

## **AGREEMENT FOR CONTRACTOR SERVICES**

### **RP Landscape & Irrigation, Inc.**

#### **Annual Citywide Landscape Maintenance Services**

This Agreement for Professional Services (the "Agreement") is made and entered into as of October 27, 2020, by and between the City of Lake Elsinore, a municipal corporation ("City") and RP Landscape & Irrigation, Inc., a Corporation ("Contractor").

### **RECITALS**

A. The City has determined that it requires the following professional services:

Landscape services for parks, beaches and parkways.

B. Contractor has submitted to City a proposal, dated August 25, 2020, attached hereto as Exhibit A ("Contractor's Proposal") and incorporated herein, to provide professional services to City pursuant to the terms of this Agreement.

C. Contractor possesses the skill, experience, ability, background, certification and knowledge to perform the services described in this Agreement on the terms and conditions described herein.

D. City desires to retain Contractor to perform the services as provided herein and Contractor desires to provide such professional services as set forth in this Agreement.

### **AGREEMENT**

1. Scope of Services. Contractor shall perform the services described in Contractor's Proposal (Exhibit A). Contractor shall provide such services at the time, place, and in the manner specified in Contractor's Proposal, subject to the direction of the City through its staff that it may provide from time to time.

2. Time of Performance.

a. Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the professional services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the professional services contemplated pursuant to this Agreement according to the agreed upon performance schedule in Contractor's Proposal (Exhibit A).

b. Performance Schedule. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the Contractor's Proposal (Exhibit A). When requested by Contractor, extensions to the time period(s) specified may be approved in writing by the City Manager.

c. Term and Compliance with Task/Work Order System. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force

and effect for a period commencing on November 1, 2020 and ending June 30, 2023. The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed 2 additional twelve (12) month renewal terms by giving written notice thereof to Contractor not less than thirty (30) days before the end of the contract term, such notice to be exercised by the City Manager.

Contractor hereby agrees and acknowledges that any and all work or services performed pursuant to this Agreement shall be based upon the issuance of a Task/Work Order by the City. Contractor acknowledges that it is not guaranteed any minimum or specific amount of work or services as all work or services shall be authorized through a Task/Work Order issued by the City.

3. Compensation. Compensation to be paid to Contractor shall be in accordance with the fees set forth in Contractor's Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Contractor's annual compensation exceed Seven Hundred Forty Three Thousand Forty Two Dollars (\$743,042) without additional written authorization from the City. Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Contractor shall promptly submit billings to the City describing the services and related work performed during the preceding month to the extent that such services and related work were performed. Contractor's bills shall be segregated by project task, if applicable, such that the City receives a separate accounting for work done on each individual task for which Contractor provides services. Contractor's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Contractor no later than forty-five (45) days after receipt of the monthly invoice by City staff.

5. Background Checks. At any time during the term of this Agreement, the City reserves the right to make an independent investigation into the background of Contractor's personnel who perform work required by this Agreement, including but not limited to their references, character, address history, past employment, education, social security number validation, and criminal or police records, for the purpose of confirming that such personnel are lawfully employed, qualified to provide the subject service or pose a risk to the safety of persons or property in and around the vicinity of where the services will be rendered or City Hall. If the City makes a reasonable determination that any of Contractor's prospective or then current personnel is deemed objectionable, then the City may notify Contractor of the same. Contractor shall not use that personnel to perform work required by this Agreement, and if necessary, shall replace him or her with a suitable worker.

6. Suspension or Termination.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of such notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City, pursuant to Section entitled "Method of Payment" herein.

7. Plans, Studies, Documents.

a. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the City upon payment to Contractor for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City shall have sole determination of the public's rights to documents under the Public Records Act, and any third-party requests of Contractor shall be immediately referred to City, without any other actions by Contractor.

b. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require that all subcontractors agree in writing that City is granted a nonexclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

c. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City, be used by Contractor for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs relating to project for which Contractor's services are rendered, or any publicity pertaining to the Contractor's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Contractor's Books and Records.

a. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor to this Agreement.

b. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

9. Independent Contractor.

a. Contractor is and shall at all times remain as to the City a wholly independent contractor pursuant to California Labor Code Section 3353. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner.

b. Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary and except for the fees paid to Contractor as provided in the Agreement, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

10. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall

indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. Interests of Contractor. Contractor (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Contractor. City has relied upon the professional training and ability of Contractor to perform the services hereunder as a material inducement to enter into this Agreement. Contractor shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

13. Compliance with Laws.

- a. Contractor shall comply with all local, state and federal laws and regulations applicable to the services required hereunder, including any rule, regulation or bylaw governing the conduct or performance of Contractor and/or its employees, officers, or board members.
- b. Contractor represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement, including a City business license.

