

**AMENDMENT NO. 1
TO AGREEMENT FOR CONTRACTOR SERVICES**

RP Landscape & Irrigation, Inc.

Annual Citywide Landscape Maintenance Services

This Amendment No. 1 to Agreement for Contractor Services is made and entered into as of 6/28/2022, 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).

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

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 1.

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 6/1/2022 Proposal (attached to this Amendment No. 1 as Exhibit A-1). Contractor shall provide such services at the time, place, and in the manner specified in Exhibit A-1, subject to the direction of the City through its staff that it may provide from time to time.

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

Notwithstanding the foregoing, for purposes of Amendment No. 1 and the term thereof, compensation to be paid to Contractor shall be in accordance with the Schedule of Charges set forth in Contractor's Proposal (referenced collectively as Exhibit A-1 Amendment No. 1). In no event shall Contractor's compensation related to Exhibit A-1 to Amendment No. 1 exceed Nine Hundred Forty-Nine Thousand Forty-Two dollars (\$949,042) without additional written authorization from the City Council.

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.

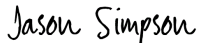
IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed on the respective dates set forth below.

“CITY”

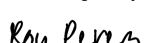
CITY OF LAKE ELSINORE, a municipal corporation

“CONTRACTOR”

RP Landscape & Irrigation, Inc., a Corporation


DocuSigned by:

1F551F08E0FC412...
City Manager

Date: 7/7/2022 | 4:38 PM PDT


DocuSigned by:

0040F20EECE304D4...
Roy Perez, Owner


Date: 7/7/2022 | 4:10 PM PDT

ATTEST:

DocuSigned by:

2941B149748C400...
City Clerk

APPROVED AS TO FORM:

DocuSigned by:

A3066D8090AF48C...
City Attorney

DocuSigned by:

678FB33A1E42495...
Assistant City Manager

Attachments: Exhibit A-1 – Contractor 's Proposal

EXHIBIT A-1

CONTRACTOR 'S PROPOSAL

[ATTACHED]



A COMPLETE LANDSCAPE SERVICE
STATE LIC. #702393 • Q.A.L. 11133

June 1, 2022

City of Lake Elsinore
130 S. Main St.
Lake Elsinore, CA 92530

Dear Rick,

This letter is to express our interest in renewing our existing Annual Citywide Landscape Maintenance Services contract with the City for an additional year. We will honor our current landscape maintenance contract amount, with the exception of the unit cost pricing for extra work. Due to unforeseen cost increases to material and labor, we are requesting an adjustment to the extra work pricing. Please see the attached worksheet for the proposed price adjustments. I look forward to hearing from you.

Sincerely,

Roy Perez, Owner

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)	\$ 0.0071 sq. ft.
2. Edging	\$ 0.0021 linear ft.
3. String Trimming	\$ 0.0031 linear ft.
4. Aerification (Core/3")	\$ 0.012 sq. ft.
5. Aerification (Deep Tine/6")	\$ 0.018 sq. ft.
6. Weed Removal (Manual)	\$ 32 per man hr.
7. Pest Control (Manual)	\$ 38 per man hr.
8. Fertilization (Placement Only)	\$ 0.0056 sq. ft.
9. Materials (Fertilizer, Soil Amends)	\$ 15%
10. Over seeding of Sports turf (Soccer Field, Football Field)	\$ 0.02 sq. ft.(min. 40,000 sq. ft.)
11. Over seeding of Sports turf (Baseball Field)	\$ 0.022 sq. ft.(min. 5,000 sq. ft.)
12. Over seeding of General use turf areas	\$ 0.12 sq. ft.(min. 1,000 sq. ft.)
13. Artificial Turf areas	\$ 0.01 sq. ft.(min. 1,000 sq. ft.)
14. Gypsum with Sulfur soil buster or equal	\$ 0.025 sq. ft.(min. 20lbs/1000sq.ft.)

