

**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

DocuSigned by:



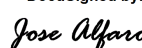
Grant Yates, City Manager

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

"CONTRACTOR"

EXCEL LANDSCAPE, INC., a California corporation

DocuSigned by:



Jose Alfaro, Owner

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

ATTEST:

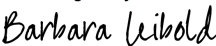
DocuSigned by:



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	

LE City Streets 19'-20'			
Location	Month	Annual	
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	
Mckenna Court	\$198.90	\$2,386.80	new area
Total cost	\$19,529.72	\$234,356.59	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/01/2019

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 License # 0122529 Gallant Risk & Insurance Services, Inc. 4160 Temescal Canyon Rd., #402 Corona, CA 92883	CONTACT NAME: PHONE (A/C, No, Ext): (951) 368-0700		FAX (A/C, No): (951) 368-0707
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Westchester Surplus Lines Insurance Company		10172
	INSURER B : Oak River Insurance Company		34630
INSURED Excel Landscape, inc. 710 Rimpau Ave., #108 Corona, CA 92881	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			G24333371007	11/01/2018	11/01/2019	EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$
							Pollution Liab.	\$ 1,000,000
							COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
PROPERTY DAMAGE (Per accident)	\$							
							\$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N / A	EXWC011748	04/01/2019	04/01/2020	<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 California Landscape Operations of the Named Insured.

CERTIFICATE HOLDER

CANCELLATION

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/3/2018

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).

PRODUCER Landscape Contractors (Lic#0755906) Insurance Services, Inc. 1835 N. Fine Avenue Fresno CA 93727	CONTACT NAME: Benita Hall, CISR PHONE (A/C, No, Ext): (559) 650-3555 FAX (A/C, No): (559) 650-3558 E-MAIL ADDRESS: bhall@lcisinc.com														
INSURED Excel Landscape, Inc. 1191 Magnolia Ave., Ste D #400 Corona CA 92879	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Financial Pacific Ins Co</td> <td>31453</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F: Revise previously issue certs</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Financial Pacific Ins Co	31453	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F: Revise previously issue certs	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Financial Pacific Ins Co	31453														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F: Revise previously issue certs															

COVERAGES**CERTIFICATE NUMBER:** 18-19 Pkg & Auto &**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	X	Y	60507214	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000	
	<input checked="" type="checkbox"/> \$1,000 PD DED						MED EXP (Any one person) \$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000	
	OTHER:						GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
							Employee Benefits \$ 1,000,000	
A	AUTOMOBILE LIABILITY	X	Y	60507214	8/1/2018	8/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						<input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS							PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined \$ 1,000,000	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			60507214	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 3,000,000	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 3,000,000	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Job # 7721 - All California landscape operations performed by or on behalf of the named insured.

(See attached CG2010R- 12 11 & CA71090117)

The City of Lake Elsinore, the Community Redevelopment Agency of the City of Lake Elsinore (RDA), its officers, employees and agents (Excluding Professional Liability) are named as additional insured

CERTIFICATE HOLDER**CANCELLATION**

City of Lake Elsinore 130 S. Main Street Lake Elsinore, CA 92330	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p>B Hall, CISR/KSAENZ </p>
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POLICY NUMBER:

CG 20 10R 12 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS
(WITH LIMITED COMPLETED OPERATIONS COVERAGE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESSOWNERS COVERAGE FORM

SCHEDULE**NAME OF PERSON OR ORGANIZATION**

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract, the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

WHO IS AN INSURED: (Section II)

This section is amended to include as an insured the person or organization within the scope of the qualifying language above, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage as respects the additional insured does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments). This clause does not affect the "products-completed operations" coverage provided to the named insured(s).

WAIVER OF SUBROGATION:

We waive any right of recovery, when required by written contract, that we may have against the person or organization within the scope of

the qualifying language above because of payments we make for injury.

LOCATION OF JOB:

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

DESCRIPTION OF WORK:

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

PRIMARY CLAUSE:

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

EXCLUSION

This insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

Endorsement EFFECTIVE DATE: SEE DECEndorsement EXPIRATION DATE: SEE DEC

CG 20 10R 12 11

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COMMON POLICY CONDITIONS

COVERAGE INDEX

DESCRIPTION	PAGE
Temporary Substitute Auto Physical Damage	2
Broad Form Insured	2
Employee as Insureds	2
Additional Insured Status by Contract, Agreement or Permit	2
Bail Bond Coverage	3
Loss of Earnings Coverage	3
Amended Fellow Employee Coverage	3
Towing and Labor	3
Physical Damage Additional Transportation Expense Coverage	3
Extra Expense - Theft	3
Rental Reimbursement and Additional Transportation Expense	4
Personal Effects Coverage	4
Personal Property of Others	4
Locksmith Coverage	4
Vehicle Wrap Coverage	5
Airbag Accidental Discharge	5
Audio, Visual and Data Electronic Equipment Coverage	5
Auto Loan/Lease Total Loss Protection	5
Glass Repair – Deductible Amendment	5
Amended Duties in the Event of Accident, Claim, Suit or Loss	6
Waiver of Subrogation Required by Contract	6
Unintentional Failure to Disclose	6
Hired, Leased, Rented or Borrowed Auto Physical Damage	6
Mental Anguish	7
Extended Cancellation Condition	7

The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

(Temporary Substitute Auto Physical Damage)**A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE****SECTION I – COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:**

