

**AMENDMENT NO. 6  
TO AGREEMENT FOR CONTRACTOR SERVICES  
Excel Landscape, Inc.**

**Landscape Maintenance Services**

This Amendment No. 6 to Agreement for Contractor Services ("Amendment No. 6") is made and entered into as of July 1, 2020 by and between the City of Lake Elsinore, a municipal corporation ("City), and Excel Landscape, Inc., a California corporation ("Contractor").

A. The City and Contractor have entered into that certain Agreement for Contractor Services dated as of August 1, 2016, (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 Seven Hundred Forty-Eight Thousand Seven Hundred Ninety-One Dollars (\$748,791) for Fiscal Year 2016/2017.

C. Amendment No. 1 provided for an additional Two Hundred Seventy-Nine Thousand Dollars (\$279,000) for extra services, bringing the total contract amount to One Million Twenty-Four Thousand Seventy Hundred Ninety-One Dollars (\$1,024,791) for those services in FY2016/2017.

D. Amendment No. 2 extended the Original Agreement an additional 12 months and adjusted the compensation award to Nine Hundred Seventy-Four Thousand Two Hundred Twenty-Three Dollars (\$974,223) for Fiscal Year 2017-2018.

E. Amendment No. 3 dated 1/23/2018 amended the Scope of Service and increased the compensation for such services as set forth in Amendment No. 3, in an amount up to One Hundred Seventy-Three Thousand Six Hundred Thirty-Six Dollars (\$173,636) for a not to exceed amount of One Million Two Hundred Ten Thousand Three Hundred Thirteen Dollars (\$1,210,313).

F. Amendment No. 4 extended the agreement for an addition 12-month term, with compensation at a not to exceed amount of \$1,209,448 for FY18-19.

G. Amendment No. 5 extended the agreement for an additional 12-month term, and increased compensation for a not to exceed amount of \$1,235,303 for FY19-20.

H. Amendment No. 6 extends the contract on a month-to-month term for a total of three (3) additional months, for a not to exceed contract amount of \$89,515 per month.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Contractor agree as follows:

1. Section 2, C, Term, of the Original Agreement is hereby amended and restated in its entirety as follows:

Unless earlier terminated as provided elsewhere in the Original Agreement, this Amendment No. 6 shall continue in full force and effect for a period of three (3) months, commencing on July 1, 2020 and ending on September 30, 2020.

2. 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 fees set forth in the Contractor's Proposal Exhibit A1 to Amendment No. 5 and Amendment No. 6. In no event shall Contractor's compensation exceed Eighty Nine Thousand Five Hundred and Fifteen Dollars (\$89,515) per month for a period of three (3) months in Fiscal Year 2020-2021 without additional written authorization from the City. Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses 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. 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. 6 to be executed on the respective dates set forth below.

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

DocuSigned by:

*Grant Yates*

Grant Yates, City Manager

"CONTRACTOR"

EXCEL LANDSCAPE, INC., a California corporation

DocuSigned by:

*Jose Alfaro*

Jose Alfaro, Owner

Date: 7/6/2020 | 10:15 AM PDT

Date: 7/6/2020 | 11:50 AM CDT

ATTEST:

DocuSigned by:

*CA*

City Clerk

APPROVED AS TO FORM:

DocuSigned by:

*Barbara Leibold*

City Attorney

DocuSigned by:

*Shannon Buckley*

Risk Manager

Exhibit A  
Amendment No. 5

**AMENDMENT NO. 5  
TO AGREEMENT FOR CONTRACTOR SERVICES  
Excel Landscape, Inc.**

**Landscape Maintenance Services**

This Amendment No. 5 to Agreement for Contractor Services ("Amendment No. 5") is made and entered into as of July 1, 2019 by and between the City of Lake Elsinore, a municipal corporation ("City), and Excel Landscape, Inc., a California corporation ("Contractor").

A. The City and Contractor have entered into that certain Agreement for Contractor Services dated as of August 1, 2016, (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 Seven Hundred Forty-Eight Thousand Seven Hundred Ninety-One Dollars (\$748,791) for Fiscal Year 2016/2017.

C. Amendment No. 1 provided for an additional Two Hundred Seventy-Nine Thousand Dollars (\$279,000) for extra services, bringing the total contract amount to One Million Twenty-Four Thousand Seventy Hundred Ninety-One Dollars (\$1,024,791) for those services in FY2016/2017.

