

12) **Amendment No. 2 to the Agreement for Contractor Services with Excel Landscape, Inc., for Additional Landscape Maintenance Services.**

Approve and authorize the City Manager to execute Amendment No. 2 with Excel Landscape, Inc., extending the term for an additional year and increase compensation by an additional \$86,700 for a total not exceeding \$353,000 in such final form as approved by the City Attorney.



REPORT TO CITY COUNCIL

To: Honorable Mayor and Members of the City Council

From: Jason Simpson, City Manager

Prepared by: Rick DeSantiago, Public Works Manager

Date: April 25, 2023

Subject: Amendment No. 2 to the Agreement for Contractor Services with Excel Landscape, Inc., for Additional Landscape Maintenance Services.

Recommendation

Approve and authorize the City Manager to execute Amendment No. 2 with Excel Landscape, Inc., extending the term for an additional year and increase compensation by an additional \$86,700 for a total not exceeding \$353,000 in such final form as approved by the City Attorney.

Background

On July 12, 2022, City Council approved Amendment No. 1 for maintaining the landscaping encompassed in the street right-of-way, referred to as “streetscape.” Due to the volume of maintenance work this job entails, the City contracts with vendors to supplement the staff’s effort to keep up with the workload.

Discussion

Amendment No. 2 is being requested to incorporate additional landscape maintenance services provided for the following locations:

Neighborhood Center (\$22,930)

- Plant
- Irrigation/labor
- 1-yard cover mulch installation
- Small tree removal and flush cut
- Plant 5-gallon (iceberg rose)
- Standard labor
- Material 1812 with MP rotator nozzle
- PVC pipe $\frac{3}{4}$ & PVC fittings

Canyon Hills Park (\$2,746)

- Rain bird bubbler .25 GPM
- Schedule 40 ¾ in PVC pipe
- Misc. PVC fittings
- Standard Labor
- Irrigation Labor

Additional Work at Various Locations

- Weed abatement
- Mulch installation
- Standard labor
- Herbicide

Due to the unforeseen cost increases in material and labor, staff requests an adjustment to the extra work pricing. Staff would like to continue with the much-needed Landscape Maintenance Services for Citywide Facilities this fiscal year and is requesting additional funds to cover the unforeseen cost increases of services:

- Repairs
- Additional planting
- Increase in material and labor
- Plant material
- Irrigation Systems Maintenance

Fiscal Impact

Funds are available in the City's Fiscal Year 22/23 Annual Citywide Landscape Maintenance Program.

Attachments

Attachment 1- Amendment No. 2

Exhibit A- Cost Increase Letter & Additional Locations

Attachment 2 - Amendment No. 1

Attachment 3 - Original Agreement

**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"

"CONTRACTOR"

CITY OF LAKE ELSINORE, a municipal corporation

Excel Landscape, Inc. a Corporation

City Manager

Jose Alfaro, Sr.

Date: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

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

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

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	sq. ft.	Per man HR.
2. Edging	\$ 4 5 . 0 0	linear ft.	Per man HR.
3. String Trimming	\$ 4 5 . 0 0	linear ft.	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	linear ft.	Per man HR.
2. Trimming (Shrubs, Ground Cover)	\$ 4 5 . 0 0	sq. ft.	Per man HR.
3. Pruning/Shrubs, Vines, Roses	\$ 4 5 . 0 0	sq. ft.	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	sq. ft.	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 | \$ 7 5 . 0 0 | per hr. |
| 2. Repair (Main Line, Lateral Line, Sprinklers) | \$ 7 5 . 0 0 | per hr. |
| 3. Parts | \$ <u>Cost + 15%</u> | |

V. *General Pest Control*

- | | | |
|----------------------------------|-----------------|---------|
| 1. Written Recommendation by PCA | \$ <u>Quote</u> | each |
| 2. Qualified Applicator (QAC) | \$ 1 2 5 . 0 0 | per hr. |
| 3. Trained Applicator | \$ 7 5 . 0 0 | per hr. |
| 4. Material | \$ <u>Quote</u> | |

**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”

CITY OF LAKE ELSINORE, a municipal corporation

“CONTRACTOR”

Excel Landscape, Inc., a Corporation

DocuSigned by:
Jason Simpson
1F351F03E0FE412...
City Manager

DocuSigned by:
Jose Alfaro
8E3D90C79731470...
Jose Alfaro, Sr.

Date: 8/22/2022 | 2:54 PM PDT

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

ATTEST:

DocuSigned by:
Luz Reyes
30A269B831FE4A6...
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Barbara Leibold
ASU86D9096AF48C...
City Attorney

DocuSigned by:
Shannon Buckley
678FB35A1E42496...
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

Unit Cost

\$ 4 5 . 0 0	sq. ft.	Per man HR.
\$ 4 5 . 0 0	linear ft.	Per man HR.
\$ 4 5 . 0 0	linear ft.	Per man HR.
\$ Quote	sq. ft.	
\$ N/A	sq. ft.	
\$ Quote	per man hr.	
\$ 7 5 . 0 0	per man hr.	(Labor only)
\$ Quote	sq. ft.	
\$ Cost + 15%		
\$ Quote	sq. ft. (min. 40,000 sq. ft.)	
\$ Quote	sq. ft. (min. 5,000 sq. ft.)	
\$ Quote	sq. ft. (min. 1,000 sq. ft.)	
\$ Quote	sq. ft. (min. 1,000 sq. ft.)	

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)

\$ 4 5 . 0 0	linear ft.	Per man HR.
\$ 4 5 . 0 0	sq. ft.	Per man HR.
\$ 4 5 . 0 0	sq. ft.	Per man HR.
\$ Quote	each	
\$ 4 5 . 0 0	per man hr.	
\$ 7 5 . 0 0	per man hr.	
\$ Quote	sq. ft.	Per man HR.
\$ Quote	sq. ft.	
\$ Cost + 15%		

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

\$ 3 0 . 0 0	each
\$ 3 0 . 0 0	flat
\$ 1 2 . 0 0	each
\$ 2 8 . 0 0	each
\$ 1 5 0 . 0 0	each
\$ 2 7 5 . 0 0	each
\$ Quote	sq. ft.
\$ 5 0 . 0 0	cu. yd.

