

SERVICES AGREEMENT

RPW Services, Inc.

Annual Maintenance of Fairmount Park Lakes

On this ____ day of _____, 2020, the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and **RPW SERVICES, INC.**, a California corporation (“Contractor”), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of **Annual Maintenance of Fairmount Park Lakes** (“Services”). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

2. **Term.** This Agreement shall be in effect for the two-year period beginning July 1, 2020 through June 30, 2022, unless otherwise terminated pursuant to the provisions herein. The term may be extended for three additional one-year periods, upon mutual written agreement of the parties.

3. **Compensation.** City shall pay Contractor for the performance of the Services during the term of this Agreement a Contract Price of Forty-One Thousand Nine Hundred Fifty-Six Dollars (\$41,956.00) per year. City shall pay Contractor for Services performed to City’s satisfaction on a monthly basis in accordance with the provisions of the Compensation Schedule attached hereto as Exhibit “B” and incorporated herein by this reference. If the term of the Agreement is extended, Contractor’s compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. **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.

5. **Business Tax Certificate.** As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.

6. **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.

7. **Personnel.** Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "C," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.

8. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

9. **Independent Contractor.** In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

10. **Indemnification.** Contractor shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, arising out of the sole negligence or willful misconduct of Contractor, its officers, employees, subcontractors, agents or including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the City and the City's employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of City. Contractor's obligations hereunder shall be satisfied when Contractor has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

11. Insurance.

11.1 General Provisions. Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 Ratings. Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

11.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

11.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

11.2 Workers' 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 showing 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 City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

11.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor.

The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

11.3.1 Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

11.3.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

11.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

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

a. If the policy is 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 services. The retroactive date of coverage must also be listed.

b. 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 and Endorsement No. CG 20010413 shall be provided to the City.

12. **Termination.** City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

- (1) Contractor fails to promptly begin performance of the Services;
- (2) Contractor fails to perform the Services;
- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- (8) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

13. **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, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military and veteran status, 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.

14. **City's Right to Employ Other Consultants/Contractors.** City reserves the right to employ other Contractors in connection with the Services. If the City is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.

15. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further

warrants that neither Contractor, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

16. **Solicitation.** Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

17. **Prevailing Wage.** If applicable, pursuant to Section 1771 of the California Labor Code, Contractors 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. California Labor Code 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>.

18. **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:

To City

Parks, Recreation and Community
Services Department
City of Riverside
Attn: Randolph Solis
6927 Magnolia Ave.
Riverside, CA 92506

To Contractor

RPW SERVICES, INC.
P.O. Box 2342
Fullerton, CA 92837

19. **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 the Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

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. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

23. **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.

24. **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.

[SIGNATURES ON FOLLOWING PAGE.]

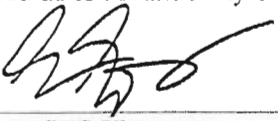
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

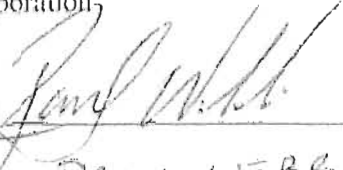
Certified as to Availability of Funds

By:  _____
CFO/Treasurer

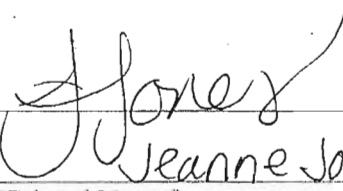
Approved as to Form:

By:  _____
Chief Assistant City Attorney

RPW SERVICES, INC., a California
corporation

By:  _____
PAUL WEBB
[Printed Name]

PRESIDENT
[Title]

By:  _____
Jeanne Jones
[Printed Name]

Secretary
[Title]

EXHIBIT “A”

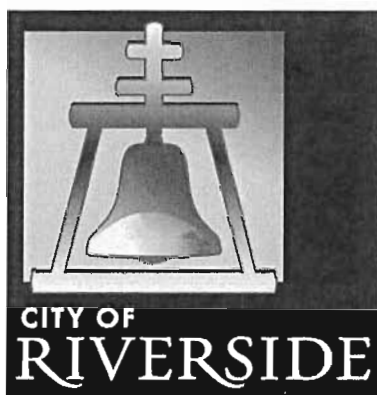
SCOPE OF SERVICES

**REQUEST FOR PROPOSALS
FOR PROFESSIONAL SERVICES**

FOR ANNUAL MAINTENANCE OF FAIRMOUNT PARK LAKES

**PROPOSAL INSTRUCTIONS, SCOPE OF WORK,
CONTRACTOR SELECTION AND CONTRACT AWARD**

RFP No. 2006



City of Arts & Innovation

ISSUED BY

City of Riverside
Parks, Recreation, & Community Services Department
Parks Division
3900 Main Street
Riverside, California 92522

PROPOSAL DUE

January 29, 2020

NON-MANDATORY PRE-PROPOSAL MEETING

January 9th, 2020

Request for Proposals

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1. Introduction/Purpose

The City of Riverside (“City”) is seeking a qualified entity or individual (“Company”) to provide complete maintenance services for the treatment and control of algae, and trash and debris removal for the Fairmount Park Lakes. The City anticipates selecting one firm to perform the services.

Proposals are requested from Companies that have a demonstrated ability to perform the tasks identified in this Request for Proposal (“RFP”).

2. Schedule of Events

It is the goal of the City to select and retain a Company by March 2020. In preparation for that action, the following **tentative** schedule of events has been prepared:

Event	Date	Time
Request for Proposals Released	12/20/2019	9:00 a.m.
Non-Mandatory Pre-Proposal Meeting	01/09/2020	9:00 a.m.
Final Questions Due	01/15/2020	Before 2:00 p.m.
Responses to Questions Released	01/23/2020	Before 2:00 p.m.
Proposals Due	01/29/2020	Before 2:00 p.m.
Interviews, If Needed	Week of 02/10/2020	To be determined
Notification of Tentative Selection	02/17/2020	N/A
Tentative City Council Meeting to Consider Awarding Contract	03/3/2020	

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to request or obtain additional information about any and all submittals before making an award. The City also reserves the right to seek clarification from any Proposer about any statement in its proposal that the City finds ambiguous.

3. Background

The City of Riverside has approximately 11 acres of non-aerified lakes at Fairmount Park. Lakes shall be treated as often as necessary to control algae, algae blooms, aquatic weeds, and to provide an acceptable level of water clarity for recreational purposes. Chemicals shall be applied in strict accordance with the California Department of Agriculture’s Rules and Regulations for the application of both restricted and non-restricted materials and chemicals.

4. Prerequisites

Proposals will only be considered from Companies that meet the following prerequisites:

- Have at least three years of experience, within the past five years under a legally registered business name, in providing services of a similar type and scope as described in the Scope

of Services (“Services”) (Exhibit “A”). Have not filed for bankruptcy under any business name over the past five (5) years.

- Appear on Prospective Bidders List for this particular procurement. Companies can register at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=39475>
- Companies that fail to appear on the Prospective Bidders List for this RFP will be unable to participate and any proposal submitted by any such Company will not be considered.
- All prospective Companies are invited to attend the non-mandatory pre-proposal meeting on January 9th at 9:00 a.m. at the Golf Course at 2631 Dexter Dr, Riverside, CA 92501
- If applicable, Company and/or its key personnel, shall hold an appropriate license for the Company’s discipline and the Services on the date the Proposal is submitted.
- The Contractor shall hold a valid “C-27” (Landscaping) California State Contractor License.
- The Contractor shall hold a valid “Qualified Applicator License” issued by the State of California Department of Pesticide Regulation.
- The Contractor shall hold a valid Pest Control Business License issued by the California Department of Pesticide Regulation.
- The Contractor shall be registered with the Department of Industrial Relations

5. Scope of Services

The scope of work includes the manual and mechanical removal of trash, debris and weeds and plants from the lakes, and surrounding waterways, at the time of chemical treatments for aquatic weed control. The selected Company shall provide the services required in Exhibit A, Scope of Services, attached hereto and incorporated herein.

There are two SolarBee aerification units in the lakes. Monthly maintenance and inspection for proper operation and cleaning of the solar panels on the units is required as part of this Work.

6. Pre-Bid Meeting- Non-Mandatory

- All prospective Companies are encouraged to attend a pre-proposal meeting on January 9th at 9:00 a.m. at Golf Course located in Fairmount Park at 2681 Dexter Dr, Riverside, CA 92501 The meeting will begin promptly at the time listed above

7. Prevailing Wage

a. This project is subject to Prevailing Wage **b.** Sub Contractors: California Public Contract Code Section 4104, et. Seq., requires that the general contractor list the name, location of each awarded subcontractor, and appropriate license number of each awarded subcontractor, at the time of bid submission. Under the statute, if the general contractor does not list the subcontractors, then the general contractor is required to perform the work with their own employees.

