

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

**Excel Landscape, Inc.**

**Annual Citywide Landscape Maintenance Services**

This Amendment No. 2 to Agreement for Contractor Services is made and entered into as of 4/25/2023, by and between the City of Lake Elsinore, a municipal corporation ("City"), and Excel Landscape, 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 Two Hundred Thirteen Thousand Three Hundred dollars (\$213,300).

C. Amendment No. 1 was approved on July 12, 2022, to increase the compensation in an amount of Two Hundred Sixty-Six Thousand Three Hundred dollars (\$266,300).

D. The parties now desire to amend the scope of services and increase the payment for such services 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 Proposal (attached to this Amendment No. 2 as Exhibit A-2). Contractor shall provide such services at the time, place, and in the manner specified in Exhibit A-2, subject to the direction of the City through its staff that it may provide from time to time.

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

Notwithstanding the foregoing, for purposes of Amendment No. 2 and the term thereof, compensation to be paid to Contractor shall be in accordance with the Schedule of Charges set forth in Contractor's Proposals (referenced collectively as Exhibit A-1 to Amendment No. 1 and Exhibit A-2 of Amendment No. 2). In no event shall Contractor's compensation related to Contractor's Proposals exceed Three Hundred Fifty-Three Thousand dollars (\$353,000) for the fiscal year commencing the July 1, 2023 through June 30, 2024 without additional written authorization from the City.

Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses set forth in Contractor's Proposals, 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. Pursuant to Section 2(c) of the Original Agreement, the City hereby elects to extend the term of the Original Agreement by 12 months until June 30, 2024, and Contractor acknowledges and consents to such extension.

4. Except for the changes specifically set forth herein, all other terms and conditions of the Original Agreement, as amended, 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"

Excel Landscape, Inc. a Corporation

DocuSigned by:

*Jason Simpson*

City Manager

DocuSigned by:

*Jose Alfaro*

Jose Alfaro, Sr.

Date: 5/31/2023 | 4:56 PM PDT

Date: 5/31/2023 | 6:45 PM CDT

ATTEST:

DocuSigned by:

*Luz Reyes*

City Clerk

APPROVED AS TO FORM:

DocuSigned by:

*Barbara Leibold*

City Attorney

DocuSigned by:

*Shannon Buckley*

Assistant City Manager

Attachments: Exhibit A-2 – Contractor's Proposal

**EXHIBIT A-2**

**CONTRACTOR'S PROPOSAL**

**[ATTACHED]**

**City of Lake Elsinore**

Downtown Main st  
130 South Main St.  
Lake Elsinore, California 92530

**Estimate #10308**

From Excel Landscape South  
(800) 734-9650  
1185 Magnolia Ave. E400  
Corona CA, 92879

Bill To Downtown Main st  
130 South Main St  
Lake Elsinore, California 92530

Sent On 02/22/2023

Job Title Family center

Job Number 7721

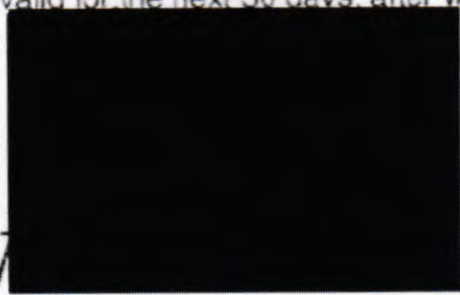
Location Family center

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Plant 1 gallon	One gallon plant installed	1100	\$12.00	\$13,200.00
Irrigation Labor	Irrigation Labor	16	\$75.00	\$1,200.00
Mulch	1 yard Cover mulch installed	50	\$45.00	\$2,250.00
Tree Removal	Small tree removal and flush cut	7	\$150.00	\$1,050.00
Plant 5 gallon (Iceberg rose)	5 gallon plant installed	40	\$35.00	\$1,400.00
Labor	Standard Labor	32	\$45.00	\$1,440.00
Material	1812 with mp rotator nozzle	46	\$30.00	\$1,380.00
Material	Pvc pipe 3/4	800	\$0.95	\$760.00
Material	Pvc fittings	1	\$250.00	\$250.00

**Total****\$22,930.00**

Price does not include any replacement of irrigation valves, irrigation controller, or wiring.