IV. Irrigation System Maintenance

- | | |
|---|-----------------------------|
| 1. Inspection | \$ <u>7 5 . 0 0</u> per hr. |
| 2. Repair (Main Line, Lateral Line, Sprinklers) | \$ <u>7 5 . 0 0</u> per hr. |
| 3. Parts | \$ <u>Cost + 15%</u> |

V. *General Pest Control*

- | | |
|----------------------------------|-------------------------------|
| 1. Written Recommendation by PCA | \$ <u>Quote</u> each |
| 2. Qualified Applicator (QAC) | \$ <u>1 2 5 . 0 0</u> per hr. |
| 3. Trained Applicator | \$ <u>7 5 . 0 0</u> per hr. |
| 4. Material | \$ <u>Quote</u> |



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

Total \$16,275.00

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

Signature: *[Handwritten Signature]* Date: 5.03.22



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)

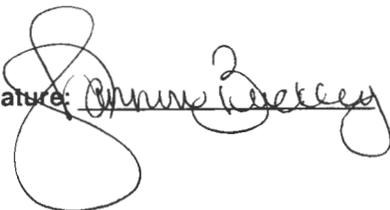
Job Number 7721

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

Total \$2,406.00

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

Signature:  Date: 5.23.22

5



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

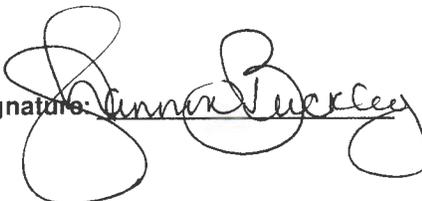
Job Number 7721

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

Total \$1,425.00

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

Signature:  Date: 5.23.22

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

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 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.

<p>Named Insured: Excel Landscape Inc</p> <p>Endorsement Effective Date: 08/01/2022</p>

SCHEDULE

<p>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</p>

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

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
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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: 5/1/2022

Expiration Date: 4/30/2023

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

TO BE POSTED IN A CONSPICUOUS PLACE

THIS IS YOUR LICENSE • NOT TRANSFERABLE

AGREEMENT FOR CONTRACTOR SERVICES

Excel Landscape, Inc.

Annual Citywide Landscape Maintenance Services

This Agreement for Professional Services (the "Agreement") is made and entered into as of October 27, 2020, by and between the City of Lake Elsinore, a municipal corporation ("City") and Excel Landscape, Inc., a Corporation ("Contractor").

RECITALS

A. The City has determined that it requires the following professional services:

Landscape Services for Citywide facilities and Streetscapes

B. Contractor has submitted to City a proposal, dated August 25, 2020, attached hereto as Exhibit A ("Contractor's Proposal") and incorporated herein, to provide professional services to City pursuant to the terms of this Agreement.

C. Contractor possesses the skill, experience, ability, background, certification and knowledge to perform the services described in this Agreement on the terms and conditions described herein.

D. City desires to retain Contractor to perform the services as provided herein and Contractor desires to provide such professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Contractor shall perform the services described in Contractor's Proposal (Exhibit A). Contractor shall provide such services at the time, place, and in the manner specified in Contractor's Proposal, subject to the direction of the City through its staff that it may provide from time to time.

2. Time of Performance.

a. Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the professional services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the professional services contemplated pursuant to this Agreement according to the agreed upon performance schedule in Contractor's Proposal (Exhibit A).

b. Performance Schedule. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the Contractor's Proposal (Exhibit A). When requested by Contractor, extensions to the time period(s) specified may be approved in writing by the City Manager.

c. Term and Compliance with Task/Work Order System. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force

and effect for a period commencing on 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 by giving written notice thereof to Contractor not less than thirty (30) days before the end of the contract term, such notice to be exercised by the City Manager.

Contractor hereby agrees and acknowledges that any and all work or services performed pursuant to this Agreement shall be based upon the issuance of a Task/Work Order by the City. Contractor acknowledges that it is not guaranteed any minimum or specific amount of work or services as all work or services shall be authorized through a Task/Work Order issued by the City.

3. Compensation. 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 Two Hundred Thirteen Thousand Three Hundred Dollars (\$213,300) per fiscal year 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 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.

4. Method of Payment. Contractor shall promptly submit billings to the City describing the services and related work performed during the preceding month to the extent that such services and related work were performed. Contractor's bills shall be segregated by project task, if applicable, such that the City receives a separate accounting for work done on each individual task for which Contractor provides services. Contractor's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Contractor no later than forty-five (45) days after receipt of the monthly invoice by City staff.

5. Background Checks. At any time during the term of this Agreement, the City reserves the right to make an independent investigation into the background of Contractor's personnel who perform work required by this Agreement, including but not limited to their references, character, address history, past employment, education, social security number validation, and criminal or police records, for the purpose of confirming that such personnel are lawfully employed, qualified to provide the subject service or pose a risk to the safety of persons or property in and around the vicinity of where the services will be rendered or City Hall. If the City makes a reasonable determination that any of Contractor's prospective or then current personnel is deemed objectionable, then the City may notify Contractor of the same. Contractor shall not use that personnel to perform work required by this Agreement, and if necessary, shall replace him or her with a suitable worker.

6. Suspension or Termination.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of such notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City, pursuant to Section entitled "Method of Payment" herein.

7. Plans, Studies, Documents.

a. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the City upon payment to Contractor for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City shall have sole determination of the public's rights to documents under the Public Records Act, and any third-party requests of Contractor shall be immediately referred to City, without any other actions by Contractor.

b. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require that all subcontractors agree in writing that City is granted a nonexclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

c. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City, be used by Contractor for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs relating to project for which Contractor's services are rendered, or any publicity pertaining to the Contractor's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Contractor's Books and Records.

a. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor to this Agreement.

b. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

9. Independent Contractor.

a. Contractor is and shall at all times remain as to the City a wholly independent contractor pursuant to California Labor Code Section 3353. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner.

b. Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary and except for the fees paid to Contractor as provided in the Agreement, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

10. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall

indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. Interests of Contractor. Contractor (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Contractor. City has relied upon the professional training and ability of Contractor to perform the services hereunder as a material inducement to enter into this Agreement. Contractor shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

13. Compliance with Laws.

- a. Contractor shall comply with all local, state and federal laws and regulations applicable to the services required hereunder, including any rule, regulation or bylaw governing the conduct or performance of Contractor and/or its employees, officers, or board members.
- b. Contractor represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement, including a City business license.

14. Licenses. Contractor represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession. Contractor shall maintain a City of Lake Elsinore business license.

