

**AGREEMENT FOR CONTRACTOR SERVICES  
EXCEL LANDSCAPE, INC.**

**LANDSCAPE MAINTENANCE SERVICES**

This Agreement for Contractor Services (the "Agreement") is made and entered into as of August 1, 2016, by and between the City of Lake Elsinore, a municipal corporation ("City") and Excel Landscape, a ("Contractor").

**RECITALS**

A. The City has determined that it requires the following services: Landscape services at parks, beaches, and facilities throughout the City.

B. Contractor has submitted to City a proposal, dated May 3, 2016 attached hereto as Exhibit A ("Contractor's Proposal") and incorporated herein, to provide services and related work to the City pursuant to the terms of this Agreement.

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

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

**AGREEMENT**

1. Scope of Services. Contractor shall perform the services and related work described in Contractor's Proposal (Exhibit A). Contractor shall provide such services and related work at the time, place, and in the manner specified in Contractor's Proposal (Exhibit A), 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 services and related work to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the services and related work contemplated pursuant to this Agreement consistent with Contractor's Proposal (Exhibit A) and shall provide, furnish and pay all labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required to perform such the services and related work.

b. Performance Schedule. Contractor shall commence the services and related work pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services and related work 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.

Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period of one (1) years, commencing on August 1, 2016 and ending on July 31, 2017. The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed three (3) 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.

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 compensation exceed Seven Hundred Forty-eight Thousand Seven Hundred Ninety One dollars (\$748,791) 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. Reserved.

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. 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 acknowledges

that any use of such materials in a manner beyond the intended purpose as set forth herein shall be at the sole risk of the City. City further agrees to defend, indemnify and hold harmless Contractor, its officers, officials, agents, employees and volunteers from any claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising out of the City's use of such materials in a manner beyond the intended purpose as set forth herein.

a. 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.

b. 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. It is understood that Contractor, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City.

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.

Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary, 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.

11. Interests of Contractor. Contractor (including principals, associates and management 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. Ability of Contractor. City has relied upon the 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 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 contractors in Contractor's field of expertise.

13. Compliance with Laws. Contractor shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

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.

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. 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.

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: Excel Landscape, Inc.  
Attn: Jose Alfaro Sr.  
710 Rimpau Avenue, #108  
Corona, CA 92879-5724

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

19. 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.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. Execution. 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.

[Signatures on next page]

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

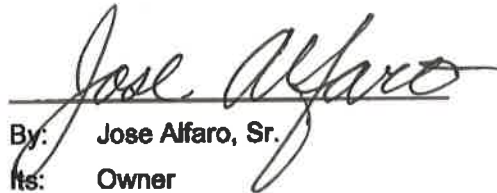
"CITY"

CITY OF LAKE ELSINORE, a municipal corporation


  
\_\_\_\_\_  
Grant Yates, City Manager

"CONTRACTOR"

EXCEL LANDSCAPE, a Contractor

  
\_\_\_\_\_  
By: Jose Alfaro, Sr.  
Its: Owner

ATTEST:

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

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

EXHIBIT A  
CONTRACTOR'S PROPOSAL  
[ATTACHED]

## **LANDSCAPING FACILITIES**

### **Overview**

Landscaping improvements include, but are not limited to: irrigation, cultivation, installation and replacement of plant material, tree trimming and other necessary supplies; personnel, utility and equipment costs; contract services where applicable; care and maintenance of approximately thirty-five (35) acres of lake beaches and boat launches and approximately one hundred and fifty-five (155) acres of parks, walkways and facilities within the City. Landscape maintenance areas shall consist of City parks, facilities, slope areas, medians, streetscape, trails, drainage channels, and beach areas identified in the Exhibit A – Contractor's Proposal Worksheets. These areas shall include all turf, trees, shrubs, ground covers, planters, slopes, vines, sidewalks, courts, courtyards, decks, parking lots, roadways, gutters, v-ditch, trails, tot lots, sand courts, ball fields and irrigation systems.

### **Landscape Maintenance Worksheet/Pricing Sheet**

Landscape maintenance worksheets for each site are included in these specifications as Exhibit A – Contractor's Proposal.

### **Hauling and Dumping**

City of Lake Elsinore currently provides Contractor(s) with a location at the City's Public Works Corporate Yard for disposal of landscape maintenance green waste, trash and debris. No green waste trash removed from trash receptacles in parks shall be disposed of in trash containers on-site if available or as directed by the City.

### **Definitions**

Wherever these words occur in these specifications, they shall have the following meaning:

- a. **Specifications**: Means the Agreement, Labor and Materials Bond, Performance Bond, Contractor's Affidavit and Release, Contractor's Proposal, Contractors Agreement, General Specifications for Landscape Maintenance Contract, Special Specification for Landscape Maintenance Contract, Performance Deficiency Notification, Performance Deficiency Status Memo, the Insurance Provisions.
- b. **City**: Means City of Lake Elsinore.
- c. **Contractor**: Means the party or parties competing and executing a contract with the City of Lake Elsinore for the work specified herein.
- d. **Project or Work**: Means all landscape maintenance work specified, implied, or directed pursuant to these Specifications.
- e. **As Directed**: Where these words appear in the Specifications, it shall signify that the item or items referred to are indicated on the drawing or exhibits which are a part of these Specifications.
- f. **Approved, Approval**: Means reasonable satisfaction of the City's representative.
- g. **City Representative**: Means the person designated as the project representative for administration of the landscape maintenance contract.

**Definitions cont./...**

- h. Extra Work: Means services or materials or equipment furnished by the Contractor which is over and above his contract provisions and which are reimbursed by the City.
- i. Contractor Control: Means conditions or events that are reasonable within the Contractor's ability to guide or manage.
- j. Landscape Maintenance Inspector: Means the person designated by the City as the project representative for administration of compliance of this specification by the Contractor.
- k. Daily: Means Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, and Sunday.
- l. Holidays: Means those holidays observed by the City.
- m. Landscape Maintenance: Means, unless otherwise specified, landscape maintenance service provided by Contractor as provided in these Specifications, to include pest control, maintenance of landscape improvements, irrigation system operation, repair and other applicable duties.

**Additions/Deletions to City Landscape Areas**

Changes in the areas to be maintained may be made as the City accepts new areas and/or relinquishes currently maintained areas. Any and all such changes shall only be made upon written notification in the form of a change order which shall clearly state the effective date of the change. The City reserves the right to delete any site from the contract with thirty (30) days written notice.

**Additions/Deletions to City General Maintenance Specifications**

The City reserves the right to make additions, deletions, revisions, and/or otherwise modify the General Landscape Maintenance Specifications.

Any changes in the Specifications that causes the Contractor to suffer additional expenses shall be negotiated upon written justification.

All Contractor maintenance vehicles operated on highway shall have company name clearly visible on vehicle. Off highway vehicles are not required.

## **GENERAL LANDSCAPE MAINTENANCE SPECIFICATIONS**

### **Overview**

This specification establishes the standards for the maintenance of the landscaped areas for the City of Lake Elsinore.

The Contractor's primary responsibility will be to maintain the landscape areas at the highest (municipal) cost effective industry standards by integrating innovative and progressive techniques and to follow the objectives as set forth in these specifications. Any instance of damage shall be reported immediately to City Staff.

The Contractor shall furnish all labor, equipment, materials, tools, services, and special skills required to perform the landscape maintenance as set forth in this specification and in keeping with the highest cost effective standards of quality and performance.

Maintenance of the landscape shall include but not be limited to inspections, mowing, trimming, pruning, fertilization, aeration, weed control, cultivation, pest control, tree surgery, de-thatching, plant replacements, renovation, and clean-up of drainage facilities. It is the intent to schedule maintenance to keep each site in a state of healthy vigorous growth.

Irrigation maintenance shall include inspections, operation of the systems, adjustments, repairs, modifications, improvements, testing, analysis, and other work as needed. Repairs and maintenance of the irrigation shall begin at the water meter.

The Contractor will submit a Maintenance Schedule which includes, but is not limited to: minor tree pruning, aeration, thatching, insecticides/herbicide application, and application of all fertilization of trees, shrubs, ground cover and turf as specified below.

### **License and Permits**

The CONTRACTOR, its employees, agents, contractors and subcontractors shall have and maintain professional licenses required by the laws of the State of California, including a **“C-27” Landscape Contractor's license** and a **Qualified Applicators Certificate (QAC) Category B**. All applications of pesticides shall be done in compliance with governmental requirements. Applications of such materials shall be done by personnel licensed by the State of California, Department of Pesticide Regulation. Contractor will obtain any permits required by local governmental agency for the use of special chemicals. The Contractor and any sub-contractor will also be required to secure and maintain a valid City of Lake Elsinore Business License.

### **Trees**

#### A. General Tree Maintenance

1. The Contractor shall be responsible for the general tree maintenance in the specific landscape areas including; trimming and pruning, adequate watering, fertilizing, staking, removal of fallen leaves, removal of fallen or broken/hanging branches, removing suckers, raising suckers, raising skirts and protection against pests.

**Trees cont./...****B. Pruning**

1. All trees are included in required trimming operations.
2. Topping of trees will not be permitted. All tree trimming operations above eighteen (15) feet and stump grinding, shall be the responsibility of the City or accomplished through extra work.
3. Tree pruning shall be performed based on the following categories with the intent of developing structurally sound trees symmetrical in appearance with the proper vertical and horizontal clearance. All pruning and trimming operations shall be in accordance with ISA Standards.
  - a. Trees shall be trimmed at appropriate time of year based on species of tree.
  - b. All dead and damaged branches and limbs shall be removed at the point of breaking at the time breakage occurs.
  - c. All trees shall be trimmed and shaped to provide a symmetrical appearance typical of the species.
  - d. All suckers and sprouts shall be cut flush with the trunk or limbs.
  - e. All structural weaknesses such as split crotch or limbs, or severe damage shall be reported to the City Representative.
  - f. Prune trees along sidewalks to allow nine (9) feet of clearance for pedestrians and twelve (12) feet above curb, gutters and streets for vehicular traffic.
  - g. Signs/lights shall be kept clear at all times.
  - h. Under no circumstances will stripping of lower branches be permitted. Lower branches shall be retained in a "tipped back" or pinched condition.
4. Special emphasis shall be placed upon public safety during pruning operations, particularly when adjacent to roadways.
5. All trimmings and debris shall be removed and disposed of off-site at the end of each work day.