- i. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- ii. No contractor or subcontractor may be awarded a contract for public work on a Public Works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Anyone working on a public works project must be paid prevailing wages as determined by DIR. Projects of \$30,000 or more must meet DIR's apprenticeship requirements.
- iii. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- iv. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>

8. General Terms and Conditions

The successful company will be required to execute an ANNUAL MAINTENANCE AND DEBRIS REMOVAL SERVICES FOR FAIRMOUNT PARK LAKES AGREEMENT ("Agreement"). A sample is attached as Exhibit "B". The successful company must meet all insurance requirements in the Agreement. All terms and conditions of the Agreement are non-negotiable. Companies must possess valid City of Riverside Business License throughout the term on the contract. Failure to execute the Agreement and furnish the required insurance within the required time period shall be just cause for the rescission of the award. If any of the successful Companies refuse or fail to execute the Agreement, the City may award the Agreement to the next most qualified Company.

9. Evidence of Insurance

In addition, the Vendor shall provide evidence of possession of insurance in the coverage and amounts listed In the Sample Agreement (Exhibit B). Vendor shall have current insurance and Business Tax License with the City of Riverside prior to start of work.

10. Inquiries

If prior to the date fixed for submission of Proposals, a prospective Company discovers any ambiguity, conflict, discrepancy, omission or other errors in this RFP or any of its appendices or exhibits, the Company shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

If a Company fails to notify the City, prior to the date fixed for submissions of Proposals, of an error in the RFP known to the Company, or an error that reasonably should have been known to the Company, the Company shall submit its Proposal at its own risk, and if the Company is awarded a Contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

All requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this RFP must be submitted through Planet Bids under the "Q & A" tab prior to the Online Q&A Deadline. Requests submitted after the Q&A Deadline has passed will not be accepted or considered.

The Final day for receipt of questions from the Proposer shall be on or before Wednesday, January 15, 2020 before 2:00 p.m. To ensure fairness and avoid misunderstandings, **all communications must be submitted in the manner set forth above.** Any verbal communications will not be considered or responded to. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP that will be posted on the City's website. **Any communications, whether written or verbal, with any City Council member or City staff, prior to award of a contract by City Council or in any manner other than as directed by Purchasing Staff, is strictly prohibited and the Proposer shall be disqualified from consideration.**

11. Completion of Proposal

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City's Selection Committee, such information was intended to mislead the City in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, the proposal will be rejected. Statements made by a Company shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

Unauthorized conditions, exemptions, limitations, qualifications, or provisions attached to a Proposal will render it non-responsive and will cause its rejection.

The Company, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a “no response” is appropriate.

Costs for developing Proposals are entirely the responsibility of the Company and shall not be chargeable to the City. The City shall not be liable for any costs incurred in response to this RFP, including but not limited to, costs for any interviews, presentations, or other follow-up information necessary as part of the selection process. All costs shall be borne by the Company responding to this RFP. The Company responding to this RFP shall hold the City harmless from any liability, claim, and expense whatsoever incurred by or on behalf of the Company.

12. Delivery/Submission of Proposals

All prospective Companies submitting a proposal must appear as a Prospective Bidder. Companies can register at <https://www.planetbids.com/portal/portal.cfm?CompanyID=39475>. Once registered, Companies must download the RFP under their own name to appear on the Prospective Bidders tab. Companies that fail to appear as a Prospective Bidder for this RFP will not be able to submit a valid proposal. If a Company is unable to register or download the RFP from the bidding website, a representative may contact Planet Bids at (818) 992-1771.

All required proposal documents and supplementary information shall be uploaded using the City’s bidding website prior to event date and time or a proposal will be considered non-responsive.

The City reserves the right to reject any and all proposals and to waive information and minor irregularities in any proposal received.

Acceptance of Terms and Conditions - Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in this RFP.

The time and date are fixed, and extensions will not be granted unless specifically stated by the City in an addendum to this RFP. Proposals not received before the bid event time will not be accepted.

13. Alternative Proposals

Only one proposal is to be submitted by each Company for this RFP. Multiple simultaneous proposals will result in rejection of all Proposals submitted by Company. A Company may, prior to the proposal due date and time, withdraw a proposal and submit a new proposal, so long as the new proposal is submitted before the proposal due date and time.

14. Proposal Format and Content

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Company's demonstrated capability to perform work of this type. Emphasis should be concentrated on completeness and clarity of content.

Proposals shall adhere to the following format for organization and content. Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation:

- Cover Letter
- Statement of Understanding and Approach
- Company Information
- Company Personnel
- Experience and References
- Evidence of Insurance
- Pricing

a. Cover Letter

The cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter shall include a brief summary of Company's qualifications and Company's willingness to enter into a contract under the terms and conditions prescribed by this RFP and in the Sample Agreement. The letter must identify a single person for contact during the RFP review process.

b. Statement of Understanding and Approach

This section must demonstrate an understanding of the Services. It should describe the general approach, organization and staffing required for the Services requested. If necessary, preliminary investigations, due diligence, and research shall be discussed in this section.

c. Company Information

This section shall include contact person information, address and telephone number of the company main office and branch offices. Each Company shall identify itself as to the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.). In addition, all Proposals must include a completed "Contractor's Qualifications Statement" form (Exhibit "D"). If no information is to be filled in a blank space, then write "none." Any supplemental information that Company believes may be pertinent to the selection process may be provided.

d. Company Personnel

This section shall contain names, contact numbers and description of experience, including licenses and/or certifications, of all key personnel who would be assigned to perform the Services.

Note: All supervisors must have a minimum of three (3) years of actual field experience, adequate technical background and be properly licensed. Members of the Company's professional team (managers, contact person, etc.) should be identified by name and title and should include contact phone numbers. Include also major subcontractors (if any) and their degree of involvement in this program. If the Company is including any subcontractors, the Company shall identify how long the Company has worked with the subcontractor.

All Proposals must include a completed "Designation of Subcontractors" form ("Exhibit "E"). Subcontractors' names and city of business shall be complete and legible. Clearly state that portion of the work to be performed by each subcontractor listed, by trade and by estimated dollar amount. Contractor may be required to submit additional information regarding the experience and qualifications of all subcontractors. **Note: Contractor shall be required to perform, with its own forces, contract work amounting to at least 70% of the total contract price.**

e. Experience and References

Proposers shall present evidence that they have been regularly engaged in performing similar aquatic maintenance services and furnishing such chemicals, materials and equipment, as they propose to perform or furnish and that they are fully prepared with necessary capital, equipment, and material to begin work promptly and to conduct it as required by this RFP.

Company shall provide at least three references, within the past five years, of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include names, addresses, and telephone numbers of the clients for whom prior work was performed and include an explanation of the services provided.

The Proposal must demonstrate that the Company, or its key personnel, has at least three years of experience, within the past five years with a legally registered business name, that provides services of a similar type and scope as described in the Scope of Services (Exhibit "A"). A Company shall not have filed for bankruptcy under any business name over the past five (5) years.

Note: All Proposers must have a minimum of three (3) years commercial and/or municipal aquatic service experience under its current business name, of similar scope and size.

The Company must include a response to the Contractor's Qualifications Statement items in their written proposal as listed in Exhibit "D".

f. Evidence of Insurance

In addition, the Company shall provide evidence of possession of insurance in the coverage and amounts listed in the Sample Agreement (Exhibit B).

g. Litigation

The Proposal shall identify any litigation, mediation, or arbitration, regarding the performance of any services similar to the Services, in which the Company has been involved in the past five years. If the Services require a license or certification, the Proposal shall include any claims or disciplinary action taken against Company or any of Company's key personnel within the past five years.

h. Pricing

All proposals submitted shall have a stated dollar bid amount for providing services outlined in the Services. All proposals shall include a breakdown of the costs. Proposals shall include a breakdown of the proposed fees using the compensation schedule form (Exhibit F).

15. Examination of RFP and Sites of Work

The Company shall carefully examine the RFP and all sites, if applicable, of the work contemplated. The submission of a Proposal shall be conclusive evidence that the Company has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal, RFP, and other Contract Documents.

By submitting a Proposal, the Company hereby certifies that it has: examined the local conditions, read each and every clause of this RFP, included all costs necessary to complete the specified work in its proposed prices, and agrees that if it is awarded the Contract it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should the conditions turn out otherwise than anticipated by it, the Company agrees to assume all risks incident thereto.