15. Indemnity. Contractor shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

16. Insurance Requirements.

a. Insurance. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Contractor for City. In the event that Contractor is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Contractor shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. General Liability Coverage. Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404

covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

iv. Professional Liability Coverage. Contractor shall maintain professional errors and omissions liability insurance appropriate for Contractor's profession for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's services under this Agreement, whether such services are provided by the Contractor or by its employees, subcontractors, or sub Contractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City Manager and City Attorney, are named as additional insureds. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Contractor shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore
Attn: City Manager
130 South Main Street
Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore
Attn: City Clerk
130 South Main Street
Lake Elsinore, CA 92530

If to Contractor: Excel Landscape, Inc.
Attn: Jose Alfaro, Sr.
710 Rimpau Avenue, #108
Corona, CA 92879-5724

18. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Contractor and the subcontractors listed in Exhibit B. Contractor shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express consent of the City. Contractor shall not subcontract any portion of the work to be performed under this Agreement except as provided in Exhibit B without the written authorization of the City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

19. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

20. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

21. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

22. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

23. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

25. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

26. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

27. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

28. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

29. Entire Agreement; Incorporation; Conflict. This Agreement contains the entire understanding between the parties relating to the obligations described herein. All prior or contemporaneous understandings, agreements, representations and statements, oral or written, are superseded in total by this Agreement and shall be of no further force or effect. Contractor's Proposal is incorporated only for the description of the scope of services and/or the schedule of performance and no other terms and conditions from such proposal shall apply to this Agreement unless specifically agreed to in writing. In the event of conflict, this Agreement shall take precedence over those contained in the Contractor's Proposal.

30. Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

DocuSigned by:
Grant Yates
AFF076A9E2464AF

Grant Yates, City Manager

“CONTRACTOR”

Excel Landscape, Inc., a Corporation

DocuSigned by:
Jose Alfaro
8E5D90C79751470

By: Jose Alfaro, Sr.
Its: Owner

ATTEST:

DocuSigned by:
CJ
2941B149748C400

City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Barbara Leibold
A5086D9096AF48C...

City Attorney

DocuSigned by:
Shannon Buckley
678FB35A1E42495...

Risk Manager

Attachments: Exhibit A – Contractor’s Proposal
Exhibit B – List of Subcontractors

EXHIBIT A
CONTRACTOR'S PROPOSAL
[ATTACHED]

REQUEST FOR PROPOSAL



2020

CITYWIDE LANDSCAPE MAINTENANCE SERVICES

Prepared by:



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

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

August 25, 2020

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

Re: Request for Proposal; Citywide Landscape Maintenance Services.

Dear Evaluation Committee,

Thank you for allowing Excel Landscape the opportunity to bid on your Citywide Landscaping Maintenance Services contract. Excel Landscape has a long history of service and quality in Southern California, specializing in municipal and commercial landscape maintenance for over 40 years. Our goal as a company has always been to establish long lasting partnerships with all of our clients.

As the current maintenance contractor for the city, we feel that we are in an excellent position to continue providing the level of service that the city has come to expect on its parks and streetscapes. Excel Landscape has worked with the City of Lake Elsinore for the past 25 years. Working through difficult times over the years has given Excel Landscape the unique experience and ability to remain flexible and adapt to new challenges.

Excel Landscape understands that during these difficult times unexpected issues will arise that can affect City budgets. For this reason, we have reduced the overall cost to the city by over 8%, when taking into account the inclusion of fertilizer and other materials not part of the current contract. We have also included potential cost savings identified after the Fee Proposal pages. Since we currently service the City of Lake Elsinore, we have the resources required to continue performing this contract without disruption of service.

In the following pages we have provided all the information that you have requested. Should you have any questions or wish to discuss any of the options in this proposal, do not hesitate to contact us. We hope that Excel Landscape and the City of Lake Elsinore will be able to continue working together as partners to service the community.

Respectfully,

A handwritten signature in cursive script that reads "Joe Alfaro".

Joe Alfaro, President

EXPERIENCE & TECHNICAL ABILITY

QUALIFICATIONS

COMPANY EQUIPMENT

EXPERIENCE

CURRENT OPERATIONS

SERVICES

REFERENCES

CURRENT PROJECTS

TM

QUALIFICATIONS

Licensed **C-27** Contractor **694553**

DIR Registration 1000007099

Licensed Pest Control Advisor

Licensed Pest Control Operator

Licensed Pest Control Applicator

CLIA Certified Water Auditor

CLCA "Expert" Certified Water Manager

Certified Recycled Water Supervisor

Certified Arborist **#496**

Insured With Best Rated "A"
First National Insurance Company of America

OSHA Compliant

State & Federal Labor Law Compliant

EQUIPMENT LIST COMPANY WIDE

Excel Landscape owns a variety of equipment to insure crews have what they need to perform their duties efficiently. An internal fleet department staffed with (5) mechanics ensure the equipment is serviced and kept in a safe and operable condition at all times. Spare equipment is on hand to assure crews have replacements available when breakdowns occur. Our tow truck is dispatched to transport equipment as needed. Some of this equipment is listed below .

Managers/Supervisors Trucks **22**

Irrigation Technicians Trucks **21**

Crew Trucks **89** Crew Trailers **64**

Riding and Walk Behind Mowers **109**

Blowers, Hedge Trimmers, Edgers & Weed Eaters **700+**

F650 Flat Bed Tow Truck & Dump Trucks **12**

Tractors & Skid Steers **14**

Tractor Specialty Attachments **21**

- Aerators
- Aeravator
- Augers
- Bush Hogs
- Forklifts
- Power Rakes
- Roto-tillers
- Spreaders
- Sprayers
- Top Dressers
- TR3 Power Rake
- Turf Vacs
- Verismo Flail mower
- Tractor mounted hedge trimmer

EXPERIENCE

Excel Landscape

Has been providing quality landscape services in Southern California for over 39 years, specializing in large scale municipal maintenance.



We currently maintain a variety of parkways, medians, slopes, open space, parks with ball fields, soccer fields and synthetic turf fields for (13) local agencies. This includes many acres of water wise and drought tolerant plant material.

Excel Landscape designs, installs and maintains a large variety of landscape projects.



Excel has removed many acres of turf and converted it to water wise planting for several local municipalities through the PAL program



Excel has completed a renovation of a 15 acre sports park with (2) soft ball fields, a walking track, passive turf areas and the conversion of (5) acres of turf to drought tolerant plant material, that we re-designed for the City of Murrieta.

Excel Landscape designed and installed Demonstration Gardens for (2) local water agencies.

Currently we maintain over 100 acres of drought tolerant landscape for the City of Indio.