This quote is valid for the next 30 days, after which values may be subject to change.

Signature: Date: 3/15/23



**City of Lake Elsinore**

Canyon Hills Sports Park  
34360 Canyon Hills Rd  
Lake Elsinore, California 92532

**Estimate #10345**

**From** Excel Landscape South  
(800) 734-9650  
1185 Magnolia Ave. E400  
Corona CA, 92879

**Bill To** Downtown Main st  
130 South Main St.  
Lake Elsinore, California 92530

**Sent On** 04/07/2023

**Job Title** Palm tree irrigation repair due to  
construction damage

**Job Number** 7721

**Location** Canyon Hills Sports Park palm trees

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Material	Rain Bird bubbler .25 GPM	24	\$45.00	\$1,080.00
Material	Schedule 40 3/4 in PVC pipe	80	\$0.95	\$76.00
Material	Misc pvc fittings	1	\$150.00	\$150.00
Labor	Standard Labor	12	\$45.00	\$540.00
Irrigation Labor	Irrigation Labor	12	\$75.00	\$900.00

**Total****\$2,746.00**

This quote is valid for the next 30 days, after which values may be subject to change.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



710 Rimpau Ave. Suite 108 • Corona, CA 92879-5724

(951) 735-9650 Fax (951) 735-0469 • Lic # 694553

May 15, 2023

City of Lake Elsinore  
Attn: Rick De Santiago  
130 S Main St.  
Lake Elsinore, CA 92530

Mr. Rick De Santiago,

Thank you for the opportunity to maintain the streetscapes for the City Of Lake Elsinore for the last several years. At this time Excel Landscape would like to express our interest in extending the current agreement for an additional year. Due to increased labor and material costs of over 6% for the last 2 years, we would respectfully request a 6% increase of the total contract amount to help cover these increased costs. The contract amounts are as outlined below:

Lake Elsinore Streetscapes

Current monthly contract amount - \$17,775.00  
Increased monthly contract amount - \$18,841.50  
Increase per month - \$1066.50

We look forward to continue serving your city. Please feel free to contact me if you have any questions.

Respectfully,

*Jason Alfaro*

Jason Alfaro  
Project Manager



May 30, 2023

Excel Landscape  
Attn: Jason Alfaro  
710 Rimpau Ave. Suite 108  
Corona, CA 92879

**RE: RATE INCREASE**

Dear Mr. Alfaro:

This letter serves as a notice of acceptance regarding your 6% increase due to the unforeseen cost increases to material and labor on your Annual Contract dated April 25, 2023, and ending June 30, 2024.

Current monthly contract amount - \$17,775.00  
Increased monthly contract amount - \$18,841.50  
Increase per month - \$1,066.50

If you have any questions regarding this matter, please contact Carla Khalil, Management Analyst  
Department of Public Works at (951) 674-5170 ext. 364.

Sincerely,

DocuSigned by:

*Shannon Buckley*  
678F035A1E42495  
Shannon Buckley  
Assistant City Manager

## ADDENDA NO. 1 &amp; 2 &amp; 3

**EXHIBIT "B"**  
**CITY OF LAKE ELSINORE**  
**LANDSCAPE MAINTENANCE EXTRA WORK**  
**PRICE SHEET**

**I. Turf Maintenance (All Turf Areas)****Unit Cost**

1. Mowing (Including Bagging of Clippings)	\$ 4 5 . 0 0	<del>sq. ft.</del> Per man HR.
2. Edging	\$ 4 5 . 0 0	<del>linear ft.</del> Per man HR.
3. String Trimming	\$ 4 5 . 0 0	<del>linear ft.</del> Per man HR.
4. Aerification (Core/3")	\$ Quote	sq. ft.
5. Aerification (Deep Tine/6")	\$ N/A	sq. ft.
6. Weed Removal (Manual)	\$ Quote	per man hr.
7. Pest Control (Manual)	\$ 7 5 . 0 0	per man hr. (Labor only)
8. Fertilization (Placement Only)	\$ Quote	sq. ft.
9. Materials (Fertilizer, Soil Amends)	\$ Cost + 15%	
10. Over seeding of Sports turf (Soccer Field, Football Field)	\$ Quote	sq. ft. (min. 40,000 sq. ft.)
11. Over seeding of Sports turf (Baseball Field)	\$ Quote	sq. ft. (min. 5,000 sq. ft.)
12. Over seeding of General use turf areas	\$ Quote	sq. ft. (min. 1,000 sq. ft.)
13. Artificial Turf areas	\$ Quote	sq. ft. (min. 1,000 sq. ft.)

**II. General Landscape Maintenance (Planters and Slope Areas)**

1. Edging (Ground Cover)	\$ 4 5 . 0 0	<del>linear ft.</del> Per man HR.
2. Trimming (Shrubs, Ground Cover)	\$ 4 5 . 0 0	<del>sq. ft.</del> Per man HR.
3. Pruning/Shrubs, Vines, Roses	\$ 4 5 . 0 0	<del>sq. ft.</del> Per man HR.
4. Pruning/Trees (To 18')	\$ Quote	each
5. Weed Removal (Manual)	\$ 4 5 . 0 0	per man hr.
6. Pest Control (Manual)	\$ 7 5 . 0 0	per man hr.
7. Fertilization (Placement Only)	\$ Quote	<del>sq. ft.</del> Per man HR.
8. Vegetation Removal	\$ Quote	sq. ft.
9. Materials (Fertilizer, Soil Amends)	\$ Cost + 15%	

**III. Plant Material (Installed, All Areas)**

1. Annual Color (4" Container)	\$ 3 0 . 0 0	each
2. Ground Cover	\$ 3 0 . 0 0	flat
3. One (1) Gallon	\$ 1 2 . 0 0	each
4. Five (5) Gallon	\$ 2 8 . 0 0	each
5. Fifteen (15) Gallon	\$ 1 5 0 . 0 0	each
6. 24" Box Tree	\$ 2 7 5 . 0 0	each
7. Seeded Turf	\$ Quote	sq. ft.
8. Sodded Turf	\$ Quote	sq. ft.
9. Hydroseed	\$ Quote	sq. ft.
10. Soil Preparation (Existing Area)	\$ Quote	sq. ft.
11. Soil Preparation (New Area)	\$ Quote	sq. ft.
12. Wood Mulch	\$ 5 0 . 0 0	cu. yd.



**IV. Irrigation System Maintenance**

1. Inspection
2. Repair (Main Line, Lateral Line, Sprinklers)
3. Parts

\$ 7 5 . 0 0 per hr.  
\$ 7 5 . 0 0 per hr.  
\$ Cost + 15%

**V. *General Pest Control***

1. Written Recommendation by PCA
2. Qualified Applicator (QAC)
3. Trained Applicator
4. Material

\$ Quote each  
\$ 1 2 5 . 0 0 per hr.  
\$ 7 5 . 0 0 per hr.  
\$ Quote



EXCELAN-01

ASHUNN

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 3/31/2023

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).

