

5) **Amendment No. 3 to the Agreement for Contractor Services with RP Landscape & Irrigation, Inc. for Citywide Park Maintenance Services**

Approve and authorize the City Manager to execute Amendment No. 3 to the Agreement with RP Landscape & Irrigation, Inc. for Citywide Park Maintenance Services to increase compensation by an additional \$61,920.14 for a total amount not to exceed \$1,109,462.14 per Fiscal Year in such final form as approved by the City Attorney.



REPORT TO CITY COUNCIL

To: Honorable Mayor and Members of the City Council

From: Jason Simpson, City Manager

Prepared by: Rick DeSantiago, Public Works Manager

Date: August 8, 2023

Subject: Amendment No. 3 to the Agreement for Contractor Services with RP Landscape & Irrigation, Inc. for Citywide Park Maintenance Services

Recommendation

Approve and authorize the City Manager to execute Amendment No. 3 to the Agreement with RP Landscape & Irrigation, Inc. for Citywide Park Maintenance Services to increase compensation by an additional \$61,920.14 for a total amount not to exceed \$1,109,462.14 per Fiscal Year in such final form as approved by the City Attorney.

Background

The City entered into original Contractor Services Agreement on October 27, 2020, for \$743,042.00 for Citywide Park Maintenance Services. On June 28, 2022, the City approved Amendment No. 1 by an additional \$206,000.00 to cover additional services. On July 11, 2023, the City approved Amendment No. 2 by an additional \$98,500.00 to cover additional services. The City of Lake Elsinore is responsible for maintaining City-owned parks, beaches, parking lots, and parkways; and due to the high volume of maintenance work this job entails, the City contracts with vendors to supplement staff's efforts to keep up with the workload.

Discussion

Amendment No. 3 is being requested to incorporate additional landscape maintenance services for parks and community facilities, plant replacement and unforeseen repairs completed by RP Landscape & Irrigation, Inc. at City request. These additional services are itemized in the invoices attached to the proposed Amendment No. 3.

Amendment No. 3 for Contractor Services with RP Landscape

Fiscal Impact

Funds are available in the City's Fiscal Year 22-23 Annual Citywide Landscape Maintenance Program and Operating Budget.

Attachments

Attachment 1- Amendment No. 3
Exhibit A- Invoice

Attachment 2 - Amendment No. 2

Attachment 3 - Amendment No. 1

Attachment 4 - Original Agreement

**AMENDMENT NO. 3
TO AGREEMENT FOR CONTRACTOR SERVICES**

RP Landscape & Irrigation, Inc.

Annual Citywide Landscape Maintenance Services

This Amendment No. 3 to Agreement for Contractor Services is made and entered into as of 8/8/2023, by and between the City of Lake Elsinore, a municipal corporation ("City"), and RP Landscape & Irrigation, Inc., a Corporation ("Contractor").

RECITALS

A. The City and Contractor have entered into that certain Agreement for Contractor Services dated as of 10/27/2020, (the "Original Agreement"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

B. The Original Agreement provided for compensation to Contractor in an amount of Seven Hundred Forty-Three Thousand Forty-Two dollars (\$743,042.00).

C. The Original Agreement had a term commencing on November 1, 2020, and ending June 30, 2023. The City may, at its discretion, extend the term of this Agreement on a 12-month basis not to exceed 2 additional twelve (12) month renewal terms.

D. Amendment No. 1 to the Original Agreement was executed on 6/28/2022 to increase the amount of compensation by Two Hundred Six Thousand Dollars and Zero Cents (\$206,000.00).

E. Amendment No. 2 to the Original Agreement was executed on 7/11/2023 to increase the amount of compensation by Ninety-Eight Thousand Five Hundred and Zero Cents (\$98,500.00).

F. The parties now desire to increase the payment for such services as set forth in this Amendment No 3.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Contractor agree as follows:

1. Section 3, Compensation, of the Original Agreement is hereby amended to read in its entirety as follows:

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 One Million One Hundred Nine Thousand Four Hundred Sixty-Two Dollars and Fourteen Cents. (\$1,109,462.14) without additional written authorization from the City Council. 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.

