AMENDMENT NO. 1 TO AGREEMENT FOR CONTRACTOR SERVICES

Excel Landscape, Inc.

Annual Citywide Landscape Maintenance Services

This Amendment No. 1 to Agreement for Contractor Services is made and entered into as of 7/12/2022, 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. Contractor has notified the City of unforeseen cost increases in material and labor and has requested an adjustment to the extra work pricing. In addition, City requires Contractor services in additional locations.

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 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 which is attached to the Original Agreement as Exhibit A and amended by this Amendment No. 1 in accordance with Exhibit A-1 attached hereto and incorporated herein by reference. In no event shall Contractor's annual compensation exceed Two Hundred Thirteen Thousand Three Hundred Dollars (\$266,300) per fiscal year commencing the Fiscal Year July 1, 2022 through June 30, 2023 without additional written authorization from the City.

Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses set forth in Exhibit A to the Original Agreement and Exhibit A-1 attached hereto 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. Contractor's Proposal attached to the Original Agreement as Exhibit A is hereby amended as set forth in Exhibit A-1 attached hereto and incorporated by reference herein to substitute the updated Price Sheet for Landscape Maintenance Extra Work (Exhibit "B" to Contractor's Proposal) and to include the additional services set forth therein.

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"

"CONTRACTOR"

CITY OF LAKE ELSINORE, a municipal corporation

Excel Landscape, Inc., a Corporation

—DocuSigned by: Jasón Simpsón

City Manager

DocuSigned by:

Jose Alfaro

Jose Alfaro, Sr.

Date:____

Date: 8/22/2022 | 4:53 PM CDT

ATTEST:

DocuSigned by: huz Juyes

City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Barbara Leibold

City Attorney

-DocuSigned by:

Shannon Buckley

Assistant City Manager

Attachments: Exhibit A-1 – Contractor 's Proposal

EXHIBIT A-1

CONTRACTOR 'S PROPOSAL

[ATTACHED]



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

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

April 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 Landscape Maintenance contract with the City for an additional year. We will honor our current 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,

Jason Alfaro

Jason Alfaro, Project Manager ADDENDA NO. 1 & 2 & 3

EXHIBIT "B" CITY OF LAKE ELSINORE

LANDSCAPE MAINTENANCE EXTRA WORK PRICE SHEET

I. Turf Maintenance (All Turf Areas)

- 1. Mowing (Including Bagging of Clippings)
- 2. Edging
- 3. String Trimming
- 4. Aerification (Core/3")
- 5. Aerification (Deep Tine/6")
- 6. Weed Removal (Manual)
- 7. Pest Control (Manual)
- 8. Fertilization (Placement Only)
- 9. Materials (Fertilizer, Soil Amends)
- 10. Over seeding of Sports turf (Soccer Field, Football Field)
- 11. Over seeding of Sports turf (Baseball Field)
- 12. Over seeding of General use turf areas
- 13. Artificial Turf areas

II. General Landscape Maintenance (Planters and Slope Areas)

- 1. Edging (Ground Cover)
- 2. Trimming (Shrubs, Ground Cover)
- 3. Pruning/Shrubs, Vines, Roses
- 4. Pruning/Trees (To 18')
- 5. Weed Removal (Manual)
- 6. Pest Control (Manual)
- 7. Fertilization (Placement Only)
- 8. Vegetation Removal
- 9. Materials (Fertilizer, Soil Amends)

III. Plant Material (Installed, All Areas)

- 1. Annual Color (4" Container)
- 2. Ground Cover
- 3. One (1) Gallon
- 4. Five (5) Gallon
- 5. Fifteen (15) Gallon
- 6. 24" Box Tree
- 7. Seeded Turf
- 8. Sodded Turf
- 9. Hydroseed
- 10. Soil Preparation (Existing Area)
- 11. Soil Preparation (New Area)
- 12. Wood Mulch

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IV. Irrigation System Maintenance

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

V. General Pest Control

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

\$7	5		0	0	per hr.
\$7	5		0	0	per hr.
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\$ Q	uot	е				each
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City of Lake Elsinore Grand ave.

Lake Elsinore, California 92530

Estimate #10098 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 05/03/2022 Job Title Medians in the Grand. Planting Job Number 7721

Location Medians in the grand ave

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Rose 5 gallon	5 gallon rose installed (red yucca)	224	\$25.00	\$5,600.00
Plant 5 gallon	5 gallon plant installed (Little Johns)	190	\$25.00	\$4,750.00
Plant 5 gallon	5 gallon plant installed (westringia mandi)	146	\$25.00	\$3,650.00
Plant 5 gallon	5 gallon plant installed (Raphiolepis)	77	\$25.00	\$1,925.00
Plant 5 gallon	5 gallon plant installed (pyracantha)	14	\$25.00	\$350.00

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

piceer Date: 5.03.00 Signature Quil L

Total \$16,275.00



City of Lake Elsinore Lincoln ave Lake Elsinore, California 92530

Estimate #10099

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	05/05/2022
Job Title	Lantern hill LN (planting)
Job Number	7721
Location	Lantern hill LN.

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Irrigation Labor	Irrigation Labor	6	\$60.00	\$360.00
Mulch	1 yard Cover mulch installed	15	\$50.00	\$750.00
Material	Drip hose. 9 GPH 18" space (200 ft Roll)	200	\$0.32	\$64.00
Plant 5 gallon	5 gallon plant installed(Litter Johns)	31	\$22.00	\$682.00
Plant 5 gallon	5 gallon plant installed (Red yucca)	22	\$25.00	\$550.00

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

etter Date: 5.23.20 Signature: MMM

Total

\$2,406.00

6



City of Lake Elsinore

Mission Trail median Lake Elsinore, California 92530

Estimate #10094 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 05/02/2022 Job Title Mission trail median planting

Job Number 7721 Location Mission trail median

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Plant 5 gallon	5 gallon plant installed (raphs)	57	\$25.00	\$1,425.00

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

orces Signature:

Total

\$1,425.00

EXCELAN-01

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DATE	(MM/DD/YYYY)
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Gall	ant Risk and Insurance Services, LLC	;			PHONE (A/C, No, Ext): (951) 3	368-0700	FAX (A/C N/		368-0707
	Temescal Canyon Rd. Suite 214 ma, CA 92883				E-MAIL ADDRESS:		T (770, NC	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
						SURER(S) AFFOR	RDING COVERAGE		NAIC #
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ISU	RED				INSURER B : Oak Riv	ver Insuran	ce Company		34630
	Excel Landscape, Inc.				INSURER C :				
	1185 Magnolia Ave., #E400				INSURER D :				
	Corona, CA 92879				INSURER E :				
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							MED EXP (Any one person)	\$	5,00
							PERSONAL & ADV INJURY	\$	1,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	3,000,00
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGO	G \$	2,000,00
	OTHER:							\$	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,00
		Х	X	A0133421001	8/1/2022	8/1/2023	BODILY INJURY (Per person)) \$	
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							Comp/Coll Ded	\$	1,00
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	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		EXWC318625	4/1/2022	4/1/2023	E.L. EACH ACCIDENT	\$	1,000,00
	If yes, describe under						E.L. DISEASE - EA EMPLOY	EE \$	1,000,00
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMI	т \$	1,000,00

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

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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. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

SCHEDULE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDOLL	
Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered 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 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 st	own above will be shown in the Declarations

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

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

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:
 - 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.

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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

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: 5/1/2022

Expiration Date: 4/30/2023

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

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