II. General Landscape Maintenance (Planters and Slope Areas)

1. Edging (Ground Cover)	\$ 0.0071 linear ft.
2. Trimming (Shrubs, Ground Cover)	\$ 0.012 sq. ft.
3. Pruning/Shrubs, Vines, Roses	\$ 0.012 sq. ft.
4. Pruning/Trees (To 18")	\$ 95.00 each
5. Weed Removal (Manual)	\$ 32 per man hr.
6. Pest Control (Manual)	\$ 38 per man hr.
7. Fertilization (Placement Only)	\$ 0.056 sq. ft.
8. Vegetation Removal	\$ 64.00 sq. ft.
9. Materials (Fertilizer, Soil Amends)	\$ 15%

III. Plant Material (Installed, All Areas)

1. Annual Color (4" Container)	\$ 4 each
2. Ground Cover	\$ 16 flat
3. One (1) Gallon	\$ 14 each
4. Five (5) Gallon	\$ 16 each
5. Fifteen (15) Gallon	\$ 148 each
6. 24" Box Tree	\$ 295 each
7. Seeded Turf	\$ 0.80 sq. ft.
8. Sodded Turf	\$ 1.90 sq. ft.
9. Hydroseed	\$ 0.22 sq. ft.
10. Soil Preparation (Existing Area)	\$ 0.12 sq. ft.
11. Soil Preparation (New Area)	\$ 0.18 sq. ft.
12. Wood Mulch	\$ 80 cu. yd.

IV. Irrigation System Maintenance

- | | |
|---|----------------------|
| 1. Inspection | \$ <u>38</u> per hr. |
| 2. Repair (Main Line, Lateral Line, Sprinklers) | \$ <u>38</u> per hr. |
| 3. Parts | \$ <u>20%</u> |

V. *General Pest Control*

- | | |
|----------------------------------|----------------------|
| 1. Written Recommendation by PCA | \$ <u>145</u> each |
| 2. Qualified Applicator (QAC) | \$ <u>65</u> per hr. |
| 3. Trained Applicator | \$ <u>45</u> per hr. |
| 4. Material | \$ <u>20%</u> |

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)	\$ 0.0081 sq. ft.
2. Edging	\$ 0.021 linear ft.
3. String Trimming	\$ 0.03 linear ft.
4. Aerification (Core/3")	\$ 0.014 sq. ft.
5. Aerification (Deep Tine/6")	\$ 0.020 sq. ft.
6. Weed Removal (Manual)	\$ 38.00 per man hr.
7. Pest Control (Manual)	\$ 42.00 per man hr.
8. Fertilization (Placement Only)	\$ 0.0066 sq. ft.
9. Materials (Fertilizer, Soil Amends)	\$ 15%
10. Over seeding of Sports turf (Soccer Field, Football Field)	\$ 0.06 sq. ft.(min. 40,000 sq. ft.)
11. Over seeding of Sports turf (Baseball Field)	\$ 0.06 sq. ft.(min. 5,000 sq. ft.)
12. Over seeding of General use turf areas	\$ 0.05 sq. ft.(min. 1,000 sq. ft.)
13. Artificial Turf areas	\$ 12.33 sq. ft.(min. 1,000 sq. ft.)
14. Gypsum with Sulfur soil buster or equal	\$ 0.065 sq. ft.(min. 20lbs/1000sq.ft.)

II. General Landscape Maintenance (Planters and Slope Areas)

1. Edging (Ground Cover)	\$0.0091 linear ft.
2. Trimming (Shrubs, Ground Cover)	\$0.03 sq. ft.
3. Pruning/Shrubs, Vines, Roses	\$ 0.06 sq. ft.
4. Pruning/Trees (To 18')	\$165.00 each
5. Weed Removal (Manual)	\$ 42.00 per man hr.
6. Pest Control (Manual)	\$ 58.00 per man hr.
7. Fertilization (Placement Only)	\$ 0.056 sq. ft.
8. Vegetation Removal	\$ 68.00 sq. ft.
9. Materials (Fertilizer, Soil Amends)	\$ 15%

III. Plant Material (Installed, All Areas)

1. Annual Color (4" Container)	\$ 7.00 each
2. Ground Cover	\$22.00 flat
3. One (1) Gallon	\$18.00 each
4. Five (5) Gallon	\$ 24.00 each
5. Fifteen (15) Gallon	\$265.00 each
6. 24" Box Tree	\$345.00 each
7. Seeded Turf	\$ 0.85 sq. ft.
8. Sodded Turf	\$ 2.15 sq. ft.
9. Hydroseed	\$ 0.38 sq. ft.
10. Soil Preparation (Existing Area)	\$ 0.18 sq. ft.
11. Soil Preparation (New Area)	\$ 0.24 sq. ft.
12. Wood Mulch	\$ 120.00 cu. yd.