14. Licenses. Contractor represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession. Contractor shall maintain a City of Lake Elsinore business license.

15. Indemnity. Contractor shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

16. Insurance Requirements.

a. Insurance. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Contractor for City. In the event that Contractor is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Contractor shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. General Liability Coverage. Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404

covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

iv. Professional Liability Coverage. Contractor shall maintain professional errors and omissions liability insurance appropriate for Contractor's profession for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's services under this Agreement, whether such services are provided by the Contractor or by its employees, subcontractors, or sub Contractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City Manager and City Attorney, are named as additional insureds. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Contractor shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore  
Attn: City Manager  
130 South Main Street  
Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore  
Attn: City Clerk  
130 South Main Street  
Lake Elsinore, CA 92530

If to Contractor: RP Landscape & Irrigation, Inc.  
Attn: Roy Perez  
P.O. Box 1200  
San Bernardino, CA 92402

18. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Contractor and the subcontractors listed in Exhibit B. Contractor shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express consent of the City. Contractor shall not subcontract any portion of the work to be performed under this Agreement except as provided in Exhibit B without the written authorization of the City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

19. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

20. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

21. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

22. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

23. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 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 "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

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

26. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

27. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

28. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

29. Entire Agreement; Incorporation; Conflict. This Agreement contains the entire understanding between the parties relating to the obligations described herein. All prior or contemporaneous understandings, agreements, representations and statements, oral or written, are superseded in total by this Agreement and shall be of no further force or effect. Contractor's Proposal is incorporated only for the description of the scope of services and/or the schedule of performance and no other terms and conditions from such proposal shall apply to this Agreement unless specifically agreed to in writing. In the event of conflict, this Agreement shall take precedence over those contained in the Contractor's Proposal.

30. Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.


"CITY"

CITY OF LAKE ELSINORE, a municipal corporation


DocuSigned by:  
  
\_\_\_\_\_  
AEE076A9E2464A...  
Grant Yates, City Manager

"CONTRACTOR"


RP Landscape & Irrigation, Inc., a Corporation

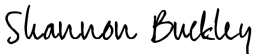
DocuSigned by:  
  
\_\_\_\_\_  
23423EFCB239403...  
By: Roy Perez  
Its: Owner

ATTEST:

DocuSigned by:  
  
\_\_\_\_\_  
2941B143740C400...  
City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
  
\_\_\_\_\_  
A3080D9090AF48C...  
City Attorney

DocuSigned by:  
  
\_\_\_\_\_  
078F535A7E42493...  
Risk Manager

Attachments: Exhibit A – Contractor's Proposal  
Exhibit B – List of Subcontractors

EXHIBIT A  
CONTRACTOR'S PROPOSAL  
[ATTACHED]



A COMPLETE LANDSCAPE SERVICE  
STATE LIC. #702393 • Q.A.L. 11133

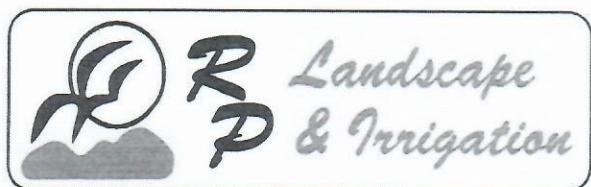
**City of Lake Elsinore**  
**Citywide Landscaping Maintenance Services**  
**(FY20-21)**

Prepared by:

Roy Perez  
August 24, 2020

## TABLE OF CONTENTS

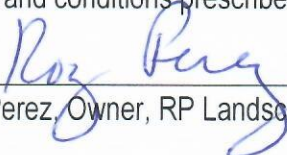
Cover Letter.....	1
Company Overview .....	3
Business Information.....	4
Company Personnel.....	5
References.....	7
Proposal Form (Exhibit A).....	8
Pricing Sheet (Exhibit B).....	11
Business Safety.....	14
Insurance.....	16
Certificate of Liability Insurance.....	
Workers Compensation Insurance.....	
Commercial Liability Insurance.....	
Licenses, Permits, and/or Certifications.....	17
Addendums.....	19



A COMPLETE LANDSCAPE SERVICE  
STATE LIC. #702393 • Q.A.L. 11133

### COVER LETTER

RP Landscape & Irrigation confirms that all elements of landscape maintenance work specified in the bid proposal for the City of Lake Elsinore FY20-21 have been reviewed and understood and agrees to the terms and conditions prescribed therein.

