

**AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES FOR
(Landscape and General Outside Maintenance Service for Sycamore Highlands Landscape
Maintenance District and Canyon Springs/Canyon Crossings Business District
RFP No. 1908)**

GREENTECH LANDSCAPE, INC.

On this ~~7th~~^{29th} day of ~~May~~^{July}, 2019, ("Effective Date") the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and GREENTECH LANDSCAPE, INC., a California corporation, 13560 Telegraph Rd. Whittier, CA 90605 State Contractor's License No. 596152 ("Contractor"), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of Landscape Maintenance Services for Landscape and General Outside Maintenance Service for Sycamore Highlands Landscape Maintenance District and Canyon Springs/ Canyon Crossings Business District ("the Services"). Contractor shall perform the Services in accordance with the provisions and requirements of the following Contract Documents: City of Riverside Public Works, Urban Forestry Division / Department Request for Proposals for Landscape and General Outside Maintenance Services for Sycamore Highlands Landscape Maintenance District and Canyon Springs / Canyon Crossings Business District, dated March 28, 2019 ("RFP 1908"), the General Conditions and Technical Specifications contained therein, this Agreement and all other documents, maps, texts and items referred to in the foregoing documents. These Contract Documents are incorporated herein by this reference and are intended to be correlative and constitute Contractor's performance obligations. The specific terms and conditions of this Agreement shall control and have precedence over any contradictory or inconsistent terms and conditions included in the other Contract Documents and shall be controlling in questions of interpretation.

2. **Term.** The term of the Agreement shall be from July 1, 2019, through June 30, 2022, unless earlier terminated as provided herein. The term of this agreement may be extended by mutual consent of the parties for two (2) additional 1-year terms.

3. **Compensation.** City shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price not to exceed Four Hundred Forty-Three Thousand Four Hundred Ninety-Five Dollars (\$443,495). City shall pay Contractor for Services performed to City's satisfaction on a monthly basis in accordance with the provisions of the RFP, and the Compensation Schedule attached hereto as Exhibit "A" and incorporated herein by this reference. If the term of this Agreement is extended, Contractor's compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. **Extra Material.** Contractor shall not be compensated for any extra materials used or time expended over and above the Contract Price, unless prior written approval for the same has been granted by City. In addition, Contractor shall only be compensated for services actually rendered.

5. **Warranties.** Contractor shall obtain in the name of City, or transfer or assign to City or City's designee, any and all warranties or guarantees which Contractor obtained from

manufacturers or suppliers, and further agrees to perform the Work in such a manner so as to preserve any and all such warranties.

6. General Compliance with Laws. Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

7. Business Tax and Penalties. Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

8. Business License. As a condition of this Agreement, Contractor shall secure a business license to operate in the City of Riverside, and shall also secure any other licenses or permits which may be required.

9. Worker's Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers Compensation Act.

Prior to City's execution of this Agreement, Contractor shall file with City either (1) a certificate of insurance or self-insurance evidencing that such insurance is in effect, or that Contractor is self-insured for such coverage; or (2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with the City shall provide that City shall be given ten (10) days prior written notice before modification or cancellation thereof.

Contractor's workers' compensation carrier shall be authorized to transact insurance business in the State of California with a policy holder's rating of "A" or higher and a Financial Class VII or larger.

10. Commercial General Liability and Automobile Liability Insurance. Prior to City's execution of this Agreement, Contractor shall secure, and shall thereafter maintain until completion of the Agreement, such commercial general and automobile liability insurance as shall protect Contractor from claims for damages for personal injury, including accidental death, as well

as from claims for property damage which may arise from or which may concern operations under this Agreement, whether such operations be by or on behalf of Contractor, any subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.

All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger and shall cover commercial general and automobile liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

Commercial General	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Automobile	\$1,000,000 per occurrence

Policies or original certificates of insurance along with additional insured endorsement acceptable to City, evidencing the coverage required by this Agreement for both commercial general and automobile liability, shall be filed with City and shall include City as an additional insured. The policy or policies shall be in the usual form of public liability insurance, but shall also include the following provisions:

Solely for Services performed by and on behalf of the named insured for the City of Riverside, it is agreed that the City of Riverside and its officers and employees are added as additional insureds under this policy.

The insurance policy or policies shall also comply with the following provisions:

- a. Policies shall include premises/operations, products completed operations, independent contractors, owners and contractors' protection, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.
- b. The policy shall be endorsed to waive any right of subrogation against the City and its subcontractors, employees, officers, agents and directors for work performed under this Agreement.
- c. If policies are written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the project. The retroactive date of the coverage must also be listed.
- d. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City of Riverside. Contractor shall provide Form No. CG 20010413 to City.

11. **Bonds.** Prior to City's execution of this Agreement, Contractor shall furnish City with

two completed surety bonds (on bond forms provided by City), one as security for the faithful performance of this Agreement and one as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement. Both bonds shall be in the amount of 100% of the Contract Price and shall be subscribed by a corporate surety which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class VII or larger. Should any bond or surety become insufficient, Contractor shall furnish City with new bonds within 10 days after receiving notice from City. No payments will be due or paid under this Agreement until any and all bond deficiencies have been remedied. Contractor by execution of this Agreement acknowledges that the bonds are not Contract Documents but are separate obligations.