16. Addenda

Unless otherwise specified, any addenda issued during the time of bidding must be acknowledged electronically via the City's Bidding Website, which will be made part of the proposal. Addenda notifications will be provided to those listed on the Electronic Prospective Bidder's List via email.

17. Withdrawal of Proposal

All proposals shall be firm offers and may not be withdrawn for a period of one hundred twenty (120) days following the deadline date for submission of proposals noted herein. Submitted Proposals may be withdrawn at any time prior to the submission deadline.

18. Public Records

All Proposals submitted in response to this RFP become the property of the City and pursuant to the Public Records Act (Gov. Code, § 6250 et seq.) are public records, and as such may be subject to public review at least 10 days before selection.

The Company must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City shall have sole discretion to disclose or not disclose such material subject to any protective order that the Company may obtain. Note that under California law, price proposal to a public agency is not a trade secret.

The City reserves the right to make use of any information or idea contained in the Proposal. All materials, ideas and formats submitted in response to this RFP will become the property of the City on receipt.

19. Evaluation of Proposals

The City reserves the right to amend, withdraw, and cancel this RFP. The City also reserves the right to reject all responses to this RFP at any time prior to agreement execution. Furthermore, the City reserves the right to request additional information about any and all Proposals, that in City's opinion is necessary to assure that the Company's competence, number of qualified employees, business organization, experience, and financial resources are adequate to perform the Services.

All Proposals shall be reviewed to verify that the Company has met the minimum requirements as stated in this RFP. Proposals that have not followed the rules, do not meet minimum content and quality standards, and/or do not provide references will be rejected as non-responsive.

Consultants will be evaluated on the basis of the following criteria:

- a. Qualifications (20%)
- b. Pricing (15%)
- c. Experience (Projects of similar size and scope) (25%)
- d. Professional References (10%)
- e. Approach and Methodology (30%)

If needed, interviews will be scheduled as shown in the Schedule of Events. The Companies within a competitive range may be invited to attend a one-hour interview located at 8095 Lincoln Ave, Riverside CA, 92504. Up to three representatives may participate.

The selected Company shall then enter into exclusive negotiations with the City to formalize the Scope of Service and Compensation. If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms for the Scope of Services, then the City will end negotiations with that Company and begin negotiations with the next Company which best meets the needs of the City, and so on until a City and the Company reach agreement.

The City intends to select the Company that offers the best value to the City based on the criteria outlined above.

20. Rejection of Proposals

The City may reject any/or all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Company from full compliance with this RFP and/or the Contract Documents if awarded the Contract. Proposals that include terms and conditions other than City's terms and conditions may be rejected as being non-responsive. The City may make investigations as deemed necessary to determine the ability of the Company to perform the work, and the Company shall furnish to the City all such information and data for this purpose as requested by the City. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Company fails to satisfy the City that such Company is properly qualified to carry out the obligations of the Agreement and to complete the work described herein.

21. Protest Procedures

A Proposer not selected by the City for the award of the Contract desiring to protest the City's selection, may do so by following the City's Procurement Protest Procedures in Administrative Manual, section 07.019.00. Protests not conforming to this procedure will be rejected as invalid. The City's Protest Procedures are available on the City's website at <https://riversideca.gov/finance/pdf/2017/07.019.00-Procurement-Protest-Procedures.pdf>.

22. Contract Term

The initial term of the Agreement shall be from March 2020 through February 28, 2022 with the option to extend three additional one-year terms, not to exceed five years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement.

Pricing is to remain firm for the initial contract term. Should the option to renew for additional years be exercised, City and Company may negotiate any and all price modifications.

23. Contract Documents

In submitting a Proposal, the Company agrees to enter into an Agreement with the City *without exceptions to the City's standard agreement*. The City's standard agreement is **non-negotiable**, and a copy of the standard agreement is attached hereto as Exhibit "B". **Any change to the standard agreement will deem the Proposal non-responsive.** In the event of a conflict exists between documents the following order of precedence shall apply:

- Agreement

- City of Riverside's Request For Proposals
- Company's Response to the Request For Proposals

24. Execution of Agreement

After contract award, the following shall be signed and returned to the City within fourteen (14) calendar days from the date the City mails, or by other means delivers said documents to the Company:

- One (1) original of the Agreement in the form included herein, properly executed by the Company.
- Certificates of Insurance and Additional Insured Endorsement evidencing coverage as specified in the sample agreement.
- Confirmation of current business tax certificate.
- Performance and Payment Bonds are required for contracts \$25,000 and over. The amount of each Bond shall be 100% of the Contract Price.

In any event that day fourteen (14) of calendar days falls on Saturday, Sunday, a legal holiday for the State of California, or on days when the City is closed, the Contract Documents shall be delivered by the following working day.

No Agreement shall be binding upon the City until all documents are fully executed by the Company and the City.

25. Failure to Execute the Agreement

Failure to execute the Agreement and furnish the required insurance and business tax certificate, within the required time period shall be just cause for the rescission of the award. If bonds are also required, failure to furnish sufficient bonds shall cause rescission of the award. If the successful Company refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Company.

26. Cancellation

The City retains the right to cancel this RFP at any time, should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any proposals.

EXHIBIT A

Scope of Services

GENERAL

The Work to be done consists of treatment of approximately 11 acres of non-aerified lakes at Fairmount Park. Lakes shall be treated as often as necessary to control algae, algae blooms, aquatic weeds, and to provide an acceptable level of water clarity for recreational purposes. At minimum, treatments shall occur a minimum of twice monthly (except during summer months where frequency will increase to approximately once a week from June to late September). Chemicals shall be applied in strict accordance with the California Department of Agriculture's Rules and Regulations for the application of both restricted and non-restricted materials and chemicals. The scope of work includes the manual and mechanical removal of trash, debris and weeds and plants from the lakes, and surrounding waterways, at the time of chemical treatments for aquatic weed control.

There are two SolarBee aerification units in the lakes. Monthly maintenance and inspection for proper operation and cleaning of the solar panels on the units is required as part of this Work.

CHEMICALS, EQUIPMENT AND SUPPLIES

All chemicals, equipment and supplies, shall be City approved prior to application. No substitutions shall be made without the prior approval of the Parks Superintendent. Contractor shall submit a list of all chemicals prior to the start of work. Watercrafts shall be in good overall condition outboard motors/engines shall be properly maintained so that no oil, hydraulic fluids, fuel, etc., leaks into the lake and channel waters.

CHEMICAL APPLICATIONS

Chemicals shall be recommended and approved by the City prior to use. A Notice of Intent to apply non-restricted/restricted materials form shall be completed and submitted to the Inspector a minimum of seven (7) days prior to intended use. No chemical applications shall be performed until the Inspector's approval is obtained, and a Notice of Intent filed with the Riverside County Department of Agriculture. Failure to obtain authorization from the City may result in a \$200.00 per instance deduction.

Chemical applications shall be performed as often as necessary for the control of aquatic weeds, algae, and for the control of algae blooms. Chemical application shall be performed on one third (1/3) of the total area of each lake per instance, to enable wildlife to leave the treated area, and reduce the risk of die-off. Contractor shall be required to properly treat the lake waters for improving water quality and clarity. Contractor shall be required to treat water from the lake interiors as well as shoreline.

MECHANICAL CONTROL OF AQUATIC WEEDS

If chemical applications are determined to be insufficient for controlling aquatic weeds, especially during the hot weather season, Contractor shall remove weeds using an aquatic weed cutter. This determination shall be made based on impact to recreational activities in the lakes from May through September. Cut weeds shall be removed from the lakes and disposed of offsite, in accordance with Riverside Municipal Code.

DEBRIS REMOVAL

The Contractor shall be required to manually and mechanically remove accumulated and floating trash and debris from lake surface waters and in surrounding waterways. All trash and debris shall be properly disposed of in accordance with all applicable laws, codes and regulations.

SELECTIVE PLANT REMOVAL

The Contractor, at the request of the City, may be required to perform selective plant removals from the lake edge.

LICENSE AND CERTIFICATE

Chemicals shall only be applied under the supervision of persons possessing a valid pest control business license and shall be applied only by qualified applicators. Records of all chemical application operations, authorization stating dates, time, methods of applications, chemical formulations, applicators name and weather conditions at the time of application shall be made and retained in an active file for a minimum of one (1) year. After this period, records shall be retained in accordance with Riverside County Department of Agriculture regulations.

The Contractor shall be responsible for appropriate personnel having a valid and current Qualified Applicators License for the Work described in this RFP. Any use of restricted materials shall be in strict accordance with the State Agriculture Rules and Regulations.