Recently we completed a contract with the Eastern Municipal Water District where we won vendor of the year for our maintenance of their 25 acre headquarters with a 2 acre water wise demonstration garden.

CURRENT OPERATIONS

Large Scale Mowing



Irrigation Service Trucks



Ball Field Prep



SERVICES

- Design & Installation
- Maintenance
- Irrigation Management & Conversions
- Fertilization & Chemical Application
- Pest & Disease Control
- Sports Turf Management
- Synthetic Turf Maintenance
- Ball Field Maintenance
- Blue Line Stream Maintenance

- Equestrian Park Maintenance
- Water Wise Landscape Management



New Fuel Efficient Manger & Supervisor Trucks

Synthetic Turf Care



Blue Line Stream



Low Water Use Irrigation



REFERENCES

CITY LAKE ELSINORE

Mr. Chris Erickson

1997-Present

951.674.5170

cerickson@lake-elsinore.org

CITY OF CLAREMONT

Mr. Richard Hecker

2017-Present

909.399.5431

rhecker@cl.claremont.ca.us

CITY OF MURRIETA

Mr. George Moring

1994-Present

951.461.6124

GMoring@murrietaca.gov

COUNTY OF RIVERSIDE

Mr. Mike Franklin

2001-Present

951.955.6652

MFranklin@RIVco.org

CITY OF CHINO HILLS

Mr. Sean O'Conner

1990-Present

909.3642802

Soconnor@chinohills.org

CITY OF ENCINITAS

Ms. Annette Saul

1990-Present

760.633.2755

asaul@encinitasca.gov

CITY OF YUCAIPA

Mr. Steve Frenken

2013-Present

909.797.2489

Sfrenken@yucaipa.org

CITY OF INDIO

Mr. Mike Edgar

2008-Present

760.391.4199

Medgar@indio.org

CITY OF PALM DESERT

Mr. Randy Chavez

2012-Present

760.346.0611

rchavez@cityofpalmdesert.org

EAST VALLEY MUNICIPAL WATER

Mr. Dale Barlow

2012-Present

909.888.8986

DBarlow@eastvalley.org

CITY OF TEMECULA

Mr. Stacy Fox

1983-Present

951.694.6480

Stacy.fox@temeculaca.gov

CURRENT PROJECTS

106 Ongoing Maintenance Contracts



89% of work with Public Agencies

Projects similar to the City of Lake Elsinore

CITY OF MURRIETA

Mr. George Moring

One Town Square
Murrieta CA
951.461.6124

- 46 parks
- 4 sports parks
- Equestrian Center
- All City Facilities
- Totaling over 700 acres



CITY OF CLAREMONT

Mr. Richard Hecker

1616 Monte Vista
Claremont CA
909.309.5431

- 19 Parks
- 5 Ball Fields
- 9 Soccer Fields
- 2 Community Centers
- Down Town Village
- City Hall
- Cemetery
- Totaling Over 200 Acres



CITY OF TEMECULA

Mr. Stacy Fox

41000 Main St.
Temecula CA
951.694.6480

- City Hall
- (13) Facilities
- 36 Neighborhood Parks
- 15 Sports Parks
- 23 Ball Fields
- 7 Soccer Fields
- 4 Synthetic Fields
- Slopes, Medians & Parkways
- Totaling Over 400 Acres



CITY OF CHINO HILLS

Mr. Sean O'Conner

1400 City Center Dr.
Chino Hills CA
909.364.2802

- (27) Neighborhood Parks
- (2) Dog Parks
- Slopes, Medians & Parkways
- Totaling Over 200 Acres



CITY OF INDIO

Mr. Mike Edgar

100 Civic Center Mall
Indio CA
760.391.4199

- 15 Parks
- 4 Sports Complexes
- 6 Ball Fields
- 10 Soccer Fields
- Parkways & Medians
Totaling Over 100
Acres



STAFFING & KEY PERSONNEL

Available as needed

GENERAL MANAGER

Jose Alfaro

45 Years Experience

909.208.9901

- Certified Water Manager
- Licensed PCA
- Licensed QAL
- Water Auditor

DESIGNER /QUALITY CONTROL MANAGER

Marty Fox

39 Years Experience

909.208.8101

- Water Auditor
- Water Manager
- Licensed QAC
- Recycled Water Supervisor
- Landscape Designer

LANDSCAPE IMPROVEMENT CREW

Jesus Alferez

32 Years Experience

+ (2) Laborer

- Landscape installation/renovation/conversion
- Irrigation conversions/retro fit
- Sports field renovations

CONSTRUCTION CREW

Miguel Ramos

19 Years Experience

+ (1) Laborer

- Hardscape installation/renovations
- Irrigation up-grades

STAFFING FOR THIS CONTRACT

Total of (14.5) full time staff, aprox. 2528 man hours per month

Excel Landscape understands this is a performance based contract. We will add resources when and where necessary to comply with the contract requirements.

ACCOUNT MANAGER

10 hours per week

Jason Alfaro

14 Years Experience

- Has managed several local municipalities for over 12 years
- Certified Water Auditor
- Water Manager
- Licensed QAL
- Reclaimed water certified

SUPERVISOR

1

40 hours per week

Arturo Serrato

26 Years Experience

IRRIGATOR

1

40 hours per week

Jose Garcia

14 Years Experience

8 Years in Lake Elsinore

MOW CREW 40 hrs per week (3) men

(2) DETAIL CREWS 40 hrs per week (7) men

TRASH CREW 40 hrs per week (1) man

BALL FIELD PREP 1 Day per week (1) man

PROPOSED METHODOGY

PROJECT OVERVIEW

MANAGEMENT PLAN

EQUIPMENT FOR THIS CONTRACT

VALUE ADDED OFFERINGS

QUALITY CONTROL PLAN

EMERGENCY RESPONSE

SAFTEY PLAN

INTEGRATED PEST MANAGEMENT

COST SAVINGS

TM

PROJECT OVERVIEW

Excel Landscape has maintained the landscaping for the City of Lake Elsinore at the highest level for over 20 years. Our extensive knowledge and understanding of the current landscape and budget constraints has given us the experience necessary to continue maintaining the park & parkway landscaping for the City.

Labor, equipment and material resources are scheduled and re-directed as necessary to achieve the highest level of service.

Proper water management is an important aspects of this project. Excel Landscape plans to continue saving the city water by:

- Providing a knowledgeable irrigation technician. They are experienced in water management and water conservation.
- The risk of poor water management can be very costly to the City and will quickly eliminate any savings obtained in a lower maintenance bid.

