

## SHORT FORM PURCHASE OF SERVICE CONTRACT

The parties to this Short Form Purchase of Goods and/or Services Contract (Contract) do mutually agree and promise as follows:

**1. Parties:** The parties to this Contract are the CITY OF LAKE ELSINORE, a municipal corporation (City) and the following named Contractor:

(Name) The Landscape Center

(Street Address) 9505 Cleveland Ave

(City/State/Zip) Riverside, CA 92503

(Telephone) (951) 352-8383

(Taxpayer ID #) 33-0124289

(City Business License #) LIC-2017-02632

**2. Term:** The effective date of this contract is 04/23/2019 and it terminates upon completion unless sooner terminated as provided herein.

### **3. Contractor's Obligations:**

(a) To the satisfaction of the City's Project Manager, Contractor shall provide the following goods and/or services: (Attach extra sheet/s if necessary)  
See Exhibit A, The Landscape Center Proposal with Scope of Work

(b) Contractor shall perform the above-referenced services or delivery the required goods at or to the following specified location/s: (Attach extra sheet/s if necessary) delivery and plant trees and plants as listed.

**4. Supplemental Conditions:** This Contract is subject to the Supplemental Conditions attached hereto, which are incorporated herein by reference.

**5. Compensation:** Contractor's total compensation for the goods and/or services performed under this Contract is **\$250,000.00** to be paid as **(check one)**: (1) ☒ lump sum upon completion of all Contractor's Obligations; (2) ☐ lump sum per-task in the amounts indicated below, payable upon completion of each task; (3) ☐ lump sum per-task in the amounts indicated

below, payable in monthly installments not to exceed the percentage completion of each task; (4) ☐ per attached written quote, up to a guaranteed not-to-exceed amount of **\$250,000.00**

Task	Amount
<ul style="list-style-type: none"><li>• 12' to 20' Palm trees – various specimen trees (all diamond cut (cat eye) trunk and pineapple cut the top portion of the tree trunk</li><li>• 24 inch box trees - various</li><li>• 5 gal plant material - various</li><li>• 1-5 gal plant material - various</li></ul>	<b>\$250,000</b>

**6. Signatures:** These signatures attest the parties' agreement hereto:

**CONTRACTOR:** The Landscape Center

Print Name/Title Dillon Reynolds

**CITY OF LAKE ELSINORE,**  
a municipal corporation:

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
City Project Manager

Approved as to content/Insurance:

By: \_\_\_\_\_  
City Purchasing Agent/Risk Manager

Attested:

By: \_\_\_\_\_  
Deputy City Clerk

## SUPPLEMENTAL CONDITIONS

1. Independent Contractor. It is expressly agreed that Contractor is to perform or deliver the goods and/or services described herein as an independent contractor pursuant to California Labor Code Section 3353, under the control of the City as to the result of his work only but not as to the means by which such result is accomplished. Nothing contained herein shall in any way be construed to make Contractor or any of its agents or employees, an agent, employee or representative of the City. Contractor shall be entirely responsible for the compensation of any assistants, employees, and subcontractors used by Contractor in providing said goods and/or services.
2. Cancellation. Either the City or Contractor may cancel this Contract at any time upon giving the other party five (5) calendar days' written notice of such cancellation. In the event of cancellation, the City shall be liable only to pay to the Contractor compensation for services rendered up to the date of the Contract's cancellation. Under no circumstances shall City be responsible for payment of lost profits, or damages beyond the total amount of compensation set in this Contract.
3. Assignment. Contractor shall not assign this Contract, or any part thereof, or any right of the Contractor hereunder without the prior written consent of the City.
4. Indemnity. Contractor shall indemnify, defend and hold the City harmless from and against all claims, demands and causes of action for injury, death or damage to any person or property that may arise or result from Contractor's performance of this Contract or from acts or omissions of any person(s) employed by Contractor.
5. Anti-Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the American with Disabilities Act (42 U.S.C. § 12010, et seq.) or veteran's status. To the extent applicable, Contractor shall comply with all federal, state, and local laws regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.
6. Legal Responsibilities. The Contractor shall keep itself informed of State, and Federal laws and regulations and the Lake Elsinore Municipal Code which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.
7. Insurance. During the entire term of this Contract and any extension or modification thereof, the Contractor shall keep in effect insurance policies meeting the following

insurance requirements:

7.1 Commercial General and Automobile Liability Insurance.

Contractor, at its own cost and expense, shall maintain commercial general insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, coverage and automobile liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability 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. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefore, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles. The following endorsements shall be attached to the policy:

7.1.1 Policy shall cover on an "occurrence basis."

7.1.2 Policy must cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement.

7.1.3 Broad form property damage endorsement must be attached.

7.1.4 Policy must cover contractual liability by amending the definition of "incidental contract" to include any written contract.

7.1.5 The City, its officers and employees shall be named by endorsement as an additional insured, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to any loss suffered by Contractor hereunder.

7.2 Worker's Compensation.

The Contractor, at its own cost and expense shall carry and maintain statutory Worker's Compensation Insurance and Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) with an insurance carrier satisfactory to the City. In the event Contractor is self-insured, it shall furnish the City with a Certificate of Permission to Self-Insure signed by the Department of Industrial Relations Administration of Self-Insurance in Sacramento, California. If any injury occurs to any employee of Contractor for which the employee, or his dependents in the event of his death, is entitled to compensation from the City, the City may retain out of

sums due the Contractor under this Contract an amount sufficient to cover such compensation as fixed by said Act, until such compensation is paid or until it is determined that no compensation is due and if the City is compelled to pay such compensation, it will deduct and retain from the sums due the Contractor the amount so paid.

### 7.3 Additional Insurance Provisions.

Said policies shall constitute primary insurance as to the City, and its officers, agents, and employees, so that other insurance policies held by or for them or the City's self-insurance program shall not be required to contribute to any loss covered under the Contractor's insurance policy or policies.

### 7.4 Coverage Verification.

8.4.1 Upon notification of receipt by the City of a notice of cancellation, major change in coverage or expiration, Contractor shall file with the City a certified copy of the required new or renewal policy.

8.4.1 If, at any time during the life of the Contract or any extension thereof, Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately and all payments due or that become due to the Contractor will be withheld until notice is received by the City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City. Any failure to maintain the required insurance will be sufficient cause for City to immediately terminate the Contract.

## 8. Payment of 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 1600, 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. If the services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall determine the applicable prevailing rates and make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The provisions of this Section may be waived in if inapplicable to the services provided hereunder.