The Contractor shall hold a valid "C-27" (Landscaping) California State Contractor License.

The Contractor shall hold a valid "Qualified Applicator License" issued by the State of California Department of Pesticide Regulation.

The Contractor shall hold a valid Pest Control Business License issued by the California Department of Pesticide Regulation.

DRIFT

Chemicals shall be applied to limit drift to six (6) inches. All precautionary measures necessary to ensure public and worker safety shall be employed since all areas will be open for public access during application.

PUBLIC NOTICES

Contractor shall be responsible for posting all notice when chemicals are applied. All notices shall be in accordance with Chemical Product Labels and Department of Agriculture Regulations.

EXHIBIT B

Sample Services Agreement

On this ____ day of _____, 20____, the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and ****Enter in CONTRACTOR'S NAME****, a ****Enter in entity, for example: a California corporation, a limited partnership, a limited liability company, etc.**** ("Contractor"), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of ****Enter in Name of Project**** ("Services"). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

2. **Term.** This Agreement shall be in effect for ****Enter in: effective date and termination date, for example: for the fiscal year beginning July 1, 2017 through June 30, 2018****, unless otherwise terminated pursuant to the provisions herein. ****Optional: The term may be extended for an additional one-year period, upon mutual written agreement of the parties.****

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 ****Enter in written dollar amount, for example: Forty-Two Thousand Five Hundred Dollars**** ****Enter in numeric dollar amount: for example: (\$42,500)****, unless an increase is agreed to by the parties. City shall pay Contractor for Services performed to City's satisfaction on a monthly basis in accordance with the provisions of the Compensation Schedule attached hereto as Exhibit "B" and incorporated herein by this reference. If the term of the Agreement is extended, Contractor's compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. **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.

5. **Business Tax Certificate.** As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.

6. **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.

7. Personnel. Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "C," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.

8. Assignment and Subcontracting. Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

9. Independent Contractor. In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

10. Indemnification. Contractor shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, arising out of the sole negligence or willful misconduct of Contractor, its officers, employees, subcontractors, agents or including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the City and the City's employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of City. Contractor's obligations hereunder shall be satisfied when Contractor has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

11. Insurance.

11.1 General Provisions. Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 Ratings. Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

11.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

11.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

11.2 Workers' 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 showing 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 City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

11.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of

Contractor. The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

11.3.1 Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

11.3.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

11.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

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

- a. If the policy is 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 services. The retroactive date of coverage must also be listed.
- b. 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 and Endorsement No. CG 20010413 shall be provided to the City.

12. Termination. City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

(1) Contractor fails to promptly begin performance of the Services;

(2) Contractor fails to perform the Services;

- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- (8) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

13. **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, gender, gender identity, genetic information, 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.

14. **City's Right to Employ Other Consultants/Contractors.** City reserves the right to employ other Contractors in connection with the Services. If the City is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.

15. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further warrants that neither Contractor, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

16. **Solicitation.** Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

17. **Prevailing Wage.** If applicable, pursuant to Section 1771 of the California Labor Code, Contractors 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. California Labor Code 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>.

18. **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:

To City

[Enter in Department**]**

City of Riverside

Attn: [City Representative**]**

[Address**]**

Riverside, CA [ZIP**]**

To Contractor

[Name of Contractor**]**

Attn: [Name of Representative**]**

[Address**]**

[City, State, ZIP**]**

19. **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 the Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

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. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

23. **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.

24. **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.

[SIGNATURES ON FOLLOWING PAGE.]

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

By: _____
City Manager

[CONTRACTOR'S NAME**]**

By: _____

[Printed Name]

Attest: _____
City Clerk

[Title]

Certified as to Availability of Funds

By: _____

By: _____
CFO/Treasurer

[Printed Name]

[Title]

Approved as to Form:

By: _____
Chief Assistant City Attorney

PERFORMANCE BOND

Bond No.

Bid No.

Premium:

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, on _____, 20____, the CITY OF RIVERSIDE ("CITY") awarded to _____; State Contractor's License No. _____ ("PRINCIPAL") a contract for performance of the work described as _____; **Bid No.** _____; ("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, _____ ("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 _____ **Dollars** (\$_____.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.

///

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///

IN WITNESS WHEREOF, we sign and seal this BOND on _____, 20____.

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

Telephone No. _____

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

NAME:

Principal

By: _____ (Seal)

Typed Name and Title

Surety

(Seal)

Attorney-In-Fact

Typed Name and Title

PAYMENT BOND

Bond No.
Bid No.
Premium:

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, on _____, 20____, the CITY OF RIVERSIDE ("CITY") awarded to _____ ("PRINCIPAL") a contract for performance of the work described as _____; **Bid No.** _____ ("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, _____ ("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 _____ **Dollars** (\$_____.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.

///

///

///

IN WITNESS WHEREOF, we sign and seal this BOND on _____, 20____.

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

Telephone No. _____

NAME:

Principal

By: _____ (Seal)

Typed Name and Title

Surety

(Seal)

Attorney-In-Fact

Typed Name and Title

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

EXHIBIT D

CONTRACTOR'S QUALIFICATIONS STATEMENT

CONTRACTOR NAME: _____

The following licenses are required for this Work:

1. Pest Control Business License issued by the California Department of Pesticide Regulation
License No. _____
2. Qualified Applicator License issued by the California Department of Pesticide Regulation
License No. _____
3. C-27 Landscaping Contractor issued by the California Contractors State License Board
License No. _____

1. ORGANIZATION

- 1.1 How many years has your organization been in business?

- 1.2 How many years has your organization been in business under its present name?

- 1.2.1 Under what other names has your organization operated?

- 1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: _____

1.3.2 State of incorporation: _____

1.3.3 Corporate ID number: _____

1.3.4 President's name: _____

1.3.5 Agent for Service of Process: _____

- 1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization: _____

1.4.2 Type of partnership (if applicable): _____

1.4.3 Name(s) of general partner(s): _____

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization: _____

1.5.2 Name of owner: _____

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.

2.2 List any other certifications held by your organization, and the name under which they are held.

2.3 How many years have you held your applicators' / Advisor's license with the State of California?
Please list date license obtained and categories.

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

3.2 List all service contracts your organization has completed in the past five years, giving the

name of project, owner, owner's phone number, project manager, Contract amount, date of completion and percentage of the cost of the work performed with your own forces.

- 3.3 State average annual services performed during the past five years:

Year	_____	\$	_____
Year	_____	\$	_____
Year	_____	\$	_____
Year	_____	\$	_____
Year	_____	\$	_____

- 3.4 List the service contracts and/or projects your organization has in progress, giving the name of the project, owner/contact, contract amount, type of service and scheduled completion.

- 3.5 Has your organization, under its current name or any previous names, ever failed to complete any work/contract awarded to it? (If Yes, please explain)

4. CLAIMS AND LAWSUITS

- 4.1 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or any of its officers? (If Yes, please describe)

- 4.2 Has your organization filed any law suits or requested arbitration with regard to any of its contracts within the last five (5) years? (If Yes, please explain)

- 4.3 During the past five years, have any claims been made against any performance or payment bond maintained in connection with a landscape services contract? (If Yes, please describe)

Please note that all Proposers must have a minimum of three (3) years commercial and/or municipal Aquatic Lake service experience under its current business name, of similar scope and size.

EXHIBIT E

DESIGNATION OF SUBCONTRACTORS

PROPOSER NAME: _____

Each Proposer shall set forth below:

1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Proposer/Contractor in connection with the services to be provided pursuant to this RFP.

Note: Contractor shall be required to perform, with its own forces, contract work amounting to at least 70% of the total Contract Price.

2. The portion and estimated dollar amount of the work that will be done by each subcontractor.
3. If the Proposer/Contractor fails to specify a subcontractor, or if more than one subcontractor is listed for the same portion for work to be performed under the Contract, Proposer agrees that it is fully qualified to perform that portion of work, and shall perform said work. If after award of Contract, the Contractor subcontracts any such portion of the work, the Contractor shall be subject to the statutory penalties.
4. The Contractor shall not substitute any subcontractor in place of the subcontractor listed in below without prior written approval from the City.
5. Any violation of the above provisions may be considered to be a breach of the Contract and the City may exercise the option, in its own discretion, of (1) terminating the Contract, or (2) assessing the Contractor a penalty in an amount not more than ten percent of the amount of the subcontract involved.

Please type or legibly print (attach additional sheets as necessary).

Name of Subcontractor	City	Service/License #	DIR No.	Estimated \$ Amount

EXHIBIT F

COMPENSATION SCHEDULES

ProposerName: _____

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 Contract Documents.

