AGREEMENT FOR CONTRACTOR SERVICES Hemet Fence Corporation

Canyon Hills Park Upgrades – Z40024

This Agreement for Contractor Services (the "Agreement") is made and entered into as of June 11, 2019, by and between the City of Lake Elsinore, a municipal corporation ("City") and Hemet Fence Corporation, a California corporation ("Contractor").

RECITALS

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

Fencing projects throughout the park which includes install of security fencing, dugout expansion and dog park fencing. ADA compliance gates at dugout and dog park area.

- B. Contractor has submitted to City a proposal, dated April 2019 attached hereto as Exhibit A ("Contractor's Proposal") and incorporated herein, to provide services and related work to the City pursuant to the terms of this Agreement.
- C. Contractor possesses the skill, experience, ability, background, certification and knowledge to perform the services and related work described in this Agreement on the terms and conditions described herein.
- D. City desires to retain Contractor to perform the services and related work as provided herein and Contractor desires to provide such services and related work as set forth in this Agreement.

AGREEMENT

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

2. <u>Time of Performance</u>.

- a. <u>Time of Essence</u>. Time is of the essence in the performance of this Agreement. The time for completion of the services and related work to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the services and related work contemplated pursuant to this Agreement consistent with Contractor's Proposal (Exhibit A) and shall provide, furnish and pay all labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required to perform such the services and related work.
- b. <u>Performance Schedule</u>. Contractor shall commence the services and related work pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services and related work 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.

The term of this Agreement shall commence upon execution of this Agreement and shall continue until the services and related work are completed in accordance with the Contractor's Proposal (Exhibit A).

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 project task 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 task order issued by the City.

- 3. <u>Compensation</u>. 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 compensation exceed Forty-three Thousand Nine Hundred dollars (\$43,900) 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. <u>Method of Payment</u>. 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. Reserved.

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. 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 acknowledges that any use of such materials in a manner beyond the intended purpose as set forth herein shall be at the sole risk of the City. City further agrees to defend, indemnify and hold harmless Contractor, its officers, officials, agents, employees and volunteers from any claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising out of the City's use of such materials in a manner beyond the intended purpose as set forth herein.

- a. <u>Licensing of Intellectual Property</u>. 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.
- b. <u>Confidentiality</u>. 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. <u>Independent Contractor</u>. It is understood that Contractor, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City.
- 10. <u>PERS Eligibility Indemnification</u>. 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.

Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary, 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.

11. <u>Interests of Contractor</u>. Contractor (including principals, associates and management 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. Ability of Contractor. City has relied upon the 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 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 contractors in Contractor's field of expertise.
- 13. <u>Compliance with Laws</u>. Contractor shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
- 14. <u>Licenses</u>. 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. <u>Insurance</u>. 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. <u>Workers' Compensation Coverage</u>. 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. <u>General Liability Coverage</u>. 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. <u>Automobile Liability Coverage</u>. 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.
- b. <u>Endorsements</u>. 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. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations.
- 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. <u>Deductibles and Self-Insured Retentions</u>. 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. <u>Certificates of Insurance</u>. 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. <u>Notices</u>. 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: Hemet Fence Corporation

Attn: Ms. Cindy Martin 25959 Juniper Flats Road Homeland, CA 92548

- 18. <u>Entire Agreement</u>. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
- 19. <u>Amendments</u>. 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.
- 20. <u>Assignment and Subcontracting</u>. The parties recognize that a substantial inducement to City for entering into this Agreement is the 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.

- 21. <u>Waiver</u>. 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.
- 22. <u>Severability</u>. 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.
- 23. <u>Controlling Law Venue</u>. 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.
- 24. <u>Litigation Expenses and Attorneys' Fees</u>. 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.
- 25. <u>Mediation</u>. 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.
- 26. <u>Execution</u>. 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.
- 27. <u>Authority to Enter Agreement</u>. 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. <u>Prohibited Interests</u>. 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.

- 29. <u>Equal Opportunity Employment</u>. 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.
- 30. 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.
- 31. <u>Execution</u>. 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.