12. Termination. City, by notifying Contractor in writing, shall have the right to terminate any or all of Contractor's services and work covered by this Agreement, with or without cause and without any prior notice of default, at any time. In the event of such termination, Contractor must submit Contractor's final written statement of the amount of Contractor's services as of the date of such termination, and Contractor shall be compensated only for those non-disputed services that have been adequately rendered to City.

13. Indemnification. Except as to the sole negligence, or willful misconduct of City, Contractor shall defend, indemnify and hold the City, its officers and employees, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorney's fees, which arises out of or is in any way connected with the performance of work under this Agreement by Contractor or any of Contractor's employees, agents or subcontractors and from all claims by Contractor's employees, subcontractors and agents for compensation for services rendered to Contractor in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor or any of the Contractor's employees, subcontractors or agents.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

14. Defense Obligation. Contractor agrees, at its cost and expense, to promptly defend the City and the City's employees, officers, managers, agents, and council members (collectively the "Parties to be defended") from and against any and all claims, allegations, lawsuits or other legal proceedings which arise out of, or are related to, or are in any manner connected with: (1) the work, activities operations, or duties of Contractor, or of anyone employed by or working under the Contractor, or (2) any breach of this Agreement by Contractor. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless or, which involve claims or allegations that any of the Parties to be defended were actively, passively or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Contractor agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to the City.

15. **Non-Discrimination.** During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, genetic information, gender, gender identity, gender expression, sex or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

16. **Prevailing Wage.** Pursuant to Section 1771 of the California Labor Code, Contractor and all subcontractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and is referred to and made a part hereof as though fully set forth herein.

Per Senate Bill 854 (2014), Contractor and subcontractors shall register with the Department of Industrial Relations (DIR) in order to bid and perform public works projects. Contractors and subcontractors on all public works projects shall submit electronic certified payrolls to the Labor Commissioner and City unless excused from this requirement.

Contractor is aware of and stipulates that Contractor will also comply with the following sections of the California Labor Code:

- a. Section 1775 prescribing sanctions for failure to pay prevailing wage rates;
- b. Section 1776 requiring the making, keeping and disclosing of detailed payroll records and prescribing sanctions for failure to do so;
- c. Section 1777.5 prescribing the terms and conditions for employing registered apprentices;
- d. Section 1810 providing that eight hours of labor shall be a day's work; and
- e. Section 1813 prescribing sanctions for violations of the provisions concerning eight-hour work days and forty-hour work weeks.
- f. Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

17. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

City
City of Riverside
Public Works Director
3900 Main Street
Riverside, CA 92522

Contractor
Greentech Landscape, Inc.
13560 Telegraph Rd.
Whittier, CA 90605

18. Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

19. Independent Contractor. Contractor shall at all times during its performance of the Work retain its status as an independent contractor. Contractor's employees and agents shall under no circumstances be considered or held to be employees or agents of City and City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of Contractor or its employees and agents.

20. Waiver. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

21. Severability. Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

22. Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

23. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

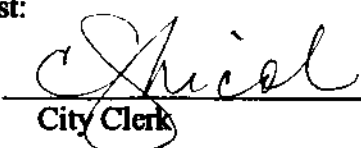
CITY OF RIVERSIDE, a
California charter city and
municipal corporation

GREENTCH LANDSCAPE, INC.

By: 

Assistant
City Manager

Attest:

By: 

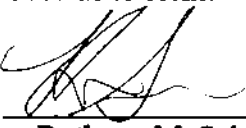
City Clerk

Certified as to Availability of Funds

By: 

Chief Financial Officer

Approved as to form:

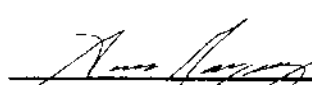
By: 

Ruthann M. Salera
Deputy City Attorney

By: 

Printed Name:

Title: President

By: 

Printed Name:

Title: Secretary

EXHIBIT "A"

Compensation Schedules

(Inserted behind this page)

EXHIBIT "D"

COMPENSATION SCHEDULE

Proposer Name:

Greentech Landscape, Inc

The above-named Proposer having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Scope of Services.

1.	<u>Turf Maintenance</u> Turf mowing, edging, fertilization, reseeding, seasonal over seeding, clipping pick-up, waste disposal and general clean-up, green waste and recycling.	All within specified limits	\$ 1,700.00	\$ 1,751.00	\$ 1,803.53
2.	<u>Irrigation</u> Irrigation services, schedules, manual watering, special watering, irrigation system testing, irrigation system maintenance, products, special events, trained personnel, damages from irrigation, City requests, compliance with AB325 "Model Water Irrigation Ordinance"	All within specified limits	\$ 750.00	\$ 772.50	\$ 795.68
3.	<u>Fertilization</u> Ground cover areas, tree and shrub areas, annual flower beds/hydro seed areas	All within specified limits	\$ 350.00	\$ 360.50	\$ 371.32
4.	<u>Weed Control</u> General, median islands, sidewalks, walkways, curbs, gutters and tree wells.	All within specified limits	\$ 970.00	\$ 999.10	\$ 1,029.07
5.	<u>Shrub Maintenance</u> Pruning, pruning schedule, shrubbery replacement, cultivation and mulching, irrigation (deep soaking), disease, rodent and insect control and weed control.	All within specified limits	\$ 3,675.00	\$ 3,785.25	\$ 3,898.81
6.	<u>Ground Cover</u> Renovation, cultivation and mulching, edging, replanting, ground cover replacement, ground cover maximum height, irrigation, weed control and annual color.	All within specified limits	\$ 1,250.00	\$ 1,287.50	\$ 1,326.13
7.	<u>Vine Maintenance</u> Pruning, irrigation, replanting	All within specified limits	\$ 150.00	\$ 154.50	\$ 159.14
8.	<u>Tree Care</u> Tree maintenance.	All within specified limits	\$ 375.00	\$ 386.25	\$ 397.84