**C. Fertilization**

1. Trees shall be fertilized as often as needed to maintain plants and trees in a healthy, vigorous growing condition with proper color, and shape. Minimum requirements are to be bi-annual treatments.
2. Ailing or stunted trees, which fail to meet expected growth, will receive additional treatments to correct deficiencies.
3. Contractor shall coordinate fertilizer applications with City for verification.

## C. Fertilization cont./...

4. Contractor shall be responsible for applying all insecticides/fungicides to prevent or control diseases.
5. The City will provide fertilizer, Contractor will apply.

## D. Staking and Tying

1. Tree stakes, minimum two (2) per tree, shall be pentachlorophenol treated pine lodge pole. Stakes shall be placed vertically; 8 to 10 inches from the tree trunk.
2. Trees that shall be staked fall into these categories (at contractor's expense):
  - a. Replacement of missing or damaged stakes where the tree diameter is less than three (3) inches.
  - b. In those cases, where tree has been damaged and requires staking for support.
  - c. For new trees or recently planted trees that have not previously been staked.
3. Contractor shall use "VIT" twist brace ties and/or cinch ties (4 cinch ties per tree).
4. Ties shall be placed and checked regularly to avoid girdling and damage to trees and so that no chaffing of the bark occurs.
5. Contractor shall use scaffold staking where applicable.
6. Stake removal shall only be done at the request of the City's representative.

## E. Tree Removal – Dead or Fallen

All dead trees or trees which are downed by natural or unnatural causes, shall be removed and disposed of off-site by the Contractor. Trees which have died due to mistake or negligence of the contractor will be replaced at the contractor's expense. All other dead or unhealthy trees will be replaced upon written approval of the City. In this case the contractor shall provide labor, materials and the approved tree.

**Shrub, Ground Cover and Vine Maintenance**

All planters, shrub and ground cover areas shall be kept weed free at all times by chemical and/or mechanical means. All pesticides are to be applied by or under the supervision of a person holding a Qualified Applicators Certificate (QAC) Category B. Contractor shall use only weed control products recommended by a Licensed Pest Control Advisor (PCA). Any and all litter will not be allowed to accumulate and shall be removed on a weekly basis or as requested by City Staff. All clippings can be disposed of at the City Maintenance yard.



**Fertilizer and Pre-Emergent**

1. Fertilizer shall be provided by the City and applied by the Contractor. Application of provided fertilizer shall be considered a part of the contract with no additional expense to the City.
2. All shrubs, vines and ground covers shall be fertilized four (4) times yearly.

**Fertilizer and Pre-Emergent cont./...**

3. Pre-emergent provided by Contractor, shall be applied two (2) times per year by the end of the first week of each of the following months of March and October. At the maximum allowable rate per the manufacturers labeled recommendation.
4. All fertilizer and pre-emergent applications are to be verified before and after applications by a City Representative.

**Shrub Maintenance****A. Pruning**

1. Shrubs shall be pruned as required for safety, removal of broken and diseased branches, general containment and appearance and to allow for optimal irrigation coverage.
2. Keep shrubs pruned back from all controller units, valve boxes, quick couplers, or other appurtenances or fixtures.
3. All shrubbery shall be pruned, trimmed, thinned, and suckers removed to properly contain their size with respect to species, size of planters and the best health of the plant and/or as described in the frequency schedule. Restrict growth area to behind curbs and sidewalks, to top of walls and fences, and a minimum of two feet (2') from all private residences where applicable.
4. Prune shrubs to retain as much of the natural informal appearances as possible, consistent with intended use.
5. Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance.
6. Remove any spent blossoms or dead flower stalks as required to present a neat appearance.
7. Shrubs and mounding shall not exceed 2 feet in height within areas required for vehicle sight distance depending upon roadway topography.

**B. Pruning Schedule**

1. Shrubs shall be pruned and trimmed every 2 months as needed or as requested by the City Representative. Shrubs shall be pruned and trimmed using sound horticultural techniques.
2. In addition, all shrubs shall be trimmed to maintain horizontal clearance along all walkways and trails to prevent encroachment onto private property and to remove dead, damaged or diseased plant material.

### C. Shrubbery Replacement

The Contractor shall be responsible for the complete removal and replacement of shrubbery lost due to the contractor's faulty maintenance or negligence, as determined by City Representative. All other dead or unhealthy plants lost due to natural or unnatural causes will be replaced as extra work upon written approval of the City. In this case the contractor shall provide labor and the approved plant replacement of shrubs will be in accordance with the City of Lake Elsinore Standard Plans.

### D. Cultivation and Mulching

1. The Contractor shall cultivate around shrub areas and tree wells sufficiently and often enough to maintain a weed free environment and maintain existing irrigation and drainage ditches.
2. City shall provide mulch for contractor to apply to shrub areas and all other areas identified by City Staff. The Contractor shall provide the labor, as part of this contract. To apply mulch two (2) times per year unless City Staff approves a less frequent schedule in writing. Contractor shall apply the mulch seventy-two (72) hours after delivery of City provided mulch.

## **Vines**

### General

1. Vines and espalier plants shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports.
2. Do not use nails to secure vines on masonry walls.
3. Pruning of vines will be in accordance with good horticulture practices.
4. Vines shall be trimmed as required for safety, disease, general containment, appearance or as directed by City Representative.

## **Ground Cover**

### General

1. Trim ground cover adjacent to walks, mow curbs, walls and/or fences as required for general containment to present a neat, clean appearance.
2. Cultivate and/or spray approved herbicide to remove broad-leafed and grass weeds as required. Remove weeds by chemical or mechanical means as approved by City Representative.
3. Prevent soil compaction by cultivating regularly all ground cover areas.
4. Any paper or litter that accumulates in ground cover areas shall be picked up on a weekly basis (minimum). Every effort shall be made to remove litter from all areas as early in the morning as possible.

**Ground Cover cont./...**

5. Keep ground cover trimmed back from all controller units, valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow ground cover to grow up the trunk of trees, into shrubs, on structures or walls unless directed by City Representative. Keep trimmed back approximately 4 inches from structure or walls.
6. Bare soil area shall be cultivated a minimum of once per month and/or mulched as directed by City Representative (mulch will be supplied or paid for by the City).

**Medians**

1. All specifications previously listed shall apply to Median Service Areas.
2. Plant material shall not be allowed to obstruct any site line of vehicular traffic, and shall be for proper maintenance.
3. Irrigation shall be adjusted and inspected as often as needed to insure no unsafe condition is created by irrigation run-off onto road surface.
4. All maintenance personnel shall wear safety vests while working on medians, and at no time shall work be performed in the roadway without City approved Traffic Control Plan and all required traffic control signage in place.
5. Contractor is responsible for insuring that all median maintenance is performed in a safe manner and that no hazard is created by such operation.

**Plant Additions and/or Replacements**

As part of this agreement, the Contractor may be requested to replace damaged or destroyed trees, shrubs, vines, ground cover, or flowers. Such work will be paid for as extra work by the City following submission and approval of costs from Contractor.

**Guarantee and/or Replacement Policy**

All new plant material and irrigation installation shall be guaranteed for a period of one calendar year except due to "Acts of God," i.e., damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance contractor has no control. Exceptions will be: Existing plants shall be replaced by Contractor if they die due to Contractor's negligence at contractor's expense. This will be determined by a City Representative.

**Turf Grass****General****1. Watering:**

A regular, deep watering program shall be accomplished to give the best results. The established turf should not be kept moist but should dry out somewhat between watering.

**Turf Grass cont./...**

## 2. Aeration:

- a. Mechanically aerate all turf areas to reduce compaction/stress conditions. This will offer greater water penetration and reduce runoff.
- b. Use a plug aerator with ½ inch tines. Any areas that show excessive compaction shall receive additional treatment as required to alleviate this condition. Remove sod plugs.
- c. Aeration shall be performed by the Contractor shall be performed no less than four (4) times per year.
- d. In rocky areas, a solid tine or vertical slicing aerator will be required.
- e. Any damages resulting from aeration activities shall be repaired at the Contractors expense.

## 3. Mowing:

- a. Frequency: All turf areas shall be mowed on a minimum of a weekly basis (Mar-Oct) and during cool season shall be done biweekly (Nov.-Feb.). Avoid removing more than one-third of the leaf area blade at any one time.
- b. Height: Minimum height of turf is be two and one half inches (2 ½") for Fescue and one and one half inches (1 ½") for Bermuda.
- c. Machine Type: Warm/cool season turf blends may be cut with rotary or reel type mowers. All warm season turf grasses may be cut with rotary or reel type mowers. All cool season turf grasses shall be cut with rotary type mowers. The City encourages the use of mulching mowers whenever possible. Flail mowers may be used only by specific approval of the City.
- d. Clippings: All clippings shall either be caught, vacuumed or efficiently mulched to leave no visible trace in turf areas. Clippings can be disposed of at the City Maintenance yard.
- e. Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles located within the turf areas such as electrical boxes or fixtures.
- f. Do not mow areas that are wet. Alternate mowing patterns shall be used whenever possible to prevent wheel ruts in turf areas. If ruts are made, contractor will make repairs at his or her own expense.

## 4. Trimming and Edging:

Trim around walls, buildings, curbs, sidewalks, header boards, mow curbs, valve boxes, quick couplers, and paved areas on a weekly basis to present a neat, clean appearance. Chemically edge around trees (tree well) within an 18" radius from the trunk using care not to damage tree, tree trunk or roots. At no time will chemical edging be allowed on anything other than tree wells unless directed otherwise in writing by a City Representative.

## 5. Refurbishment / Renovation of Turf grass:

Turf areas that thin out due to contractor's negligence, irrigation problems, etc. will be reseeded with an approved grass seed to restore thinning areas. Coordinate with City Representative. This will be at no additional cost to the City throughout the year. In the winter months the City Representative may require sod.