2. Except for the changes specifically set forth herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to be executed on the respective dates set forth below.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONTRACTOR”

RP Landscape & Irrigation, Inc., a Corporation

City Manager

Roy Perez, Owner

Date: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

Attachments: Exhibit A-1 – Contractor’s Proposal

EXHIBIT A-1

CONTRACTOR 'S PROPOSAL

[ATTACHED]

RP Landscape & Irrigation

PO Box 1200
San Bernardino, CA 92402

RECEIVED

JUL 05 2023

ACCOUNTS PAYABLE

DATE	INVOICE NO.
6/29/2023	10252

RECEIVED
JUL 6 0 2023
By:

BILL TO
City of Lake Elsinore Finance Department 130 S Main Street Lake Elsinore, CA 92530

JOB NAME

P.O. NO.	TERMS	DUE DATE
	Due on receipt	6/29/2023

DESCRIPTION	QTY	RATE	AMOUNT
Landscape maintenance service for the month of June 2023.			
Alberhill Park		5,368.60	5,368.60
Canyon Hill Park		4,831.74	4,831.74
Christiansen Park		1,543.47	1,543.47
City Park		1,073.72	1,073.72
Creekside Park		1,879.01	1,879.01
Lakepoint Park		3,355.37	3,355.37
Lincoln Park		590.54	590.54
Machado Park		1,342.15	1,342.15
McVicker Park		6,979.18	6,979.18
Oak Tree Park		536.86	536.86
Rosetta Canyon Park		5,637.03	5,637.03
Serenity Park		1,610.58	1,610.58
Summerhill Park		939.50	939.50
Summerlake Park		4,294.88	4,294.88
Summerly Park		7,784.47	7,784.47
Swick & Matich Park		1,879.01	1,879.01
Tuscany Hills Park & School Parking Lot		1,879.01	1,879.01
Yarborough Park		805.29	805.29
888 Park		134.21	134.21
Equestrian Trail		429.48	429.48
Downtown Riverwalk		2,415.87	2,415.87
Public Works City Yard		53.68	53.68
Senior Center		53.68	53.68
Seaport Boat Launch		1,073.72	1,073.72
Elm Grove Beach/parking lot		1,879.01	1,879.01
Whiskers Beach/parking lot		402.64	402.64
Davis Street Fishing Beach		268.43	268.43
We appreciate your prompt payment.		Total	

Phone #	Fax #	E-mail
909-889-9987	909-889-9897	rplandscapeinc@gmail.com

RP Landscape & Irrigation

PO Box 1200
San Bernardino, CA 92402

DATE	INVOICE NO.
6/29/2023	10252

BILL TO
City of Lake Elsinore Finance Department 130 S Main Street Lake Elsinore, CA 92530

JOB NAME

P.O. NO.	TERMS	DUE DATE
	Due on receipt	6/29/2023

DESCRIPTION	QTY	RATE	AMOUNT
The Small Cove Levee		268.43	268.43
Launch Pointe Boat Launch/Parking Lot		1,536.86	1,536.86
Railroad Canyon Road Parkways		536.86	536.86
Central Avenue		536.86	536.86
We appreciate your prompt payment.		Total	\$61,920.14

Phone #	Fax #	E-mail
909-889-9987	909-889-9897	rplandscapeinc@gmail.com

**AMENDMENT NO. 2
TO AGREEMENT FOR CONTRACTOR SERVICES**

RP Landscape & Irrigation, Inc.

Annual Citywide Landscape Maintenance Services

This Amendment No. 2 to Agreement for Contractor Services is made and entered into as of 7/11/2023, by and between the City of Lake Elsinore, a municipal corporation ("City"), and RP Landscape & Irrigation, Inc., a Corporation ("Contractor").

RECITALS

A. The City and Contractor have entered into that certain Agreement for Contractor Services dated as of 10/27/2020, (the "Original Agreement"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

B. The Original Agreement provided for compensation to Contractor in an amount of Seven Hundred Forty-Three Thousand Forty-Two dollars (\$743,042.00).