<b>PRODUCER</b> License # 0M63276 <b>Gallant Risk and Insurance Services, LLC</b> 4160 Temescal Canyon Rd. Suite 214 Corona, CA 92883	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (951) 368-0700 <b>FAX (A/C, No):</b> (951) 368-0707 <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b>  <b>Excel Landscape, Inc.</b> 1185 Magnolia Ave., #E400 Corona, CA 92879	<table border="1"> <thead> <tr> <th data-bbox="812 472 1396 504">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1396 472 1549 504">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="812 504 1396 535"><b>INSURER A: Middlesex Insurance Company</b></td> <td data-bbox="1396 504 1549 535"><b>23434</b></td> </tr> <tr> <td data-bbox="812 535 1396 567"><b>INSURER B: StarStone National Insurance Company</b></td> <td data-bbox="1396 535 1549 567"><b>25496</b></td> </tr> <tr> <td data-bbox="812 567 1396 598"><b>INSURER C:</b></td> <td data-bbox="1396 567 1549 598"></td> </tr> <tr> <td data-bbox="812 598 1396 630"><b>INSURER D:</b></td> <td data-bbox="1396 598 1549 630"></td> </tr> <tr> <td data-bbox="812 630 1396 661"><b>INSURER E:</b></td> <td data-bbox="1396 630 1549 661"></td> </tr> <tr> <td data-bbox="812 661 1396 676"><b>INSURER F:</b></td> <td data-bbox="1396 661 1549 676"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A: Middlesex Insurance Company</b>	<b>23434</b>	<b>INSURER B: StarStone National Insurance Company</b>	<b>25496</b>	<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER F:</b>															

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X X	A0133421004	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X X	A0133421001	8/1/2022	8/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded \$ 1,000
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		A0133421005	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 Follow Form \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	T10231326	4/1/2023	4/1/2024	<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

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

Job # 7721

Re: All landscape operations performed by or on behalf of the named insured.

The City of Lake Elsinore, The Community Redevelopment Agency of the City of Lake Elsinore (RDA), its directors, officers & employees are named as additional insured.

## CERTIFICATE HOLDER

## CANCELLATION

City of Lake Elsinore  
 Attn: Public Works Department  
 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

Annie Shunn

POLICY NUMBER: A0133421004

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

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

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

**Name Of Person Or Organization:**

Any person or organization from whom you are required to  
waive your right to recover under a written contract or  
agreement in effect prior to any loss or damage

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

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

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

POLICY NUMBER: A0133421004

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage	All locations and jobs performed that have a written contract, agreement or permit
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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



POLICY NUMBER: A0133421004

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage	All locations per written contract, agreement or permit Description: All jobs performed that have a written contract, agreement or permit
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1. Required by the contract or agreement; or**

**2. Available under the applicable Limits of Insurance shown in the Declarations;**

whichever is less.

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

POLICY NUMBER: A0133421001

COMMERCIAL AUTO  
CA 04 44 10 13**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:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Excel Landscape Inc**Endorsement Effective Date:** 08/01/2022**SCHEDULE****Name(s) Of Person(s) Or Organization(s):**Any person or organization from whom you are required to  
waive your right to recover under a written contract or  
agreement in effect prior to any loss or damage

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

**The Transfer Of Rights Of Recovery Against  
Others To Us** condition does not apply to the  
person(s) or organization(s) shown in the Schedule,  
but only to the extent that subrogation is waived  
prior to the "accident" or the "loss" under a contract  
with that person or organization.

POLICY NUMBER: A0133421001

COMMERCIAL AUTO  
CA 76 01 06 15**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED - PRIMARY AND  
NONCONTRIBUTORY - COVERED AUTOS  
LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

**Named Insured:** Excel Landscape Inc  
**Endorsement Effective Date:** 08/01/2022**SCHEDULE****Name Of Person(s) Or Organization(s):**

Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage

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

**A.** Each person or organization shown in the Schedule is an "insured" for **Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in:

- (1) Paragraph A.1. of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or
- (2) Paragraph D.2. of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

**B. Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

- (1) The person or organization is a Named Insured under such other insurance; and
- (2) Prior to the "accident" 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 person or organization.



**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:** EXCEL LANDSCAPE, INC.

**Business Location:** 710 RIMPAU STE 108  
CORONA, CA 92879

**Owner Name(s):** JOSE ALFARO

EXCEL LANDSCAPE, INC.  
1185 MAGNOLIA AVE STE E-400  
CORONA, CA 92879-3218

**CITY OF LAKE ELSINORE**

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

**BUSINESS LICENSE NO.** 004404

**Business Type:** LANDSCAPING CONTRACTOR

**Issue Date:** 5/1/2023

**Expiration Date:** 4/30/2024

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**

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