## 6. Weed Control:

Contractor shall maintain a weed free turf at all times by either chemical and/or mechanical means. The Contractor shall be especially careful if applying chemicals to control weeds because of possible damage to the turf. Before such applications are made the turf should be well established and in a vigorous growth condition. All chemicals applied will be recorded and coordinated with City Representative.

- a. POST-EMERGENT: Post-emergent herbicide shall be applied to control weeds in the Fall and shall be completed prior to October 30<sup>th</sup>.

## 7. String Trimmers:

Care shall be exercised with regard to the use of weed eaters to prevent damage to building surface, walls, header board, light fixtures, signage, etc. No weed eaters shall be used around trees. An 18" bare soil buffer zone shall be maintained around the circumference at the base of all trees, unless otherwise directed by City. Any trees damaged by string trimmer or mower shall be replaced at no additional cost to the City.

## 8. Fertilizing:

Turf shall be fertilized a minimum four (4) times annually, Sports park turf shall be fertilized a minimum of six (6) times annually. The City will supply the fertilizer and the Contractor shall spread at no additional cost. City staff to verify product type and quantities prior to application.

## **Sports Park Turf Maintenance**

General: The Contractor shall be responsible for providing all labor and equipment necessary for the upkeep of sports fields. Since sports fields are high use facilities, maintenance operations must be performed during short breaks in athletic scheduling to accomplish required turf care. Special provisions of sports field maintenance shall include, but not be limited to, the following:

### 1. Inspection:

- a. Inspect the sports field and play area for proper drainage away from the playing surface. If drainage is not evident, irrigation management in the affected area is critical to prevent landscape failure. Contact City Staff for the proper irrigation management strategy.
- b. Inspect the sports field and play area for hazardous holes, depressions, stones and other debris that may interfere with play, cause injury or cause a player to trip and fall. Those found shall be removed, filled and repaired.
- c. Inspect the sports field and play area to see that the soil absorbs irrigation and rainwater rapidly enough to provide reasonably good footing on the surface of the field. If improvement is needed, contact City Staff to schedule aeration immediately.

**Sports Park Turf Maintenance cont./...**

- d. Inspect the sports field and play area to see if the turf is being irrigated evenly and with a reasonable amount of water.
- e. Inspect the sports field and play area for the condition of turf grass cover. Uniform thinning over the entire area can be corrected with additional seeding; seed provided by the City. If thinning or bare spots occur in isolated areas; replanting will be necessary in those areas.
- f. PRE-EMERGENT: Pre-emergent herbicide provided by the City, shall be applied to control weeds in all sports field areas between Mid-March and March 30th.

**Sports Park Field Renovation (Extra Work)**

The purpose of sports turf renovations is to repair bare and thinning turf areas. All turf fields at Sports Parks based on City approval will receive two renovation operations a year - one in the Summer and one in the Winter and shall be considered extra work. Note that flagging of heads is required prior to starting work.

- a. Summer Renovation

Where possible, mow turf ½ inch lower than normal.

Depressions over ½ inch in depth shall be filled in with weed free topsoil to match existing grade.

Reseeding of thinning areas shall not exceed five (5) acres per site at a rate not to exceed 7 lbs. per 1,000 sq. ft. for Bermuda and 10 lbs., per 1,000 sq. ft. for fescue.

Fertilize entire site per fertilizer specifications.

Top dress seeded areas with approved top dressing provided by Contractor.

- b. Winter Renovation

Where possible, mow turf ½ inch lower than normal.

Depressions and holes shall be filled as specified in point four under summer renovation.

Perennial ryegrass/or fescue shall be planted in turf areas not to exceed five acres per site at a rate not to exceed 7 to 10 lbs. per 1,000 sq. ft. Grass cultivar must be approved by landscape inspector prior to seeding.

Winter sodding of bare areas not to exceed 5,000 sq. ft. per site. The City will purchase sod, the Contractor will install

Fertilize entire site per fertilizer specifications and annual schedule.

Top dress seeded areas with top dressing material approved by City.

**Sports Park Turf Maintenance – Artificial Turf****General**

The Contractor shall be responsible for providing all labor and equipment necessary for the upkeep of artificial turf on designated sports fields. Since sports fields are high use facilities and have specific maintenance needs, the Contractor shall have knowledge of maintenance operations for artificial turf fields and coordinate with staff in athletic scheduling to accomplish required turf care. Special provisions of sports field maintenance shall include, but not be limited to, the following:

1. Inspection:
  - a. Inspect the sports field and play area for proper drainage away from the playing surface. Contract will have access to proper equipment to perform specialized maintenance.
  - b. Inspect the sports field and play area for hazardous holes, depressions, stones and other debris that may interfere with play, cause injury or cause a player to trip and fall. Those found shall be reported to designated City staff immediately.
  - c. Inspect the sports field and play area to see if the turf is being serviced properly to ensure materials required for successful artificial turf use is maintained.
  - e. Inspect the sports field for overplay in specific areas and report to City staff once identified. If areas are showing additional wear, contractor shall notify City staff immediately for repair.

**\* NOTE: It is the intent of the inspection checklist to identify problems and initiate prompt action as necessary to insure the safety and serviceability of the sports field. Failure to identify and correct problems affecting the usefulness of any facility or portion thereof will result in the issuance of a Performance Deficiency Notification.**

**Baseball Field Responsibilities****Infield Maintenance**

1. Make sure that quick couplers, valve box covers and sprinkler heads are visible.
2. Turf and weed encroachment shall be prevented within the skinned portion of the ball field.
3. A smooth line shall be kept between the turf grass and skinned portion of the ball field by mechanical edging.
4. An herbicide shall be applied under all fencing that does not have concrete mow strips. These areas shall be maintained weed free.

**Fertilization****General**

1. Contractor shall apply fertilizer provided by the City. The contractor will provide labor to install at all landscaped areas specified in the terms of this contract. Contractor shall coordinate fertilizer applications with City for verification. Application of City provided fertilizer will be at no additional cost to the City and shall be considered a part of the scope of work.

**Fertilization cont./...****General**

2. Fertilizers shall be dry, pelletized formulation. Applications shall be in accordance with manufacturer specifications, be suitable for the plants being fertilized and upon approval by City Representative.
3. All landscaped areas shall be fertilized as often as needed to maintain plants and trees in a healthy, vigorous growing condition with proper color, and shape.
4. Apply fertilizer so as to provide sufficient nitrogen and other basic nutrients on a regular basis to maintain a deep green color and keep turf in a healthy, vigorously growing condition with horticulturally acceptable growth and color, as determined by the City.
5. Contractor shall fertilize turf, trees, shrubs, ground cover and other various plant materials at all City locations in this contract a minimum of four (4) times annually. Additional applications will be performed as extra work. The City reserves the right to purchase the additional fertilizer and have the Contractor spread at no additional cost to the City.
6. The Contractor may be required to determine plant nutrient requirements by appropriate methods including soil and/or leaf analysis.
7. The Contractor shall notify the City in writing 5 working days prior to any fertilizer application. This notification shall include the following:
  - a. Location and exact date the fertilizer application will be performed.
  - b. Type of fertilizer, quantity and method of application to be used.
  - c. Identify landscape type, i.e., turf, trees, shrubs, ground cover, etc.

**Method of Application**

In making application of fertilizer granules, precautions shall be taken to contain these materials in the planting areas. Caution should be used when using a cyclone spreader that tends to throw materials onto hardscape areas. The use of gravity flow spreaders will keep materials contained in planting areas, eliminating sidewalk stains. The Contractor will be responsible for removing all fertilizer stains from concrete caused by his or her application. Fertilizer shall be applied at manufacturer's recommended rate. The Contractor shall immediately irrigate after each fertilizer application, unless otherwise directed by City. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application. All fertilizer shall be removed from hardscape and other non-target areas. Any damage or streaking of turf shall be repaired at no cost to City. Any damage to surrounding property as a result of fertilizer application shall be repaired by the Contractor at no cost to the City.

**A. Timing of Application**

When climatic factors cause problems with the general use of fertilizers, an adjustment of the fertilizers schedule may be necessary. After fertilizer application, monitor watering schedule to eliminate runoff or leaching of fertilizer materials.



## B. Trees and Shrubs

Agriform 21 gram or equivalent plant tablets shall be applied to trees and shrubs that require supplemental feeding. Place tablets 4 to 6 inches deep at drip zone areas by using a soil probe to make a hole for inserting tablets, water in well. If the above fertilization does not correct iron chlorosis, contractor shall be required to treat trees and/or shrubs with deep root feeding and/or foliar application until the problem is solved.

## Irrigation

### A. General

The controlling factor in the performance of water management within the City landscape maintenance areas is the application of water to landscape plants at a rate that closely matches the actual demands of plant material with little or no runoff. Roadway safety and maintenance is the first and foremost reason why water must be strictly controlled within the City Landscape areas. Other important water management considerations include: safe and dry turf areas for community use, water costs, plant health and water conservation.

### B. Efficient Use of Water

1. The water schedule will be established and programmed by the Contractors landscape maintenance supervisor and/or Irrigator technician. Sprinkler timing will be based on the amount the planting areas are capable of receiving to restore that which is lost through evapotranspiration without excessive runoff. The irrigation system schedule shall be monitored and adjusted accordingly to maintain an efficient use of water being applied and to stay within the conservation schedule as determined by the water district.
2. Where the central irrigation control system is in place and functional, it shall be the responsibility of the contractor to establish and program controllers that are 'on-line' or 'off-line', for the term of the contract. Initial programming of the controllers brought 'on-line' will be performed by City Staff with Contractor's assistance to establish mowing dates and any other special events or requirements. All field satellite controllers shall be adjusted by the Contractor in the field to accommodate field conditions as observed. The Contractor shall provide field observation reports to the City. In general, the Contractor shall notify the City in writing of the condition of the landscape area by controller and valve number as assigned by the City. During extreme weather conditions more frequent observations and adjustments may be required. These should be included in the proposal and shall not be additional cost to the City. Any other information required such as field inventory of sprinkler heads, nozzles and pressure shall be part of the irrigation inspection when requested.
3. Deep Soaking shall be defined as the application of sufficient quantities of water to maintain reasonable health vigor of plants. Basin modifications may be required. Quantities of water shall be sufficient to allow for deep water penetration and encouragement of deep rooting of the plants.
4. Contractor will be expected to use minimal amount of water in all areas, but maintain plant material in a healthy, vigorous condition.
5. Where moisture-sensing devices are used, a continual monitoring will be made to assure units are functioning properly. If a malfunction is noted, the City Representative will be notified.