[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

Grant Yates, City Manager

"CONTRACTOR"

HEMET FENCE CORPORATION, a California corporation

—Docusigned by: Cindy Martin

503C8D977CE14CE.

By: Cindy Martin

Its: President

ATTEST:

--- DocuSigned by:

Deputy City Clerk

APPROVED AS TO FORM:

- DocuSigned by:

Barbara leibold

City Attorney

Attachments: Exhibit A – Contractor's Proposal

EXHIBIT A CONTRACTOR'S PROPOSAL [ATTACHED]

DocuSign Envelope ID: C383486D-8C39-4A8B-A8B2-3E86BA29A933

25959 Juniper Flats Rd. Homeland, CA 92548 hemetfence@yahoo.com

Homeland, CA 92548

Fully Insured and Bonded

P.O. Box 619

MasterCard

WOOD FENCE • CHAIN LINK • ORNAMENTAL IRON VINYL • PVC



OFFICE (951) 926-8148 FAX (951) 926-1398

PROPOSAL/CONTRACT

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Master Card

ADDRESS

25959 Juniper Flats Rd. Homeland, CA 92548 hemetfence@yahoo.com

P.O. Box 619 Homeland, CA 92548

Fully Insured and Bonded





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AFDRESS 25959 Juniper Flats Rd. Homeland, CA 92548 hemetfence@yahoo.com



P.O. Box 619 Homeland, CA 92548

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VISA

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WOOD FENCE • CHAIN LINK • ORNAMENTAL IRON

AME CULY OF Lake Elsinon	FOOTAGE	DATE: 3-2	HEIGH			
DDRESS	72	Mayor Style	42			
ITY ZIP						
OME PHONE WORK PHONE		TROW/PARGICI				
ELL PHONE EMAIL		JU DOF IN				
DB ADDRESS CITY		Remove & Greek				
Curyon Hills Park			-			
Cauga Hills last		away				
S		15200 7 Oct	-			
		CHAINLINK				
	Terminal	Barbwire				
	Line Post	Bias				
	Top Rail	Wire Inside				
	Wire Gauge	Wire Outside				
	Points Up	Color	14			
/ / / / / / / / / / / / / / / / / / /	Knuckles Up					
		VINYL / WOOD FENCE				
3	Fence Style					
	Post Type					
	Board Type					
	Rails					
	Board Space					
	Color					
		IRON FENCE				
404	Style N					
	Post Size	Jarase				
	(1					
		12				
	Picket Size	344				
		Picket Space 4 **				
	Color B	HCK				
		GATES				
EXCLUSIONS	Walk Gate					
 GRADING • PERMITS • CORE DRILLING • DIG ALERT • LOCATION OF PRIVATE UNDERGROUND UTILITIES 	Double Gate		2-3-1			
 STAKING/SURVEYING • TRAFFICE CONTROL • CONCRETE MOW CURBS • CLEARING OF FENCE LINES • ASPHALT PATO BOND PREMIUM • GROUNDING • SAW CUTTING • ENGINEERING 	Single Drive	/				
change during installation of job subject to price change. Depth of posts according to ground of	conditions. Slide Gates					
net Fence Co. does not assume responsibility for damage to water lines, sprinkler lines, such size of the size of	electrical					
, , , , , , , , , , , , , , , , , , , ,	Gate Post					
		FOTAL DUE ON				
ECIAL INSTRUCTIONS:		TOTAL DUE ON SYCO	200			
		JOINITEE HON JO	,			