C. The Original Agreement had a term commencing on November 1, 2020, and ending June 30, 2023. The City may, at its discretion, extend the term of this Agreement on a 12-month basis not to exceed 2 additional twelve (12) month renewal terms.

D. Amendment No. 1 to the Original Agreement was executed on 6/28/2022 to increase the amount of compensation by Two Hundred Six Thousand Dollars and Zero Cents (\$206,000.00).

E. The parties now desire to increase the payment to compensate Contractor for additional landscape maintenance services for parks and community facilities, plant replacement and unforeseen repairs completed at City request as set forth in this Amendment No 2.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Contractor agree as follows:

1. Section 1, Scope of Services, of the Original Agreement is hereby amended to add the following:

Contractor shall also perform the services described in Contractor's 5/29/2023 Invoices (attached to this Amendment No. 2 as Exhibit A-1).

2. Section 3, Compensation, of the Original Agreement is hereby amended to read in its entirety as follows:

Notwithstanding the foregoing, for the purposes of Amendment No. 2 and the term thereof, compensation to be paid to the Contractor shall be in accordance with the Schedule of Charges set forth in Contractor's Invoices (Exhibit A-1). In no event shall Contractor's compensation related to Exhibit A-1 to Amendment No. 2 exceed One Million Forty-Seven Thousand Five Hundred Forty-Two Dollars and Zero Cents. (\$1,047,542.00) for Fiscal Year 22-23 without additional written authorization from the City Council.

Notwithstanding any provision of Contractor 's invoices to the contrary, out of pocket expenses set forth in Exhibit A-1 respectively, 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.

3. Except for the changes specifically set forth herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be executed on the respective dates set forth below.

"CITY"

"CONTRACTOR"

CITY OF LAKE ELSINORE, a municipal corporation

RP Landscape & Irrigation, Inc., a Corporation

DocuSigned by:
Jason Simpson
1F551F00E0FE412...
City Manager

DocuSigned by:
Roy Perez
8040F20E0E904D4...
Roy Perez, Owner

Date: 7/21/2023 | 4:58 PM PDT

Date: 7/21/2023 | 4:42 PM PDT

ATTEST:

DocuSigned by:
CAJ
2941B149748C400...
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Barbara Leibold
A3000D9090AF48C...
City Attorney

DocuSigned by:
Shannon Buckley
678FB33A1E42496...
Assistant City Manager

Attachments: Exhibit A-1 – Contractor 's Proposal

EXHIBIT A-1

CONTRACTOR 'S PROPOSAL

[ATTACHED]

RP Landscape & Irrigation

PO Box 1200
San Bernardino, CA 92402

DATE	INVOICE NO.
5/29/2023	10234

BILL TO
City of Lake Elsinore Finance Department 130 S Main Street Lake Elsinore, CA 92530

JOB NAME
<p style="text-align: right;">RECEIVED MAY 31 2023 ACCOUNTS PAYABLE</p>



P.O. NO.	TERMS	DUE DATE
	Due on receipt	5/29/2023

DESCRIPTION	QTY	RATE	AMOUNT
Landscape maintenance service for the month of May 2023.			
Alberhill Park		5,368.60	5,368.60
Canyon Hill Park		4,831.74	4,831.74
Christiansen Park		1,543.47	1,543.47
City Park		1,073.72	1,073.72
Creekside Park		1,879.01	1,879.01
Lakepoint Park		3,355.37	3,355.37
Lincoln Park		590.54	590.54
Machado Park		1,342.15	1,342.15
McVicker Park		6,979.18	6,979.18
Oak Tree Park		536.86	536.86
Rosetta Canyon Park		5,637.03	5,637.03
Serenity Park		1,610.58	1,610.58
Summerhill Park		939.50	939.50
Summerlake Park		4,294.88	4,294.88
Summerly Park		7,784.47	7,784.47
Swick & Matich Park		1,879.01	1,879.01
Tuscany Hills Park & School Parking Lot		1,879.01	1,879.01
Yarborough Park		805.29	805.29
888 Park		134.21	134.21
Equestrian Trail		429.48	429.48
Downtown Riverwalk		2,415.87	2,415.87
Public Works City Yard		53.68	53.68
Senior Center		53.68	53.68
Seaport Boat Launch		1,073.72	1,073.72
Elm Grove Beach/parking lot		1,879.01	1,879.01
Whiskers Beach/parking lot		402.64	402.64
Davis Street Fishing Beach		268.43	268.43
We appreciate your prompt payment.		Total	