IV. Irrigation System Maintenance

- | | | |
|---|---------|---------|
| 1. Inspection | \$48.00 | per hr. |
| 2. Repair (Main Line, Lateral Line, Sprinklers) | \$68.00 | per hr. |
| 3. Parts | \$ 15% | |

V. *General Pest Control*

- | | | |
|----------------------------------|-----------|---------|
| 1. Written Recommendation by PCA | \$ 245.00 | each |
| 2. Qualified Applicator (QAC) | \$ 85.00 | per hr. |
| 3. Trained Applicator | \$48.00 | per hr. |
| 4. Material | \$ 15% | |

RP Landscape & Irrigation
PO Box 1200
San Bernardino, CA 92402

Estimate

DATE	ESTIMATE NO.
5/12/2022	192

NAME / ADDRESS
City of Lake Elsinore Finance Department 130 S Main Street Lake Elsinore, CA 92530

Ship To
Canyon Hills Park

P.O. NO.	TERMS	PROJECT
	Due on receipt	

DESCRIPTION	QTY	Total
Here's the price to overseed two baseball fields with Hybrid Bermuda grass seed.		
1. Fill in low spots with top soil.		
2. Treat weeds in turf before seeding.		
3. Adjust and repair irrigation reset valve boxes to level.		
4. Treat for rodents.		
5. Seed with Hybrid Bermuda.		
Total Materials & Labor		12,681.23
Total Materials & Labor		35.00
Please Sign For Approval and Return. Estimate good for 30 days.		Total \$12,716.23

Phone #
909-889-9987

E-mail
rplandscapeinc@gmail.com

8/12/22
5/12/22

RP Landscape & Irrigation
PO Box 1200
San Bernardino, CA 92402

Estimate

DATE	ESTIMATE NO.
3/23/2022	183

NAME / ADDRESS
City of Lake Elsinore Finance Department 130 S Main Street Lake Elsinore, CA 92530

Ship To
Canyon Hills Park/Soccer Field II

P.O. NO.	TERMS	PROJECT

DESCRIPTION	QTY	Total
Here's the price to reseed Soccer Field next to restrooms with Sport Field II Bermuda grass seed. We will be leveling low spots with top soil and install temporary chain link fencing.		
Total Materials & Labor		13,425.00
Increase 5% for Grass Seed & Fertilizer		671.25
We appreciate your prompt payment.		Total \$14,096.25

Phone #
909-889-9987

E-mail
rplandscapeinc@gmail.com

me
3/23/22

RP Landscape & Irrigation
PO Box 1200
San Bernardino, CA 92402

Estimate

DATE	ESTIMATE NO.
3/23/2022	184

NAME / ADDRESS
City of Lake Elsinore Finance Department 130 S Main Street Lake Elsinore, CA 92530

Ship To
Alberhill Park Soccer Fields

P.O. NO.	TERMS	PROJECT

DESCRIPTION	QTY	Total
Here's the price to reseed soccer field with Sport Field II Bermuda grass seed. We will be leveling low spots with top soil and install temporary chain link fencing. Total Materials & Labor Increase of 5% for Grass Seed & Fertilizer		34,457.00 1,722.85
We appreciate your prompt payment.		Total \$36,179.85

Phone #
909-889-9987

E-mail
rplandscapeinc@gmail.com

DMB
3/23/22

RP Landscape & Irrigation
PO Box 1200
San Bernardino, CA 92402

Estimate

DATE	ESTIMATE NO.
5/12/2022	191

NAME / ADDRESS
City of Lake Elsinore Finance Department 130 S Main Street Lake Elsinore, CA 92530