### C. Maintenance, Repair and Operation

1. Contractor shall fully assume the responsibility to make repairs to the irrigation systems of all landscaped areas, with the exception of irrigation booster pumps.
2. Contractor will submit to City Representative a hard copy and/or a digital copy of the irrigation schedule for each controller. Any program changes shall be reported in the same manner.
3. Contractor is responsible for all irrigation repairs starting at the water meter. Repair of backflow devices shall be considered as extra work or accomplished by a licensed Backflow testing Company.
4. Contractor shall complete all minor repairs within twenty-four (24) hours of notification or self-discovery. Minor repairs shall be defined as repair or replacement, such as broken risers, swing joints and nozzles, which can be repaired easily without the need of a specialist. The Contractor shall be responsible for cleaning and adjusting heads and generally keeping the system operational.
5. Contractor shall begin all major repairs within eight (8) hours of notification or self-discovery, then work continuously to complete the repairs within a reasonable time period.
6. Contractor shall be responsible for adjusting height of sprinklers and risers as necessary to compensate for growth of plant material and maintain height of sprinkler heads at grade.
7. Irrigation repair work performed by the Contractor and paid for as extra work, work will be guaranteed for a period of one year.
8. Automatic controllers will be kept locked at all times. City Representative will have master keys to all controllers. The City shall provide locks and keys for irrigation enclosures. However, it is the contractor's responsibility to replace locks as needed with a City approved lock.
9. The irrigation system will be physically observed a minimum of once per week and as needed, to keep the system operating at an optimum level of efficiency. A record of this observation must be maintained and submitted to the city as requested. Observer shall note any excessively dry or wet (flooded) areas. Following the inspection any malfunctions of the system shall be made immediately.
10. Particular attention shall be paid to all slope areas that by physical nature provide for greatest potential runoff and watering difficulties.
11. The Contractor shall turn off irrigation system during periods of rainfall and times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices. Once the City Landscape Inspector acknowledges the necessity to turn on the water again, all controllers shall be activated within twenty-four (24) hours.
12. System shall not be off more than two (2) weeks without allowing operating a minimal time. During these times a physical observation is not required.
13. Contractor will adjust or clean as necessary all sprinkler heads, quick couplers, or valves to continue operation at maximum efficiency and performance.

14. Sprinkler heads shall be kept clear of overgrowth, which may obstruct maximum operations. Chemical edging around turf heads will not be permitted.
15. Contractor will avoid manual activation of automatic valves.
16. Contractor shall keep sprinkler heads adjusted at all times at manufacturer's recommended operating pressures. This shall be accomplished by valve throttling and pressure gauging. At all times, the valves should be adjusted as to prevent sprinkler heads from fogging, allowing larger droplets for effective watering. At any time, City Staff may request a coverage test to evaluate proper settings, timing, usage, or maintenance of system.
17. Contractor will be responsible for hand watering any areas not provided with an irrigation system or areas under construction or as directed by a City representative at no additional cost. Contractor shall be responsible to hand water any areas where equipment is temporarily out of service, for whatever reason.
18. In those areas where a drip/water saver system is used or areas chosen by the City, the Contractor will be required to hose off or wash dust/soot or spider webs off plant materials bi-weekly or more often if required to prevent plant damage.

#### D. Materials

1. Contractor shall provide labor and any and all products necessary for repairs. The Contractor shall take all reasonable measures to obtain the lowest cost for such irrigation parts and/or materials.
2. All replacement materials shall be new and of the same manufacturer and type as the original equipment installed, unless City Representative approves a substitute in writing.
3. Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation system.
4. Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranty.
5. The City reserves the right to purchase materials directly and make available to the Contractor.
6. Repairs of equipment or property damaged by Contractor or as a result of an error or omission by Contractor shall not be submitted to City for payment and are the responsibility of the Contractor.

#### E. Invoicing

The City shall reimburse the Contractor for said purchases for the actual cost of approved irrigation parts and/or materials. Upon request, the Contractor shall submit receipts received from the supplier to reflect actual cost of approved irrigation parts and/or materials.

**F. Water Management**

1. All systems shall be adjusted weekly and as needed to maintain healthy plant material and water conservation.
2. All program changes shall be recorded on the irrigation schedule.
3. Controller program is to be sufficient to maintain a healthy landscape without excessive water use.
4. All systems shall incorporate the following conditions:
  - a. Meet City water management requirements per City Code.
  - b. Avoid weekend water when possible.
  - c. Maximize repeat operations (where and when possible) to allow for deep watering.
  - d. Minimize station run times.
  - e. Reflect actual evapotranspiration (E.T.) requirements.
  - f. Reflect actual requirements of soil and plants.
  - g. Prevent watering streets, walkways, fences, private property sports play areas, facilities and other non-target areas.
  - h. Provide sufficient time for soil to dry out between irrigations.
  - i. Maximize community use of City property.
  - j. Provide adequate coverage of all landscape areas
  - k. Proper operation and adjustment of valves and sprinkler heads.
5. In determining rates of application; soil type, topography, and weather condition will be taken into consideration. The project is equipped with an automatic system that provides for repeat cycles, applying water over shorter periods of time that will allow for proper infiltration and thereby minimizing runoff.

**Personnel**

1. The Contractor shall provide personnel fully trained in all phases of landscape irrigation systems operation, maintenance, adjustments, and repairs; in all types of components to include but not be limited to; irrigation controllers, valves, moisture sensing devices, and sprinkler heads; and with all brands and models of irrigation equipment used within the City.
2. The Contractor shall provide personnel knowledgeable of, and proficient in, current water management concepts, with the capability of working with City staff in implementing more advanced water management strategies.
3. The Contractor shall provide personnel capable of verbal and written communication in a professional level as appropriate to communicate with City personnel.

**Weed Maintenance**

1. Weeds must be removed upon appearance. Selective pre and post emergent Herbicides shall be used to kill weeds without permanent injury to other plants or turf. Do not proceed with a treatment except as recommended by a Pest Control Advisor in writing with a copy forwarded to City Staff prior to treatment. Any pesticide/herbicide applications are to be made by or under the supervision of a person holding a valid Qualified Applicators Certificate (QAC) Category B.

**Weed Maintenance cont./...**

- a. All creeping grasses shall be kept out of shrubs and groundcovers.
  - b. Broadleaf weeds in turf shall be removed selectively, without injury to the lawn grass other than slight, temporary discoloration.
  - c. Grass weeds in turf areas shall be controlled with selective post-emergent herbicides.
  - d. When weed population is excessive in any landscaped area, area shall be treated with an appropriate herbicide at the maximum allowable rate according to the label and State Regulations.
  - e. All areas within boundaries of site, which are not landscaped, shall be treated monthly to eliminate weeds.
  - f. In all areas prone to weed intrusion, applications of appropriately labeled pre-emergent herbicide shall be required.
  - g. Flood control channels shall have non-desirable weeds removed by mechanical means and the use of appropriate herbicides (2) times per year, as determined by the City.
  - h. Open space areas shall have non-desirable weeds and grasses removed by mechanical means, as determined by the City.
2. Weeds not killed with herbicides shall be removed manually. Turf and other desirable plants killed by weeds, chemicals, etc., shall be replaced at the Contractor's expense. All replacements must be made within 7 days after receiving notice from the City.

**Pesticide Use Specifications****General**

1. The City of Lake Elsinore requires that Integrated Pest Management (IPM) practices be utilized as part of the City's pest control program. The use of effective alternative pest control measures in conjunction with the controlled/limited use of pesticide is required.
2. Contractor is responsible for purchasing all Pesticides at their sole expense.
3. Any pesticide applications are to be made by or under the supervision of a person holding a valid Qualified Applicators Certificate (QAC) Category B. Said person or company is to be currently registered to conduct a pest control business in the State of California and the County of Riverside.
4. Pesticide applications are to be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state or federal regulatory agency, or the City of Lake Elsinore
5. Prior to the beginning of the contract period, Contractor shall supply to the City a list of all proposed chemicals and IPM practices to be used in the fulfillment of said contract. Labels and Material Safety Data Sheets for all listed chemicals shall be supplied at this time. Copies of applicable Pest Control Advisor and Qualified Applicator Licenses shall be submitted, as well as documentation of County registration. All above-mentioned items shall be resubmitted in July of each year the Contract is in effect and, as requested by the City.
6. City shall be notified in writing of any changes or deviations from the above list. Application of deviated materials shall not be made prior to approval by the City.

**Pesticide Use Specifications cont./...****General**

7. A five working day notice in writing shall be given to the City prior to any pesticide application. Notice shall include; name of chemical, area, rate and method of application, and time of day.
8. City must give consent prior to application of any pesticide.

**Required Reports**

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. Copies of all records and reports shall be submitted to the City monthly, with the exception of the Notice of Intent to apply, which shall be submitted prior to application of pesticide.
2. Contractor shall record and maintain accurate records of all pesticide applications. Records to include date, time of day, location, type of chemical, quantity chemical, method of application, and environmental data.
3. A pest monitoring report for each site shall be submitted to the City by the first day of each month. This report shall include the site number, date, identification, extent, and location of pest problems (if any), record of previous control measures, name of inspecting personnel, and proposed control measures if deemed necessary.
4. The City shall be notified verbally within 48 hours and in writing within 5 working days of any new pest problems previously unreported and observed by the Contractor.