Phone #	Fax #	E-mail
909-889-9987	909-889-9897	rplandscapeinc@gmail.com

RP Landscape & Irrigation

PO Box 1200
 San Bernardino, CA 92402

DATE	INVOICE NO.
5/29/2023	10234

BILL TO
City of Lake Elsinore Finance Department 130 S Main Street Lake Elsinore, CA 92530

JOB NAME

P.O. NO.	TERMS	DUE DATE
	Due on receipt	5/29/2023

DESCRIPTION	QTY	RATE	AMOUNT
The Small Cove Levee		268.43	268.43
Launch Pointe Boat Launch/Parking Lot		1,536.86	1,536.86
Railroad Canyon Road Parkways		536.86	536.86
Central Avenue		536.86	536.86
We appreciate your prompt payment.		Total	\$61,920.14

Phone #	Fax #	E-mail
909-889-9987	909-889-9897	rplandscapeinc@gmail.com

RP Landscape & Irrigation

PO Box 1200
San Bernardino, CA 92402

DATE	INVOICE NO.
5/29/2023	10220

BILL TO
City of Lake Elsinore Finance Department 130 S Main Street Lake Elsinore, CA 92530

JOB NAME
Elm Grove

RECEIVED
MAY 31 2023
ACCOUNTS PAYABLE

P.O. NO.	TERMS	DUE DATE
	Due on receipt	5/29/2023

DESCRIPTION	QTY	RATE	AMOUNT
Planted at Elm Grove 35-5 gallon Wax Leaf Privets/Ligustrum on 05/5/2023 Total Materials & Labor	35	24.00	840.00
Please Sign For Approval and Return. Estimate good for 10 days.			Total \$840.00

Phone #	Fax #	E-mail
909-889-9987	909-889-9897	rlandscapeinc@gmail.com

RP Landscape & Irrigation

PO Box 1200
 San Bernardino, CA 92402

PAST DUE

DATE	INVOICE NO.
3/31/2023	10197

BILL TO			
City of Lake Elsinore Finance Department 130 S Main Street Lake Elsinore, CA 92530			
<table border="1"> <tr> <td>RECEIVED</td> </tr> <tr> <td>JUN - 2 2023</td> </tr> <tr> <td>By:</td> </tr> </table>	RECEIVED	JUN - 2 2023	By:
RECEIVED			
JUN - 2 2023			
By:			

JOB NAME			
Canyon Hills Park			
<table border="1"> <tr> <td>RECEIVED</td> </tr> <tr> <td>MAY 31 2023</td> </tr> <tr> <td>ACCOUNTS PAYABLE</td> </tr> </table>	RECEIVED	MAY 31 2023	ACCOUNTS PAYABLE
RECEIVED			
MAY 31 2023			
ACCOUNTS PAYABLE			

P.O. NO.	TERMS	DUE DATE
	Due on receipt	3/31/2023

DESCRIPTION	QTY	RATE	AMOUNT
Removed valves in grass area where artificial turf being installed and cap off water mainline on March 9 & 10 2023. Total Labor		3,220.00	3,220.00
We appreciate your prompt payment.		Total	\$3,220.00

Phone #	Fax #	E-mail
909-889-9987	909-889-9897	rplandscapeinc@gmail.com

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: CPS7669677

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WITH WHOM THE INSURED HAS AGREED TO WAIVE RIGHTS OF RECOVERY, PROVIDED SUCH AGREEMENT IS MADE IN WRITING AND PRIOR TO THE LOSS. UNITED STATES

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.