Ship To
Summerly Park

P.O. NO.	TERMS	PROJECT
	Due on receipt	

DESCRIPTION	QTY	Total
<p>Here's the price to over seed 4-baseball fields, 1-soccer field, also turf area between ballfields and dog park.</p> <ol style="list-style-type: none"> 1. Fill in low spots with top soil. 2. Treat weeds in turf before seeding. 3. Adjust and repair irrigation reset valve boxes to level. 4. Treat for rodents. 5. Seed with Hybrid Bermuda. 6. Temporary Fencing. <p>All turf will be aerated to break up soil and to drop seed for optimal growth.</p> <p>Total Materials & Labor</p>		53,853.45
Please Sign For Approval and Return. Estimate good for 30 days.		Total \$53,853.45

Phone #
909-889-9987

E-mail
rplandscapeinc@gmail.com

One
5/12/22



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/11/2022

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 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Scottsdale Ins Co</td> <td style="text-align: center;">41297</td> </tr> <tr> <td>INSURER B : CA Auto</td> <td style="text-align: center;">38342</td> </tr> <tr> <td>INSURER C : Preferred Professional Insurance Company</td> <td style="text-align: center;">36234</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 : Scottsdale Ins Co	41297	INSURER B : CA Auto	38342	INSURER C : Preferred Professional Insurance Company	36234	INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
INSURED Roy Perez dba R P Landscape & Irrigation P.O. Box 1200 San Bernardino CA 92402															

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																		
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C	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 Y	N/A	ON12300-01	01/10/2022	01/10/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000						
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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 As regards Automobile coverage Waiver and Blanket additional insured applies per endorsement MCA85100817-CA 30 day notice for cancellation, 10 day notice for cancellation by non-payment

CERTIFICATE HOLDER

City of Lake Elsinore
 521 N Langstaff Street

Lake Elsinore

CA 92530

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.


**ENDORSEMENT
NO. _____**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7461114	10/19/2021	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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**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: CPS7461114

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.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04-03-06

(Ed. 4-84)

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.

The additional premium for this endorsement shall be 1.02 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization**

Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description

All CA Operations

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
Insured

Policy No. ON 12300-01
Insurance Company

Endorsement No.

Countersigned By



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
- II. EMPLOYEES AS INSURED
- III. AUTOMATIC ADDITIONAL INSURED
- IV. EMPLOYEE HIRED AUTO LIABILITY
- V. SUPPLEMENTARY PAYMENTS
- VI. FELLOW EMPLOYEE COVERAGE
- VII. ADDITIONAL TRANSPORTATION EXPENSE
- VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
- IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
- X. LOAN/LEASE GAP COVERAGE
- XI. GLASS REPAIR – DEDUCTIBLE WAIVER
- XII. TWO OR MORE DEDUCTIBLES
- XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
- XIV. WAIVER OF SUBROGATION
- XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
- XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
- XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
- XVIII. HIRED AUTO – COVERAGE TERRITORY
- XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- e. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

III. AUTOMATIC ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

IV. EMPLOYEE HIRED AUTO LIABILITY

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

V. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

VI. FELLOW EMPLOYEE COVERAGE:

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee

This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

VII. ADDITIONAL TRANSPORTATION EXPENSE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

- c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:
 - (1) The most we will pay for "loss" to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is less
 - (2) \$500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightning
 Subject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:
This exclusion does not apply to the accidental discharge of an airbag.

X. LOAN/LEASE GAP COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
 - a. The amount paid under the Physical Damage Coverage Section of the policy; and
 - b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

XI. GLASS REPAIR – DEDUCTIBLE WAIVER

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

XII. TWO OR MORE DEDUCTIBLES

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

1. If the applicable Business Auto deductible is the smallest, it will be waived; or
2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an

"accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

XIV. WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

e. 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.

XVIII. HIRED AUTO - COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if:, is replaced by the following:

e. Anywhere in the world if:

- (1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

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 92402-1268

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: 12/1/2021

Expiration Date: 11/30/2022

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/>

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