MANAGEMENT PLAN

Jason Alfaro, will be the Project Manager. He will coordinate with City Staff, and is in charge of all aspects of the contract. He oversees the supervisor, irrigation tech and crew.

Arturo Serrato will be the supervisor, he is responsible for all staff, irrigation technician, mow crew and detail crews along with all maintenance scheduling. He will oversee the water management and the irrigation reporting. The crews will be responsible for all landscape, irrigation and maintenance requirements. This would include pesticide application, weeding, pest control and fertilization. They will immediately respond to any City requests.

A major advantage Excel Landscape has, is we are already working for the city so no time is necessary to gear up and prepare for this contract. Please see the following staffing & equipment we will use on this contract.

EQUIPMENT FOR LANDSCAPE MAINTENANCE

Mow Crew Truck

(2) Maintenance Detail Trucks

7 men



MOW CREW

3 men

- 3/4 ton pick up
- utility trailer
- (3) 72" Riding mower
- 36" walk behind mower
- Small equipment
- Misc hand tools
- Traffic control devices

Irrigation Service Truck



IRRIGATION TECH

1 man

- Misc hand tools
- Traffic control devices
- Progressive tracking equipment
- Irrigation remote control

PARK TRASH TRUCK

1 man

- 1/2 ton pick up truck, to cycle through all parks for daily litter & trash pick up.
- Empty, Clean & replace liners on trash receptacles.
- Rake & level play ground surfaces.
- Bi-weekly pressure wash & cleaning.



DUMP TRUCK

1

- 1 ton dump truck, to pick up green-waste and litter generated from maintenance operations and renovation. Half time man to assist the Maintenance Crew.

EQUIPMENT FOR PARKS & PARKWAYS

- (3) 72" Riding Mower
- Walk behind mower
- Tractor mounted trimmer

Rotary Mowers



Tractor Mounted Trimmer



Ball Field Prep



- Ball field prep once per week included in proposal

TURF RENOVATION EQUIPMENT (Extra work)

Top Dresser



Vrisimo Flail



Aeravator



Turf Vac



Available for an additional cost

SPORTS FIELD RENOVATIONS, available as extra work

Sports Field Turf



Infield Renovations—Available as extra work

Annual process:

- Sod cut infield turf to re-establish clean edge
- Re-grade build up of brick dust at outfield edge
- Use the TR3 & Harley Power Rake to break through hard pan
- Eliminate hard and soft spots to achieve a consistent and even depth. The machine auto levels and leaves a consistent smooth surface. This will eliminate the need for costly new brick dust, saving City money for other projects.

Ball Field Renovation



VALUE-ADDED OFFERINGS

Excel Landscape has partnered with several municipal clients to accomplish a variety of mutually beneficial projects. With the Cities of Temecula and Murrieta we have redirected labor resources in the slower months of the year to remove turf and older landscapes and replace them with drought tolerant plantings. With the City of Claremont we have traded turf renovation for several needed City projects. This includes turf removal, drought tolerant plantings and irrigation upgrades.

Excel Landscape, as part of this proposal is willing to assist the city in obtaining a turf rebate to remove turf at Summer Hill Park. This will prevent severe run off and reduce water costs. The turf will be replaced with drought tolerant plantings and mulch. Plants would be Little john's, society garlic, Rosemary, dwarf Texas ranger and white and red Roses.



Little john



Iceberg Rose



Dwarf Texas Ranger

EXAMPLES OF VALUE-ADDED OFFERINGS With other City's

Excel Landscape

has been providing quality landscape improvements for the City of Temecula for many years.

Following is a sampling of projects we have partnered with the City to help with budget constraints by reducing water and maintenance costs.

VERANDA TURF CONVERSION

- **Goals of work performed:**
Estimated 50% Reduction in water use to help offset increasing water costs
- **Work made possible:**
Excel applied for and received a grant from So-Cal Water Smart in the amount of \$97,000.00
- Removal of non-usable turf
- Conversion of overhead irrigation to drip
- Installation of drought tolerant plant material
- This was accomplished with **no cost** to the city
-



IRRIGATION UPGRADES @ VERANDA

- **Goals of work performed:**
Upgrade timers and enclosures
- **Work made possible:**
Excel applied for and received a grant from so-cal water smart in the amount of \$97,000.00
- Removed (5) old outdated timers and enclosures
- Updated to Calsense and Hunter smart controllers



MAGEE PARK

- **Goals of work performed :**
Estimated 20% Reduction in water use to help offset increasing water costs
- **Work made possible:**
Excel Landscape applied for and received a grant from SoCal Water smart in the amount of \$28,000.00
- **Work Completed:**
 - Removal of passive turf
 - Conversion of overhead irrigation to drip
 - Installation of drought tolerant plant material
 - Updated timer to Hunter I-Core smart controller
 - This was accomplished with **no cost** to the city



BEFORE



AFTER



AFTER

TEMEKU HILLS/VILLAGES TURF CONVERSION

- **Goals of work performed :**
Estimated 50% Reduction in water use to help offset increasing water costs
- **Work made possible:**
Excel applied for and received a grant from SoCal Water Smart and Rancho Water District
- **Work Completed:**
 - Removal of non-usable turf
 - Conversion of overhead irrigation to drip
 - Installation of drought tolerant plant material
 - This was accomplished with **no cost** to the city



BEFORE



AFTER



Excel Landscape

has been providing quality landscape improvements for the City of Claremont for several years.

Following is a sampling of projects we have partnered with the City to help with budget constraints by reducing water and maintenance costs.

City of Claremont Various Projects

- **Reason for work performed :**
City could not provide adequate water for over-seeding, due to the drought situation.
- **Work made possible:**
Excel was willing to trade the cost of passive park renovation and cost of seed.
- **Work Completed:**
 - Removal of passive & non-usable turf
 - Conversion of overhead irrigation to drip
 - Installation of drought tolerant plant material
 - Installations of new Weather based smart controllers
 - This was accomplished with **no cost** to the city



QUALITY CONTROL PLAN

Quality People Produce
Quality Results

Excel Landscape
Hires & trains the right people.

COMMUNICATION

- Office staff is available Monday – Friday, 7:00 a.m. to 4:30 p.m.
- The same phone number is used during business and after hours to ensure clients are able to receive assistance 24 hours a day.
- Client needs are communicated through the chain of command to ensure quick and efficient responses.
- All crews carry cell phone communication for rapid response to requests.

TRAINING

Manager

- Is an experienced QAL, Irrigation Auditor and Irrigation Manager.
- Attends outside training sessions to ensure licenses and certifications are current.

Staff

- Are rigorously screened to find the best match for each of our job positions.
- Are trained according to appropriate skill and job level. This ensures that each member of the team can safely and competently complete their assigned tasks.
- Bi-Weekly “tailgate” meetings are provided by “in-house experts” in the areas of Chemical application, irrigation auditing, and irrigation management.
- Topics are scheduled a year in advance and cover areas such as OSHA safety standards, industry techniques, irrigation practices and new technology. Topics are adjusted as needs or regulations change.

NEW PROJECT MANAGEMENT

- Project areas are photographed to document a starting point. Recognize areas of need, record improvement as the project progresses, and provide visual aid for improvement plans and alternatives.
- Staff is trained on issues related to each specific project and the clients expectations are conveyed to crews.
- Each staff member responsible for the project is cross trained in all tasks so ill calls and vacations are covered. This ensures consistency of quality throughout the project.

CURRENT PROJECT MANAGEMENT

- The owner of **Excel Landscape** is involved in the day-to-day operations.
- Each project is managed by a project manager and a supervisor.
- Project sites are routinely inspected and a punch list is generated.
- The punch list is discussed with the appropriate staff, along with a location map and completion date expectation.
- The project manager and supervisor are responsible for ensuring the punch list is completed, quality is consistent, and work is done according to company and City required standards.
- All projects are reviewed by our water auditor to review utility use. This information is used to develop a water budget for all metered areas to ensure efficient use. Staff then read the meters and track the water use on a monthly basis. An improvement plan is developed and discussed with the client for any area that does not meet the calculated budget expectation.
- Excel employs their own mechanics to ensure vehicles and equipment are serviced, maintained, and function appropriately.

EMERGENCY RESPONSE

- Office staff is available Monday through Friday from 7:00 a.m. to 4:30 p.m.
- The same phone is answered 24 hours a day to handle emergency situations.
- Office staff maintains cellular contact with all personnel to provide quick and efficient communication.
- We maintain a service yard very close to the City to expedite response time.
- We have a Project Manager, (2) Supervisors, (4) Irrigation Technicians and (9) other crews, all with separate vehicles that are in close proximity to the city that could respond immediately to any emergency or natural disaster during business hours.
- After hours (3) individuals are on call to address any emergency 24 hours a day 7 days per week.

SAFETY PLAN

- Excel Landscape considers safety the number one issue.
- We have bi-weekly tailgate meetings in which safety is the focus. All employees are trained in-house by our own "experts in their field". This includes PCA, QAL, QAC, Irrigation Auditors and Irrigation Managers.
- These meetings are scheduled and topics such as OSHA safety standards, Industry techniques, irrigation practices and new technology are discussed.
- Items are decided by our management team at one of their training meetings. Topics are chosen and scheduled for a year at a time, but may be adjusted as needs or regulations arise.
- All managers are required to attend outside training sessions to keep all licenses and certificates current.
- Each employee is trained with the information appropriate to their skill level. Employees are trained on each piece of equipment as to appropriate use, safety precautions and maintenance.
- We employ our own mechanics to assure proper maintenance intervals on all equipment from weed eaters to tractors to trucks and trailers. This level of detail is crucial to insure all equipment is running at peak level.
- Each truck has a yellow beacon on the roof that is in operation each time the truck is stopped.
- They also have signs and cones for use in high traffic areas. The cones are used each time the truck is parked. The signs are used while working in the median at the start of the median and cones placed along the curb at 60' intervals throughout the work area. Each service yard has a sign board for use when a lane closure is needed.

INTEGRATED PEST MANAGEMENT

Excel Landscape uses integrated pest management (IPM). An ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties.

Pesticides are used only after monitoring indicates they are needed according to established guidelines and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and non target organisms, and the environment.

1 INSPECT

The site thoroughly

2 IDENTIFY

If pests exist or conditions are right for the existence of pest

3 DEVELOP

A custom plan to treat your problem or prevent future problems

4 TREAT

Using a variety of methods to safely prevent the return of future problems

5 MONITOR

The site to ensure that your pest problems do not return



Use of new non-chemical rodent control devices

COST SAVINGS

Excel Landscape has developed many ways to cut costs in today's challenging economic times. We pass those savings on to our customers allowing us to retain long term relationships.

Use of Growth Regulators

- Slows the rate of plant growth
- Saves labor by allowing less trim cycles
- Reduces amount of green waste generated

Use of Pre-Emergent Herbicide

- Targets specific grasses and weeds
- Saves labor on manual weeding
- Reduces amount of green waste generated

Slow Release Fertilizers

- Releases over a 2 to 3 month period
- Steady supply of food eliminates uneven growth patterns
- Helps plant health for longer plant life
- Eliminates excess run off and material leaching beyond the root zone
- Reduces amount of green waste

Excels' Close Proximity

- Less travel time saves fuel and cuts unproductive man hours
- Allows for more time on the job site
- Where possible permanent on-site crews saves on travel and equipment hauling

Water Management

- See the section on water management and how it saves valuable resources, money and promotes healthy landscapes

WATER MANAGEMENT

TRAINED IRRIGATION TECHNICIANS

TESTING & REPAIR

TROUBLE SHOOTING

SCHEDULING & ADJUSTMENTS

BUDGETING

REPORTING

Excel Landscape understands the value of water management. With the rising cost, escalating restrictions and regulations, **the proper use of water has become a major part of a good landscape management program.** This is vital not only for proper plant health but also to control costs. It is not uncommon for water costs to be as high as the maintenance cost. Many times a proposal that is lower in initial cost does not provide a good system to manage and track water use. So in the long run when the total cost of ownership is calculated the actual cost is much higher and not known until it is too late. **Excel Landscape** has developed the following plan to ensure your costs are kept under control, and water is managed properly.

TRAINED IRRIGATION TECHNICIANS

IRRIGATION TECH 1

- An individual that shows the ability to repair all types of irrigation.
- Has assisted an Irrigation Tech 2 for a minimum of six months.

IRRIGATION TECH 2

- Must complete the Irrigation Tech 1 requirements.
- Have two years experience as an irrigation tech 1.
- Proficient in all types of sprinkler head adjustment, main line & valve repair, wire tracking & troubleshooting, controller programming & scheduling.

IRRIGATION TECH 3

- Must have a minimum of 2 years experience and complete the Irrigation Tech 2 requirements.
- Proficient in site inspection & system tune up, performance testing & water use analysis, basic pump application and water management.
- Must possess a Water Auditor certificate.

BASIC STEPS USED TO MANAGE & MONITOR PROPER WATER USE

- Routine operational testing to insure proper watering by trained and well equipped Irrigation Technicians.
- Scheduling and frequent adjustments to irrigation controllers based on current weather data.
- Water budgets based on plant type and site conditions. On going monitoring and reporting of actual water use to insure compliance with water budgets.

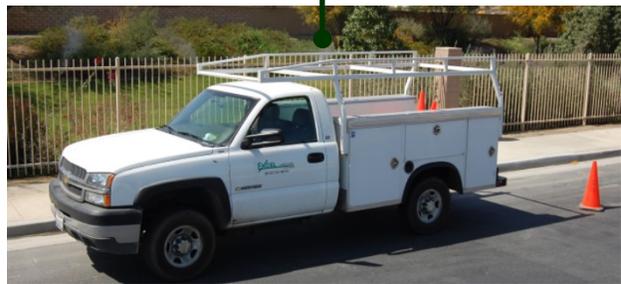
TESTING & REPAIR

- Trained Technicians perform routine inspections of irrigation systems to insure proper operation.
- All Technicians have Cell phones for immediate communication with supervisors and office staff to respond to emergencies and special requests.
- All irrigation trucks are fully stocked with commonly used components saving costly trips to the supply house.

Calsense & Rain Master Remotes



Irrigation Service Truck



TROUBLE SHOOTING

- Each Supervisor has state of the art electronic trouble shooting equipment for any problem that might arise.

Pulser Cable Fault Locator



Tracker



SCHEDULING & ADJUSTMENTS

- Projects are inspected, clocks identified by zone and this Information is stored on a Clock Schedule. This allows water managers to develop and monitor irrigation programs based on actual field conditions.
- Weather data is obtained from CIMIS, and used to calculate station runtimes. This information is then programmed into the controllers and adjusted as necessary.
- On manual systems, adjustments are made based on current weather data.
- On Central systems, Excel staff will coordinate with City staff to insure proper watering is based on current ET data.

BUDGETING

- A water budget has been established based on historical ET. It also uses a crop coefficient and distribution uniformity. This information is entered into a Water Budget tracking system for monthly reporting. (see attached Budget)
- Water use is recorded in the same system and used to compare to budgets.

REPORTING

- With the new immediate response meters we are prepared to make schedule changes as requested by city staff.
- Reports are then shared with managers, supervisors and the appropriate field staff.
- Immediate attention is given to each situation to determine cause, and then the appropriate action is taken.
- Accounts with high water use/cost are monitored closely and information shared with the city, via a site specific report. (See attached)
- Irrigation Techs have smart technology with custom designed forms for gathering required reporting information. This information is easily shared with City staff to assure proper monitoring and communication among all parties.



SCHEDULE OF CHARGES



LANDSCAPE PROPOSAL - LAKE ELSINORE STREETScape				
EXHIBIT "A"				
	Location	Acre	Month	Annual
1	Grape Street	1	\$200.00	\$2400.00
2	Canyon Estates	4	\$400.00	\$4800.00
3	Summerhill	5	\$400.00	\$4800.00
4	Linear Park	3	\$575.00	\$6900.00
5	Railroad Canyon Median	4	\$1500.00	\$18,000.00
6	6 th Street	2	\$400.00	\$4800.00
7	Mission Trail	1	\$200.00	\$2400.00
8	Downtown Main Street (7 days a week)	1	\$700.00	\$8400.00
9	Main Street Planters	1	\$200.00	\$2400.00
10	Peck Street Parking Lot	1	\$200.00	\$2400.00
11	Sulphur Parking Lot	1	\$200.00	\$2400.00
12	Lakeshore/Lakeshore	1	\$200.00	\$2400.00
13	Machado/Grand	1	\$300.00	\$3600.00
14	Machado/Lilly	1	\$200.00	\$2400.00
15	Machado/Lakeshore/Lincoln	2	\$500.00	\$6000.00
16	President Track	5	\$400.00	\$4800.00
17	Lincoln	14	\$2100.00	\$25,200.00
18	Grand	13	\$2100.00	\$25,200.00
19	Lake Street	1	\$200.00	\$2400.00
20	Orange Grove Way	1	\$200.00	\$2400.00
21	Princo	3	\$300.00	\$3600.00
22	Grand/Ontario	2	\$350.00	\$4200.00
23	Corydon	2	\$350.00	\$4200.00
24	Poe Street Parking Lot	1	\$200.00	\$2400.00
25	Terra Cotta	1	\$200.00	\$2400.00
26	Splash	1	\$300.00	\$3600.00
27	Hwy 74	1	\$200.00	\$2400.00
28	Malaga Medians	2	\$350.00	\$4200.00
29	Via de la Villa	2	\$300.00	\$3600.00
30	Collier Medians	2	\$400.00	\$4800.00
31	Graham Weed Abatement	2	\$150.00	\$1800.00
32	Ardenwood Way	1	\$400.00	\$4800.00
33	Cultural Center Parking Lot	2	\$200.00	\$2400.00
34	McKenna Court	1	\$200.00	\$2400.00
35	Lakeshore Drive	3	\$700.00	\$8400.00
36	Lantherhill Walkway	1	\$200.00	\$2400.00
37	Lincoln St and Machado Street	1	\$400.00	\$4800.00
38	Community Center	1	\$200.00	\$2400.00
39	Chamber of Commerce	1	\$200.00	\$2400.00
40	Planet Youth Building	1	\$300.00	\$3600.00
41	Railroad Canyon Fire Station	2	\$350.00	\$4200.00
42	McVicker Fire Station	3	\$350.00	\$4200.00
	<i>Joe Alfaro</i>	Total	\$17,775.00	\$ 213,300.00
		34		
	Authorized Signature			

EXHIBIT "B"

Pricing Sheet for

LANDSCAPE MAINTENANCE SERVICE AREA

New Landscape Maintenance Service Areas

Price per Square Foot

<u>Maintenance Service Area</u>	<u>Monthly</u>	<u>Annually</u>	
Sports Park Service Area	\$0.025 /	\$0.3	sq.ft.
Neighborhood Park Service Area	\$0.0175 /	\$0.21	sq.ft.
Slope Service Area	\$0.015 /	\$0.18	sq.ft.
Median Service Area	\$0.025 /	\$0.3	sq.ft.
Community Facility Service Area	\$0.0175 /	\$0.21	sq.ft.
Trail Service Area	\$0.015 /	\$0.18	sq.ft.



Authorized Signature

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)	\$ QUOTE	sq. ft.
2. Edging	\$ 1.00	linear ft.
3. String Trimming	\$ 1.00	linear ft.
4. Aerification (Core/3")	\$ 100.00	sq. ft. per Acre
5. Aerification (Deep Tine/6")	\$ QUOTE	sq. ft.
6. Weed Removal (Manual)	\$ QUOTE	per man hr.
7. Pest Control (Manual)	\$ 65.00	per man hr.
8. Fertilization (Placement Only)	\$ QUOTE	sq. ft.
9. Materials (Fertilizer, Soil Amends)	\$ Cost + 15%	
10. Over seeding of Sports turf (Soccer Field, Football Field)	\$ 0.03	sq. ft. (min. 40,000 sq. ft.)
11. Over seeding of Sports turf (Baseball Field)	\$ 0.04	sq. ft. (min. 5,000 sq. ft.)
12. Over seeding of General use turf areas	\$ 0.04	sq. ft. (min. 1,000 sq. ft.)
13. Artificial Turf areas	\$ QUOTE	sq. ft. (min. 1,000 sq. ft.)
14. Gypsum with Sulfur soil buster or equal	\$ _____	sq. ft. (min. 20lbs/1000sq.ft.)

II. General Landscape Maintenance (Planters and Slope Areas)

1. Edging (Ground Cover)	\$ 40.00	linear ft. per man hr.
2. Trimming (Shrubs, Ground Cover)	\$ 40.00	sq. ft. per man hr.
3. Pruning/Shrubs, Vines, Roses	\$ 40.00	sq. ft. per man hr.
4. Pruning/Trees (To 18')	\$ QUOTE	each
5. Weed Removal (Manual)	\$ 40.00	per man hr.
6. Pest Control (Manual)	\$ 65.00	per man hr.
7. Fertilization (Placement Only)	\$ 40.00	sq. ft. 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)	\$ 25.00	each flat
2. Ground Cover	\$ 25.00	flat
3. One (1) Gallon	\$ 10.00	each
4. Five (5) Gallon	\$ 25.00	each
5. Fifteen (15) Gallon	\$ 150.00	each
6. 24" Box Tree	\$ 250.00	each
7. Seeded Turf	\$.05	sq. ft. min 500 sf
8. Sodded Turf	\$ 2.00	sq. ft. min 500 sf
9. Hydroseed	\$ QUOTE	sq. ft.
10. Soil Preparation (Existing Area)	\$ QUOTE	sq. ft.
11. Soil Preparation (New Area)	\$ QUOTE	sq. ft.
12. Wood Mulch	\$ 45.00	cu. yd.

IV. Irrigation System Maintenance

- | | | |
|---|---------------|---------|
| 1. Inspection | \$ 85.00 | per hr. |
| 2. Repair (Main Line, Lateral Line, Sprinklers) | \$ 85.00 | per hr. |
| 3. Parts | \$ Cost + 15% | |

V. *General Pest Control*

- | | | |
|----------------------------------|---------------|---------|
| 1. Written Recommendation by PCA | \$ 200.00 | each |
| 2. Qualified Applicator (QAC) | \$ 85.00 | per hr. |
| 3. Trained Applicator | \$ 85.00 | per hr. |
| 4. Material | \$ Cost + 15% | |

POTENTIAL COST SAVINGS:

- **Eliminate Payment & Performance Bonds: \$14,822.00**

This is a service contract, the City always holds at least one month of the contract amount, which is \$82,797.00. the City could save \$.00 annually.

Total potential savings: \$14,822.00



BANK & BONDING LETTERS





March 30, 2020

Regarding : Excel Landscape, Inc

Excel Landscape, Inc is one of the top companies of my portfolio here at JP Morgan Chase Bank. They have been assigned to my portfolio here at Chase since 2013. The company has always had a significant deposit relationship with us. The combined balances on their business accounts never drop below a seven figure deposit balance. As part of this relationship they have handled their accounts properly at all times. Although they do not have any credit facilities with us at this time, that is by their operational design. Should they ever request a credit facility they would be in a good position to have one secured for them. Should you have any questions regarding their relationship, please do reach out.

Best Regards, Shaun McGuinness
Sr Business Relationship Manager • shaun.mcguinness@jpmorgan.com (714) 369-5914
JP Morgan Chase Bank | 31 West Foothill Blvd. Upland CA. 91786



Liberty Mutual Surety

790 The City Drive South
Suite 200
Orange, CA 92868
714.634.5716

March 16, 2020

Re: Excel Landscape, Inc.
Prequalification Letter

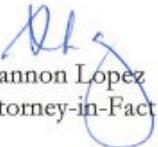
To Whom It May Concern:

We understand that Excel Landscape, Inc. has or is about to submit a proposal or proposals for work to your company. This letter is to inform you that The Ohio Casualty Insurance Company has been the bonding company for Excel Landscape, Inc. since January 2008. We will consider single bond requests for up to approximately \$4,000,000 with aggregates up to \$10,000,000, subject to our normal underwriting conditions.

If Excel Landscape, Inc. is awarded a contract for work, it is our present intention to provide the required performance and payment bonds. You understand of course, that any arrangements for the final bond or bonds is a matter between the contractor and the surety and that The Ohio Casualty Insurance Company will assume no liability to third parties, or to you, if for any reason we do not execute said bond or bonds.

The Ohio Casualty Insurance Company is a member of Liberty Mutual Insurance Companies and have been given an A XV rating by A.M. Best. We are also an admitted Surety in California. If you should need any additional information, please give me a call.

Sincerely,


Shannon Lopez
Attorney-in-Fact

Member of Liberty Mutual Group

EXHIBIT B
LIST OF SUBCONTRACTORS
NONE

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 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

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 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: 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: 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.

<p>Named Insured: Excel Landscape Inc</p> <p>Endorsement Effective Date: 08/01/2020</p>

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.

<p>Named Insured: Excel Landscape Inc</p> <p>Endorsement Effective Date: 08/01/2020</p>

SCHEDULE

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

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: 5/1/2020

Expiration Date: 4/30/2021

TO BE POSTED IN A CONSPICUOUS PLACE

THIS IS YOUR LICENSE • NOT TRANSFERABLE