 ENDORSEMENT
 NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7669677	10/19/2022	ROY PEREZ DBA R P LANDSCAPE & IRRIGATION	04027

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. Exclusions of **SECTION I—COVERAGES**:

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
 4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
 5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

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- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

AUTHORIZED REPRESENTATIVE / DATE

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**WC ON 04 WS A
(Ed. 01-19)**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Blanket Waiver: The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Specific Waiver: The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Blanket Waiver of Subrogation

Job Description

As respects to all CA jobs performed by the named insured during the policy period where by written contract a waiver of subrogation is required prior to the commencement of work.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 01/10/2023
Insured Perez, Roy dba R P
Landscape & Irrigation

Policy No.: PSIC12300 - 02
Insurance Company Palomar Specialty Insurance Company

Endorsement No.:

Countersigned By _____



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

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: 12/1/2022 **Expiration Date:** 11/30/2023

RP LANDSCAPE & IRRIGATION
PO BOX 1200
SAN BERNARDINO, CA 92402-1271

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>

TO BE POSTED IN A CONSPICUOUS PLACE

THIS IS YOUR LICENSE • NOT TRANSFERABLE

**AMENDMENT NO. 1
TO AGREEMENT FOR CONTRACTOR SERVICES**

RP Landscape & Irrigation, Inc.

Annual Citywide Landscape Maintenance Services

This Amendment No. 1 to Agreement for Contractor Services is made and entered into as of 6/28/2022, by and between the City of Lake Elsinore, a municipal corporation ("City"), and RP Landscape & Irrigation, Inc., a Corporation ("Contractor").

RECITALS

A. The City and Contractor have entered into that certain Agreement for Contractor Services dated as of 10/27/2020, (the "Original Agreement"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

B. The Original Agreement provided for compensation to Contractor in an amount of Seven Hundred Forty-Three Thousand Forty-Two dollars (\$743,042).

C. The Original Agreement had a term commencing 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.

D. The parties now desire to amend the scope of services and increase the payment for such services as set forth in this Amendment No 1.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Contractor agree as follows:

1. Section 1, Scope of Services, of the Original Agreement is hereby amended to add the following:

Contractor shall also perform the services described in Contractor's 6/1/2022 Proposal (attached to this Amendment No. 1 as Exhibit A-1). Contractor shall provide such services at the time, place, and in the manner specified in Exhibit A-1, subject to the direction of the City through its staff that it may provide from time to time.

2. Section 2, Compensation, of the Original Agreement is hereby amended to read in its entirety as follows:

Notwithstanding the foregoing, for purposes of Amendment No. 1 and the term thereof, compensation to be paid to Contractor shall be in accordance with the Schedule of Charges set forth in Contractor's Proposal (referenced collectively as Exhibit A-1 Amendment No. 1). In no event shall Contractor's compensation related to Exhibit A-1 to Amendment No. 1 exceed Nine Hundred Forty-Nine Thousand Forty-Two dollars (\$949,042) without additional written authorization from the City Council.

3. Except for the changes specifically set forth herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed on the respective dates set forth below.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONTRACTOR”

RP Landscape & Irrigation, Inc., a Corporation

DocuSigned by:
Jason Simpson
1F551F08E0FC412...
City Manager

DocuSigned by:
Roy Perez
0040F20ECE304D4...
Roy Perez, Owner

Date: 7/7/2022 | 4:38 PM PDT

Date: 7/7/2022 | 4:10 PM PDT

ATTEST:

DocuSigned by:
CA
2941B149748C400...
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Barbara Leibold
A3060D8090AF48C...
City Attorney

DocuSigned by:
Shannon Buckley
078FB33A1E42495...
Assistant City Manager

Attachments: Exhibit A-1 – Contractor’s Proposal

EXHIBIT A-1

CONTRACTOR 'S PROPOSAL

[ATTACHED]



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

June 1, 2022

City of Lake Elsinore
130 S. Main St.
Lake Elsinore, CA 92530

Dear Rick,

This letter is to express our interest in renewing our existing Annual Citywide Landscape Maintenance Services contract with the City for an additional year. We will honor our current landscape maintenance contract amount, with the exception of the unit cost pricing for extra work. Due to unforeseen cost increases to material and labor, we are requesting an adjustment to the extra work pricing. Please see the attached worksheet for the proposed price adjustments. I look forward to hearing from you.