D. Amendment No. 2 extended the Original Agreement an additional 12 months and adjusted the compensation award to Nine Hundred Seventy-Four Thousand Two Hundred Twenty-Three Dollars (\$974,223) for Fiscal Year 2017-2018.

E. Amendment No. 3 dated 1/23/2018 amended the Scope of Service and increased the compensation for such services as set forth in Amendment No. 3, in an amount up to One Hundred Seventy-Three Thousand Six Hundred Thirty-Six Dollars (\$173,636) for a not to exceed amount of One Million Two Hundred Ten Thousand Three Hundred Thirteen Dollars (\$1,210,313).

F. Amendment No. 4 extended the agreement an addition 12-month term, with compensation at a not to exceed amount of \$1,209,448 for FY18-19.

G. The parties now desire to extend the contract for an additional 12-month term utilizing the option offered in the Original Agreement and increase compensation for a not to exceed amount of \$1,074,176 for FY 2019-2020.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Contractor agree as follows:

1. Section 2.c., Term, is hereby amended and restated in its entirety as follows:

Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period of (1) year, commencing on July 1, 2019 and ending on June 30, 2020.

2. Section 3, Compensation, is hereby amended and restated in its entirety as follows:

Compensation to be paid to Contractor shall be in accordance with fees set forth in the Contractor's Proposal Exhibit A1 to Amendment No. 5. In no event shall Contractor's compensation exceed One Million Seventy Four Thousand One Hundred Seventy Six Dollars (\$1,074,176) for Fiscal Year 2019-2020 without additional written authorization from the City. Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses 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. 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. 5 to be executed on the respective dates set forth below.

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

"CONTRACTOR"

EXCEL LANDSCAPE, INC., a California corporation

DocuSigned by:  
  
Grant Yates, City Manager

DocuSigned by:  
  
Jose Alfaro, Owner

Date: 7/26/2019 | 9:01 AM PDT

Date: 7/23/2019 | 9:19 AM PDT

ATTEST:

DocuSigned by:  
  
Deputy City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
  
City Attorney

## EXHIBIT A1

### Excel Contract Price Breakdown

LE City Parks 19'			
Location	Month	Annual	
Alberhill	\$7,278.70	\$87,344.40	
Canyon hills	\$6,617.00	\$79,404.00	
Summerly	\$7,444.13	\$89,329.50	phase 3 added
City park	\$1,323.40	\$15,880.80	
Creekside	\$2,315.95	\$27,791.40	
lakepoint	\$4,301.05	\$51,612.60	
lincoln street	\$661.70	\$7,940.40	
machado	\$1,654.25	\$19,851.00	
mcvicker	\$7,940.40	\$95,284.80	
oak tree	\$661.70	\$7,940.40	
rosetta canyon	\$4,962.75	\$59,553.00	
serenity	\$1,654.25	\$19,851.00	
serenity walking trail	\$383.79	\$4,605.43	
summer hill	\$992.55	\$11,910.60	
summer lake (Terra cotta Middle)	\$5,293.60	\$63,523.20	
Swick	\$2,315.95	\$27,791.40	
Tuscany hills	\$2,315.95	\$27,791.40	
Yarborough	\$992.55	\$11,910.60	
888 park (Lincoln pump)	\$239.01	\$2,868.10	
Equestrian Trails	\$661.70	\$7,940.40	
Downtown Riverwalk	\$2,977.65	\$35,731.80	
City yard	\$330.85	\$3,970.20	
Senior center	\$330.85	\$3,970.20	
Christiansen Park	\$1,985.10	\$23,821.20	new park
	\$65,634.82	\$787,617.83	
seaport boat launch	\$956.49	\$11,477.84	
Elm grove beach	\$2,271.66	\$27,259.87	
whiskers fishing beach	\$358.68	\$4,304.19	
Davis st fishing	\$239.12	\$2,869.46	
Small cove (levee trash)	\$358.68	\$4,304.19	
Elm grove parking lot	\$165.50	\$1,986.00	
	\$4,350.13	\$52,201.55	
Total cost	\$69,984.95	\$839,819.38	