ITEM NO.		PRICE PER EA SERVICE
1	maintenance of Fairmount Park Lakes (chemical applications, aquatic weed control, weekly debris removal)	\$
	Annual Total (34 visits) \$ _____	

ADDITIONAL / SUBTRACTING ITEMS		
1	Springbrook Wash lump sum per instance	\$
2	Springbrook Wash Selective plant removal cost per hour	\$
2	Emergency services, per hour	\$
4	Additional labor, per person per hour	\$
5	Additional Supervisor, per person per hour	\$

RFP # 2006

Annual Maintenance of Fairmont Lakes

ADDENDUM NO.1

1/22/2020

- 1. Additional License Requirements added under section 4 Prerequisites:**
The following requirement has been added:

The Contractor shall hold a valid California Boaters License. All Operators will be required to carry a California Boaters Card at all times and have it available upon request.

4. Prerequisites

Proposals will only be considered from Companies that meet the following prerequisites:

- Have at least three years of experience, within the past five years under a legally registered business name, in providing services of a similar type and scope as described in the Scope of Services ("Services") (Exhibit "A"). Have not filed for bankruptcy under any business name over the past five (5) years.
- Appear on Prospective Bidders List for this particular procurement. Companies can register at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=39475>
- Companies that fail to appear on the Prospective Bidders List for this RFP will be unable to participate and any proposal submitted by any such Company will not be considered.
- All prospective Companies are invited to attend the non-mandatory pre-proposal meeting on January 9th at 9:00 a.m. at the Golf Course at 2631 Dexter Dr, Riverside, CA 92501
- If applicable, Company and/or its key personnel, shall hold an appropriate license for the Company's discipline and the Services on the date the Proposal is submitted.
- The Contractor shall hold a valid "C-27" (Landscaping) California State Contractor License.
- The Contractor shall hold a valid "Qualified Applicator License" issued by the State of California Department of Pesticide Regulation.
- The Contractor shall hold a valid Pest Control Business License issued by the California Department of Pesticide Regulation.
- The Contractor shall be registered with the Department of Industrial Relations
- The Contractor shall hold a valid California Boaters License. All Operators will be required to carry a California Boaters Card at all times and have it available upon request.

*** ACKNOWLEDGEMENT OF THIS ADDENDUM IS REQUIRED. Please acknowledge all addenda electronically via the City's electronic bidding system as part of your bid response before the deadline. Failure to acknowledge an addendum, unless the requirement to acknowledge has been waived, will immediately cause your bid to be deemed non-responsive.

RPW Services, Inc.

RESPONSIVE PEST WORK

P. O. Box 2342, Fullerton Ca 92837

714-870-6352 FAX 714 -870-6485

E-mail: pwebb@rpwservicesinc.com

C-27 942173

AGRICULTURE LIC#02001

STRUCTURAL LIC#PR3095

January 27, 2020

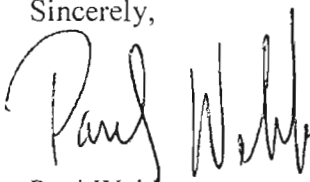
Purchasing Services Manager
City of Riverside
3900 Main Street, 6th Floor
Riverside, CA 92552

Re: **Cover Letter** for RFP 2006

To Whom It May Concern:

This letter confirms that all elements of this RFP have been reviewed and understood by RPW Services, Inc. RPW Services, Inc. intends to perform all services requested in RFP. Qualifying for the work and performing the services are proven by previous experience for Fairmount Lake Aquatic Maintenance, City of Riverside. In addition, having reviewed the RFP, RPW Services, Inc. wishes to enter into contract under the terms and conditions prescribed by this RFP.

Sincerely,



Paul Webb

RPW Services, Inc.

RESPONSIVE PEST WORK

P. O. Box 2342, Fullerton Ca 92837
714-870-6352 FAX 714 -870-6485
E-mail: pwebb@rpwservicesinc.com

C-27942173

AGRICULTURE LIC#02001
STRUCTURAL LIC#PR3095

January 27, 2020

Purchasing Services Manager
City of Riverside
3900 Main Street, 6th Floor
Riverside, CA 92552

Re: Statement of Understanding and Approach for RFP 2006

To Whom It May Concern:

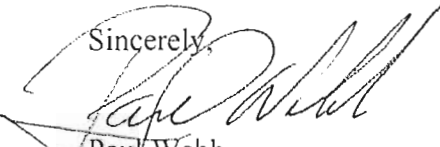
This letter confirms that all elements of this RFP have been reviewed and understood by RPW Services, Inc. RPW Services Inc. has performed Fairmount Park Lakes Maintenance contract since inception more than ten years ago.

RPW Services Inc. understands the services required, timing of applications, applicators and crew required for maintaining the lakes, with as minimum amount of weed growth possible while limiting the amount of pesticides applied to the water system. We have assisted in the maintenance of the Solar Bees systems, dead bird removal and other issues that have come upon the lakes through environmental changes.

Our approach is as follows:

- Routine maintenance typically includes one to two men at the lake for one day per week for debris/trash clean up and aquatic weed clearance.
- Cleaning maintenance of Solar Bees.
- Aquatic weed harvesters will be utilized to help minimize weed growth and reduce the need for pesticide applications.
- Frequency will vary depending on season of the year and weather conditions. Higher frequency will be needed post heavy rainfall or high wind conditions to remove debris and weeds from lake.
- Dyes and aquatic herbicides will be applied with City approval.
- Notification and reports of materials used will be provided to the City of Riverside.

Sincerely,



Paul Webb

RPW SERVICES INC.

RESPONSIVE PEST WORK
714-870-6352 FAX 870-6485
2473 E Orangethorpe Ave. Fullerton, CA
92831

AGRICULTURE LIC # 02001
STRUCTURAL LIC # PR3095
CORPORATION #C1474624 Since 1989
C-27942173

COMPANY INFORMATION

RPW Services Inc., is a full-service landscape pest control company. Since 1987 we have expanded our services to provide a wide range of customer needs.

Contact Persons:

Paul Webb, PCA
pwebb@rpwservicesinc.com
714-412-3515

Jeanne Jones, Administration
jjones@rpwservicesinc.com
714-870-6352

OUR SERVICES ARE TAILORED TO OUR CUSTOMERS PEST NEEDS.

SERVICES CURRENTLY OFFERED;

- * Aquatic algae and weed management with debris removal
- * Tree & Shrub Pest & Disease diagnosis and treatment programs
- * Tree & Shrub health and deep root fertilization programs
- * Soil and Tissue Samples and Horticultural Recommendations
- * Biological Insect control programs
- * Olive and other tree fruit reduction
- * Lawn Fertilization, weed control, disease and insect control
- * Lawn health care programs
- * Ground Cover & Ornamental fertilization grass control pre-emergent weed control
- * Rodent Control (including: gophers, ground squirrels, mice, rats and pigeons)
- * Structural Pest & Mosquito Control
- * Snail Control and Yard pests
- * Weed control applications
- * Soil Sterilization
- * Pest Control Advisor written recommendations and Applicator Training

These are just some of the services we provide to our customers. **RPW Services Inc.**, is committed to giving you the best in service and quality at a price reasonable to both. The advantages of **RPW Services Inc.** are, pest control programs designed by our own pest control advisor to meet your specific needs, timely and responsive work of our crews, limiting your legal liability of pesticide applications and keeping up to date on current laws and regulations by using our service. This allows for us to establish a personable working relationship that serves your pest control needs while complying with state and federal laws.

RPW Services Inc. is licensed by the state of California and insured up to two million dollars by an A rated carrier. Thank you for this opportunity to serve your pest control needs. If you have any questions please feel free to call at any time.



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

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

**Pest Control Business - Main
LICENSE**
LICENSE NO. 30650

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

Mailing Address

RPW SERVICES, INC.
PO BOX 2342
FULLERTON, CA 92833

Business Location

RPW SERVICES, INC.
2437 E ORANGETHORPE AVE
FULLERTON, CA 92831

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



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

PCA

AGRICULTURAL PEST CONTROL ADVISER LICENSE



LICENSE #: 71020
Categories: ABCDEG

EXPIRES: 12/31/2021
Issued: 1/16/2020

PAUL WEBB
PO BOX 2342
FULLERTON, CA 92837



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



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QAL

QUALIFIED APPLICATOR LICENSE



LICENSE #: 96325
Categories: ABCDEFGKO

EXPIRES: 12/31/2021
Issued: 1/1/2020

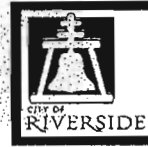
PAUL WEBB
PO BOX 2342
FULLERTON, CA 92837



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

BUSINESS TAX CERTIFICATE

This certificate is issued for revenue purposes only and does not constitute a permit to operate a business. Renewal of this certificate is due no later than 60 days from the posted expiration date to avoid penalties. Failure to receive a renewal notice does not relieve the holder's responsibility to maintain a current certificate while conducting business in the City.