Item Description			Amount Per Month Year 1	Amount Per Month Year 2	Amount Per Month Year 3
9.	<u>Disease, Insect and Pest Control</u> General, use of chemicals, disease, insect and pest control	All within specified limits	\$ 250.00	\$ 257.50	\$ 265.23
10.	<u>Plant Material Replacement</u> Notification of material loss, replacement, monthly plant replacement and plant removals.	All within specified limits	\$ 150.00	\$ 154.50	\$ 159.14
11.	<u>Amenities</u> Trail maintenance, Drains and Grates	All within specified limits	\$ 375.00	\$ 386.25	\$ 397.84
12.	<u>Litter and Debris</u> General, trash receptacles, graffiti, abandoned shopping carts, other conditions of blight/security concern and contractor operations.	All within specified limits	\$ 425.00	\$ 437.75	\$ 450.88
13.	<u>Curb, Gutter, Sidewalk, Tree Well, Curb Ramp, Fixture, Drain and General Maintenance</u> General maintenance, drains, leaves, signs, sidewalks and walkways, special events	All within specified limits	\$ 500.00	\$ 515.00	\$ 530.45
	<u>Total Per Month - All Items</u>		\$ 10,870.00	\$ 11,196.10	\$ 11,531.98
	<u>Total Per Year--All Items</u> (Per Month Amount x 12)		\$ 130,440.00	\$ 134,353.20	\$ 138,383.80

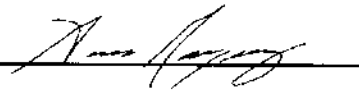
Item Description		\$ 0.04	\$ 0.045	\$ 0.05
1.	Per square foot cost for additional areas	\$ 30.00	\$ 32.00	\$ 33.50
2.	Hourly cost for additional labor	\$ 48.00	\$ 50.00	\$ 52.00
3.	Hourly cost for Irrigation Specialist	\$ 65.00	\$ 67.00	\$ 69.00
4.	Hourly cost for additional Supervisor	\$ 11.00	\$ 12.00	\$ 13.00
5.	Unit cost for 1 gallon plant	\$ 28.00	\$ 30.00	\$ 32.00
6.	Unit cost for 5 gallon plant	\$ 115.00	\$ 122.00	\$ 130.00
7.	Unit cost for 15 gallon plant	\$ 30.00	\$ 32.00	\$ 34.00
8.	Unit cost for flat of groundcover	\$ 350.00	\$ 400.00	\$ 450.00
9.	Unit Cost for 24" box tree	\$ 135.00	\$ 145.00	\$ 155.00
10.	Hourly crew cost for extraordinary vine removal situations			

WORKERS' COMPENSATION CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATED: 05/07/2019

Greentech Landscape, Inc.

By 



Search Businesses

Search By: **Business Name** Value: greentech

[Search](#)

Specify Business Start Date Range (Optional)

Account #	Business Name	Start Date	Expire Date	Address	Phone	Website
1254221	Greentech Landscape Inc	7/1/2019	7/31/2020	13560 Telegraph RD, Whittier, CA 90605-3437	(800) 420-1962	

Total businesses found: 1



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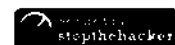
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RFP AWARD RECOMMENDATION

CITY OF RIVERSIDE
Finance Department

DATE SUBMITTED: June 18, 2019

RFP NO.	RFP TITLE	DEPARTMENT/DIVISION
1908	Landscape and Outside Maintenance for Sycamore Highlands LMD and Canyon Springs/Canyon Crossings	Public Works
		DATE RFP OPENED
		03/28/2019
PROPOSALS RECEIVED (7)		INVITATIONS ISSUED (Online)

PROPOSERS	CITY	EVALUATION RANKING
Greentech Landscape, Inc.	Whittier, CA	1
Pacific Coast Landscape & Design, Inc.	Riverside, CA	2
Inland Empire Landscape, Inc.	San Bernardino, CA	3
BrightView Landscape Services	Calabasas, CA	4
Urban Habitat	Palm Desert, CA	5
RP Landscape & Irrigation	San Bernardino, CA	6
Merchants Landscape Services, Inc.	Santa Ana, CA	7

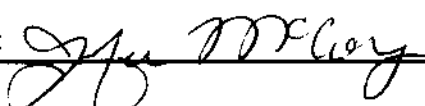
RFP DESCRIPTION: The City of Riverside is seeking a qualified entity or individual to provide complete landscape maintenance services for the Sycamore Highlands Landscape Maintenance District and Canyon Springs/Canyon Crossings Business District. The area consists of approximately 22.50 acres of various landscape materials. The City anticipates selecting one firm to perform the services.

RFP Recommended For Award (Includes Sales Tax) ☐ 10% Surety Included ☒ Contract
☒ 10% Surety not required ☐ Purchase Order

Best Ranking Proposer Amount of Award
Greentech Landscape, Inc. \$443,495.00

COMMENTS:

The Public Works Department has evaluated all proposals received and will be submitting a report requesting that award be made to the best overall solution based on the evaluation process. The Purchasing Division concurs that the action to award is in compliance with Purchasing Resolution 23256.