<b>LE City Streets 19'-20'</b>			
<b>Location</b>	<b>Month</b>	<b>Annual</b>	
Grape St	\$198.90	\$2,386.80	
Canyon Estates	\$795.60	\$9,547.20	
Summerhill	\$994.50	\$11,934.00	
Linier park	\$596.70	\$7,160.40	
Railroad Canyon median	\$795.60	\$9,547.20	
Railroad Canyon fire	\$397.80	\$4,773.60	
6th Street	\$397.80	\$4,773.60	
Mission trail	\$198.90	\$2,386.80	
Downtown main street	\$594.44	\$7,133.23	
Main street planters	\$198.90	\$2,386.80	
Peck St parking lot	\$198.90	\$2,386.80	
Sulphur parking lot	\$198.90	\$2,386.80	
Council Building	\$198.90	\$2,386.80	
Comm. Building	\$198.90	\$2,386.80	
Youth Building	\$198.90	\$2,386.80	
Lakeshore / Lakeshore	\$198.90	\$2,386.80	
Machado/grand	\$198.90	\$2,386.80	
Machado/lilly	\$198.90	\$2,386.80	
Machado/lake shore	\$397.80	\$4,773.60	
Presidents Track	\$994.50	\$11,934.00	
Lincoln	\$2,784.60	\$33,415.20	
Grand	\$2,585.70	\$31,028.40	
Lake St	\$198.90	\$2,386.80	
Orange Grove Way	\$198.90	\$2,386.80	
Princo	\$596.70	\$7,160.40	
Grand/ Ontario	\$397.80	\$4,773.60	
Corridon	\$397.80	\$4,773.60	
Poe St. Parkinglot	\$198.90	\$2,386.80	
Terra cotta	\$198.90	\$2,386.80	
Splash	\$198.90	\$2,386.80	
HWY 74	\$198.90	\$2,386.80	
McVicker Fire	\$596.70	\$7,160.40	
Malaga medians	\$397.80	\$4,773.60	
Via de la Ville	\$397.80	\$4,773.60	
collier medians	\$397.80	\$4,773.60	
grahm weed abatement	\$397.80	\$4,773.60	
County court house	\$397.80	\$4,773.60	
ardenwood way	\$397.80	\$4,773.60	
Cultural center parking lot	\$238.68	\$2,864.16	
<b>Mckenna Court</b>	<b>\$198.90</b>	<b>\$2,386.80</b>	new area
<b>Total cost</b>	<b>\$19,529.72</b>	<b>\$234,356.59</b>	



EXCELAN-01

JAMIEO



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/30/2020

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).

<b>PRODUCER</b> License # 0122529 <b>Gallant Risk &amp; Insurance Services, Inc.</b> 4160 Temescal Canyon Rd., #402 Corona, CA 92883	<b>CONTACT NAME:</b> Jamie Osorio <b>PHONE (A/C, No, Ext):</b> (951) 368-0664 <b>FAX (A/C, No):</b> (951) 368-0707 <b>E-MAIL ADDRESS:</b> josorio@gallantriskinc.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> Middlesex Insurance Company <b>INSURER B :</b> Oak River Insurance Company <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	
<b>INSURED</b>  <b>Excel Landscape, Inc.</b> 1185 Magnolia Ave., #E400 Corona, CA 92879	<b>NAIC #</b> <b>23434</b> <b>34630</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	A0133421004	8/1/2019	8/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	A0133421001	8/1/2019	8/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			A0133421005	8/1/2019	8/1/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	EXWC114133	4/1/2020	4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 \* 30 days notice of cancellation to the certificate holder.

Job # 7721

Re: All landscape operations performed by or on behalf of the named insured.

The City of Lake Elsinore, The Community Redevelopment Agency of the City of Lake Elsinore (RDA), Its directors, officers & employees are named as additional insured.

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of Lake Elsinore</b> <b>Attn: Public Works Department</b> <b>521 N. Langstaff Street</b> <b>Lake Elsinore, CA 92530</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
--	---

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**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
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**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
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.

**Named Insured:** Excel Landscape Inc**Endorsement Effective Date:** 08/01/2019**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.

**Named Insured:** Excel Landscape Inc  
**Endorsement Effective Date:** 08/01/2019**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:** 5/1/2020 **Expiration Date:** 4/30/2021

TO BE POSTED IN A CONSPICUOUS PLACE

THIS IS YOUR LICENSE • NOT TRANSFERABLE