AMENDMENT NO. 2 TO AGREEMENT FOR CONTRACTOR SERVICES (ON-CALL) NPG, Inc.

FY 17/18 Annual Crack Seal & pothole Repairs, Project No. Z10002

This Amendment No. 2 to Agreement for Contractor Services (On-Call) ("Amendment No. 2") is made and entered into as of June 13, 2017 by and between the City of Lake Elsinore, a municipal corporation ("City), and NPG, Inc., a California corporation ("Contractor").

RECITALS

A. The City and Contractor have entered into that certain Agreement for Contractor Services dated as of October 13, 2015 (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 not to exceed Fifty-Five Thousand dollars (\$55,000).

C. The term of the Original Agreement was for eight (8) months and allows the City to extend the term on an annual basis, for a total of two (2) years.

D. Amendment No. 1 dated July 1, 2016 extended the term through FY 2016/17.

E. The parties now desire to extend the term 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 2, c. Term and Compliance with Task/Work Order System of the Original Agreement is hereby amended to add the following:

Unless earlier terminated as provided elsewhere in the Original Agreement, this Amendment No. 2 shall continue in full force and effect until June 30, 2018.

2. Section 3, Compensation, is hereby amended to add the following:

In no event shall Contractor's compensation exceed Fifty-Five Thousand Dollars (\$55,000) for Fiscal Year 2017/2018 without additional written authorization from the City.

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. 2 to be executed on the respective dates set forth below.

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

Grant Yates, City Manager

Date:

"CONTRACTOR" NPG, INC., a California corporation By: Jeff S. Nelson President Its:

Date:_____

City Clerk

ATTEST:

APPROVED AS TO FORM:

City Attorney

Attachment: Amendment No. 1 – 07.01.2016 Original Agreement – 10.13.2015

City of Lake Elsinore NPG, Inc June 13, 2017

EXHIBIT A

CITY OF LAKE ELSINORE

PROPOSAL - SCHEDULE

PROJECT NO. Z10002 FY 15/16 ANNUAL CRACK SEAL & POTHOLE REPAIRS

PROPOSER: NPG, Inc.

(Contractor Name)

PROPOSAL ITEMS AS FOLLOWS:

ITEM NO.	DESCRIPTION OF ITEMS	ESTIMATED QUANTITY (FIGURES)		TOTAL COST (FIGURES)	
1	Remove and Replace 3 inches (maximum) sections	5,000	SF	\$3.75	\$18,750.00
2	1 ½ inch edge mill	10,000	SF	\$0.76	\$7,600.00
3	Install 1 inch AC leveling course	335	TON	\$165.00	\$55,275.00
4	Install 1 ½ inch AC Hot Mix Asphalt Overlay	500	TON	\$160.00	\$80,000.00
TOTAL FOR ITEMS					
(Based on estimated quantities of items 1 through 4					161,625.00

SCHEDULE A Total Bid: \$161,625.00

(Figures*)

SCHEDULE A Total Bid:

One hundred sixty one thousand six hundred twenty five dollars and zero

(Words*)

*BID MAY BE REJECTED IF TOTAL IS NOT SHOWN FOR BOTH FIGURES AND WORDS.

(Payment bond required in this amount - no personal checks will be accepted):