Submitted by:  Date: 5/9/19 Purchasing Manager

PAYMENT BOND

Bond No. 380098P

Bid No.

Premium: (included in
Performance Bond)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, on May 7, 2019, the CITY OF RIVERSIDE ("CITY") awarded to **GREENTECH LANDSCAPE, INC.** a California corporation ("PRINCIPAL") a contract for performance of the work described as **Landscape and General Outside Maintenance Service for Sycamore Highlands Landscape Maintenance District and Canyon Springs/ Canyon Crossings Business District**; ("CONTRACT"), the terms and conditions of which are incorporated herein by reference; and

WHEREAS, the CONTRACT requires PRINCIPAL to furnish this Payment Bond ("BOND") to secure payment of the claims of persons described in California Civil Code section 9554(b); and

WHEREAS, Developers Surety and Indemnity Company ("SURETY"), a corporation legally authorized to execute and furnish payment bonds as sole surety in the State of California, is willing to act as PRINCIPAL's SURETY in the giving of this BOND.

NOW, THEREFORE, we PRINCIPAL and SURETY hold and firmly bind ourselves unto CITY and all persons and entities described in California Civil Code section 3248(b) whose claims are not paid by PRINCIPAL in the total sum of **One Hundred Thirty Thousand Four Hundred Forty & 00/100ths (\$130,440.00)**, for which payment well and truly to be made we bind ourselves and our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS THAT IF PRINCIPAL or PRINCIPAL's successors, assigns, or subcontractors fail to pay any of the persons described in California Civil Code section 9100, any amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the CONTRACT or any amounts required to be deducted, withheld and paid over to the California Employment Development Department from the wages of employees of PRINCIPAL and PRINCIPAL's subcontractors pursuant to California Unemployment Insurance Code section 13020 with respect to such work and labor, SURETY will pay for the same in an amount not exceeding the sum stated above, plus all costs and reasonable attorney's fees awarded by any court of competent jurisdiction in any lawsuit brought upon this BOND.

THIS BOND SHALL INURE TO the benefit of all persons and entities described in California Civil Code section 9554(b) so as to give them or their assigns a right of action in any lawsuit brought upon this BOND, and is executed and filed to comply with the Public Works Payment Bond provisions of Chapter 5, Title 3, Part 6, Division 4 of the California Civil Code (commencing at Section 9550) and all amendments thereto, which provisions are incorporated herein by this reference.

///

The effective period of this bond shall be from July 1, 2019 to June 30, 2020. This bond shall in no way cover, nor shall the surety be liable for, any act, omission, event or default occurring outside the effective period. This bond may only be renewed by a continuation certificate or renewal certificate and/or rider issued by the surety setting forth new commencement and expiration dates. The surety retains absolute and sole discretion regarding whether, when and under what circumstances to renew this bond and is, under no circumstances, required to do so. The surety's decision to not renew or extend this bond or, upon renewal or extension, to change any bond term or provision (including but limited to the penal sum) shall not, on its own, be deemed an act, omission, event or default entitling obligee to make a claim against the bond. The terms set forth on this bond shall control notwithstanding any contrary or inconsistent language in the contract, which it covers.

IN WITNESS WHEREOF, we sign and seal this BOND on May 15, 2019.

Correspondence or claims relating to
this BOND should be sent to SURETY at
the following address:

17771 Cowan, Suite 100

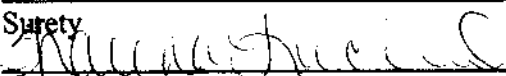
Irvine, CA 92614

Telephone No. 714-784-5539

GREENTECH LANDSCAPE, INC.,
a California corporation
Principal

By:  (Seal)

Shauna Lucero
Typed Name and Title
Developers Surety and Indemnity Company
Surety

 (Seal)

Attorney-In-Fact
Shauna Lucero, Attorney-in-Fact

Shauna Lucero
Typed Name and Title

Note: Signatures of those executing for
SURETY must be acknowledged, and a
Power of Attorney attached.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno)

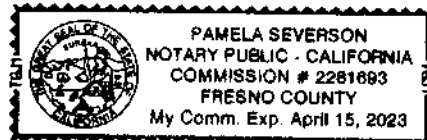
On 15th May 2019 before me, Pamela Severson, Notary Public
(insert name and title of the officer)

personally appeared Shauna Lucero
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Pamela Severson (Seal)



RE: Greentech landscape

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint: ***Shauna Lucero***

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

N WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*
Daniel Young, Senior Vice-President

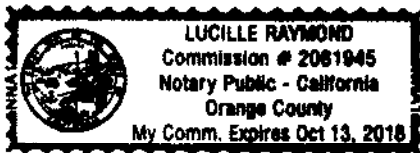
By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
Personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 15th day of May, 2019.