DocuSign Envelope ID: C383486D-8C39-4A8B-A8B2-3E86BA29A933

ADDRESS 25959 Juniper Flats Rd. Homeland, CA 92548 hemetfence@yahoo.com



P.O. Box 619 Homeland, CA 92548

Fully Insured and Bonded



VISA

OFFICE (951) 926-8148 FAX (951) 926-1398

PROPOSAL/CONTRACT

WOOD FENCE • CHAIN LINK • ORNAMENTAL IRON VINVI. • PVC

ESTIMATOR: Lic. #	1000432		DATE: 3	-22-19		
NAME CITY OF Lake Elsinor		FOOTAGE	DESCRIPTION	HEIGHT		
ADDRESS			Remove Exc			
CITY ZIP			chain Luk			
HOME PHONE WORK PHONE			could test is	4		
CELL PHONE EMAIL			Lew Slide	Control of the Contro		
JOB ADDRESS CITY				4		
Cangon Holls-Park			and the second			
C/S		THE T				
			CHAINLINK			
		Terminal	Barbwire	(IS, IT IS		
		Line Post	Bias			
		Top Rail	Wire Insid	de		
		Wire Gauge	Wire Outs	side		
		Points Up	Color			
		Knuckles Up	o morano	aau aa i		
			VINYL / WOOD FENC	E		
		Fence Style				
		Post Type				
	Board Type					
	Rails					
	Board Space					
	Color					
Cutin Shide zati	IRON FENCE					
		Style	7 - 4			
		Post Size				
	Rail Size					
		Picket Size				
		Picket Space				
		Color				
			GATES			
		Walk Gate				
EXCLUSIONS • GRADING • PERMITS • CORE DRILLING • DIG ALERT • LOCATION OF PRIVATE UNDERGROUND L		Double Gate				
 STAKING/SURVEYING • TRAFFICE CONTROL • CONCRETE MOW CURBS • CLEARING OF FENCE LINES • AS BOND PREMIUM • GROUNDING • SAW CUTTING • ENGINEERING 	SPHALT PATCHING	Single Drive				
Any change during installation of job subject to price change. Depth of posts according to	ground conditions.	Slide Gates	6x 17.6"			
Hemet Fence Co. does not assume responsibility for damage to water lines, sprink wires unless posted, staked out, or shown to the crew during the actual erection at ti	der lines, electrical he job site.	Frame Size	15/8			
X		Gate Post	2%			
SPECIAL INSTRUCTIONS:			TOTAL DUE ON COMPLETION	1000		
			5 e			
			X			



CERTIFICATE OF LIABILITY INSURANCE

Phone: (951)764-2417

151

\$

OTH-ER

2,000,000

1,000,000

1,000,000

1,000,000

DATE (MM/DD/YYYY)

06/04/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Speake Insurance Services, Inc.	CONTACT NAME:	Ginger Greeb			
		PHONE (A/C, No, Ext): (951)547-6779 FAX (A/C, No		FAX (A/C, No): (951)8	(_{c, No):} (951)848-0925	
		E-MAIL ADDRESS:	,			
		INSURER(S) AFFORDING COVERAGE			NAIC#	
		INSURER A:		39993		
INSURED		INSURER B:	National Union Fire Pittsbu	rgh PA	19445	
	HEMET FENCE CORP	INSURER C:	Insurance Company of the	West	27847	
	HOMELAND CA 92549	INSURER D :	• •			
		INSURER E :				
		INSURER F:				

COVERAGES CERTIFICATE NUMBER: 00000000-0 REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER LIMITS INSD WVD COMMERCIAL GENERAL LIABILITY Α X Υ 103GL002529200 09/01/2018 09/01/2019 EACH OCCURRENCE 1.000.000 \$ DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR 100,000 \$ 5,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY \$ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE \$ POLICY X PRO-2,000,000 PRODUCTS - COMP/OP AGG \$ \$ OTHER: COMBINED SINGLE LIMIT **AUTOMOBILE LIABILITY** \$ (Ea accident) ANY AUTO BODILY INJURY (Per person) \$ OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED BODILY INJURY (Per accident) \$ AUTOS NON-OWNED AUTOS ONLY PROPERTY DAMAGE (Per accident) \$ \$ UMBRELLA LIAB 2,000,000 X OCCUR EBU016838985 09/01/2018 09/01/2019 EACH OCCURRENCE \$

03/01/2019

03/01/2020

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) 30 Day cancellation provision reverts to 10 days notice in the event of non-payment of premium.

WPL504 6493 00

RE: Canyon Hills Park Upgrades

RETENTION \$

ANY PROPRIETOR/PARTNER/EXECUTIVE

If yes, describe under DESCRIPTION OF OPERATIONS below

EXCESS LIAB

WORKERS COMPENSATION

AND EMPLOYERS' LIABILITY

OFFICER/MEMBER EXCLUDED?

DED

(Mandatory in NH)

X

City of Lake Elsinore is included as Additional Insured on a Primary/Non-Contributory basis, including Waiver of Subrogation for General Liability per CG2010 04/13; CG2001 04/13; and CG2404 05/09 attached.

Waiver of Subrogation applies to Workers' Compensation per WC990634

CLAIMS-MADE

CERTIFICATE HOLDER	CANCELLATION
City of Lake Elsinore ATTN: 130 South Main Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Lake Elsinore, CA 92530	AUTHORIZED REPRESENTATIVE Witheren (GIN)

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AGGREGATE

X PER STATUTE

E.L. EACH ACCIDENT

E.L. DISEASE - EA EMPLOYEE \$

E.L. DISEASE - POLICY LIMIT

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 06 34

(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 / ORG
WHEN REQUIRED BY
WRITTEN CONTRACT

Job Description
ALL CA OPERATIONS

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

Endorsement Effective 03/01/2019 Policy No. WPL 5046493 00

Endorsement No.

Insured HEMET FENCE CORP

Premium \$ INCL.

Insurance Company INSURANCE COMPANY OF THE WEST

Countersigned By _____

WC 99 06 34 (Ed. 8-00)

COMMERCIAL GENERAL LIABILITY CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. POLICY NUMBER: 103 GL 0025292-00

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
All persons or organizations as required by writter contract with the Named Insured	As designated in written contract with the Named Insured

- 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:

- 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 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.

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:

All persons or organizations as requested by written contract with the Named Insured.

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

C	ertificate holder in lieu of such endors	seme	ent(s)								
PRO	DUCER Ollie Hatch Jr				CONTA NAME:	ст Ollie Hatch	ı Jr.				
Lic# OD10072			PHONE (A/C, No, Ext): (951) 684-8822 FAX (A/C, No): (951) 684-5860					384-5860			
Sta	teFarm 6748 Brockton Ave				È-MAIL ADDRE	ss: Ollie@Olli	eHatch.com				
Jia						INS	URER(S) AFFOR	DING COVERAGE			NAIC #
(Riverside, CA 92506				INSURE	R A : State Far	m Mutual Auto	mobile Insurance C	Company		25178
INSL	HEMET FENCE CORP				INSURE	RB:					
	25959 JUNIPER FLATS	RO	AD		INSURE	RC:					
	HOMELAND, CA 92548				INSURE	RD:					
	TIOMEE MD, ON OLO 10				INSURE	RE:					
					INSURE	RF:					
CO				E NUMBER:				REVISION NUME		D.C	N IOV PEDIOD
.IN	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	QUIR	REMENTAIN.	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN' ED BY	Y CONTRACT THE POLICIE	OR OTHER S DESCRIBE	DOCUMENT WITH D HEREIN IS SUB	RESPE	ст то	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	3	
LIK	GENERAL LIABILITY		III					EACH OCCURRENCE		\$	
	COMMERCIAL GENERAL LIABILITY			l				DAMAGE TO RENTED PREMISES (Ea occurre		\$	
	CLAIMS-MADE OCCUR							MED EXP (Any one pe	erson)	\$	
								PERSONAL & ADV IN	JURY	\$	
								GENERAL AGGREGA	TE	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/C	OP AGG	\$	
	X POLICY PRO- JECT LOC							COMPINED CINCLE	IN ALT	\$	
Α	AUTOMOBILE LIABILITY	Υ		297 0256-E01-75		05/01/2019	11/01/2019	COMBINED SINGLE L (Ea accident)		\$	1,000,000
	ANY AUTO							BODILY INJURY (Per p	ACC 100	\$	
	ALL OWNED X SCHEDULED AUTOS							BODILY INJURY (Per a PROPERTY DAMAGE		\$	
	X HIRED AUTOS X NON-OWNED AUTOS							(Per accident)		\$	
										\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE		\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE		\$	
	DED RETENTION \$ WORKERS COMPENSATION							WC STATU-	OTH-	\$	
	AND EMPLOYERS' LIABILITY V / N							E.L. EACH ACCIDENT	ER .	\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED?	N/A						E.L. DISEASE - EA EM			
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - POLIC		\$	
	DESCRIPTION OF OPERATIONS below							E.E. BIOLNOE TOLIO	/ Livii /	<u> </u>	
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (Attach	ACORD 101, Additional Remarks	Schedule	, if more space is	required)				
City	of Lake Elsinore, its elected or appointed	d off	icers,	agents, and volunteers are	named	d additional in	sured				
CE:	TIEICATE UOI DED				CANC	ELLATION					
CERTIFICATE HOLDER C						LLLATION					
CITY OF LAKE ELSINORE ATTN: CITY MANAGER			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.								
	130 SOUTH MAIN ST					AUTHORIZED REPRESENTATIVE					
LAKE ELSINORE, CA 92530				,	Valera 74						