  
\_\_\_\_\_  
Roy Perez, Owner, RP Landscape & Irrigation, Inc.

8/25/2020  
\_\_\_\_\_  
Date

The undersigned is authorized to negotiate on behalf of the firm and will be binding for a term of 90 days from the date of submittal to the City. A 30-day window to be provided by the City of Lake Elsinore to start work.

  
\_\_\_\_\_  
Roy Perez, Owner, RP Landscape & Irrigation, Inc.

8/25/2020  
\_\_\_\_\_  
Date



A COMPLETE LANDSCAPE SERVICE  
STATE LIC. #702393 - Q.A.L. 11133

August 24, 2020

City of Lake Elsinore,

Enclosed is our bid proposal to maintain the landscape areas throughout City of Lake Elsinore. We will have a staff of 15 men with 7 trucks with all company logo and traffic safety beacon lights.

Proposed overview of operations:

- 1 man with golf cart in downtown area 7 days in the week.
- 3 man crew for west side with truck and trailer dump and small equipment to do all detailing.
- 3 man crew for east side with truck and trailer dump and small equipment to do all detailing.
- 2 man crew to trash truck to do all parks and do detailing.
- 1 Irrigation tech with truck stock with parts.
- 1 supervisor with truck to check on crews and maintain communication with city staff.
- 3 man mow crew with 2- 72" Toro recycler mowers with truck and trailer.
- 1 man with 100 gallon spray truck.

In addition, when needed we may add additional staff during the summer months to help. We will send our certified irrigation technicians to help out when needed.

We are confident with our wide range of services we will be able to maintain the City of Lake Elsinore to the highest level and provide best landscape service with the experience our company has in maintaining over 614 acres of parks, parkways, LMD and facilities for City of San Bernardino, City of Colton, City of Highland and City of Redlands.



A COMPLETE LANDSCAPE SERVICE  
STATE LIC. #702393 • Q.A.L. 11133

## **RP LANDSCAPE & IRRIGATION COMPANY OVERVIEW**

RP Landscape & Irrigation has decade's worth of experience in designing, bidding, renovating and installing landscapes using the latest technologies. You can be confident we will account for the intricacies and personality of your site. You can be sure that when you hire us you've hired not only the best, but a company that will succeed in accomplishing the job by meeting your expectations, on time and on budget.

We currently maintain 493.5 acres with the City of San Bernardino, 58.12 acres with the City of Highland, 38.7 acres with the City of Colton and 25.8 acres with the City of Redlands which includes, medians, parkways, and public parks. We also maintain shopping centers, industrial parks, home parks, homeowner associations and malls.

Our superior services set us apart. We currently employ a staff of 35 employees trained in providing professional landscape service. RP Landscape & Irrigation runs a fleet of 25 trucks along with 6 irrigation trucks and technicians providing any and all repairs that may arise. All of our trucks are identifiable with our company logo and our employees wear uniforms with name badges identifying themselves to the public.

We are a state licensed landscape contractor with a licensed pest control operator available, if necessary. We are fully bonded and meet all insurance requirements for property, trucks and employees.

RP Landscape & Irrigation offers many years of experience in sprinkler systems, irrigation systems and landscaping. We provide quality service and superior workmanship. We use only the best materials available for our systems and repairs. As licensed professionals in this industry we have an established reputation for customer satisfaction and the references to back it up.

**BUSINESS INFORMATION**

Since 1989 RP Landscape & Irrigation has offered many years of experience in sprinkler systems, irrigation systems and landscaping.

Company Name: RP Landscape & Irrigation

Firm/Individual: Roy Perez

Title: Owner

Phone: (909) 889-9987

Fax: (909) 889-9897

Email: rplandscapeinc@aol.com

Legal Structure Sole Proprietor

Address P.O. Box 1200, San Bernardino, CA 92402

Federal Employer ID 33-0953297

**Business License Numbers**

State License 702393  
(Contractors State License Number)

State License 78055  
(Pest Control State License Number)

## PERSONNEL RESUMES ASSIGNED TO PROJECT

### **Ryan Matthew**

Project Manager

QAL – #139366, Expires 12/31/22

- Has 15 years working in landscape and irrigation with the following firms (**see attachment for references**)
  - City of San Bernardino
  - City of Highland
  - City of Colton
  - City of Redlands
- Supervises and coordinates activities of workers engaged in maintenance and landscaping of facilities
- Ensures proper labor relations and conditions of employment are maintained.
- Coordinates, repairs and maintains the various grounds development, maintenance, and preventive maintenance systems.
- Performs special studies, planning, and field investigations as required.
- Writes material, equipment and repair specifications.
- Manages the daily operations of multiple Maintenance sites.
- Patrols parks to guard against vandalism and destruction.
- Maintains a high level of quality and efficiency in the field.