By: *Cassie J. Harrisford*
Cassie J. Harrisford, Assistant Secretary



PERFORMANCE BOND

Bond No. 380098P
Bid No.
Premium: \$2,957.00

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, on May 7, 2019, the CITY OF RIVERSIDE ("CITY") awarded to **GREENTECH LANDSCAPE, INC.; a California corporation 13560 Telegraph Rd. Whittier, CA 90605, State Contractor's License No. 596152 ("PRINCIPAL")** a contract for performance of the work described as **Landscape and General Outside Maintenance Service for Sycamore Highlands Landscape Maintenance District and Canyon Springs/Canyon Crossings Business District RFP No. 1908 ("CONTRACT")**, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, the CONTRACT requires PRINCIPAL to furnish this Performance Bond ("BOND") to guarantee PRINCIPAL's faithful performance of all provisions of the CONTRACT; and

WHEREAS, Developers Surety and Indemnity Company ("SURETY"), a corporation legally authorized to execute and furnish performance bonds as sole surety in the State of California, is willing to act as PRINCIPAL's SURETY in the making and giving of this BOND.

NOW, THEREFORE, we PRINCIPAL and SURETY hereby hold and firmly bind ourselves to pay to CITY in lawful United States currency the principal sum of **One Hundred Thirty Thousand Four Hundred Forty & 00/100ths (\$130,440.00)**, for which payment well and truly to be made to CITY or CITY's successors or assigns we hereby bind ourselves and our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS THAT IF PRINCIPAL or PRINCIPAL's heirs, legal representatives, successors or assigns shall in all things stand to, abide by, and well and truly keep and faithfully perform all of the covenants, conditions and promises in the CONTRACT, including its work Guaranty, and all alterations thereof made as therein provided on PRINCIPAL's part to be kept and performed at the time and in the manner specified therein, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY and CITY's officers, employees and agents as therein specified, then this obligation shall become null and void; otherwise, it shall be and remain in full force and binding effect.

SURETY hereby agrees that no change in the terms of the CONTRACT or the work to be performed thereunder, or any extension of time for completion thereof, shall in any way relieve it of its obligations under this BOND, and hereby waives notice of any change or extension thereof, and further waives the provisions of California Civil Code sections 2819 and 2845.

/// The effective period of this bond shall be from July 1, 2019 to June 30, 2020. This bond shall in no way cover, nor shall the surety be liable for, any act, omission, event or default occurring outside the effective period. This bond may only be renewed by a continuation certificate or renewal certificate and/or rider issued by the surety setting forth new commencement and expiration dates. The surety retains absolute and sole discretion regarding whether, when and under what circumstances to renew this bond and is, under no circumstances, required to do so. The surety's decision to not renew or extend this bond or, upon renewal or extension, to change any bond term or provision (including but limited to the penal sum) shall not, on its own, be deemed an act, omission, event or default entitling obligee to make a claim against the bond. The terms set forth on this bond shall control notwithstanding any contrary or inconsistent language in the contract, which it covers.

IN WITNESS WHEREOF, we sign and seal this BOND on May 15, 2019.

Correspondence or claims relating to
this BOND should be sent to SURETY at
the following address:

17771 Cowan, Suite 100

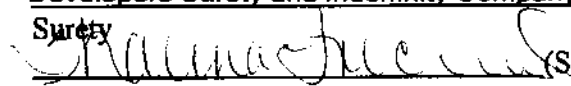
Irvine, CA 92614

Telephone No. 714-784-5539

GREENTECH LANDSCAPE, INC.,
a California corporation
Principal

By:  (Seal)

Typed Name and Title
Developers Surety and Indemnity Company

Surety
 (Seal)

Attorney-In-Fact
Shauna Lucero, Attorney-in-Fact

Typed Name and Title

Note: Signatures of those executing for
SURETY must be acknowledged, and a
Power of Attorney attached.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

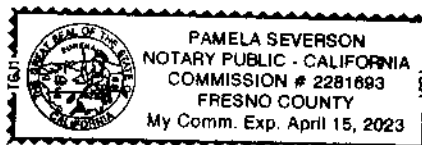
State of California
County of Fresno

On 15th May 2019 before me, Pamela Severson, Notary Public
(insert name and title of the officer)

personally appeared Shauna Lucero
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
~~his/her/their~~ authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Pamela Severson (Seal)

RE Greentech Landscape

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint: ***Shauna Lucero***

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

N WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Lucille Raymond
Lucille Raymond, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 15th day of May, 2019.

By: *Cassie J. Barrisford*
Cassie J. Barrisford, Assistant Secretary



PAYMENT BOND

Bond No. 380098P

Bid No.

Premium: (included in
Performance Bond)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, on May 7, 2019, the CITY OF RIVERSIDE ("CITY") awarded to **GREENTECH LANDSCAPE, INC.** a California corporation ("PRINCIPAL") a contract for performance of the work described as **Landscape and General Outside Maintenance Service for Sycamore Highlands Landscape Maintenance District and Canyon Springs/ Canyon Crossings Business District**; ("CONTRACT"), the terms and conditions of which are incorporated herein by reference; and

WHEREAS, the CONTRACT requires PRINCIPAL to furnish this Payment Bond ("BOND") to secure payment of the claims of persons described in California Civil Code section 9554(b); and

WHEREAS, Developers Surety and Indemnity Company ("SURETY"), a corporation legally authorized to execute and furnish payment bonds as sole surety in the State of California, is willing to act as PRINCIPAL's SURETY in the giving of this BOND.