3900 Main Street
Riverside, CA 92522
(951) 826-5465
FAX (951) 826-2356

City of Arts & Innovation

BUSINESS NAME: RPW SERVICES INC
BUSINESS LOCATION: 2473 E ORANGETHORPE AVE
FULLERTON, CA 92831-5303
BUSINESS OWNER: RPW SERVICES INC

RPW SERVICES INC
PO BOX 2342
FULLERTON, CA 92837-342

Account No.: 0133896
Expiration Date: July 31, 2020
Business Type: PEST EXTERMINATOR
SERVICE
NAICS: Exterminating And Pest Control
Services

TO BE POSTED IN A CONSPICUOUS PLACE AT BUSINESS LOCATION • NOT TRANSFERABLE

RPW Services, Inc.
RESPONSIVE PEST WORK

P. O. Box 2342, Fullerton Ca 92837
714-870-6352 FAX 714 -870-6485
E-mail: pwebb@rpwservicesinc.com

C-27 942173

AGRICULTURE LIC#02001
STRUCTURAL LIC#PR3095

January 27, 2020

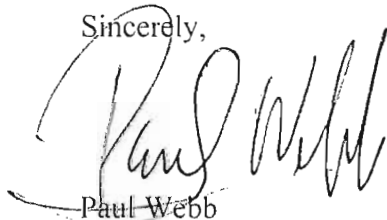
Purchasing Services Manager
City of Riverside
3900 Main Street, 6th Floor
Riverside, CA 92552

Re: Statement of Experience and References for RFP 2006

To Whom It May Concern:

This letter confirms that RPW Services, Inc. has been regularly engaged in performing lake aquatic maintenance work. RPW Services, Inc. is able to furnish the chemicals, materials, equipment and personnel to promptly begin work as required per the RFP. RPW Services Inc. has performed Fairmount Park Lakes Maintenance contract since inception more than ten years ago. Please see the attached reference letters.

Sincerely,



Paul Webb



CITY OF HUNTINGTON BEACH

Public Works Department

Tom Herbel, PE
Acting Director of Public Works

January 27, 2020

Dear Sir or Madam:

The City of Huntington Beach has had an excellent working relationship with RPW Services Inc. for over 10 years.

RPW Services Inc. is a customer-based company servicing a variety of tasks for the City of Huntington Beach, which includes the following:

- Rodent Abatement
- Lake Management
- Aquatic Nature Preservation
- Right of Way Clearing
- Native Plant Clearing
- Weed Abatement

The quality of work performed is outstanding and the company has always been responsive to the City's requests. The technicians assigned to the City perform in an expedient manner and show professionalism to both the residents and City Staff.

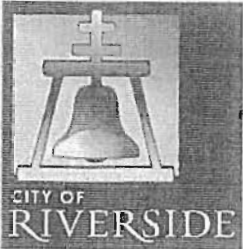
I would strongly recommend RPW Services Inc. for any proposed work you are considering that pertains to the above-mentioned tasks.

Sincerely,

David De La Torre

Landscape Maintenance Supervisor

City of Huntington Beach Public Works Department



Parks, Recreation and
Community Services Department

City of Arts & Innovation

April 17, 2014

Dear Sir/Madam:

The City of Riverside has had an excellent working relationship with RPW Services, Inc., for nearly ten years. RPW Services, Inc., is a customer-service oriented company that has performed a variety of work in developed and undeveloped parks throughout the city. Examples of the services provided include:

- Annual invasive weed abatement;
- Monthly herbicide treatment in two lakes, and maintenance of two SolarBees;
- Quarterly treatment of community centers for indoor pests;
- Monthly rodent and pest control; and
- Annual broadleaf treatment.

Additionally, RPW Services, Inc., has provided specialized services including:

- Treatment of historical cork oak trees for boring pests; and
- Monitoring and reporting on the condition of the historical Parent Navel Orange Tree for the Asian citrus psyllid.

The quality of work performed is very good, and the company has been very responsive to our requests. The field technicians have after-hours access to our facilities, and have proven to be very trustworthy.

I strongly recommend RPW Services, Inc., for your proposed work. If you have any questions, please feel free to contact me at (951) 351-6084.

Sincerely,

Lee Withers
Park Supervisor



CITY OF COSTA MESA

P.O. BOX 1200

CALIFORNIA 92620-1200

FROM THE OFFICE OF MAINTENANCE SERVICES

April 18, 2014,

Dear Sir/Madam:

The City of Costa Mesa has had an excellent working relationship with RPW Services, Inc. for nearly eight (8) years.

RPW Services, Inc. is a customer based Company servicing a variety of tasks for the City of Costa Mesa which includes the following:

- Rodent Abatement
- Lake Management
- Right of Way Clearing
- Native Plant Clearing
- Weed Abatement
- Tree Applications
- Sodding – Conversion of plant material to turf

The quality of the work performed is outstanding. The technicians assigned to the City has adopted the City's pesticide program in an expedient manner and show professionalism to both the residents and City staff.

I would strongly recommend RPW Services, Inc. for any proposed work you are considering an outside contractor to perform that pertains to the above – mentioned bullet point items. Please feel free to contact me to further discuss this Company.

Sincerely,

Jim Ortiz
Maintenance Supervisor,
City of Costa Mesa

(714) 327-7490 – Office phone number
(714) 925-7454 – City cell phone number



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/28/2020

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

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

PRODUCER Van Beurden Ins. Serv, Inc. - Kingsburg PO Box 67 Kingsburg CA 93631	CONTACT NAME: Jeanette Heinrichs PHONE (A/C, No, Ext): (559) 897-2975 FAX (A/C, No): (559) 897-4070 E-MAIL ADDRESS:														
INSURED RPW Services, Inc. P.O. Box 2342 Fullerton CA 92837	INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Starstone National Insurance C</td><td>25496</td></tr><tr><td>INSURER B: State Compensation Ins Fund of</td><td>35076</td></tr><tr><td>INSURER C: NY Marine & General Ins Co</td><td>16608</td></tr><tr><td>INSURER D: Capitol Specialty Ins Corp</td><td>10328</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER	NAIC #	INSURER A: Starstone National Insurance C	25496	INSURER B: State Compensation Ins Fund of	35076	INSURER C: NY Marine & General Ins Co	16608	INSURER D: Capitol Specialty Ins Corp	10328	INSURER E:		INSURER F:	
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INSURER D: Capitol Specialty Ins Corp	10328														
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: Cert ID 36232

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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y Y	PK201900008628	10/08/2019	10/08/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																			
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AGGREGATE	\$ 1,000,000																			
Prod/Comp op Ag	\$ 1,000,000																			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	921959719	10/24/2019	10/24/2020	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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D	Prof Liability		SGC000331908	12/07/2019	12/07/2020	<table border="1"><tr><td>Claims Made 12/7/2011 retro</td><td>\$ 1,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	Claims Made 12/7/2011 retro	\$ 1,000,000		\$										
Claims Made 12/7/2011 retro	\$ 1,000,000																			
	\$																			

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

Re: Description of work performed for the City of Riverside, re: shot hole borer at White and Fairmount Parks. The City of Riverside and its officers, employees and agents shall be named as additional insured as respects to the operations of the named insured per attached General Liability form CG2010 0704 and CG2037 0704, waiver of subrogation as respect General Liability per attached CG2404 0509 endorsement. Workers Compensation Waiver of Subrogation applies in favor of the City of Riverside per attached Form SCIF 10217 7-14.

CERTIFICATE HOLDER**CANCELLATION**

City of Riverside 3900 Main Street Riverside CA 92522-0000	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
--	--

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RPW Services, Inc.

RESPONSIVE PEST WORK

P. O. Box 2342, Fullerton Ca 92837
714-870-6352 FAX 714 -870-6485
E-mail: pwebb@rpwservicesinc.com

C-27942173

AGRICULTURE LIC#02001
STRUCTURAL LIC#PR3095

January 27, 2020

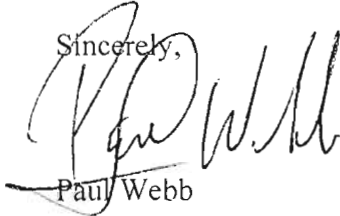
Purchasing Services Manager
City of Riverside
3900 Main Street, 6th Floor
Riverside, CA 92552

Re: Statement of Litigation for RFP 2006

To Whom It May Concern:

This letter confirms that RPW Services, Inc. has not been involved in any litigation, mediation or arbitration regarding performances of any similar services to the RFP for the past five years. RPW Services, Inc. has not received any claims or disciplinary action against the company or any key personnel licenses.

