor liability insurance. Contractor shall maintain full liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

3.2.5.2 Insurance Provisions.

(A) Proof of insurance. Contractor shall provide certificates of insurance and required endorsements to District as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by District's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with District for the contract period and any additional length of time required thereafter. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of coverage. Contractor shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries

to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Contractor, their agents, representatives, employees, or Subcontractors.

(C) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) District's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by District will be promptly reimbursed by Contractor or District will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, District may cancel this Agreement.

(E) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's Risk Manager.

(F) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against District, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District and shall require similar written express waivers and insurance clauses from each of its Subcontractors.

(G) Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the District to inform Contractor of non-compliance with any requirement imposes no additional obligations on the District nor does it waive any rights hereunder.

(H) Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the

exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

(I) Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide the District with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Contractor's insurers are unwilling to provide such notice, then Contractor shall have the responsibility of notifying the District immediately in the event of Contractor's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

(J) Additional insured status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that District and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

(K) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Contractor agrees to ensure that its Contractors, subcontractors, and any other party who is brought onto or involved in the project/service by Contractor (hereinafter collectively "subcontractor"), provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Contractor's subcontractor cannot comply with this requirement, which proof must be submitted to the District, Contractor shall be required to ensure that its subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with subcontractor's scope of work and services, with limits less than required of the Contractor, but in all other terms consistent with the Contractor's requirements under this agreement. This provision does not relieve the Contractor of its contractual obligations under the agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Contractor with the ability to utilize a subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Contractor under

this agreement given the limited scope of work or services provided by the subcontractor. Contractor agrees that upon request, all agreements with subcontractors, and others engaged in the project, will be submitted to District for review.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A."

3.3.2 Extra Work. At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

3.3.3 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 General Provisions.

3.4.1 Termination of Agreement. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. District may terminate this Agreement for cause upon five (5) days written notice to Contractor. Contractor may only terminate this Agreement for cause, by providing at least twenty (20) days written notice to District and refunding any deposit paid by District. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation.

3.4.2 Representatives. District's General Manager or his or her designee shall be the representative of District for purposes of this Agreement and may issue all consents,

approvals, directives, or agreements on behalf of District called for by this Agreement. Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement.

3.4.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Contractor: Elite Special Events
11278 Los Alamitos Blvd #101
Los Alamitos, Ca 90720
Attn: Ted Holcomb

District: Rossmoor Community Services District
3001 Blume Dr.
Rossmoor, CA 90814
Attn: Joe Mendoza, General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.4.4 Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.4.5 Indemnification. Contractor agrees to defend, with counsel acceptable to District, indemnify, and hold free and harmless District, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against District, its elected officials, officers, agents and employees arising out of the performance of Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against District, its elected officials, officers, agents and employees based upon the work performed by Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of District for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of District. This provision shall supersede and replace all other indemnity

provisions contained either in the District's specifications or Contractor's proposal, which shall be of no force and effect.

3.4.6 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.4.7 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.4.8 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.4.9 Prior Approval Required to Subcontract. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Contractor shall require each of its subcontractors to agree in writing to be bound by the provisions of this Agreement.

3.4.10 Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without District's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of District's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

3.4.11 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

3.4.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue to be in full force and effect.

3.4.13 The Individuals Signing this Agreement. Individuals Represent and warrant that they have the right, power, and authorization to bind their respective entities to the terms of the Agreement.

3.4.14 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.4.15 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the

Parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

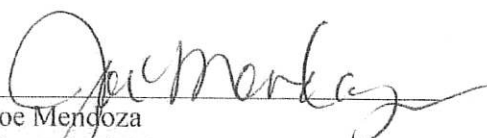
3.4.16 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to District may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Contractor informs District of such trade secret. District will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The District shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

3.4.17 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to any matter referenced herein and supersedes any and all other prior negotiations. As of the Effective Date of this Agreement, this Agreement shall supersede, and otherwise be controlling, over any and all provisions of any previous agreements, which shall be of no further force or effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

DISTRCT

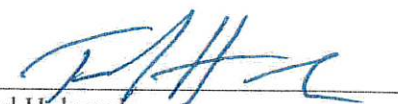
ROSSMOOR COMMUNITY
SERVICES DISTRICT



Joe Mendoza
General Manager


CONTRACTOR

ELITE SPECIAL EVENTS, INC.



Ted Holcomb
President

APPROVED AS TO FORM
FOR DISTRICT



Tarquin Preziosi
General Counsel

Exhibit "A"

SCOPE OF SERVICES



Elite Special Events, Inc
11278 Los Alamitos Blvd #101
Los Alamitos, Ca 90720
(562) 799-7737

1. Duration – The PROMOTER will organize one food truck festival that will take place at Rush Park on the following date:

December 9 (the "Event"). The hours of the Event will be from 4-9pm.

2. Exclusivity – Except as otherwise provided herein, the PROMOTER shall have the exclusive right to produce, present and promote the Event at this venue during the time and date listed above and will have exclusivity on renting space, getting sponsors and promoting the Event. DISTRICT retains the right to also promote the Event and obtain additional sponsors. DISTRICT may in its sole and absolute discretion reject and/or deny sponsorship of the Event by, and/or the rental of space to, any person or entity procured, proposed and/or identified by PROMOTER.