NOW, THEREFORE, we PRINCIPAL and SURETY hold and firmly bind ourselves unto CITY and all persons and entities described in California Civil Code section 3248(b) whose claims are not paid by PRINCIPAL in the total sum of **One Hundred Thirty Thousand Four Hundred Forty & 00/100ths (\$130,440.00)**, for which payment well and truly to be made we bind ourselves and our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS THAT IF PRINCIPAL or PRINCIPAL's successors, assigns, or subcontractors fail to pay any of the persons described in California Civil Code section 9100, any amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the CONTRACT or any amounts required to be deducted, withheld and paid over to the California Employment Development Department from the wages of employees of PRINCIPAL and PRINCIPAL's subcontractors pursuant to California Unemployment Insurance Code section 13020 with respect to such work and labor, SURETY will pay for the same in an amount not exceeding the sum stated above, plus all costs and reasonable attorney's fees awarded by any court of competent jurisdiction in any lawsuit brought upon this BOND.

THIS BOND SHALL INURE TO the benefit of all persons and entities described in California Civil Code section 9554(b) so as to give them or their assigns a right of action in any lawsuit brought upon this BOND, and is executed and filed to comply with the Public Works Payment Bond provisions of Chapter 5, Title 3, Part 6, Division 4 of the California Civil Code (commencing at Section 9550) and all amendments thereto, which provisions are incorporated herein by this reference.

///

The effective period of this bond shall be from July 1, 2019 to June 30, 2020. This bond shall in no way cover, nor shall the surety be liable for, any act, omission, event or default occurring outside the effective period. This bond may only be renewed by a continuation certificate or renewal certificate and/or rider issued by the surety setting forth new commencement and expiration dates. The surety retains absolute and sole discretion regarding whether, when and under what circumstances to renew this bond and is, under no circumstances, required to do so. The surety's decision to not renew or extend this bond or, upon renewal or extension, to change any bond term or provision (including but limited to the penal sum) shall not, on its own, be deemed an act, omission, event or default entitling obligee to make a claim against the bond. The terms set forth on this bond shall control notwithstanding any contrary or inconsistent language in the contract, which it covers.

IN WITNESS WHEREOF, we sign and seal this BOND on May 15, 2019.

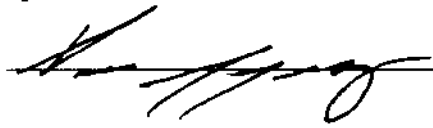
Correspondence or claims relating to
this BOND should be sent to SURETY at
the following address:

17771 Cowan, Suite 100

Irvine, CA 92614

Telephone No. 714-784-5539

GREENTECH LANDSCAPE, INC.,
a California corporation
Principal

By:  (Seal)

Typed Name and Title
Developers Surety and Indemnity Company
Surety

 (Seal)
Attorney-In-Fact

Shauna Lucero, Attorney-in-Fact

Typed Name and Title

Note: Signatures of those executing for
SURETY must be acknowledged, and a
Power of Attorney attached.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno

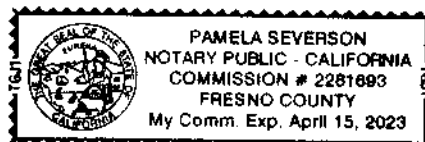
On 15th May 2019 before me, Pamela Severson, Notary Public
(insert name and title of the officer)

personally appeared Shauna Lucero
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Pamela Severson (Seal)



RL: Greentech Landscape

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint: ***Shauna Lucero***

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

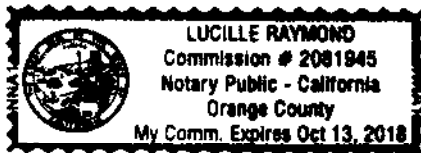
By: *Daniel Young*
Daniel Young, Senior Vice-President
By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 15th day of May, 2019.

By: *Cassie J. Parriford*
Cassie J. Parriford, Assistant Secretary

ATS-1002 (02/17)



PERFORMANCE BOND

Bond No. 380098P
Bid No.
Premium: \$2,957.00

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, on May 7, 2019, the CITY OF RIVERSIDE ("CITY") awarded to **GREENTECH LANDSCAPE, INC.; a California corporation 13560 Telegraph Rd. Whittier, CA 90605, State Contractor's License No. 596152 ("PRINCIPAL")** a contract for performance of the work described as **Landscape and General Outside Maintenance Service for Sycamore Highlands Landscape Maintenance District and Canyon Springs/Canyon Crossings Business District RFP No. 1908 ("CONTRACT")**, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, the CONTRACT requires PRINCIPAL to furnish this Performance Bond ("BOND") to guarantee PRINCIPAL's faithful performance of all provisions of the CONTRACT; and

WHEREAS, Developers Surety and Indemnity Company ("SURETY"), a corporation legally authorized to execute and furnish performance bonds as sole surety in the State of California, is willing to act as PRINCIPAL's SURETY in the making and giving of this BOND.

NOW, THEREFORE, we PRINCIPAL and SURETY hereby hold and firmly bind ourselves to pay to CITY in lawful United States currency the principal sum of **One Hundred Thirty Thousand Four Hundred Forty & 00/100ths (\$130,440.00)**, for which payment well and truly to be made to CITY or CITY's successors or assigns we hereby bind ourselves and our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS THAT IF PRINCIPAL or PRINCIPAL's heirs, legal representatives, successors or assigns shall in all things stand to, abide by, and well and truly keep and faithfully perform all of the covenants, conditions and promises in the CONTRACT, including its work Guaranty, and all alterations thereof made as therein provided on PRINCIPAL's part to be kept and performed at the time and in the manner specified therein, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY and CITY's officers, employees and agents as therein specified, then this obligation shall become null and void; otherwise, it shall be and remain in full force and binding effect.

