

**AMENDMENT NO. 3
TO AGREEMENT FOR CONTRACTOR SERVICES**

RP Landscape & Irrigation, Inc.

Annual Citywide Landscape Maintenance Services

This Amendment No. 3 to Agreement for Contractor Services is made and entered into as of 8/8/2023, 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. Amendment No. 2 to the Original Agreement was executed on 7/11/2023 to increase the amount of compensation by Ninety-Eight Thousand Five Hundred and Zero Cents (\$98,500.00).

F. The parties now desire to increase the payment for such services as set forth in this Amendment No 3.

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

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

Compensation to be paid to Contractor shall be in accordance with the fees set forth in Contractor's Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Contractor's annual compensation exceed One Million One Hundred Nine Thousand Four Hundred Sixty-Two Dollars and Fourteen Cents. (\$1,109,462.14) without additional written authorization from the City Council. Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

2. 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. 3 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:
Jason Simpson
4F554F00E0FE412...
City Manager

DocuSigned by:
Roy Perez
0048F20E0E004D4...
Roy Perez, Owner

Date: 8/11/2023 | 8:20 AM PDT

Date: 8/11/2023 | 7:56 AM PDT

ATTEST:

DocuSigned by:
CAJ
2044B140740C400...
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Barbara Leibold
A5000B9000AF40C...
City Attorney

DocuSigned by:
Shannon Buckley
070FB05A1E42405...
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

RECEIVED

JUL 05 2023

ACCOUNTS PAYABLE

DATE	INVOICE NO.
6/29/2023	10252

RECEIVED
JUL 6 0 2023
By:

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	6/29/2023

DESCRIPTION	QTY	RATE	AMOUNT
Landscape maintenance service for the month of June 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.
6/29/2023	10252

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	6/29/2023

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

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

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

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.


 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:

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- 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

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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

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

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

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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