Sincerely,

Roy Perez, Owner

EXHIBIT "B"
CITY OF LAKE ELSINORE

**LANDSCAPE MAINTENANCE EXTRA WORK
PRICE SHEET**

I. Turf Maintenance (All Turf Areas)

	<u>Unit Cost</u>
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> |

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)	\$ 0.0081	sq. ft.
2. Edging	\$ 0.021	linear ft.
3. String Trimming	\$ 0.03	linear ft.
4. Aerification (Core/3")	\$ 0.014	sq. ft.
5. Aerification (Deep Tine/6")	\$ 0.020	sq. ft.
6. Weed Removal (Manual)	\$ 38.00	per man hr.
7. Pest Control (Manual)	\$ 42.00	per man hr.
8. Fertilization (Placement Only)	\$ 0.0066	sq. ft.
9. Materials (Fertilizer, Soil Amends)	\$ 15%	
10. Over seeding of Sports turf (Soccer Field, Football Field)	\$ 0.06	sq. ft. (min. 40,000 sq. ft.)
11. Over seeding of Sports turf (Baseball Field)	\$ 0.06	sq. ft. (min. 5,000 sq. ft.)
12. Over seeding of General use turf areas	\$ 0.05	sq. ft. (min. 1,000 sq. ft.)
13. Artificial Turf areas	\$ 12.33	sq. ft. (min. 1,000 sq. ft.)
14. Gypsum with Sulfur soil buster or equal	\$ 0.065	sq. ft. (min. 20lbs/1000sq.ft.)

II. General Landscape Maintenance (Planters and Slope Areas)

1. Edging (Ground Cover)	\$ 0.0091	linear ft.
2. Trimming (Shrubs, Ground Cover)	\$ 0.03	sq. ft.
3. Pruning/Shrubs, Vines, Roses	\$ 0.06	sq. ft.
4. Pruning/Trees (To 18')	\$ 165.00	each
5. Weed Removal (Manual)	\$ 42.00	per man hr.
6. Pest Control (Manual)	\$ 58.00	per man hr.
7. Fertilization (Placement Only)	\$ 0.056	sq. ft.
8. Vegetation Removal	\$ 68.00	sq. ft.
9. Materials (Fertilizer, Soil Amends)	\$ 15%	

III. Plant Material (Installed, All Areas)

1. Annual Color (4" Container)	\$ 7.00	each
2. Ground Cover	\$ 22.00	flat
3. One (1) Gallon	\$ 18.00	each
4. Five (5) Gallon	\$ 24.00	each
5. Fifteen (15) Gallon	\$ 265.00	each
6. 24" Box Tree	\$ 345.00	each
7. Seeded Turf	\$ 0.85	sq. ft.
8. Sodded Turf	\$ 2.15	sq. ft.
9. Hydroseed	\$ 0.38	sq. ft.
10. Soil Preparation (Existing Area)	\$ 0.18	sq. ft.
11. Soil Preparation (New Area)	\$ 0.24	sq. ft.
12. Wood Mulch	\$ 120.00	cu. yd.

IV. Irrigation System Maintenance

- | | |
|---|-----------------------|
| 1. Inspection | \$48.00 _____ per hr. |
| 2. Repair (Main Line, Lateral Line, Sprinklers) | \$68.00 _____ per hr. |
| 3. Parts | \$ 15% _____ |

V. *General Pest Control*

- | | |
|----------------------------------|------------------------|
| 1. Written Recommendation by PCA | \$ 245.00 _____ each |
| 2. Qualified Applicator (QAC) | \$ 85.00 _____ per hr. |
| 3. Trained Applicator | \$48.00 _____ per hr. |
| 4. Material | \$ 15% _____ |

RP Landscape & Irrigation
 PO Box 1200
 San Bernardino, CA 92402

Estimate

DATE	ESTIMATE NO.
3/23/2022	183

NAME / ADDRESS
City of Lake Elsinore Finance Department 130 S Main Street Lake Elsinore, CA 92530

Ship To
Canyon Hills Park/Soccer Field II

P.O. NO.	TERMS	PROJECT

DESCRIPTION	QTY	Total
Here's the price to reseed Soccer Field next to restrooms with Sport Field II Bermuda grass seed. We will be leveling low spots with top soil and install temporary chain link fencing. Total Materials & Labor Increase 5% for Grass Seed & Fertilizer		13,425.00 671.25
We appreciate your prompt payment.		Total \$14,096.25

Phone #
909-889-9987

E-mail
rplandscapeinc@gmail.com

Handwritten: Sme 3/23/22

RP Landscape & Irrigation
 PO Box 1200
 San Bernardino, CA 92402

Estimate

DATE	ESTIMATE NO.
3/23/2022	184

NAME / ADDRESS
City of Lake Elsinore Finance Department 130 S Main Street Lake Elsinore, CA 92530

Ship To
Alberhill Park Soccer Fields

P.O. NO.	TERMS	PROJECT

DESCRIPTION	QTY	Total
Here's the price to reseed soccer field with Sport Field II Bermuda grass seed. We will be leveling low spots with top soil and install temporary chain link fencing. Total Materials & Labor Increase of 5% for Grass Seed & Fertilizer		34,457.00 1,722.85
We appreciate your prompt payment.		Total \$36,179.85

Phone #
909-889-9987

E-mail
rplandscapeinc@gmail.com

DMB 3/23/22

RP Landscape & Irrigation
 PO Box 1200
 San Bernardino, CA 92402

Estimate

DATE	ESTIMATE NO.
5/12/2022	191

NAME / ADDRESS
City of Lake Elsinore Finance Department 130 S Main Street Lake Elsinore, CA 92530

Ship To
Summerly Park

P.O. NO.	TERMS	PROJECT
	Due on receipt	

DESCRIPTION	QTY	Total
<p>Here's the price to over seed 4-baseball fields, 1-soccer field, also turf area between ballfields and dog park.</p> <ol style="list-style-type: none"> 1. Fill in low spots with top soil. 2. Treat weeds in turf before seeding. 3. Adjust and repair irrigation reset valve boxes to level. 4. Treat for rodents. 5. Seed with Hybrid Bermuda. 6. Temporary Fencing. <p>All turf will be aerated to break up soil and to drop seed for optimal growth.</p> <p>Total Materials & Labor</p>		53,853.45
<p>Please Sign For Aproval and Return. Estimate good for 30 days.</p>		<p>Total \$53,853.45</p>

Phone #
909-889-9987

E-mail
rlandscapeinc@gmail.com

One
5/12/22



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/11/2022

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).

PRODUCER Central City Insurance Agency, Inc. 1030 Nevada Street Suite 106 Redlands CA 92374	CONTACT NAME: Patricia Wagner, CIC, CISR PHONE (A/C, No, Ext): (909) 307-6076 FAX (A/C, No): (909) 798-4107 E-MAIL ADDRESS: pwagner@centralcityinsurance.com														
INSURED 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: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Scottsdale Ins Co</td> <td style="text-align: center;">41297</td> </tr> <tr> <td>INSURER B : CA Auto</td> <td style="text-align: center;">38342</td> </tr> <tr> <td>INSURER C : Preferred Professional Insurance Company</td> <td style="text-align: center;">36234</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(S) AFFORDING COVERAGE	NAIC #	INSURER A : Scottsdale Ins Co	41297	INSURER B : CA Auto	38342	INSURER C : Preferred Professional Insurance Company	36234	INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: 2022-2023 REVISION NUMBER:

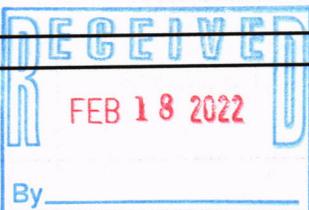
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CPS7461114	10/19/2021	10/19/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		BA040000040814	04/12/2022	04/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Theft Prevention \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						\$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	ON12300-01	01/10/2022	01/10/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 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 12-19, Waiver of Subrogation for General Liability applies per endorsement CG 24 04 12 19 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 City of Lake Elsinore 521 N Langstaff Street Lake Elsinore CA 92530	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
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 ENDORSEMENT
 NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7461114	10/19/2021	ROY PEREZ DBA R P LANDSCAPE & IRRIGATION	04027

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. **Exclusions of SECTION I—COVERAGES:**

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
 4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
 5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

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- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

AUTHORIZED REPRESENTATIVE

DATE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: CPS7461114

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION WITH WHOM THE INSURED HAS AGREED TO WAIVE RIGHTS OF RECOVERY, PROVIDED SUCH AGREEMENT IS MADE IN WRITING AND PRIOR TO THE LOSS. UNITED STATES</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the Insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 1.02 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

All CA Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. ON 12300-01
Insurance Company

Endorsement No.

Countersigned By



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
- II. EMPLOYEES AS INSURED
- III. AUTOMATIC ADDITIONAL INSURED
- IV. EMPLOYEE HIRED AUTO LIABILITY
- V. SUPPLEMENTARY PAYMENTS
- VI. FELLOW EMPLOYEE COVERAGE
- VII. ADDITIONAL TRANSPORTATION EXPENSE
- VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
- IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
- X. LOAN/LEASE GAP COVERAGE
- XI. GLASS REPAIR – DEDUCTIBLE WAIVER
- XII. TWO OR MORE DEDUCTIBLES
- XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
- XIV. WAIVER OF SUBROGATION
- XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
- XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
- XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
- XVIII. HIRED AUTO – COVERAGE TERRITORY
- XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- e. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

III. AUTOMATIC ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

IV. EMPLOYEE HIRED AUTO LIABILITY

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

V. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

VI. FELLOW EMPLOYEE COVERAGE:

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee

This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

VII. ADDITIONAL TRANSPORTATION EXPENSE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

- c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:
- (1) The most we will pay for "loss" to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is less
 - (2) \$500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightning
- Subject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:
This exclusion does not apply to the accidental discharge of an airbag.

X. LOAN/LEASE GAP COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
- a. The amount paid under the Physical Damage Coverage Section of the policy; and
 - b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

XI. GLASS REPAIR – DEDUCTIBLE WAIVER

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

XII. TWO OR MORE DEDUCTIBLES

SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

1. If the applicable Business Auto deductible is the smallest, it will be waived; or
2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an

"accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

XIV. WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

e. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

XVIII. HIRED AUTO - COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if:, is replaced by the following:

e. Anywhere in the world if:

- (1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

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

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: 12/1/2021 **Expiration Date:** 11/30/2022

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

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>

TO BE POSTED IN A CONSPICUOUS PLACE

THIS IS YOUR LICENSE • NOT TRANSFERABLE

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

“CONTRACTOR”

RP Landscape & Irrigation, Inc., a Corporation

DocuSigned by:
Grant Yates
AEE076A9E2264A...
Grant Yates, City Manager

DocuSigned by:
Roy Perez
23423EFCB233483...
By: Roy Perez
Its: Owner

ATTEST:

DocuSigned by:
CA
2941B143740C400...
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Barbara Leibold
A3080D9090AF48C...
City Attorney

DocuSigned by:
Shannon Buckley
978F535A7E42493...
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

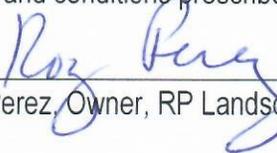
Addendums..... 19



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**

Project Client (Name/Phone)	Description of Work
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 th 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>
TOTAL		\$ <u>6,502.81</u>	\$ <u>78,033.72</u>



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.



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number: **702393** Entity: INDIV
Business Name: R P LANDSCAPE & IRRIGATION

Application(s): C27

Expiration Date: 02/28/2021

www.csib.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 X
Addendum No. 2 X
Addendum No. 3 X
Addendum No. 4 X
Addendum 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

8/25/2020
Date

ROY PEREZ
Print Name

Owner
Title

EXHIBIT B
LIST OF SUBCONTRACTORS
NONE

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