SURETY hereby agrees that no change in the terms of the CONTRACT or the work to be performed thereunder, or any extension of time for completion thereof, shall in any way relieve it of its obligations under this BOND, and hereby waives notice of any change or extension thereof, and further waives the provisions of California Civil Code sections 2819 and 2845.

/// The effective period of this bond shall be from July 1, 2019 to June 30, 2020. This bond shall in no way cover, nor shall the surety be liable
/// for, any act, omission, event or default occurring outside the effective period. This bond may only be renewed by a continuation certificate
/// or renewal certificate and/or rider issued by the surety setting forth new commencement and expiration dates. The surety retains absolute
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against the bond. The terms set forth on this bond shall control notwithstanding any contrary or inconsistent language in the contract,
which it covers.

IN WITNESS WHEREOF, we sign and seal this BOND on May 15, 2019.

Correspondence or claims relating to
this BOND should be sent to SURETY at
the following address:

17771 Cowan, Suite 100

Irvine, CA 92614

Telephone No. 714-784-5539

GREENTECH LANDSCAPE, INC.,
a California corporation
Principal

By:  (Seal)

Typed Name and Title
Developers Surety and Indemnity Company
Surety

 (Seal)
Attorney-In-Fact
Shauna Lucero, Attorney-in-Fact

Typed Name and Title

Note: Signatures of those executing for
SURETY must be acknowledged, and a
Power of Attorney attached.

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State of California
County of Fresno

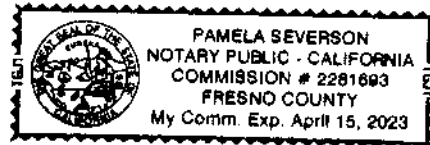
On 15th May 2019 before me, Pamela Severson, Notary Public
(insert name and title of the officer)

personally appeared Shauna Lucero
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Pamela Severson (Seal)



Re: Greentech landscape

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

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as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

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RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

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N WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*
Daniel Young, Senior Vice-President

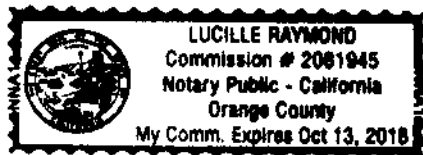
By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public

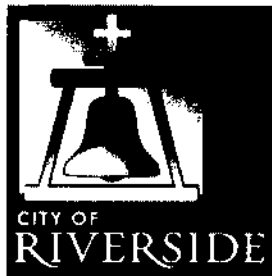
CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 15th day of May, 2019.

By: *Cassie J. Burisford*
Cassie J. Burisford, Assistant Secretary





**CITY COUNCIL,
SUCCESSOR AGENCY,
AND
HOUSING AUTHORITY
MINUTES**

City Arts & Innovation

TUESDAY, JUNE 18, 2019, 2 P.M.
ART PICK COUNCIL CHAMBER
CITY HALL
3900 MAIN STREET

COUNCILMEMBERS

	G A R D N E R	M E L E N D R E Z	S O U B I R O U S	C O N D E R	M A C A R T H U R	P E R R Y	A D A M S
	1	2	3	4	5	6	7
Highlands Landscape Maintenance District and Canyon Springs/Canyon Crossings Business District through June 30, 2022; and (2) authorized the City Manager, or his designee, to execute the Professional Services Agreement, including making minor and non-substantive changes.							
AGREEMENT - REQUEST FOR PROPOSAL 1906 - LANDSCAPE MAINTENANCE SERVICES - VICTORIA AVENUE PARKWAYS AND MEDIANS The City Council (1) approved an Agreement with Pacific Coast Landscape and Design, Inc., in the amount of \$1,065,240 from Public Works Department Budget for Landscape Maintenance Services for Victoria Avenue parkways and medians through June 30, 2022, with the option to renew for two additional one-year terms; and (2) authorized the City Manager, or his designee, to execute the Agreement for Landscape Maintenance Services for Victoria Avenue parkways and medians, including the optional two one-year extensions and any minor and non-substantive changes.							
FINAL TRACT MAP 37456 - MISSION INN/CHESTNUT - RESOLUTION The City Council (1) adopted the "Resolution of Acceptance" for final approval of Tract Map 37456 to subdivide .64 acre into one residential lot for construction of a multi-family development consisting of 13 residential units situated at the northwest corner of Mission Inn Avenue and Chestnut Street; and (2) accepted the agreement and sureties for installation and faithful performance of improvements and the labor and material bond in accordance with the improvement plans for development of Tract Map 37456; whereupon, the title having been read and further reading waived, Resolution No. 23456 of the City Council of the City of Riverside, California, Accepting the Final Map of Tract No. 37456, was presented and adopted.	Disqualified	X					
AGREEMENT AMENDMENT - VICTORIA CLUB - CONVEYANCE OF EASEMENTS - TEQUESQUITE ARROYO TRUNK SEWER REPLACEMENT PHASE IIB PROJECT The City Council (1) approved the First Amendment to the Agreement with the Victoria Club in the amount of \$790,287.50 from							