									OP ID: DB
CERTIFICATE OF LI					BILITY IN	ISURA	NCE		(MM/DD/YYYY)
		ATE IS ISSUED AS A	MATTER	OF INFORMATION ONLY R NEGATIVELY AMEND,	AND CONFERS	NO RIGHTS	UPON THE CERTIFICAT	TE HOI	
B	ELOW. THIS	CERTIFICATE OF IN	SURANCE	DOES NOT CONSTITUT					
				DITIONAL INSURED, the					
				policies may require an e	ndorsement. A sta	tement on th	is certificate does not c	onfer r	rights to the
	DUCER	r in lieu of such endor	sement(s).		CONTACT John Sh	offield			
Crosby Insurance, Inc							FAX	714-2	21-5210
8181 E. Kaiser Blvd Anaheim Hills, CA 92808				PHONE (AIC, No, Ext): 714-221-5255 FAX (AIC, No): 714-221-5210 E-MAIL ADDRESS: jsheffield@crosbyinsurance.com					
	n Sheffield				PRODUCER CUSTOMER ID # NPG	iCO-J			
					A special of vision list, more approximation of a constraint of the				NAIC #
INSURED NPG, Inc. aka: Nelson Paving &					INSURER A : Ironsho	ore Special	ty Ins Co		
		ling, Goldstar Asph	alt		INSURER B: Genera	I Ins Co of	America		
		lucts Box 1515			INSURER C: Liberty		writers		
		is, CA 92572			INSURER D: ICW Gr		_		
					INSURER E: Great A	merican In	surance Goup		
~~~		05	DTICICATE		INSURER F :				
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NSR	TYP	OFINSURANCE	ADDL SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	rs	
	GENERAL LIABIL	ITY					EACH OCCURRENCE	\$	1,000,000
A	X COMMERCI	AL GENERAL LIABILITY		AGS0058703	11/15/2016	11/15/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000
	CLAIM	S-MADE X OCCUR					MED EXP (Any one person)	\$	5,000
			-				PERSONAL & ADV INJURY	\$	1,000,000
							GENERAL AGGREGATE	\$	2,000,000
		TE LIMIT APPLIES PER					PRODUCTS - COMP/OP AGG	S	2,000,000
							Ded COMBINED SINGLE LIMIT	S	5,000
в	X ANY AUTO			24-CC-206754-0	11/15/2016	11/15/2017	(Ea accident)	\$	1,000,000
5	ALL OWNER	AUTOS		INCL PHYSICAL DAMAG			BODILY INJURY (Per person)	\$	
	SCHEDULE						BODILY INJURY (Per accident)	\$	
	X HIRED AUTO						PROPERTY DAMAGE (PER ACCIDENT)	\$	
	V						Campanahanaiwa		
	X NON-OWNE	DAUTOS					Comprehensive	\$	\$1,000 dec
	X NON-OWNE			\$50,000 MAXIMUM LIMIT	т		Collision	s s	\$1,000 dec \$1,000 dec
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	X Hired Phy UMBRELLA X EXCESS LIA DEDUCTIBL RETENTION WORKERS COMP AND EMPLOYER ANY PROPRIETO OFFICER/MEMBE	VS Dam LIAB X OCCUR B CLAIMS-MAD E S VENSATION S'LIABILITY WPARTNER/EXECUTIVE Y / N KPARTNER/EXECUTIVE Y / N Y / N			11/15/2016	11/15/2017 01/01/2018	Collision EACH OCCURRENCE AGGREGATE X WC STATU- TORY LIMITS OTH- E.L EACH ACCIDENT	\$ \$ \$ \$ \$ \$	\$1,000 dec 5,000,000 5,000,000 1,000,000
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NOTEPAD:	HOLDER CODE	CITYLEL NPG, Inc. aka: Nelson Pav	/ing &	NPGCO-J OP ID: DB	Date	PAGE 2 12/31/2015
The City, its elected or appointed officers, officials, employees, agents and volunteers is named Additional Insured as respects General Liability and Auto Liability only as per attached endorsements.						
General Liability is Primary and Non-Contributing only as per attached endorsements.						
Waiver of Subrogation applies to General Liability, Auto Liability and Employers Liability only as per attached endorsements.						
General Liability losses are subject to a deductible of \$5,000						
Project: NPG Job 1 Annual Crack Seal &	5649 ~ City Pothole Rep	of Lake Elsinore, Pro pairs (on-call)	oject #2100	002, FY 15-16		

# 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			
As required by written contract. If required by your written contract or written agreement with such Additional Insured, this insurance is primary and non-contributory.	Any Location			
If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in SECTION IV – COMMERICAL LIABILITY CONDITIONS, paragraph 4. Other Insurance, subparagraph c. Method of Sharing.				
The inclusion of one or more Insured(s) under the terms of this endorsement does not increase our limits of liability.				
All other terms and conditions remain unchanged				
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
  - 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:

- 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.

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# 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
As required by written contract. If required by your written contract or written agreement with such Additional Insured, this insurance is primary and non- contributory. If anyone, other than the Additional Insured, provides	The insurance afforded by this policy for the benefit of the additional insured does not apply to 'property damage' to any building, structure or appurtenant structure intended to be occupied as a 'private residence'. The term "private residence" includes single family homes or residences, multi-family homes or residences. Apartments are not considered "private residences."
4. Other Insurance, subparagraph c. Method of Sharing.	
The inclusion of one or more Insured(s) under the terms of this endorsement does not increase our limits of liability.	
All other terms and conditions remain unchanged.	

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:

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

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

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

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

#### whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# 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:

As Required by Written Contract