Sincerely,



Paul Webb

EXHIBIT A

Scope of Services

GENERAL

The Work to be done consists of treatment of approximately 11 acres of non-aerified lakes at Fairmount Park. Lakes shall be treated as often as necessary to control algae, algae blooms, aquatic weeds, and to provide an acceptable level of water clarity for recreational purposes. At minimum, treatments shall occur a minimum of twice monthly (except during summer months where frequency will increase to approximately once a week from June to late September). Chemicals shall be applied in strict accordance with the California Department of Agriculture's Rules and Regulations for the application of both restricted and non-restricted materials and chemicals. The scope of work includes the manual and mechanical removal of trash, debris and weeds and plants from the lakes, and surrounding waterways, at the time of chemical treatments for aquatic weed control.

There are two SolarBee aerification units in the lakes. Monthly maintenance and inspection for proper operation and cleaning of the solar panels on the units is required as part of this Work.

CHEMICALS, EQUIPMENT AND SUPPLIES

All chemicals, equipment and supplies, shall be City approved prior to application. No substitutions shall be made without the prior approval of the Parks Superintendent. Contractor shall submit a list of all chemicals prior to the start of work. Watercrafts shall be in good overall condition outboard motors/engines shall be properly maintained so that no oil, hydraulic fluids, fuel, etc., leaks into the lake and channel waters.

CHEMICAL APPLICATIONS

Chemicals shall be recommended and approved by the City prior to use. A Notice of Intent to apply non-restricted/restricted materials form shall be completed and submitted to the Inspector a minimum of seven (7) days prior to intended use. No chemical applications shall be performed until the Inspector's approval is obtained, and a Notice of Intent filed with the Riverside County Department of Agriculture. Failure to obtain authorization from the City may result in a \$200.00 per instance deduction.

Chemical applications shall be performed as often as necessary for the control of aquatic weeds, algae, and for the control of algae blooms. Chemical application shall be performed on one third (1/3) of the total area of each lake per instance, to enable wildlife to leave the treated area, and reduce the risk of die-off. Contractor shall be required to properly treat the lake waters for improving water quality and clarity. Contractor shall be required to treat water from the lake interiors as well as shoreline.

MECHANICAL CONTROL OF AQUATIC WEEDS

If chemical applications are determined to be insufficient for controlling aquatic weeds, especially during the hot weather season, Contractor shall remove weeds using an aquatic weed cutter. This determination shall be made based on impact to recreational activities in the lakes from May through September. Cut weeds shall be removed from the lakes and disposed of offsite, in accordance with Riverside Municipal Code.

DEBRIS REMOVAL

The Contractor shall be required to manually and mechanically remove accumulated and floating trash and debris from lake surface waters and in surrounding waterways. All trash and debris shall be properly disposed of in accordance with all applicable laws, codes and regulations.

SELECTIVE PLANT REMOVAL

The Contractor, at the request of the City, may be required to perform selective plant removals from the lake edge.

LICENSE AND CERTIFICATE

Chemicals shall only be applied under the supervision of persons possessing a valid pest control business license and shall be applied only by qualified applicators. Records of all chemical application operations, authorization stating dates, time, methods of applications, chemical formulations, applicators name and weather conditions at the time of application shall be made and retained in an active file for a minimum of one (1) year. After this period, records shall be retained in accordance with Riverside County Department of Agriculture regulations.

The Contractor shall be responsible for appropriate personnel having a valid and current Qualified Applicators License for the Work described in this RFP. Any use of restricted materials shall be in strict accordance with the State Agriculture Rules and Regulations.

The Contractor shall hold a valid "C-27" (Landscaping) California State Contractor License.

The Contractor shall hold a valid "Qualified Applicator License" issued by the State of California Department of Pesticide Regulation.

The Contractor shall hold a valid Pest Control Business License issued by the California Department of Pesticide Regulation.

DRIFT

Chemicals shall be applied to limit drift to six (6) inches. All precautionary measures necessary to ensure public and worker safety shall be employed since all areas will be open for public access during application.

PUBLIC NOTICES

Contractor shall be responsible for posting all notice when chemicals are applied. All notices shall be in accordance with Chemical Product Labels and Department of Agriculture Regulations.

EXHIBIT B

Sample Services Agreement

On this 27 day of January, 2020, the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and **RPW Services, Inc., a California corporation**, ("Contractor"), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of **Fairmount Park Lakes** ("Services"). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

2. **Term.** This Agreement shall be in effect for **March 2020 through February 28, 2022**, unless otherwise terminated pursuant to the provisions herein. **[**Optional: The term may be extended for an additional one-year period, upon mutual written agreement of the parties not to exceed 5 years.**]**

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 ***Eighty-Five thousand dollars (\$85,000.00) or Forty-Two Thousand Five Hundred Dollars ANNUALLY (\$42,500)*** unless an increase is agreed to by the parties. City shall pay Contractor for Services performed to City's satisfaction on a monthly basis in accordance with the provisions of the Compensation Schedule attached hereto as Exhibit "B" and incorporated herein by this reference. If the term of the Agreement is extended, Contractor's compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. **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.

5. **Business Tax Certificate.** As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.

6. **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.

7. Personnel. Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "C," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.

8. Assignment and Subcontracting. Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

9. Independent Contractor. In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

10. Indemnification. Contractor shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, arising out of the sole negligence or willful misconduct of Contractor, its officers, employees, subcontractors, agents or including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the City and the City's employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of City. Contractor's obligations hereunder shall be satisfied when Contractor has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

11. Insurance.

11.1 General Provisions. Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 Ratings. Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

11.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

11.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

11.2 Workers' 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 showing 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 City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

11.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of

Contractor. The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

11.3.1 Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

11.3.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

11.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:
It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

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

- a. If the policy is 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 services. The retroactive date of coverage must also be listed.
- b. 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 and Endorsement No. CG 20010413 shall be provided to the City.

12. Termination. City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

(1) Contractor fails to promptly begin performance of the Services;

(2) Contractor fails to perform the Services;

- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- (8) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

13. **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, gender, gender identity, genetic information, 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.

14. **City's Right to Employ Other Consultants/Contractors.** City reserves the right to employ other Contractors in connection with the Services. If the City is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.

15. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further warrants that neither Contractor, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

16. **Solicitation.** Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

17. **Prevailing Wage.** If applicable, pursuant to Section 1771 of the California Labor Code, Contractors 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. California Labor Code 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>.

18. **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:

To City
Parks, Recreation and Community Services
Department, City of Riverside

To Contractor
RPW Services, Inc.
Attn: Paul Webb

19. **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 the Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

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. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

23. **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.

24. **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.

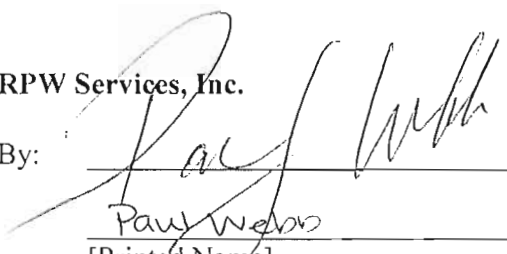
[SIGNATURES ON FOLLOWING PAGE.]

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

By: _____
City Manager

RPW Services, Inc.

By:  _____
Paul Webb
[Printed Name]

Attest: _____
City Clerk

President

[Title]

Certified as to Availability of Funds

By: _____

By: _____
CFO/Treasurer

[Printed Name]

[Title]

Approved as to Form:

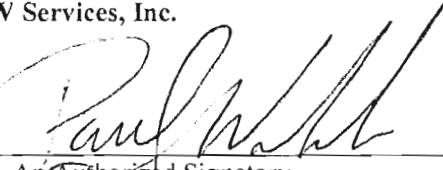
By: _____
Chief Assistant City Attorney

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.

RPW Services, Inc.

By:

A handwritten signature in dark ink, appearing to read "Paul White", is written over a horizontal line.

Authorized Signatory

Date:

1/28/2020

EXHIBIT C

PERFORMANCE BOND

Bond No.

Bid No.

Premium:

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, on January, 20 20, the CITY OF RIVERSIDE ("CITY") awarded to RPN Services Inc; State Contractor's License No. 942173 ("PRINCIPAL") a contract for performance of the work described as Fairmount Lakes; Bid No. 2000 ("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, NA ("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 NA Dollars (\$ NA.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.