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2019

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 Landscape Contractors (Lic#0755906) Insurance Services, Inc. 1835 N. Fine Avenue Fresno CA 93727 INSURED Greentech Landscape Inc. P.O. Box 911124 Los Angeles CA 90091		CONTACT NAME: Rhonda Scow, CISR PHONE (A/C, No, Ext): (559) 650-3555 E-MAIL: rscow@lcisinc.com ADDRESS: rscow@lcisinc.com FAX (A/C, No): (559) 650-3558	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Atain Specialty Ins Co NAIC # 17159	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 19-20 Pkg

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 SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	☒ X ☐ Y	CIP384117	3/27/2019	3/27/2020	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☒ \$1,000 PD DED					MEOW EXP (Any one person) \$ 5,000
	☐ AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC					PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:					GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY					PRODUCTS - COMP/OP AGG \$ 2,000,000
	ANY AUTO					Employee Benefits \$ 1,000,000
	ALL OWNED AUTOS	SCHEDULED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
	HIRED AUTOS	NON-OWNED AUTOS				BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
	UMBRELLA LIAB					PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB					\$
	DED RETENTION \$					EACH OCCURRENCE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					AGGREGATE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				\$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

RE: All landscape operations performed by or on behalf of the named insured
Additional Insured Endorsement is granted as to General Liability policy, naming City of Riverside, its officers, employees and agents as additional insured, per attached endorsement #CG20330413 & Waiver of Subrogation Endorsement as to Commercial General Liability policy is granted as against City of Riverside, per attached endorsement #CG24040509

CERTIFICATE HOLDER**CANCELLATION**

City of Riverside
3900 Main Street
Riverside, CA 92522

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

R Scow, CISR/KSAENZ

Rhonda A. Scow

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/26/2019

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

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

PRODUCER  State Farm Wanza Tolliver Insurance and Financial Services Inc 15223 Crenshaw Blvd Suite B Gardena, CA 90249	CONTACT NAME: Wanza Tolliver PHONE (A/C, No, Ext): (310) 973-6044 FAX (A/C, No): (310) 973-6088 E-MAIL ADDRESS: wanza@askwanza.com INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25178
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COVERAGES **CERTIFICATE NUMBER:** 001 **REVISION NUMBER:** 00

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 SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR ☐ GENERAL AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC ☐ OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y Y	088 6648-B29-75 2013 FORD TRUCK F150	02/28/2019	08/29/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$ ☐ OCCUR ☐ CLAIMS-MADE ☐					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AN PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? ☐ Y/N ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Business Description: Landscaping Services

RE: RFI 1908- Sycamore Highland and Canyon Springs

Additional Insured Endorsement is granted as to Automobile Liability policy, naming City of Riverside, its officers, employees and agents as additional insured, per attached endorsement # 6028AU. Waiver of Subrogation Endorsement as to Automobile Liability policy is granted as against City of Riverside, per attached endorsement # 6196AA.

CERTIFICATE HOLDER

City of Riverside
3900 Main Street
Riverside, CA 92522

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Wanza Tolliver



GREELAN-11

LSIMONSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2019

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

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

PRODUCER Leaders Choice Insurance Services Inc. 700 E Street Sacramento, CA 95814	CONTACT NAME: PHONE (A/C, No, Ext): (866) 211-2123 FAX (A/C, No): (866) 913-7036 E-MAIL: info@leaderschoiceins.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Everest National Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10120
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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 CLAIMS-MADE ☐ OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC OTHER: AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE (OFFER MEMBER EXCLUDED? (Mandatory in NH)) If you describe under DESCRIPTION OF OPERATIONS below Y/N Y N/A X CA10003694-181 10/1/2018 10/1/2019						LIMITS EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Waiver of Subrogation Endorsement as to Worker's Compensation policy is granted in favor of City of Riverside, per attached endorsement

CERTIFICATE HOLDER City of Riverside	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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:

"Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss."

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.

DEPARTMENT HEAD APPROVAL FORM
Contracts/Agreements

RECEIVED
MAY 09 2019
FINANCE
ADMIN

DATE: May 6, 2019

PARTIES: Greentech Landscape, Inc., and the City of Riverside

PROJECT DESCRIPTION: Landscape and General Outside Maintenance Services for Sycamore Highlands Landscape Maintenance District and Canyon Springs/Canyon Crossings Business District

SCOPE OF CONTRACT/SERVICE: Landscape and General Outside Maintenance Services for Sycamore Highlands Landscape Maintenance District and Canyon Springs/Canyon Crossings Business District

IF AN AMENDMENT, REASON FOR AMENDMENT (e.g., more time needed, additional scope added, extension permitted from original contract, etc.):

DEPARTMENT: Public Works

BUDGET ACCOUNT (GL Key and Object): 4110110-421003

DEPT. HEAD APPROVAL: [Signature] MAY 8, 2019

PROCUREMENT:

Verification that procurement of goods, services, construction, etc., was done in conjunction with the City's purchasing policies and procedure:

- ☒ Formal Procurement (Bid #, RFP #, panel, etc.): RFP1908
- ☐ Informal Procurement (Three quotes, single/sole source, under non-bidding threshold, etc.): _____
- ☐ Emergency Procurement (date, event, etc.): _____

☒ Requisition Number: Y194785

☐ Date Approved by City Council/Board: On 6/18/19 agenda

Purchasing Division Validation: BH Date: 5/9/19
VALIDATED FOR PROCUREMENT ONLY EFFECTIVE 07-01-19 TO 06-30-22
WTE = \$443,495-
YTD AVAILABLE = \$2,199,179 FY19/20
05.13.19