**A. General**

Control of horticulturally damaging plant pests (insects, diseases, fungus, vertebrates, mites) shall be the responsibility of the Contractor. Written recommendations by a licensed California Agricultural Pest Control Adviser are required to be submitted to the City prior to any application of pesticides. Control shall mean the prevention or eradication of any pest to the satisfaction of the City. The City may determine an acceptable level of impact by any pest and adjust the pest control program of the Contractor accordingly. Proper cultural practices, and IPM practices shall be a part of the Contractors pest control program. Failure to prevent, treat, or manage any pest infestation that results in loss, or decline of plant material or creates a risk to public health and safety may be remedied by the City at Contractor's expense in the form of a reduction in payment.

**B. Landscaped Areas (shrub and ground cover)**

Mollusks shall be controlled on an as needed basis on all plant material, as determined by the City.

**C. Insect and Disease Control**

1. Insects, and diseases shall be controlled/treated with an appropriate pesticide/fungicide upon discovery or notification on an as needed basis on all plant material, as determined by the City.

**C. Insect and Disease Control cont./...**

2. All dead, declining or infected plant material shall be removed and replaced as directed by the City at no cost to the City.

**D. Turf Areas**

1. All turf areas with fungus infection shall be treated with an appropriate fungicide as directed by City.
2. All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as directed by the City.
3. Damaged turf caused by disease/or insects shall be repaired or replaced at no extra cost to the City.

**Rodent Control**

Contractor shall be responsible for the eradication and control of all rodents, as necessary, on a continual basis. All mounds, burrows, or other damage shall be repaired by Contractor as required by City. Failure to successfully manage pests will result in City performing work and deducting cost from monthly payments.

**Maintenance of Paved Surfaces, Empty Lots and Hardscapes**

All hardscapes such as, but not limited to; parking lots, sidewalks, curb expansion joints, gutters and walls adjacent to City landscapes, shall be kept clear of dirt, mud, trash, weeds and any other substances which are either unsightly or unsafe. Landscape areas adjacent to empty lots shall have a 4-5 foot "buffer zone" separating the landscape from the weeds or vegetation on empty lots. "Buffer zone" shall be done either chemically or mechanically and/or as directed by the City Representative.

**Bicycle Trails/Asphalt Walkways/Equestrian Trails**

Equestrian trails shall be kept free of encroaching vegetation. Special emphasis shall be placed on chemical edging along these areas to prevent damage by vegetation.

Erosion repair and smoothing/grading of equestrian trail shall be performed as often as needed to maintain a safe trail.

**Drainage Facilities**

The Contractor shall be responsible for continual inspection of surface drains, V ditches, located within the landscaped areas. Surface drains shall be checked and maintained free of obstruction, trash and debris at all times to assure proper drainage. Remove any trash, debris, dirt or vegetation that might accumulate at the inlet to prevent proper flow of water. All concrete "V" drains to include the portion under the sidewalk shall be kept free of vegetation, debris, and algae to allow unrestricted water flow.

All other drainage facilities shall be cleaned of all vegetation and debris. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be reported to City Staff immediately

**Facility Maintenance (Facilities, Parks, Trails, Slope Areas, Parking Lots)****A. GENERAL (applies to all landscape maintenance areas):**

1. All animal feces or other materials detrimental to human health shall be removed daily, this shall include dog waste stations.
2. All broken glass and sharp objects shall be removed daily.
3. All areas shall be inspected daily and maintained in a neat, clean, and safe condition at all times.
4. All areas shall have leaves, paper and debris removed weekly. All debris must be removed daily by 10:00 a.m. from Historic Main Street. All debris removed from parks daily.
5. All drinking fountains shall be kept clean at all times. Operational deficiencies shall be reported immediately to the City.
6. All play and sports equipment shall be inspected for vandalism, safety hazards, and serviceability daily. Deficiencies shall be reported immediately to the City.
7. All sidewalks on Historic Main Street should be swept or cleaned daily, if necessary, to remove any glass or heavy debris.
8. All sidewalk areas abutting maintained areas shall be cleaned when dirtied by Contractor's operations and at other times as required.
9. All leaves, paper, and debris shall be removed from landscaped areas and disposed of offsite.
10. Trash cans provided by City shall be emptied daily and washed after emptying (when necessary) to be determined by the City. Contractor shall provide plastic liners for all trash cans at Contractor's expense, to be changed, not emptied, daily. Liner size shall be no smaller than 36" x 58". Trash can lids and City logos shall be wiped clean at least once per week.
11. All concrete "V" drains to include the portion under the sidewalk shall be kept free of vegetation, debris, and algae to allow unrestricted water flow.
12. All other drainage facilities shall be cleaned of all vegetation and debris. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be reported to City.
13. All barbecue grills shall be emptied of all ashes once per week or as necessary.
14. Contractor to open all restrooms at Parks and Beaches on weekends and holidays by 8:00 a.m.

**B. SOFT SURFACE AREAS (sand/wood fibers)**

1. These areas shall include, but are not limited to, tot lots, play areas, volleyball courts, etc.
2. All areas shall be maintained weed free.



## B. SOFT SURFACE AREAS (sand/wood fibers) cont./...

3. All areas shall be raked level and kept free of foreign debris daily
3. During the first week of every month, all material areas shall be rototilled to the maximum depth that will allow complete loosening of the material but will not cause lower base materials to be mixed in with the sand. After rototilling, all areas shall be raked level.
4. Materials shall be replenished as necessary to maintain optimum level in each area, generally one to three (1 to 3) inches below the top of the concrete curbing. But dependent upon play equipment, footing and final level shall be determined by City for each area. Replacement material shall be at the expense of the City. Contractor shall incur cost of labor only, under the terms of this contract at no additional cost to City.

## C. HARD SURFACE AREAS

1. These areas shall include concrete sidewalks, boardwalks, tennis courts, handball courts, hockey rinks, skateboard areas, basketball courts, bicycle trails, A.C. walkways, parking lots, boardwalks, rubber play surfaces, etc.
2. All areas shall be swept weekly to remove all deposits of silt and/or sand. Any unsafe condition shall be removed daily.
3. All areas shall be inspected daily and maintained in a neat, clean, and safe condition at all times.

## **Seasonal Trash Removal Service from Beaches And The Levee System**

GENERAL: In addition to the regular daily year round Landscape Maintenance Services, the Contractor shall provide the following increased seasonal services.

1. Pick-up and remove all trash from City Beaches two (2) times per day Friday through Monday, including Holidays, for a 5 month period starting the first Friday in May and ending on the last Monday in September.
2. Service shall include the emptying of all trashcans and re-lining with new trash bags.
3. The cost of all trash bags shall be included as part of the service.
4. Such service shall be provided two (2) times per day. Once in the morning before 9:00 A.M. and once in the afternoon before 3:00 P.M.
5. Service shall be provided at the following City Beaches as designated by the Shoreline Zone Identification signs:
  - a) LS1 (beach south of Seaport Boat Launch)
  - b) LS2 (Elm Grove Beach)
  - c) LS3 (Lowell Street Fishing Beach)
  - d) LS4 (Davis Street Fishing Beach)
  - e) LS5 (Whiskers Fishing Beach at Townsend Street)
  - f) SS3 (The Small Cove – Levee System)
  - g) RS2 (La Laguna Boat Launch and boat trailer parking area)

**Clean Up**

- A. At no time will it be allowed to blow grass cuttings/debris into public streets or gutters without being swept or vacuumed cleaned.
- B. Contractor shall remove all debris resulting from the maintenance operations and dispose of it off-site at the City Maintenance Trash Yard located at 521 North Langstaff St. at the time of occurrence.
- C. All grass clippings shall be picked up after each mowing or trimming operation. If using of mulching mower, all visible clippings must be removed in accordance with this specification.
- D. All debris resulting from any of the Contractor's operations shall be removed and disposed of end of the work day. (Failure to remove and dispose of debris shall result in \$100.00 forfeiture from payment). All debris must be separated into green waste, recyclables, and other waste to minimize contamination and be disposed of in the appropriate locations (Failure to separate and dispose of debris appropriately shall result in \$100.00 forfeiture from payment).
- E. All walkways/sidewalks will be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot or wheelchair traffic during maintenance operations.
- F. All shrub areas not interplanted with ground cover will be raked clean a minimum of once a week or as directed by the City Representative.
- G. The Contractor shall provide a general clean-up operation throughout the contracted area on a weekly basis including holidays for the purpose of picking up papers, trash, broken tree branches, or other debris which may accumulate in the landscape areas, caused by winds or normal conditions. Failure to remove and dispose of debris within twelve (12) hours shall result in \$100.00 forfeiture from payment.

**Dress Code and Appearance**

All Contractors' personnel shall be required to wear uniforms bearing the company name and the individual's name while on the project. Sufficient changes shall be provided to present a neat and clean appearance of personnel at all times. Contractor vehicles must be bearing the company name and must have a professional appearance and must be in good working conditions

**Extra Work**

In the event the Contractor is required by the City to perform extra work, the following procedure shall govern such work:

- A. Work will be executed under the direction of the City Representative on a time and materials basis or an agreed lump sum price depending on the nature of the work.
- B. When required by the City Representative or maintenance supervisor, a written estimate of cost will be submitted for approval and issuance of a purchase order prior to work being done. The Contractor shall maintain records sufficient to distinguish the direct cost of other operations. He or she shall furnish reports of extra work on forms furnished by the contractor, itemizing all costs for labor, materials, and equipment. The report shall include hours worked.

**Extra Work cont./...**

C. The following procedure will govern such extra work:

1. City will issue a written request for such extra work that is to be performed.
2. Material purchased by Contractor shall be actual cost of materials plus 15%. Contractor to provide City receipts for all material purchased for extra work. All material paid for by the City but not utilized by the contractor in the extra work shall become the property of the City unless the contractor reimburses the City for the material not incorporated.
3. Extra work must be approved by City Representative in writing.
4. Invoices for extra work must have the approved written request/work order form attached when submitting invoices for payment and support documentation.
5. The City reserves the right to contract with another contractor for all "Extra Work"
6. Labor costs shall be based on the attachment "X" on the prevailing wage scale for each type of workman. Employee payments for payroll taxes and insurance, health and welfare, pension, vacation, and other direct labor costs to be included.
7. Equipment rental shall include reasonable rental time that machinery or equipment is required, reasonable move-in and/or move-out charges. All equipment shall be in good working order and be suitable for its purpose.
8. Submittals for Extra-Work Authorization shall include the following:
  - a. Complete price for all labor and materials, itemized.
  - b. Proposed schedule and completion date.

**Project /Site Inspection**

Upon request, the Contractor or his or her representatives will walk the project with the City Representatives for the purpose of determining compliance with the specifications or to discuss required work. Contractor representatives must be authorized to sign documents that effect changes to job.

**General Trash and Litter Maintenance:****A. Safety**

Contractor shall be responsible for providing a safe work place, and compliance with standards and regulations of the California Occupational Safety and Health Act (Cal OSHA), Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (COIS), and any other applicable government law or City Risk Management standards.

**B. Level of Maintenance**

1. All work shall be performed to the highest standards set forth by the City of Lake Elsinore, so as to maintain an aesthetic appearance acceptable to the City.

B. Level of Maintenance

2. The contractor shall provide a foreperson and maintenance crew at the sites weekly during normal working hours as determined by the City. All of the contractor's maintenance personnel shall be supervised by a qualified foreperson capable of effectively communicating with City personnel.
3. The contractor, or his or her representative, shall meet with the Public Works Superintendent or his or her representative on a weekly basis and at such other times as may be required by the City to review the performance of the agreement and to discuss any problems or matters as determined by the City.

**Emergency Numbers and Call-Outs**

A. Emergency Calls

1. The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the City shall be referred to the Contractor for immediate disposition.
2. The Contractor shall be available twenty-four (24) hours a day seven (7) days a week to respond to all emergency calls within two (2) hours of notification
3. In the event that emergency work is required, the Contractor shall notify the City representative or his representative by telephone in advance before any emergency work is commenced. Non-emergency maintenance work requires written approval before the work is performed.
4. In situations involving emergency after normal work hours, the Contractor shall dispatch qualified personnel and equipment to reach the site within one (1) hour. Contractor's vehicle shall carry sufficient equipment to effect safe control of traffic. When the Contractor arrives at the site, the Contractor shall set up traffic warning and control devices, if deemed necessary, and proceed to repair the system on a temporary basis.
5. The Contractor shall supply the City with name(s) and phone number(s) of responsible person(s) representing the Contractor for 24 hour emergency response. The above mentioned information shall remain current at all times. Any changes shall be forwarded to the City in writing within twelve (12) hours of any such change.

B. Emergency response defined:

- As per City representative(s)
- By prior agreement
- Public health/safety matters

Public health/safety matters include but are not limited to broken water mains, stuck valves, threat to private property resulting from the responsible Contractor's operations, fallen trees, natural disasters, etc.

### **Notification of Residents (Applies When Public Access is Not Allowed)**

The Contractor shall notify in person and with printed notification (in English and Spanish language), at least ten (10) working days prior to commencing work, to all agencies, firms, institutions, postal service, residents, hospital, Riverside Transit Authority (RTA), schools, stores, utilities and waste disposal service fronting or affected by the work. Additional printed notification (in English and Spanish language) shall be given not less than forty-eight (48) hours prior to performing any work which will restrict property access, close or partially close the street, or which will restrict or disallow street parking. All schools and churches shall receive seven (7) working days' notification prior to performing any work which will restrict property access.

The Contractor shall coordinate with the school district for pick-up and drop-off of school children, RTA for the pick-up and drop off of riders, waste disposal collection, the postal service to ensure delivery of mail, and churches for weekly or special activities.

### **Traffic Control**

Traffic controls, including but not limited to, vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access, detours, and street closures shall be in accordance with these technical Special Provisions; Traffic Control Plans; California MUTCD (FHWA's MUTCD 2009 edition as amended for use in California), Part 6, Temporary Traffic Control, Caltrans adopted September 26, 2006; the current "Work Area Traffic Control Handbook"; and Subsection 7-10, of the current "Standard Specifications for Public Works Construction," including all its subsequent amendments. Nothing in the Special Provisions shall be construed as relieving the Contractor from the responsibility to provide for the safety and convenience of traffic and the public during construction.

### **Dust Control**

Dust control shall be performed in accordance with Subsection 7-8.1, "Clean up and Dust Control," of the Standard Specifications, South Coast Air Quality Management District (SCAQMD) Rule 403, the general Provisions and the following Provision.

Dust resulting from the Contractor's performance of the work, either inside or outside, the right-of-way shall be controlled by the Contractor. Dust control includes the action necessary to prevent, reduce or control dust within the work area as required to complete the work. The Contractor shall carry out proper and efficient measures to prevent his operations from producing dust in amounts damaging to property or causing a nuisance, or harm to persons living nearby or occupying buildings in the vicinity of the work. The Contractor shall control dust during the course of performing his maintenance operations or as a result of the contractor's operations. The methods to be used for controlling dust in the maintenance area shall be approved by the City. The Rule 403 Implementation Handbook published by the SCAQMD, contains a detailed listing of reasonably available dust control measures.

Dust or dirt accumulations generated by the Contractor's operations shall be cleaned and removed by the Contractor from all areas as designated by the City. Areas to be cleaned shall include, but not be limited to swimming pools, interiors of any structures including residences and places of business, exteriors of any structures including roofs, patios, driveways, and any other areas as required. The Contractor shall retain a professional cleaning service for the cleaning of swimming pools, and the interior and exterior of structures. The cost for cleaning and removal of dust or dirt shall be at the Contractor's expense and no additional compensation will be made therefore.

Water for use in dust control shall, at the option of the Contractor, be potable or non-potable. Non-potable water shall consist of reclaimed waste water or non-potable water developed from other sources.

**Dust Control cont./...**

If the Contractor uses reclaimed waste water in the work, the sources and discharge of reclaimed waste water shall meet the California Department of Health Services Water Reclamation Criteria and the Regional Water Quality Control Board requirements. The Contractor shall obtain either a waste water discharge permit or a waiver from the Regional Water Quality Control Board. Copies of permits or waivers from the Regional Water Quality Control Board shall be delivered to the City before using reclaimed waste water in the work.

All equipment used for the application of water shall be equipped with a positive means of shut-off.

No adjustment of compensation will be made for any increase or decrease in the quantity of dust control required, regardless of the reason for such increase or decrease.

The full compensation for all direct and indirect costs incurred for work performed or materials used to control dust resulting from the Contractor's performance of the work either inside or outside the right-of-way shall be considered as included in the Contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

**The City's Right to Do Work**

The City reserves the right to do work as required within the contract area. If such alterations affect the provision of this agreement, the Contractor will be asked to submit a cost as a result of the alterations.

**Deficient Performance**

If, in the judgment of the City, the level of maintenance is not acceptable, the City shall issue a deficiency notice to the contractor, informing the contractor of the unacceptable condition. All performance shall be subject to inspection and approval by the City Representative. If performance is unsatisfactory, or is not performed, a deduction shall be applied to the Contractor's billing in accordance with the deduction schedule listed below. A City performance deficiency written notification shall be used whenever deductions are applied. The contractor is required to correct deficiencies within the time specified by the City. City reserves the right to correct deficiencies not being corrected in the specified time allowed and can result in a reduction in monthly payments.

**Liquidated Damages**

GENERAL: Failure of contractor to perform the services within the time allowed will result in damages being sustained by the City. From the nature of the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, that City may incur as a result of contractor's failure to perform the following obligations within the stated time period after receiving notice of the deficiency from the City:

1. Major irrigation problems within eight (8) hours.
2. Other irrigation problems within twenty-four (24) hours (including controller program adjustments, reports and schedules).
3. Re-staking of trees within twenty-four (24) hours.
4. Failure to remove and dispose of debris generated by regular maintenance operations, within twelve (12) hours.

**Liquidated Damages cont./...**

5. Failure to remove and dispose of debris including tumbleweeds from wind or normal litter accumulation, within twelve (12) hours.
6. Failure to provide weekly irrigation observation report, within twenty-four (24) hours of the first working day of the following week.
7. Failure to submit a monthly water meter report with twenty-four (24) hours of the first working day of the month.
8. All other deficiencies within forty-eight (48) hours.

For each failure to perform the foregoing obligations within the time specified after receiving notice, the contractor shall pay the City, or have withheld from monies due, the sum of One Hundred Dollars (\$100) per occurrence.

For each failure of an employee to wear a uniform or a safety vest per occurrence to perform the foregoing obligations within the time specified after receiving notice, the contractor shall pay the City, or have withheld from monies due, the sum of One Hundred Dollars (\$100) per occurrence.

Execution of this Agreement shall constitute agreement by the City and the contractor that \$100 per day, per occurrence is the minimum value of all costs and actual damages caused by the failure of Contractor to comply with the foregoing obligations. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the contractor.

EXCEL LANDSCAPE PROPOSAL ----- EXHIBIT A

LE City Streets 16'

| Location              | Acre | Month              | Annual              |
|-----------------------|------|--------------------|---------------------|
| Grape St              | 1    | \$164.75           | \$1,977.00          |
| Canyon Estates        | 4    | \$659.00           | \$7,908.00          |
| Summerhill            | 5    | \$823.75           | \$9,885.00          |
| Linier park           | 3    | \$494.25           | \$5,931.00          |
| Railroad Canyon media | 4    | \$659.00           | \$7,908.00          |
| Railroad Canyon fire  | 2    | \$329.50           | \$3,954.00          |
| 6th Street            | 2    | \$329.50           | \$3,954.00          |
| Mission trail         | 1    | \$164.75           | \$1,977.00          |
| Downtown main street  | 2    | \$329.50           | \$3,954.00          |
| Main street turf      | 1    | \$164.75           | \$1,977.00          |
| Peck St parking lot   | 1    | \$164.75           | \$1,977.00          |
| Sulphur parking lot   | 1    | \$164.75           | \$1,977.00          |
| Council Building      | 1    | \$164.75           | \$1,977.00          |
| Comm. Building        | 1    | \$164.75           | \$1,977.00          |
| Youth Building        | 1    | \$164.75           | \$1,977.00          |
| Lakeshore / Lakeshore | 1    | \$164.75           | \$1,977.00          |
| Machado/grand         | 1    | \$164.75           | \$1,977.00          |
| Machado/lilly         | 1    | \$164.75           | \$1,977.00          |
| Machado/lake shore    | 2    | \$329.50           | \$3,954.00          |
| Presidents Track      | 5    | \$823.75           | \$9,885.00          |
| Lincoln               | 14   | \$2,306.50         | \$27,678.00         |
| Grand                 | 13   | \$2,141.75         | \$25,701.00         |
| Lake St               | 1    | \$164.75           | \$1,977.00          |
| Orange Grove Way      | 1    | \$164.75           | \$1,977.00          |
| Princo                | 3    | \$494.25           | \$5,931.00          |
| Grand/ Ontario        | 2    | \$329.50           | \$3,954.00          |
| Corridon              | 2    | \$329.50           | \$3,954.00          |
| Poe St. Parkinglot    | 1    | \$164.75           | \$1,977.00          |
| Terra cotta           | 1    | \$164.75           | \$1,977.00          |
| Splash                | 1    | \$164.75           | \$1,977.00          |
| HWY 74                | 1    | \$164.75           | \$1,977.00          |
| Mcvicker Fire         | 3    | \$494.25           | \$5,931.00          |
| Malaga medians        | 2    | \$329.50           | \$3,954.00          |
| Via de la Ville       | 2    | \$329.50           | \$3,954.00          |
| collier medians       | 2    | \$329.50           | \$3,954.00          |
| grahm weed abatement  | 2    | \$329.50           | \$3,954.00          |
| <b>Total cost</b>     |      | <b>\$14,992.25</b> | <b>\$179,907.00</b> |



**LE City Parks 16'**

| <b>Location</b>                  | <b>Acre</b> | <b>Month</b>       | <b>Annual</b>       |
|----------------------------------|-------------|--------------------|---------------------|
| Alberhill                        | 22          | \$6,006.00         | \$72,072.00         |
| Canyon hills                     | 20          | \$5,460.00         | \$65,520.00         |
| City park                        | 4           | \$1,092.00         | \$13,104.00         |
| Creekside                        | 7           | \$1,911.00         | \$22,932.00         |
| lakepoint                        | 13          | \$3,549.00         | \$42,588.00         |
| lincoln street                   | 2           | \$546.00           | \$6,552.00          |
| machado                          | 5           | \$1,365.00         | \$16,380.00         |
| mcvicker                         | 24          | \$6,552.00         | \$78,624.00         |
| oak tree                         | 2           | \$546.00           | \$6,552.00          |
| rosetta canyon                   | 8           | \$2,184.00         | \$26,208.00         |
| serenity                         | 3           | \$819.00           | \$9,828.00          |
| summer hill                      | 3           | \$819.00           | \$9,828.00          |
| summer lake (Terra cotta Middle) | 16          | \$4,368.00         | \$52,416.00         |
| Swick                            | 7           | \$1,911.00         | \$22,932.00         |
| Tuscany hills                    | 7           | \$1,911.00         | \$22,932.00         |
| Yarborough                       | 3           | \$819.00           | \$9,828.00          |
| 888 park (Lincoln pump)          | 1           | \$200.00           | \$2,400.00          |
| Equestrian Trails                | 2           | \$546.00           | \$6,552.00          |
| Downtown Riverwalk               | 9           | \$2,457.00         | \$29,484.00         |
| City yard                        | 1           | \$273.00           | \$3,276.00          |
| Senior center                    | 1           | \$273.00           | \$3,276.00          |
|                                  |             | <b>\$43,607.00</b> | <b>\$523,284.00</b> |

|                          |    |                   |                    |
|--------------------------|----|-------------------|--------------------|
| seaport boat launch      | 8  | \$800.00          | \$9,600.00         |
| Elm grove beach          | 15 | \$1,900.00        | \$22,800.00        |
| whiskers fishing beach   | 2  | \$300.00          | \$3,600.00         |
| Davis st fishing         | 1  | \$200.00          | \$2,400.00         |
| Small cove (levee trash) | 1  | \$300.00          | \$3,600.00         |
| La Laguna boat Launch    | 2  | \$300.00          | \$3,600.00         |
|                          |    | <b>\$3,800.00</b> | <b>\$45,600.00</b> |

|                   |  |                    |                     |
|-------------------|--|--------------------|---------------------|
| <b>Total cost</b> |  | <b>\$47,407.00</b> | <b>\$568,884.00</b> |
|-------------------|--|--------------------|---------------------|

EXHIBIT B  
LIST OF SUBCONTRACTORS  
[ATTACHED]

N/A



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/2/2016

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 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                            | CONTACT NAME: Benita Hall, CISR         |
| Landscape Contractors (Lic#0755906) | PHONE (A/C, No, Ext): (559) 650-3555    |
| Insurance Services, Inc.            | FAX (A/C, No): (559) 650-3558           |
| 1835 N. Fine Avenue                 | E-MAIL ADDRESS: bhall@lcisinc.com       |
| Fresno CA 93727                     | INSURER(S) AFFORDING COVERAGE           |
|                                     | INSURER A: Atlantic Specialty Insurance |
|                                     | INSURER B:                              |
|                                     | INSURER C:                              |
|                                     | INSURER D:                              |
|                                     | INSURER E:                              |
|                                     | INSURER F:                              |
| INSURED                             | NAIC #                                  |
| Excel Landscape, Inc.               | 27154                                   |
| 1191 Magnolia Ave., Ste D #400      |   |
| Corona CA 92879                     |   |

## COVERAGES

CERTIFICATE NUMBER: 16/17 Pkg &amp; Auto

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<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> \$1,000 Pd De3d<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | X         | Y        | 618-00-07-73-0001 | 8/1/2016                | 8/1/2017                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>Employee Benefits \$ 1,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS   | X         | Y        | 618-00-07-73-0001 | 8/1/2016                | 8/1/2017                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Uninsured motorist combined \$ 1,000,000  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |           |          | 618-00-07-73-0001 | 8/1/2016                | 8/1/2017                | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000<br>PER STATUTE OTH-ER   |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N       | N/A      |                   |                         |                         | E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |

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

RE: Job # 7721 - All California landscape operations performed by or on behalf of the named insured. Primary Insurance/Non Contributory Blanket Additional insured per attached OBPGL04340414 & CG2404 & VCA2010109

The City of Lake Elsinore, the Community Redevelopment Agency of the City of Lake Elsinore (RDA), its officers, employees and agents (Excluding Professional Liability) are named as additional insured

## CERTIFICATE HOLDER

## CANCELLATION

City of Lake Elsinore  
130 S. Main Street  
Lake Elsinore, CA 92330

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

B Hall, CISR/ACOMBE

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## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

**Name Of Person Or Organization:**

The City of Lake Elsinore, the Community Redevelopment Agency of the City of Lake Elsinore (RDA), its officers, employees and agents (Excluding Professional Liability)

With respects to work performed @ Job # 7721 - All California landscape operations performed by or on behalf of the named insured.

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 we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **@VANTAGE FOR AUTOMOBILE**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

| <b>SCHEDULE OF COVERAGE EXTENSIONS</b>                          |  |
|---|--|
| <b>1.</b> Additional Insured By Contract                        | <b>12.</b> Employee Hired Autos                              |
| <b>2.</b> Airbag Discharge                                      | <b>13.</b> Fellow Employee Exclusion                         |
| <b>3.</b> Auto Theft Reward                                     | <b>14.</b> Glass Repair – Waiver of Deductible               |
| <b>4.</b> Blanket Waiver of Subrogation                         | <b>15.</b> Hired Auto Physical Damage Coverage               |
| <b>5.</b> Bodily Injury Redefined – Mental Anguish              | <b>16.</b> Lease Gap Coverage                                |
| <b>6.</b> Broad Form Named Insured                              | <b>17.</b> Liability Coverage – Supplementary Payments       |
| <b>7.</b> Communications Equipment                              | <b>18.</b> Newly Formed or Acquired Organizations            |
| <b>8.</b> Diminution in Value                                   | <b>19.</b> Physical Damage – Transportation Expenses         |
| <b>9.</b> Drive Other Car – Executive Officers                  | <b>20.</b> Rental Reimbursement – Private Passenger Vehicles |
| <b>10.</b> Duties In The Event of Accident, Claim, Suit or Loss | <b>21.</b> Towing – Any Covered Auto                         |
| <b>11.</b> Employees As Insureds                                |  |

#### **1. ADDITIONAL INSURED BY CONTRACT**

The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include as an additional "insured" any person or organization with whom you agreed in a written contract, written agreement or permit, to provide insurance such as is afforded under this Coverage Form. Such person or organization is an "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by your maintenance, operation or use of your covered "autos".

With respect to the insurance afforded to these additional "insureds", this insurance does not apply:

- Unless the written contract or agreement has been executed or the permit has been issued prior to the "bodily injury" or "property damage";
- To any person or organization included as an "insured" by endorsement or in the Declarations; or
- To any lessor of "autos" when their contract or agreement with you for such leased "auto" ends.

#### **2. AIRBAG DISCHARGE**

If you purchased physical damage coverage for a covered "auto" under this policy, we will pay to reset or replace an airbag that accidentally discharges without the vehicle being involved in an accident. No deductible applies to this additional coverage. However, this coverage only applies if the airbag is not covered under a manufacturer's warranty and you did not intentionally cause the airbag to discharge.

#### **3. AUTO THEFT REWARD**

We will pay up to a \$2,000 reward in the event of a covered loss, for information leading to the arrest and conviction of anyone stealing a covered "auto". A reward will not be paid to you, a family member, employee or any public official while performing their duty.

#### **4. BLANKET WAIVER OF SUBROGATION**

The **Transfer Of Rights of Recovery Against Others To Us** condition under **SECTION IV – BUSINESS AUTO CONDITIONS, paragraph A. LOSS CONDITIONS** is replaced by the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the contract is in writing and executed prior to the "bodily injury" or "property damage".

#### **5. BODILY INJURY REDEFINED – MENTAL ANGUISH**

The definition of "bodily injury" under **SECTION V – DEFINITIONS** is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

## 6. BROAD FORM NAMED INSURED

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include the following:

Any organization which is a legally incorporated entity in which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form will be a Named Insured until the 180<sup>th</sup> day or the end of the policy period whichever comes first, provided there is no other similar insurance available to that organization.

- b. Paragraph a. of this provision 6. does not apply to "bodily injury" or "property damage" for which an "insured" is also an "insured" under any other automobile policy or would be an "insured" under such a policy, but for its termination or the exhaustion of its Limit of Insurance.

## 7. COMMUNICATIONS EQUIPMENT

- a. The exclusion for electronic equipment under **Exclusions** of **SECTION III – PHYSICAL DAMAGE COVERAGE** does not apply to loss of any permanently installed, non-removable communications equipment designed for use as a:

1. Citizen's band radio;
  2. Two-way mobile radio or telephone;
  3. Scanning monitor receiver; or
  4. GPS Navigation System,
- including its antenna and other accessories.

- b. No Deductible applies to this additional coverage.

- c. The most we will pay for this coverage is \$5,000 per occurrence.

## 8. DIMINUTION IN VALUE

The "diminution in value" exclusion under **SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions** does not apply if the covered "auto" is a private passenger "auto" and is leased, rented, hired or borrowed without a driver for a period of 30 days or less and is used in the conduct of the insured's business. The most we will pay for "loss" arising out of an "accident" is the lesser of \$7,500 or 20% of the actual cash value of the "auto" as determined by Kelley Blue Book or other independent valuation sources.

## 9. DRIVE OTHER CAR – EXECUTIVE OFFICERS

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include:

If you are designated in the Declarations as:

1. An individual; you and your spouse.
2. A partnership; your partners and their spouses.
3. An organization other than an individual or a partnership; your "executive officers" and their spouses.

- b. **SECTION II – LIABILITY COVERAGE** and **SECTION III – PHYSICAL DAMAGE COVERAGE** are extended to include "autos" you don't own, hire, lease or borrow while in the care, custody or control of an "insured" listed in 9.a. This does not include any "auto":

1. Owned by any "insured" listed in 9.a., or any member of their household, including any such "auto" that is owned but not insured;
2. Used by an "insured" listed in 9.a. while working in the business of selling, servicing, repairing or parking autos; or
3. Insured under another policy of insurance.

If Medical Payments, Uninsured/Underinsured Motorist, Personal Injury Protection or other compulsory coverages required by the governing jurisdiction are covered on this policy, then insureds listed in 9.a. above and family members residing in the same households are "insureds" while:

1. Occupying as a passenger; or
2. A pedestrian when struck by,

any "auto" you do not own, hire, lease or borrow, except any "auto" owned by that "insured" listed in 9.a. their family members or an "auto" insured under any other policy.

- c. The limits and deductibles applicable to this provision will be the largest applicable to any owned "auto" for the specific insurance.

d. The following definition is added to the **DEFINITIONS** section of the policy:

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.

e. The **Other Insurance Condition**, under **Section IV – BUSINESS AUTO CONDITIONS**, does not apply to the provisions of this Drive Other Car endorsement. There is no "other insurance" applicable to this endorsement.

#### 10. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS – the Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is amended as follows:

The requirements that you must:

- a. Notify us of an "accident", claim, "suit" or "loss"; and
- b. Send us documents concerning a claim or "suit",  
apply only when such "accident", claim, "suit" or "loss" is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership;
  - c. An executive officer of the corporation or insurance manager, if you are a corporation; or
  - d. A manager, if you are a limited liability company.

#### 11. EMPLOYEES AS INSURED

The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is changed by adding the following:

Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs. This coverage is excess over any other collectible insurance.

#### 12. EMPLOYEE HIRED AUTOS

The following is added to the **Who Is An Insured** Provision:

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.

For purposes of this coverage grant, paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form 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".

This coverage is excess over any other collectible insurance.

#### 13. FELLOW EMPLOYEE EXCLUSION

The Fellow Employee exclusion under **SECTION II – LIABILITY COVERAGE** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. This coverage is excess over any other insurance.

#### 14. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under paragraph **D. – Deductible** – of **SECTION III – PHYSICAL DAMAGE COVERAGE**, the following is added:

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

#### 15. HIRED AUTO – PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" under **SECTION II – LIABILITY COVERAGE** and if **Comprehensive, Specified Causes of Loss**, or **Collision** coverages are provided under this policy for any "auto" you own, then **SECTION III – PHYSICAL DAMAGE COVERAGE** is extended to "autos" you hire, subject to the following limit:

The most we will pay for "loss" to any hired "auto" is the lesser of:

- a. \$75,000 for "autos" of the private passenger type and \$50,000 for all other "autos";

- b. The actual cash value; or
- c. The cost of repairing or replacing it with other property of like kind or quality.

The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if the following conditions are met:

- a. It results from an accident;
- b. You are legally liable; and
- c. The lessor incurs an actual financial loss.

The most we will pay for this loss of use coverage is \$1,000 per "accident".

#### **16. LEASE GAP COVERAGE**

Under paragraph **C. Limit of Insurance** – of **SECTION III – PHYSICAL DAMAGE COVERAGE**, the following is added:

If a covered "auto" is leased, we will also pay the difference between the actual cash value of a covered "auto" at the time of "loss" and the remaining balance on your lease if the following conditions are met:

- a. The "auto" has a long term lease and is covered on this policy.
- b. The lessor is added as an Additional Insured in a written lease agreement.
- c. You are legally obligated for the remaining balance.

We will not pay for any amounts representing excess wear and tear charges; additional mileage charges; taxes; overdue payments; penalties, interest or charges resulting from overdue payments; or lease termination fees.

#### **17. LIABILITY COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS**

Under **SECTION II – LIABILITY COVERAGE**, the Coverage Extension for **Supplementary Payments** is revised as follows:

- a. The limit for the cost of bail bonds is amended to \$3,500.
- b. The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.

#### **18. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include as an "insured" any organization that is formed or acquired by you and over which you maintain majority ownership.
- b. Paragraph **a.** of this provision **18.** does not apply to any organization:
  - 1. That is a joint venture or partnership;
  - 2. That is an "insured" under any other policy;
  - 3. That has exhausted its Limit of Insurance under any other policy; or
  - 4. 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.
- c. Paragraph **a.** of this provision **18.** does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

#### **19. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES COVERAGE**

Under **SECTION III – PHYSICAL DAMAGE** Coverage Extensions, the limit for **Transportation Expenses** is amended to \$75 per day and the maximum is amended to \$2,250.

#### **20. RENTAL REIMBURSEMENT**

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" of the private passenger type because of "loss" to a "covered auto" of the private passenger type. Payment applies in addition to the otherwise applicable amount of each coverage you have on a "covered auto". No deductibles apply to this coverage.

We will pay those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, six (6) days after the "loss".



Payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred.
2. The maximum daily payment of \$25 for any one day.

This coverage does not apply while there are spare or reserve "autos" available to you.

If "loss" results from the total theft of the private passenger "auto", we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Extension.

#### **21. TOWING – COVERED AUTOS**

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, Coverage for Towing is amended as follows:

- a. This coverage applies to any covered "auto" for which a premium charge for towing and labor is shown in the Schedule or in the Declarations.
- b. The limit is \$100.



EXCELAN-01

RHONDAC

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2016

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 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 License # 0252636  
Gallant Risk & Insurance Services, Inc.  
4160 Temescal Canyon Rd., #402  
Corona, CA 92883

## CONTACT

NAME:

PHONE

(A/C, No, Ext):

(951) 368-0700

FAX

(A/C, No):

(951) 368-0707

E-MAIL

ADDRESS:

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Security National Insurance Company

19879

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## INSURED

Excel Landscape, Inc.  
710 Rimpau Ave., #108  
Corona, CA 92881

## COVERAGES

## CERTIFICATE NUMBER:

## 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                                       |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
|          | COMMERCIAL GENERAL LIABILITY   |           |          |               |                         |                         | EACH OCCURRENCE                              |
|          | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR                            |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ |
|          |  |           |          |               |                         |                         | MED EXP (Any one person) \$                  |
|          |  |           |          |               |                         |                         | PERSONAL & ADV INJURY \$                     |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:   |           |          |               |                         |                         | GENERAL AGGREGATE \$                         |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$                    |
|          | OTHER:   |           |          |               |                         |                         | \$   |
|          | AUTOMOBILE LIABILITY   |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$       |
|          | <input type="checkbox"/> ANY AUTO  |           |          |               |                         |                         | BODILY INJURY (Per person) \$                |
|          | <input type="checkbox"/> ALL OWNED AUTOS   |           |          |               |                         |                         | BODILY INJURY (Per accident) \$              |
|          | <input type="checkbox"/> HIRED AUTOS   |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$            |
|          | <input type="checkbox"/> SCHEDULED AUTOS   |           |          |               |                         |                         | \$   |
|          | <input type="checkbox"/> NON-OWNED AUTOS   |           |          |               |                         |                         |  |
|          | UMBRELLA LIAB  |           |          |               |                         |                         | EACH OCCURRENCE \$                           |
|          | <input type="checkbox"/> EXCESS LIAB   |           |          |               |                         |                         | AGGREGATE \$                                 |
|          | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                             |           |          |               |                         |                         | \$   |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  |           |          | SWC1106646    | 04/01/2016              | 04/01/2017              | X PER STATUTE                                |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                    | Y/N       |          |               |                         |                         | OTH-ER                                       |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below   | Y         | N/A      |               |                         |                         | 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)

Job #7721

RE: All California Landscape Operations of the Named Insured.

## CERTIFICATE HOLDER

## CANCELLATION

City of Lake Elsinore  
Attn: City Manager  
130 S. Main Street  
92330

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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