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IN WITNESS WHEREOF, we sign and seal this BOND on NA, 20 .

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

Telephone No. _____

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

NAME:
Principal

RPW Services Inc.

By: _____ (Seal)

Paul Weibo, President
Typed Name and Title

Surety (Seal)

Attorney-In-Fact
Typed Name and Title

PAYMENT BOND

Bond No.
Bid No.
Premium:

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, on January, 2020, the CITY OF RIVERSIDE ("CITY") awarded to RPW Services Inc ("PRINCIPAL") a contract for performance of the work described as Fairmount Lakes; Bid No. 2000 ("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, NA ("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 NA Dollars (\$ NA .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.

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IN WITNESS WHEREOF, we sign and seal this BOND on NA, 20 .

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

Telephone No. _____

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

NAME: R.P.W. Services, Inc.
Principal

By: [Signature] (Seal)

Paul Webb, President
Typed Name and Title

Surety
_____(Seal)

Attorney-In-Fact

Typed Name and Title

EXHIBIT D

CONTRACTOR'S QUALIFICATIONS STATEMENT

CONTRACTOR NAME: RPW Services Inc.

The following licenses are required for this Work:

1. Pest Control Business License issued by the California Department of Pesticide Regulation License No. 30650
2. Qualified Applicator License issued by the California Department of Pesticide Regulation License No. 96325
3. C-27 Landscaping Contractor issued by the California Contractors State License Board License No. 942173

1. ORGANIZATION

1.1 How many years has your organization been in business?
33 years, since 1987

1.2 How many years has your organization been in business under its present name?
All

1.2.1 Under what other names has your organization operated?
NA

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: 12/29/1989

1.3.2 State of incorporation: CA

1.3.3 Corporate ID number: C1474624

1.3.4 President's name: Paul Webb

1.3.5 Agent for Service of Process: _____

1.4 If your organization is a partnership, answer the following:

2. LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.

___State of California, Landscape Maintenance and Pest Control___

- 2.2 List any other certifications held by your organization, and the name under which they are held.

Federal ID #33-0416937 SIC #7342

Corporation State Lic #C1474624 Since 12/29/1989

Contractors State Lic #942173

DIR #1000014072

Pest Control Main #30650

Agriculture Lic # 02001

Structural Lic # PR3095

QAL #96325

PCA #71020

Structural Pest Control Board #OPR9676

- 2.3 How many years have you held your applicators' / Advisor's license with the State of California?
Please list date license obtained and categories.

___Since 1987;___
___PCA ABCDEG___
___QAL ABCDEFGKO___

3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces.

Landscape Management Services; Aquatic Algae Management, Pest & Disease Control, Invasive Weed Control, Custom Fertilization, Habitat Restoration, Ground Cover & Slope Control, Ornamental Planting

Pest Control Services; Gophers, Ground Squirrels, Rats, Mice/Voles, Moles, Fire Ants

Tree Services; Pest & Disease Control; Aphids, Borers and more, Fruit Reduction, Deep Root Fertilization, Palm Treatments

Consultation Services; Biologicals, Certified Arborist Diagnostics & Reports, Palm Tree Specialists, Sports Turf Specialists, Soil Sampling, Pest Control Advisor

- 3.2 List all service contracts your organization has completed in the past five years, giving the name of project, owner, owner's phone number, project manager, Contract amount, date of completion and percentage of the cost of the work performed with your own forces.

City of Riverside- Fairmount Lake Aquatic Maintenance, Randy Solis
951-351-6084. \$40,000.00. Ongoing. 100%

City of Huntington Beach- Greer, Carr and Little Shell Lake Services Aquatic Maintenance. David DeLaTorre 714-375-5124. \$55,000.00. Ongoing. 100%

Shipley Nature Center- Cattails and Bulrush removal with mosquito treatment. David DeLaTorre 714-375-5124. \$149,000.00. Winter 2017/2018. 100%

State average annual services performed during the past five years:

3.3

Year	2015	\$ 2,300,000.00
Year	2016	\$ 2,600,000.00
Year	2017	\$ 2,790,000.00
Year	2018	\$ 2,950,000.00
Year	2019	\$ 2,780,000.00

3.4 List the service contracts and/or projects your organization has in progress, giving the name of the project, owner/contact, contract amount, type of service and scheduled completion. City of Riverside- Fairmount Lake Aquatic Maintenance, Randy Solis 951-351-6084. \$40,000.00. Ongoing. City of Huntington Beach- Greer, Carr and Little Shell Lake Services Aquatic Maintenance. David DeLaTorre 714-375-5124. \$55,000.00. Ongoing.

3.5

Has your organization, under its current name or any previous names, ever failed to complete any work/contract awarded to it? (If Yes, please explain)

No

4. CLAIMS AND LAWSUITS

4.1 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or any of its officers? (If Yes, please describe)

NO

4.2 Has your organization filed any law suits or requested arbitration with regard to any of its contracts within the last five (5) years? (If Yes, please explain)

NO

4.3 During the past five years, have any claims been made against any performance or payment bond maintained in connection with a landscape services contract? (If Yes, please describe)

NO

Please note that all Proposers must have a minimum of three (3) years commercial and/or municipal Aquatic Lake service experience under its current business name, of similar scope and size.

EXHIBIT E

DESIGNATION OF SUBCONTRACTORS

PROPOSER NAME: ____RPW Services Inc. _____

Each Proposer shall set forth below:

1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Proposer/Contractor in connection with the services to be provided pursuant to this RFP . N/A

Note: Contractor shall be required to perform, with its own forces, contract work amounting to at least 70% of the total Contract Price.

2. The portion and estimated dollar amount of the work that will be done by each subcontractor. N/A
3. If the Proposer/Contractor fails to specify a subcontractor, or if more than one subcontractor is listed for the same portion for work to be performed under the Contract, Proposer agrees that it is fully qualified to perform that portion of work, and shall perform said work. If after award of Contract, the Contractor subcontracts any such portion of the work, the Contractor shall be subject to the statutory penalties. N/A
4. The Contractor shall not substitute any subcontractor in place of the subcontractor listed in below without prior written approval from the City. N/A
5. Any violation of the above provisions may be considered to be a breach of the Contract and the City may exercise the option, in its own discretion, of (1) terminating the Contract, or (2) assessing the Contractor a penalty in an amount not more than ten percent of the amount of the subcontract involved. N/A

Please type or legibly print (attach additional sheets as necessary).

Name of Subcontractor	City	Service/License #	DIR No.	Estimated \$ Amount
None				

EXHIBIT “B”

COMPENSATION

EXHIBIT F

COMPENSATION SCHEDULES

ProposerName: RPW Services 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 Contract Documents.

ITEM NO.		PRICE PER EA SERVICE
1	maintenance of Fairmount Park Lakes (chemical applications, aquatic weed control, weekly debris removal)	\$ 1,234.00
	Annual Total (34 visits) \$ 41,956.00	

ADDITIONAL / SUBTRACTING ITEMS		
1	Springbrook Wash lump sum per instance	\$2,400.00
2	Springbrook Wash Selective plant removal cost per hour	\$65
2	Emergency services, per hour	\$190
4	Additional labor, per person per hour	\$65
5	Additional Supervisor, per person per hour	\$85

EXHIBIT “C”

KEY PERSONNEL

RPW Services, Inc.

RESPONSIVE PEST WORK

P. O. Box 2342, Fullerton Ca 92837

714-870-6352 FAX 714 -870-6485

E-mail: pwebb@rpwservicesinc.com

C-27 942173

AGRICULTURE LIC#02001

STRUCTURAL LIC#PR3095

January 27, 2020

Purchasing Services Manager

City of Riverside

3900 Main Street, 6th Floor

Riverside, CA 92552

Re: Statement of Company Personnel for RFP 2006

Management:

Paul Webb

President, PCA, QAL

pwebb@rpwservicesinc.com

714-412-3515

Jeanne Jones

Administrative Contact, QAL

jjones@rpwservicesinc.com

714-870-6352

Technicians:

1. Alfonso Gonzalez, Assistant Technician- 1 year experience
2. Hugo Silva- Technician, 10+ years experience (Aquatic)
3. Ismael Varela, Technician & QAL- 5+ years experience
4. Jesus Rodriguez, Senior Technician & QAL- 10+ years experience (Aquatic)
5. Kevin DeLaRiva, Assistant Technician- 1 year experience
6. Martin Garcia, Senior Technician & QAL- 10+ years experience
7. Miguel Nieblas, Senior Technician & QAL- 10+ years experience

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.

[Contractor]

By:

An Authorized Signatory

Date:
