

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

RP Landscape & Irrigation, Inc.

Annual Citywide Landscape Maintenance Services

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

RECITALS

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

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

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

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

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

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

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

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

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

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

Notwithstanding any provision of Contractor 's invoices to the contrary, out of pocket expenses set forth in Exhibit A-1 respectively, shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

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

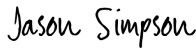
IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be executed on the respective dates set forth below.

"CITY"

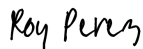
CITY OF LAKE ELSINORE, a municipal corporation

"CONTRACTOR"

RP Landscape & Irrigation, Inc., a Corporation


DocuSigned by:

1F551F00E0FE412...
City Manager

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


DocuSigned by:

8040F20E0E004D4...
Roy Perez, Owner

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

ATTEST:

DocuSigned by:

2941B149748C400...
City Clerk

APPROVED AS TO FORM:

DocuSigned by:

A3000D9090AF40C...
City Attorney

DocuSigned by:

678FB33A1E42495...
Assistant City Manager

Attachments: Exhibit A-1 – Contractor 's Proposal

EXHIBIT A-1

CONTRACTOR 'S PROPOSAL

[ATTACHED]

RP Landscape & Irrigation

PO Box 1200
San Bernardino, CA 92402

| DATE | INVOICE NO. |
|-----------|-------------|
| 5/29/2023 | 10234 |

| | |
|---|---|
| BILL TO City of Lake Elsinore Finance Department 130 S Main Street Lake Elsinore, CA 92530 | JOB NAME <div style="text-align: right; color: red; font-weight: bold;"> RECEIVED MAY 31 2023 ACCOUNTS PAYABLE </div> |
|---|---|

RECEIVED
 JUN - 2 2023
 By:

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

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

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

RP Landscape & Irrigation

PO Box 1200

San Bernardino, CA 92402

| DATE | INVOICE NO. |
|-----------|-------------|
| 5/29/2023 | 10234 |

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

| |
|-----------------|
| JOB NAME |
| |

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

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

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

RP Landscape & Irrigation

PO Box 1200

San Bernardino, CA 92402

| DATE | INVOICE NO. |
|-----------|-------------|
| 5/29/2023 | 10220 |

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

| |
|-----------------|
| JOB NAME |
| Elm Grove |

RECEIVED
MAY 31 2023
ACCOUNTS PAYABLE

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

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

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

RP Landscape & Irrigation

PO Box 1200
San Bernardino, CA 92402

PAST DUE

| DATE | INVOICE NO. |
|-----------|-------------|
| 3/31/2023 | 10197 |

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

RECEIVED
JUN - 2 2023
By:

| |
|-------------------|
| JOB NAME |
| Canyon Hills Park |

RECEIVED
MAY 31 2023
ACCOUNTS PAYABLE

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/06/2023

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

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

| | | | |
|--|--|---|--|
| PRODUCER Central City Insurance Agency, Inc. 1030 Nevada Street Suite 106 Redlands CA 92374 | | CONTACT NAME: Patricia Wagner,CIC,CISR PHONE (A/C, No, Ext): (909) 307-6076 FAX (A/C, No): (909) 798-4107 E-MAIL ADDRESS: pwagner@centralcityinsurance.com | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Scottsdale Ins Co | |
| | | INSURER B: Palomar Specialty Insurance Company | |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 2022-2023

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|---|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | Y | | CPS7669677 | 10/19/2022 | 10/19/2023 | EACH OCCURRENCE \$ 2,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | | | | | | | MED EXP (Any one person) \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | GENERAL AGGREGATE \$ 4,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| | AUTOMOBILE LIABILITY | Y | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| <input type="checkbox"/> ANY AUTO | <input type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per person) \$ |
| <input type="checkbox"/> OWNED AUTOS ONLY | <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) \$ |
| <input type="checkbox"/> HIRED AUTOS ONLY | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB | | | | | | Theft Prevention \$ |
| | EXCESS LIAB | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> OCCUR | | | | | | Each Occurrence \$ |
| | <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE \$ |
| | DED RETENTION \$ | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y/N | N/A | PSIC12300-02 | 01/10/2023 | 01/10/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. and are named as Additional Insured per Blanket Additional Insured endorsement GLS150s 07 09
 Primary and Non Contributory applies per endorsement CG 20 01 12-19, Waiver of Subrogation for General Liability applies per endorsement CG 24 04 12
 19 30 day notice for cancellation, 10 day notice for cancellation by non-payment

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|---|
| City of Lake Elsinore 521 N Langstaff Street Lake Elsinore CA 92530 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|---|

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/18/2023

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

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

| PRODUCER State Farm State Farm Hector Feria, Agent 4531 Philadelphia St Suite 106-B Chino Ca 91710 | CONTACT NAME: Gabby Mora PHONE (A/C, No, Ext): (626)579-5100 FAX (A/C, No): N/A E-MAIL ADDRESS: gabby.mora.vabk13@statefarm.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : State Farm General Insurance Company</td> <td>25151</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : State Farm General Insurance Company | 25151 | INSURER B : | | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : | |
|---|--|-------------------------------|--------|--|-------|-------------|--|-------------|--|-------------|--|-------------|--|-------------|--|
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : State Farm General Insurance Company | 25151 | | | | | | | | | | | | | | |
| INSURER B : | | | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |
| INSURED RP Landscape & Irrigation Attn: Roy Perez P.O Box 1200 San Bernardino Ca 92402 | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADD INSD | SUB WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|----------|---------|--|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY | X | X | 767 3731-D12-75 2016 Toyota Tundra Pickup VIN: 5TFRM5F13GX108980 | 06/29/2023 | 06/29/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N / A | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

The City of Lake Elsinore, its directors, officials, officers, employees, agents and volunteers are named as additionally insured in respects to General Liability and Auto Liability policies per attached endorsements #8675309 & #90210. General Liability and Auto insurance is deemed primary and certificate holders insurance shall be non-contributory per attached Endorsement #123456

CERTIFICATE HOLDER
CANCELLATION

The City of Lake Elsinore
 130 S Main St
 Lake Elsinore, Ca 92524

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

AUTHORIZED REPRESENTATIVE

Gabby Mora

© 1988-2015 ACORD CORPORATION. All rights reserved.

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

POLICY NUMBER: CPS7669677

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

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

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

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

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



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT
NO. _____

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

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

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

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

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

written contract specifically requires that this insurance be primary.

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

AUTHORIZED REPRESENTATIVE

DATE

Includes copyrighted material of ISO Properties, Inc., with its permission.
Copyright, ISO Properties, Inc., 2004

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC ON 04 WS A****(Ed. 01-19)****WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA**

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

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

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

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

Schedule**Person or Organization**

Blanket Waiver of Subrogation

Job Description

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

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

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

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

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

Endorsement No.:

Countersigned By



BUSINESS LICENSE

This business license is issued for revenue purposes only and does not grant authorization to operate a business. This business license is issued without verification that the holder is subject to or exempted from licensing by the state, county, federal government, or any other governmental agency.

Business Name: RP LANDSCAPE & IRRIGATION

Business Location: 1905 W RIALTO AVE
SAN BERNARDINO, CA 92410-1618

Owner Name(s): ROY PEREZ

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

CITY OF LAKE ELSINORE

Administrative Services - Licensing
130 South Main Street, Lake Elsinore, CA 92530
PH (951) 674-3124

BUSINESS LICENSE NO. 025530

Business Type: LANDSCAPING CONTRACTOR

Issue Date: 12/1/2022

Expiration Date: 11/30/2023

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

TO BE POSTED IN A CONSPICUOUS PLACE

THIS IS YOUR LICENSE • NOT TRANSFERABLE