Information required to complete the 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: 24-CC-206754-0

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# AUTO PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

# EXTENDED CANCELLATION CONDITION

Paragraph **2.b.** of the CANCELLATION Common Policy Condition is replaced by the following:

**b.** 60 days before the effective date of cancellation if we cancel for any other reason.

# TEMPORARY SUBSTITUTE AUTO – PHYSICAL DAMAGE COVERAGE

Under paragraph C. – CERTAIN TRAILERS, MO-BILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS of SECTION 1 - COVERED AUTOS, the following is added:

If Physical Damage coverage is provided by this Coverage Form, then you have coverage for:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

#### **BROAD FORM NAMED INSURED**

SECTION II – LIABILITY COVERAGE – A.1. WHO IS AN INSURED provision is amended by the addition of the following:

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

# BLANKET ADDITIONAL INSURED

SECTION II — LIABILITY COVERAGE — A.1. WHO IS AN INSURED provision is amended by the addition of the following:

- e. Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured", subject to the following additional provisions:
  - (1) The "insured contract" must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury" or "property damage".
  - (2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
  - (3) There is no coverage provided to this person or organization for "bodily injury" to its employees, nor for "property damage" to its property.
  - (4) Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
  - (5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".

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- (6) The coverage provided will not exceed the lesser of:
  - (a) The coverage and/or limits of this policy; or
  - (b) The coverage and/or limits required by the "insured contract".
- (7) A person's or organization's status as an "insured" under this subparagraph **d** ends when your operations for that "insured" are completed.

## EMPLOYEE AS INSURED

Under Paragraph **A.** of Section **II** – LIABILITY COV-ERAGE item f. is added as follows:

Your "employee" while using his owned "auto", or an "auto" owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that "auto". This coverage is excess to any other collectible insurance coverage.

## FELLOW EMPLOYEE COVERAGE

Exclusion 5. FELLOW EMPLOYEE of SECTION II - LIABILITY COVERAGE - B. EXCLUSIONS is amended by the addition of the following:

However, this exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

#### **BLANKET WAIVER OF SUBROGATION**

We waive the right of recovery we may have for payments made for "bodily injury" or "property damage" on behalf of the persons or organizations added as "insureds" under Section II — LIABILITY COVERAGE — A.1.D. BROAD FORM NAMED INSURED and A.1.e. BLANKET ADDITIONAL INSURED.

## PHYSICAL DAMAGE – ADDITIONAL TRANS-PORTATION EXPENSE COVERAGE

The first sentence of paragraph **A.4.** of SECTION **III** – PHYSICAL DAMAGE COVERAGE is amended as follows:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

# PERSONAL EFFECTS COVERAGE

A. SECTION III – PHYSICAL DAMAGE COVER-AGE, A.4. COVERAGE EXTENSIONS, is amended by adding the following:

## c. Personal Effects Coverage

For any Owned "auto" that is involved in a covered "loss", we will pay up to \$500 for "personal effects" that are lost or damaged as a result of the covered "loss", without applying a deductible.

# EXTRA EXPENSE – BROADENED COVERAGE

Paragraph A. - COVERAGE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

5. We will pay for the expense of returning a stolen covered "auto" to you.

# AIRBAG COVERAGE

Under paragraph **B.** – EXCLUSIONS of SECTION **III** – PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

## NEW VEHICLE REPLACEMENT COST

Under Paragraph **C** – LIMIT OF INSURANCE of Section **III** – PHYSICAL DAMAGE COVERAGE section **2** is amended as follows:

- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. However, in the event of a total loss to your "new vehicle" to which this coverage applies, as shown in the declarations, we will pay at your option:
  - The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
  - b. The purchase price, as negotiated by us, of a new vehicle of the same make, model and equipment, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership. If the same model is not available pay the purchase price of the most similar model available;

#### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 8-00)

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be 3 % of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization ANY PERSON OR ORGANIZATION WHEN REQUIRED BY WRITTEN CONTRACT Job Description ALL CALIFORNIA OPERATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2017 Policy No. WVE5028828 02

Endorsement No.

insured NPG INC

Premium § INCL.

Insurance Company INSURANCE COMPANY OF THE WEST

Countersigned By

WC 99 06 34 (Ed. 8-00)

NSURED

# **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:NPG CORPORATIONBusiness Location:P O BOX 1515

PERRIS, CA 92572

Owner Name(s):

# **CITY OF LAKE ELSINORE**

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

BUSINESS LICENSE NO. 006913

Business Type: EARTHWORK CONTRACTOR

Issue Date: 2/1/2017

Expiration Date: 1/31/2018

PERRIS, CA 92572

NPG CORPORATION P O BOX 1515

TO BE POSTED IN A CONSPICUOUS PLACE

THIS IS YOUR LICENSE • NOT TRANSFERABLE