### **Juan Ria**

Irrigation Tech Supervisor

- Has 15 years working in landscape and irrigation.
- Maintains irrigation systems, including winterizing the systems and starting them up in spring.
- Has maintained city parks, parkways, medians as well shopping centers, apartments and Home Owner Associations (H.O.A.)
- Knowledgeable in irrigation systems from 6" water lines in city parts to 1" valves in apartments.
- Orders materials as needed and makes recommendations of supplies and equipment for purchase.
- Fluent in English and Spanish.

### **Leo Sanchez**

Grounds Keeping Worker

- Has over 5 years working in landscape and irrigation.
- Handles the tasks of prescribing pesticides, herbicides fertilizers, and organic compounds required for the development of plant.
- Responsible for supervising flood irrigation, landscape, insect maintenance crews and pre-emergent herbicides.
- Assigned the tasks of prescribing various methods of protecting, transplanting and developing shrubs, plants and trees.
- Handles the tasks of accounting for all back charges like labor and horticulture supplies for herbicides and plant materials.

**Barnabe Silva**

Grounds Keeping Worker

- Has over 5 years working in landscape and irrigation.
- Performs regular grounds and landscape maintenance. Trimming and edging around trees, shrubs, ground cover, flowers, sidewalks and buildings.
- Mows and edges lawns using power mowers and edgers.
- Responsible for removing trash and debris from public areas by regularly inspecting grounds, drains, etc.
- Uses irrigation methods to adjust the amount of water consumption and to prevent waste.

**Jesse Tabera**

Landscape Crew Leader

- Has over 20 years working in landscape and irrigation.
- Purchases materials and equipment needed by the crew to maintain the grounds.
- Assigns and supervises the activities of landscape crews engaging in planting and maintaining landscape areas.
- Responsibilities include planning and scheduling work; developing and establishing work procedures and priorities; monitoring work in progress; maintaining safety standards; complying with and supervising adherence to regulations.
- Great knowledge of current horticulture practices and modern techniques, materials, and equipment used in landscape maintenance.
- Exceptional knowledge of Pest and herbicide control techniques and irrigation repairs.
- Fluent in English and Spanish

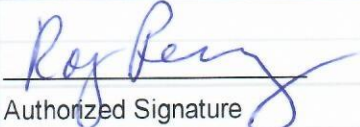
**Jose Martinez**

Grounds Keeping Worker

- Has over 5 years working in landscape and irrigation.
- Responsible for daily upkeep of property buildings and grounds which includes cleaning and removing trash.
- Applies herbicide and pesticide chemicals to grounds, trees, bushes, shrubs, and lawns.
- Responsible for the care and maintenance and inventory of all supplies.
- Provides proper upkeep of sidewalks, driveways, parking lots, fountains, planters, or other grounds features.

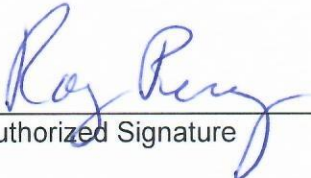
**(PROJECT MANAGER: RYAN MATTHEW)****LIST OF REFERENCES**

<b>Project Client (Name/Phone)</b>	<b>Description of Work</b>
City of San Bernardino Parks 201 N. "E" Street, Suite 301 San Bernardino, CA 92401 Contact: Sean McClintock 909-384-5052	Landscaping Maintenance of Parks, Parkways, Medians & Facilities. In charge of daily operations with field supervisors. Also, in contact with city public works manager. Supervises and coordinates activities of workers engaged in maintenance and landscaping of facilities. Orders materials, supplies and equipment as needed to maintain full operation of landscape services.
City of Highland 27215 Baseline Avenue Highland, CA 92346 Contact: Jim Richardson 909-863-0284 x101	Landscaping LMD, Parks and Facilities. Overseen all aspects of landscape project. Coordinated and developed a detailed project plan to monitor and track progress. Delegated project tasks, tracked project performance for the successful completion of short and long-term goals.
City of Redlands Quality of Life Department 35 Cajon St Redlands, CA 92373 Contact: Eric Rives 909-203-9864	Landscaping LMD of Parkways and Parks. Collaborate with crew leaders and logistical operations teams. Review the project in-depth to schedule deliverables and estimated costs. Oversee landscape project from conception to completion. Review the work progress on a daily basis. Prepare internal and external reports pertaining to job status.
City of Colton 160 S 10 <sup>th</sup> Street Colton, CA 92324 Contact: Alex Soto 909-370-5065	Landscaping LMD of Parkways and Parks. On-site work and project coordination. Kept crews on schedule and crew members motivated. Review the quality of the work completed with the project team on a regular basis to endure that it meets the project standards. Ordered materials, scheduled equipment and planned job tasks.

<u>LANDSCAPE PROPOSAL - LAKE ELSINORE PARKS</u>				
<u>EXHIBIT "A" – PRICING SHEET</u>				
	Location	Acres	Month	Annual
1	Alberhill Park	20	5368.60	64423.20
2	Canyon Hill Park	18	4831.74	57980.88
3	Christiansen Park	5.75	1543.47	18521.64
4	City Park	4	1073.72	12884.64
5	Creekside Park	7	1879.01	22548.12
6	Lakepoint Park	12.5	3355.37	40264.44
7	Lincoln Street	2.2	590.54	7086.48
8	Machado Park	5	1342.15	16105.80
9	McVicker Park	26	6979.18	83750.16
10	Oak Tree Park	2	536.86	6442.32
11	Rosetta Canyon Park	21	5637.03	67644.36
12	Serenity park	6	1610.58	19326.96
13	Summerhill Park	3.5	939.50	11274.00
14	Summerlake Park	16	4294.88	51538.56
15	Summerly Park	29	7784.47	93413.64
16	Swick & Matich Park	7	1879.01	22548.12
17	Tuscany Hills Park & School Parking Lot	7	1879.01	22548.12
18	Yarborough Park	3	805.29	9663.48
19	888 Park (Lincoln pump)	0.5	134.21	1610.58
20	Equestrian Trails- Lincoln@Terra Cotta	1.6	429.48	5153.76
21	Downtown Riverwalk	9	2415.87	28990.44
22	Public Works City Yard	0.2	53.68	644.16
23	Senior Center	0.2	53.68	644.16
	Total		\$ 55,417.33	\$ 665,007.96
				
	Authorized Signature			

**EXHIBIT "A"****EXHIBIT "A"****Pricing Sheet for****LANDSCAPE MAINTENANCE SERVICE AREA****ADDITIVE BID**

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
AB 1	Seaport Boat Launch	<u>1073.72</u>	<u>12884.64</u>
AB 2	Elm Grove Beach/parking lot	<u>1879.01</u>	<u>22548.12</u>
AB 3	Whiskers Beach/parking lot	<u>402.64</u>	<u>4831.68</u>
AB 4	Davis St Fishing Beach	<u>268.43</u>	<u>3221.16</u>
AB 5	The Small Cove - Levee (trash only)	<u>268.43</u>	<u>3221.16</u>
AB6	Launch Pointe Boat Launch/Parking Lot	<u>1536.86</u>	<u>18442.32</u>
AB7	Railroad Canyon Road Parkways Weed/ trash only – (Grape Street to Canyon Lake Border)	<u>536.86</u>	<u>6442.32</u>
AB8	Central Avenue Weeds/Trash only (Dexter Avenue to Crumpton Road)	<u>536.86</u>	<u>6442.32</u>
<b>TOTAL</b>		<b>\$ <u>6,502.81</u></b>	<b>\$ <u>78,033.72</u></b>

  
 Authorized Signature

**EXHIBIT "B"****Pricing Sheet for****LANDSCAPE MAINTENANCE SERVICE AREA****New Landscape Maintenance Service Areas****Price per Square Foot**

<u>Maintenance Service Area</u>	<u>Monthly</u>	<u>Annually</u>	
Sports Park Service Area	289.00 /	0.006634	sq.ft.
Neighborhood Park Service Area	268.43 /	0.006162	sq.ft.
Slope Service Area	248.00 /	0.005693	sq.ft.
Median Service Area	248.00 /	0.005693	sq.ft.
Community Facility Service Area	218.00 /	0.005004	sq.ft.
Trail Service Area	248.00 /	0.005693	sq.ft.

  
Authorized Signature

## EXHIBIT "B"

### CITY OF LAKE ELSINORE

#### LANDSCAPE MAINTENANCE EXTRA WORK PRICE SHEET

#### **I. Turf Maintenance (All Turf Areas)**

#### **Unit Cost**

1. Mowing (Including Bagging of Clippings)	\$ 0.0071 sq. ft.
2. Edging	\$ 0.0021 linear ft.
3. String Trimming	\$ 0.0031 linear ft.
4. Aerification (Core/3")	\$ 0.012 sq. ft.
5. Aerification (Deep Tine/6")	\$ 0.018 sq. ft.
6. Weed Removal (Manual)	\$ 32 per man hr.
7. Pest Control (Manual)	\$ 38 per man hr.
8. Fertilization (Placement Only)	\$ 0.0056 sq. ft.
9. Materials (Fertilizer, Soil Amends)	\$ 15%
10. Over seeding of Sports turf (Soccer Field, Football Field)	\$ 0.02 sq. ft. (min. 40,000 sq. ft.)
11. Over seeding of Sports turf (Baseball Field)	\$ 0.022 sq. ft. (min. 5,000 sq. ft.)
12. Over seeding of General use turf areas	\$ 0.12 sq. ft. (min. 1,000 sq. ft.)
13. Artificial Turf areas	\$ 0.01 sq. ft. (min. 1,000 sq. ft.)
14. Gypsum with Sulfur soil buster or equal	\$ 0.025 sq. ft. (min. 20lbs/1000sq.ft.)

#### **II. General Landscape Maintenance (Planters and Slope Areas)**

1. Edging (Ground Cover)	\$ 0.0071 linear ft.
2. Trimming (Shrubs, Ground Cover)	\$ 0.012 sq. ft.
3. Pruning/Shrubs, Vines, Roses	\$ 0.012 sq. ft.
4. Pruning/Trees (To 18')	\$ 95.00 each
5. Weed Removal (Manual)	\$ 32 per man hr.
6. Pest Control (Manual)	\$ 38 per man hr.
7. Fertilization (Placement Only)	\$ 0.056 sq. ft.
8. Vegetation Removal	\$ 64.00 sq. ft.
9. Materials (Fertilizer, Soil Amends)	\$ 15%

#### **III. Plant Material (Installed, All Areas)**

1. Annual Color (4" Container)	\$ 4 each
2. Ground Cover	\$ 16 flat
3. One (1) Gallon	\$ 14 each
4. Five (5) Gallon	\$ 16 each
5. Fifteen (15) Gallon	\$ 148 each
6. 24" Box Tree	\$ 295 each
7. Seeded Turf	\$ 0.80 sq. ft.
8. Sodded Turf	\$ 1.90 sq. ft.
9. Hydroseed	\$ 0.22 sq. ft.
10. Soil Preparation (Existing Area)	\$ 0.12 sq. ft.
11. Soil Preparation (New Area)	\$ 0.18 sq. ft.
12. Wood Mulch	\$ 80 cu. yd.

**IV. Irrigation System Maintenance**

- |   |                      |
|---|----------------------|
| 1. Inspection                                   | \$ <u>38</u> per hr. |
| 2. Repair (Main Line, Lateral Line, Sprinklers) | \$ <u>38</u> per hr. |
| 3. Parts  | \$ <u>20%</u>        |

**V. *General Pest Control***

- |                                  |                      |
|----------------------------------|----------------------|
| 1. Written Recommendation by PCA | \$ <u>145</u> each   |
| 2. Qualified Applicator (QAC)    | \$ <u>65</u> per hr. |
| 3. Trained Applicator            | \$ <u>45</u> per hr. |
| 4. Material                      | \$ <u>20%</u>        |

## **RP Landscape & Irrigation - Injury and Illness Prevention Program**

**Overview:** RP Landscape is committed to keeping a safe workplace. Employees are encouraged to communicate any concerns without fear of fear of reprisal.

**Audience:** All employees must adhere to the procedures and guidelines described in this document.

### **Safety Officer Assignments**

The owner will designate the person to oversee the Injury and Illness program.

#### **Roles and Responsibilities**

The safety officer is responsible for:

- Monthly Safety Meetings/Trainings
- Monthly Safety Inspections
- Maintain RP Safety Meeting Binder
- Monthly Recognition for employees adhering to previous months safety meeting/training.
- Maintain Communication Board at Yard
- Maintain and Conduct Workplace Hazard, Injury & Illness Investigations

### **Supervisor Assignments**

Supervisors are designated and may utilize irrigation techs and/or crew leaders to act in lieu and/or on behalf at the direction of supervisor.

#### **Roles and Responsibilities**

- Ensure safety topics are being adhered to.
- Receive and report safety concerns from employees to the safety officer.
- Conduct Tailgate Meetings with crew leader and/or crew

### **Safety Meetings/Trainings**

Meetings/Trainings will be conducted monthly. More meetings/trainings may be held when needed i.e. when new substances, processes, procedures, or equipment are introduced. All meetings/trainings must be documented on RP Safety Meeting. RP Safety Meetings must be maintained in binder.

## **Monthly Safety Inspections**

Inspections will be conducted monthly to identify and correct unsafe or unhealthy work practices and procedures. Inspections will be corrected in a timely manner based on severity of the hazard. When an imminent hazard exists, which cannot be immediately abated without endangering employees and/or property, remove all exposed personal from the area except those necessary to correct. Safety inspections must be kept in binder along with RP Safety Meeting used to train and/or retrain findings.

## **Workplace Hazard, Injury & Illness Investigations**

New or unrecognized hazards will be investigated by Safety Officer. Safety Meetings will be held with Supervisors and/or employees when corrective action has been discovered. Investigations will be maintained in binder with RP Safety Meetings.

## **Consequences**

Failure to comply may result in further disciplinary action up to and including termination.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Central City Insurance Agency, Inc 1030 Nevada Street Suite 106 Redlands CA 92374		<b>CONTACT NAME:</b> Pat Wagner, CIC, CISR, FLMI <b>PHONE (A/C, No, Ext):</b> (909) 307-8076 <b>FAX (A/C, No):</b> (909) 798-4107 <b>E-MAIL ADDRESS:</b> pwagner@centralcityinsurance.com															
<b>INSURED</b> R P Landscape & Irrigation P.O. Box 1200 San Bernardino CA 92402		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <th>INSURER A:</th> <th>NAIC #</th> </tr> <tr> <td>Scottsdale Ins Co</td> <td>41297</td> </tr> <tr> <td>INSURER B:</td> <td>CA Auto</td> </tr> <tr> <td>INSURER C:</td> <td>NorGuard Insurance Group</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A:	NAIC #	Scottsdale Ins Co	41297	INSURER B:	CA Auto	INSURER C:	NorGuard Insurance Group	INSURER D:		INSURER E:		INSURER F:	
INSURER A:	NAIC #																
Scottsdale Ins Co	41297																
INSURER B:	CA Auto																
INSURER C:	NorGuard Insurance Group																
INSURER D:																	
INSURER E:																	
INSURER F:																	

## COVERAGES

CERTIFICATE NUMBER: 2019-2020

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2,500 Ded per Claim <input checked="" type="checkbox"/> All Losses GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG OTHER	Y	Y	CPS3921151	10/19/2019	10/19/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP OP AGG \$ 2,000,000	
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA040000040614	04/12/2020	04/12/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Theft Prevention \$ AGGREGATE \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						PER STATUTE <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000	
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	ROWC183605	01/10/2020	01/10/2021	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Colton its directors, officials, officers, employees, agents and volunteers are named as additionally insured in respect to General Liability and Auto Liability policies per attached endorsements. Workers Compensation insurance includes Waiver of Subrogation per attached endorsement. This insurance is deemed primary and certificate holders insurance shall be non contributory.  
 Blanket A/I GLS-1505/06  
 Primary G2001 04/13  
 Blanket Waiver CG2404 05/09  
 Work Comp Waiver WC 04 03 06 4/84

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



LICENSE NUMBER **702393** Entity **INDIV**  
Business Name **R P LANDSCAPE & IRRIGATION**

Applicable Code **C27**

Expiration Date **02/28/2021**

[www.cslb.ca.gov](http://www.cslb.ca.gov)





**CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION**

1001 I STREET  
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2020  
EXPIRES: December 31, 2021

**Pest Control Business - Main  
LICENSE  
LICENSE NO. 40018**

Invalid if insurance and/or qualified person(s) lapse before expiration date.

**Mailing Address**

RP LANDSCAPE & IRRIGATION  
PO BOX 1200  
SAN BERNARDINO, CA 92402

**Business Location**

RP LANDSCAPE & IRRIGATION  
1245 S WASHINGTON AVE  
SAN BERNARDINO, CA 92408

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW  
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE



DEPARTMENT OF PESTICIDE REGULATION  
LICENSING/CERTIFICATION PROGRAM

**QAL**

QUALIFIED APPLICATOR LICENSE



**LICENSE #: 137212**

Categories: B

**EXPIRES: 12/31/2021**

Issued: 1/1/2020

**ROY D PEREZ**

PO BOX 1200  
SAN BERNARDINO, CA 92402



This License must be shown to any representative of the Director or Commissioner upon request.

**ACKNOWLEDGMENT OF ADDENDA RECEIVED**

## CITYWIDE LANDSCAPE MAINTENANCE SERVICES FY 20-21

The Bidder shall acknowledge the receipt of addenda by placing an "X" by each addendum received.

Addendum No. 1 XAddendum No. 2 XAddendum No. 3 XAddendum No. 4 XAddendum No. 5 X

If an addendum or addenda have been issued by the City and not noted above as being received by the bidder, the Bid Proposal may be rejected.

Roy Perez  
Bidder's Signature

ROY PEREZ  
Print Name

8/25/2020  
Date

Owner  
Title

EXHIBIT B

LIST OF SUBCONTRACTORS

NONE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/04/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Central City Insurance Agency, Inc. 1030 Nevada Street Suite 106 Redlands CA 92374	<b>CONTACT NAME:</b> Patricia Wagner, CIC, CISR, FLMI <b>PHONE (A/C, No, Ext):</b> (909) 307-6076 <b>FAX (A/C, No):</b> (909) 798-4107 <b>E-MAIL ADDRESS:</b> pwagner@centralcityinsurance.com														
<b>INSURED</b> Roy Perez DBA: R P Landscape & Irrigation P.O. Box 1200 San Bernardino CA 92402	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Scottsdale Ins Co</td> <td>41297</td> </tr> <tr> <td><b>INSURER B:</b> CA Auto</td> <td>38342</td> </tr> <tr> <td><b>INSURER C:</b> NorGuard Insurance Group</td> <td>31470</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Scottsdale Ins Co	41297	<b>INSURER B:</b> CA Auto	38342	<b>INSURER C:</b> NorGuard Insurance Group	31470	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
INSURER(S) AFFORDING COVERAGE	NAIC #														
<b>INSURER A:</b> Scottsdale Ins Co	41297														
<b>INSURER B:</b> CA Auto	38342														
<b>INSURER C:</b> NorGuard Insurance Group	31470														
<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															

**COVERAGES****CERTIFICATE NUMBER:** 2020-2021**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	Y	Y	CPS72448303	10/19/2020	10/19/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> \$500.00 Deductible						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> All Losses						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	<b>AUTOMOBILE LIABILITY</b>	Y	Y	BA040000040814	04/12/2020	04/12/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> Theft Prevention					\$	
	<b>UMBRELLA LIAB</b>						Each Occurrence \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N	N/A	ROWC183605	01/10/2020	01/10/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. and are named as Additional Insured per Blanket Additional Insured endorsement GLS150s 07 09

Primary and Non Contributory applies per endorsement CG 20 01 04/13, Waiver of Subrogation for General Liability applies per endorsement CG 24 04 05 09. As regards Automobile coverage Waiver and Blanket additional insured applies per endorsement MCA85100817-CA 30 day notice for cancellation, 10 day notice for cancellation by non-payment

**CERTIFICATE HOLDER****CANCELLATION**

City of Lake Elsinore 521 N Langstaff Street Lake Elsinore CA 92530	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b></p>
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

BUSINESS LICENSE

This business license is issued for revenue purposes only and does not grant authorization to operate a business. This business license is issued without verification that the holder is subject to or exempted from licensing by the state, county, federal government, or any other governmental agency.

**Business Name:** RP LANDSCAPE & IRRIGATION  
**Business Location:** 1905 W RIALTO AVE  
SAN BERNARDINO, CA 92410-1618  
**Owner Name(s):** ROY PEREZ

RP LANDSCAPE & IRRIGATION  
PO BOX 1200  
SAN BERNARDINO, CA 92402-1268

CITY OF LAKE ELSINORE

*Administrative Services - Licensing*  
130 South Main Street, Lake Elsinore, CA 92530  
PH (951) 674-3124

**BUSINESS LICENSE NO.** 025530  
**Business Type:** LANDSCAPING CONTRACTOR

**Issue Date:** 11/5/2020 **Expiration Date:** 11/30/2021

TO BE POSTED IN A CONSPICUOUS PLACE

THIS IS YOUR LICENSE • NOT TRANSFERABLE