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DATE OF NOTICE: APR 10 2019 CODE:

1236-FA71-A

1236-FA71-A

AT1

73A 001391 0093

CITY OF LAKE ELSINORE ISAOA 130 S MAIN ST

LAKE ELSINORE CA

92530-4163

NOTE: PLEASE NOTIFY STATE FARM AT THE ADDRESS LISTED AT THE TOP, LEFT CORNER OF THIS PAGE REGARDING ANY CHANGE OF ADDRESS INFORMATION.



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06-06-2014

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ADDITIONAL INSURED'S NOTICE OF COVERAGE

State Farm Mutual Automobile Insurance Company

NAMED INSURED: HEMET FENCE CORP

PO BOX 619

HOMELAND CA 92548-0619

POLICY NO:

YR/MAKE/MODEL: VIN/CAMPER:

AGENT NAME AGENT PHONE:

ENDORSEMENT NO: 6028BU

297 0256-E01-75O

2002 FORD FLATBED 1FDWF36S12ED54551 OLLIF HATCH

(951)684-8822

POLICY EFFECTIVE

MAR 22 2019 UNTIL TERMINATED

\$ 1 MIL

COVERAGE:

BI AND PD LIABILITY

POLICY MESSAGES: This policy shown above supersedes policy# 2970256-75N.

The policy includes a loss payable clause protecting the additional insured's interest in the described car to the extent of the insurance provided and subject to all policy provisions. The additional insured will be given 20 days notice if the policy is terminated. Until such notice is provided, it shall be presumed that the required renewal premiums have been paid. The additional insured must notify us within 10 days of any change of interest or ownership coming to their attention. Failure to do so will render this policy null and void.

ADDITIONAL INSURED'S NOTICE OF COVERAGE

State Farm Mutual Automobile Insurance Company

NAMED INSURED:

HEMET FENCE CORP

PO BOX 619

HOMELAND CA 92548-0619

POLICY NO: YR/MAKE/MODEL:

VIN/CAMPER: AGENT NAME:

AGENT PHONE: (951)684 ENDORSEMENT NO: 6028BU

297 0256-E01-75P 2002 FORD FLATRED 1FDWF36S12ED54551 OLLIE HATCH (951)684-8822

POLICY EFFECTIVE MAR 26 2019 UNTIL TERMINATED

COVERAGE:

BI AND PD LIABILITY

POLICY MESSAGES: This policy shown above supersedes policy# 2970256-750.

The policy includes a loss payable clause protecting the additional insured's interest in the described car to the extent of the insurance provided and subject to all policy provisions. The additional insured will be given 20 days notice if the policy is terminated. Until such notice is provided, it shall be presumed that the required renewal premiums have been paid. The additional insured must notify us within 10 days of any change of interest or ownership coming to their attention. Failure to do so will render this policy null and void.

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: HEMET FENCE CORP.
Business Location: 25959 JUNIPER FLATS RD

HOMELAND, CA 92548

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. 016298
Business Type: FENCING CONTRACTOR

Issue Date: 3/1/2019 **Expiration Date:** 2/29/2020

HEMET FENCE CORP. 25959 JUNIPER FLATS RD HOMELAND, CA 92548

TO BE POSTED IN A CONSPICUOUS PLACE

THIS IS YOUR LICENSE • NOT TRANSFERABLE