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction

B. BROADENED LIABILITY COVERAGES

SECTION II – LIABILITY COVERAGE in Paragraph **A. Coverage** at **1. Who Is An Insured** is amended to include the following:

(Broad Form Insured)

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (1) That is a joint venture or partnership,
 - (2) That is an "insured" under any other policy,
 - (3) That has exhausted its Limits of Insurance under any other policy, or
 - (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

(Employee as Insureds)

- f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

(Additional Insured Status by Contract, Agreement or Permit)

- g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:
 - (1) Currently in effect or becoming effective during the term of this policy; and
 - (2) Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

C. BROADENED SUPPLEMENTARY PAYMENTS

SECTION II. LIABILITY A. Coverage 2. Coverage Extensions a. Supplementary Payments (2) and (4) are replaced by the following:

(Bail Bond Coverage)

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(Loss of Earnings Coverage)

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

(Amended Fellow Employee Exclusion)

D. AMENDED FELLOW EMPLOYEE EXCLUSION

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

5. Fellow Employee

"Bodily Injury":

- a. To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- b. To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;
- c. For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or
- d. Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

E. BROADENED PHYSICAL DAMAGE COVERAGES

SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage is amended as follows:

(Towing and Labor)

2. Towing is deleted and replaced with the following:

2. Towing and Labor

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" is disabled:

- a. For private passenger type vehicles we will pay up to \$100 per disablement.
- b. For all other covered "auto's" we will pay up to \$500 per disablement

However, the labor must be performed at the place of disablement.

(Physical Damage Additional Transportation Expense Coverage)

4. Coverage Extensions

- a. **Transportation Expenses** is amended to provide the following limits:

We will pay up to \$60 per day to a maximum of \$1,800. All other terms and provisions of this section remain applicable.

The following language is added to **4. Coverage Extensions**:

(Extra Expense – Theft)

c. Theft Recovery Expense

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$5,000.

(Rental Reimbursement and Additional Transportation Expense)**d. Rental Reimbursement**

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto".

- (1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.
- (2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
 - (b) 30 days.
- (3) Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or
 - (b) \$75 per day.
 - (c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
 - (d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

(Personal Effects Coverage)**e. Personal Effects**

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured".

(Personal Property of Others)**f. Personal Property of Others**

We will pay up to \$500 for loss to personal property of others in or on your covered "auto." This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn. No deductibles apply to this coverage.

(Locksmith Coverage)**g. Locksmith Coverage**

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

(Vehicle Wrap Coverage)**h. Vehicle Wrap Coverage**

If you have Comprehensive or Collision coverage on an "auto" that is a total loss, in addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

(Airbag Accidental Discharge)

F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended at **3.** to include the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

G. BROADENED LIMITS OF INSURANCE**(Audio, Visual and Data Electronic Equipment Coverage)**

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance at **1.b.** is amended to provide the following limits:

- b.** Limits of \$1,000 per "loss" is increased to \$5,000 per "loss". All other terms and provisions of this section remain applicable.

(Auto Loan/Lease Total Loss Protection)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance is amended by adding the following language:

- 4.** In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due including up to a maximum of \$500 for early termination fees or penalties on the lease or loan for a covered "auto" less:
 - a.** The amount paid under the Physical Damage Coverage Section of the policy; and
 - b.** Any:
 - (1)** Overdue lease / loan payments at the time of the "loss";
 - (2)** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3)** Security deposits not returned by the lessor;
 - (4)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5)** Carry-over balances from previous loans or leases.

(Glass Repair – Deductible Amendment)**H. GLASS REPAIR – DEDUCTIBLE**

SECTION III – PHYSICAL DAMAGE COVERAGE – D. Deductible is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

(Amended Duties in the Event of Accident, Claim, Suit or Loss)

I. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, the following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss:**

- d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:
 - (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership;
 - (3) An executive officer or insurance manager, if you are a corporation;
 - (4) Your members, managers or insurance manager, if you are a limited liability company; or
 - (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

(Waiver of Subrogation by Contract)

J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

(Unintentional Failure to Disclose)

K. UNINTENTIONAL FAILURE TO DISCLOSE

Under **SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions**, the following is added to **2. Concealment, Misrepresentation Or Fraud:**

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

(Hired, Leased, Rented or Borrowed Auto Physical Damage)

L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE

Under **SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance** Paragraph **5.b.** is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:
 - (a) Any Covered "auto" you lease, hire, rent or borrow; and
 - (b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

(2) Limit of Insurance For This Section

The most we will pay for any one "loss" is the lesser of the following:

- (a) \$75,000 per accident, or
- (b) actual cash value at the time of loss, or
- (c) cost of repair.

Minus a \$500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

(3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

(4) Definitions For This Section

- (a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.
- (b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

(Mental Anguish)

M. MENTAL ANGUISH

Under **SECTION V – DEFINITIONS**, **C.** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from bodily injury, sickness, or disease.

(Extended Cancellation Condition)

N. EXTENDED CANCELLATION CONDITION

Under **CANCELLATION**, of the **COMMON POLICY CONDITIONS** form, item **2.b.** is replaced by the following:

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

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.
710 RIMPAU STE 108
CORONA, CA 92879

TO BE POSTED IN A CONSPICUOUS PLACE

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: 5/1/2019

Expiration Date: 4/30/2020

THIS IS YOUR LICENSE • NOT TRANSFERABLE