3. Promoter's Duties – The PROMOTER shall be responsible for all duties pertaining to the shows at the Event which includes renting space to Food Trucks, a tap truck, vendors and sponsors, organizing the carnival area, and providing the items and activities set forth in the attached Invoice/Contract Agreement #124, and staffing the entire Event. PROMOTER will provide all show equipment which includes, but not limited to, tents, stages, toilets, sinks, power, and carnival area equipment. PROMOTER will also promote and advertise the Event. PROMOTER to work with DISTRICT and its contacts to schedule stage entertainment for 2-8pm.

3.5. Provision of Alcohol – PROMOTER may provide one Tap Truck to serve alcohol at the Event, as provided in Exhibit B, within the beer garden area ("Beer Garden") depicted in Exhibit C. PROMOTER shall first obtain, and thereafter maintain for the duration of the Event, each and every state, county and/or local permit and/or license required to serve alcohol at the Event, including, but not limited to those required by the California Department of Alcoholic Beverage Control ("ABC") and the County of Orange. The Beer Garden shall be gated, secured and monitored by PROMOTER at all times to prevent access by persons under 21 and intoxicated individuals. No alcoholic beverages shall be allowed to be taken outside of the Beer Garden. PROMOTER shall provide at least one security guard currently licensed by the California Bureau of Security and Investigative Services ("Security Guard") to monitor and control access to the Beer Garden, check identification, provide crowd control and otherwise ensure that the forgoing requirements are complied with, for the duration of each Event.

4. District's Duties – The DISTRICT will provide venue to PROMOTER free and clear of any other events on the Event dates and have the Park area to be used for the Event cleaned and groomed prior to Event. DISTRICT may provide volunteer security (including Orange County Sheriff's Department cadets) to assist Elite staff with security and crowd control at event. DISTRICT will provide maintenance to assist in cleaning after the event. DISTRICT will provide public bathroom and clean after event. DISTRICT will be responsible for hiring one headline group for stage, if desired, that would play from 6:30-8:00pm. District will, in its direction, sell tickets to the Event and collect and retain payment therefore.

6. Compensation – See attached Invoice/Contract Agreement #124.












Elite Special Events, Inc
 11278 Los Alamitos Blvd #101
 Los Alamitos, Ca 90720
 (562) 799-7737

10/17/2023

Invoice/Contract Agreement #124

Event: Rossmoor Winter Festival 2023
 Date: Dec 9
 Address: 3001 Blume Dr – Rossmoor
 Hours: 4-9pm

	25-Ton Snow sledding Area 5 sledding hills, 20 sleds, groomers, rakes, shovels, 2 extreme wood ramps * Need additional 6 volunteers	\$6600
	50 bails of straw – delivered and picked up night of event. \$15each + \$150 delivery/pickup fee	\$950
	Separate snowman area attached to sledding course. 5 bails of straw to enclose with one life-size snowman that Elite staff will build. Client to provide 6X4 backdrop banner provided by city	300
	25X30 Exotic Petting Zoo – includes lamas, goats, miniature pony, tortas, pigs. Tent, lights, feed staff included. (reindeer extra). Fully staffed	\$1,900
	15X15 5 pony sweep – 5 well groomed ponies for kids 3-12 to ride on	\$900
	20X20 4-foot-high concert stage with red & white top and lights. With wings for speakers. Blocks to go over curb area to level out	\$1,800
	Carnival Kids Zone - Obstacle Course, Batter up, Frozen Bouncer, Big Baller Wipeout, Animal Kingdom. 5 staff, 5 generators	\$3,800
Banners	(6) 6X4 banners to hang on fence and walls of Rossmoor. \$100 each (1) Large 20X6 stage backdrop banner - \$400	\$1000

	(2) snowflake machines with snow juice and operator \$200 each plus attendant	\$500
	(2) snow characters – Olaf, Grinch, \$200 each	0
Walls For Santa Village	60 feet of Window Wall for Santa Village Gazebo	300
Setup/delivery fee		\$300
Staffing	6 workers for snow sledding area and snow play area	\$825
Total		\$19,175.00
Deposit due		\$9,587.00
Balance due at show		\$9,587.00

- *Deposit of half due at signing*
- *Balance paid day of the show*
- *Client will provide volunteers to help in snow and kids zone*
- *Elite to provide ticket booth and wristbands for client. Client needs ticket sellers*
- *Client will sell tickets for \$10 and keep 100% of the income*

Checks made out to Elite Special Events

We agree to the above terms and conditions:

RCSO Representative

11/15/2023
 Date

Exhibit "B"
Tap Truck Proposal



Tap Truck Proposal

Ted Holcomb- Elite Special Events



MENU

Mexican Lager
Hazy IPA
Amber Lager
Craft Seltzer
Wine Options
Pomegranate Margarita

With a different collection of beers/ drinks at each event!



ABC Information

Event Name/ Title: RCSD Winter Festival

Event Host Name: Ted Holcomb

Event Date: Saturday, December 9, 2023

Day of Event Contact: Ted Holcomb

Day of Event Contact Phone: 310-560-9122

Place of Business: 11278 Los Alamitos Blvd, Los Alamitos,
CA 90720

Event Address: 3021 Blume Dr. Rossmoor, CA 90720

Map: Event Space (see attached)

Estimated Attendance (Beer Garden): 900

Tap Truck Orange County

949.922.5147

Exhibit "C"
Site Plan

Rossmoor Winter Fest Layout Dec. 9, 2023 (4-8pm)

