

18-0364

**AMENDMENT NO. 1**

**TO AGREEMENT FOR CONTRACTUAL SERVICES**

**THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR CONTRACTUAL SERVICES** ("Amendment") by and between the **CITY OF CARSON** ("City") and **SWAYZER CORPORATION**, a California corporation ("Contractor") is effective as of the 1 day of September, 2018.

**RECITALS**

**A.** City and Contractor entered into that certain Contract Services Agreement for landscape maintenance services dated January 18, 2018, ("Agreement") whereby Contractor agreed to provide landscape maintenance services for certain City medians, service roads, and slopes, for a three (3) year term commencing on January 1, 2018, and ending December 31, 2020 for a not-to-exceed amount of Seven Hundred Ninety-Seven Thousand Four Hundred Dollars and No Cents (\$797,400.00).

**B.** City and Contractor now desire to amend the Agreement to include Additional Landscape Maintenance Services for an initial period of six (6) months from September 1, 2018, through February 28, 2019, with one (1) four-month extension option (running from March 1, 2019, to June 30, 2019), as more particularly described in Exhibit A-1 of this Amendment.

**C.** Contractor desires to provide the Additional Landscape Maintenance Services, as described further in Exhibit A-1 of this Amendment, at the monthly rates provided in Section 1(d) of this Amendment.

**D.** In the event that the City Council in its sole and absolute discretion exercises its option to extend the period of the Additional Landscape Maintenance Services pursuant to Section IV of Exhibit A-1 of this Amendment, Contractor agrees that the monthly rates for the Additional Landscape Maintenance Services for the period of six (6) months from September 1, 2018, through February 28, 2019, as provided in Section 1(d) of this Amendment, shall also be utilized for the one (1) four-month extension provided in Section IV of Exhibit A-1 of this Amendment.

**E.** Accordingly, the Additional Landscape Maintenance Services will be performed for **Thirty-Five Thousand One Hundred Seventy-Two Dollars and No Cents (\$35,172.00)** per month, for a total of **Two Hundred Eleven Thousand Thirty-Two Dollars and No Cents (\$211,032.00.00)** for the initial six (6) month period. This increases the Agreement's total Contract Sum to **One Million Eight Thousand Four Hundred Thirty-Two Dollars and No Cents (\$1,008,432.00)**.

**F.** City and Contractor additionally desire to amend the Agreement to correct a typographical error in Section I of Exhibit B relating to the ending date of the Agreement, by amending Section 3.4 of the Agreement accordingly to correct the typographical error.

## TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ***strikethrough***).

a) **Section 2.1, Contract Sum, is amended as follows:**

“Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~Seven Hundred Ninety Seven Thousand Four Hundred Dollars (\$797,400.00)~~ ***One Million Eight Thousand Four Hundred Thirty-Two Dollars and No Cents (\$1,008,432.00)*** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

b) **Section 3.4, Term, as amended by Exhibit B of the Agreement, is further amended to correct a typographical error as follows:**

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years commencing January 1, 2018, and ending December 31, ***2020 2018*** (“Term”). City may, in its sole discretion, extend the Term of this Agreement by up to three (3) consecutive one-year terms, upon delivery to Contractor of a notice of such election thirty (30) days prior to the expiration of the Term.”

c) **Exhibit A-1, attached hereto and by this reference incorporated herein, is hereby added to Exhibit A of the Agreement.**

d) **Section I.I. is added to Exhibit C, Schedule of Compensation, as follows:**

***“I.I. Contractor shall perform the Additional Landscape Maintenance Services as described in Exhibit A-1 at the following rates:***

		<b><i>RATE</i></b>	<b><i>TIME</i></b>
A.	<b><i>Landscape Maintenance of 4 Mini Parks per Section I.A. of Exhibit A-1</i></b>	<b><i>\$3,650.00</i></b>	<b><i>Monthly</i></b>
B.	<b><i>Landscape Maintenance of the</i></b>	<b><i>\$14,900.00</i></b>	<b><i>Monthly</i></b>

*Civic Center per  
Section I.B. of  
Exhibit A-1*

<i>C.</i>	<i>Mowing of Eleven (11) City Parks per Section I.C. of Exhibit A-1</i>	<i>\$15,722.00</i>	<i>Monthly</i>
<i>D.</i>	<i>Landscape Maintenance of the Corporate Yard per Section I.D. of Exhibit A-1</i>	<i>\$900.00</i>	<i>Monthly</i>
<i><u>Total Monthly Rate</u></i>		<i><u>\$35,172.00</u></i>	
<i><u>Total Compensation Not-To-Exceed</u></i>		<i><u>\$211,032.00</u></i>	
<i><u>Amount for Additional Landscape Maintenance Services for September 1, 2018, through February 28, 2019</u></i>			

*Contractor agrees that the monthly rates provided in this Section I.I for the Additional Landscaping Maintenance Services shall also be the monthly rates utilized in the event that the City Council approves a four-month extension in its sole and absolute discretion as described further in Section IV of Exhibit A-1.”*

e) **Section IV. of Exhibit C, Schedule of Compensation, is amended as follows:**

*“IV. The total compensation for the *all* Services *under this Agreement* shall not exceed \$797,400 *One Million Eight Thousand Four Hundred Thirty-Two Dollars and No Cents* (\$1,008,432.00) as provided in Section 2.1 of this Agreement.”*

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

**3. Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

**4. Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

**5. Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

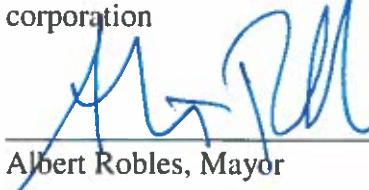
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

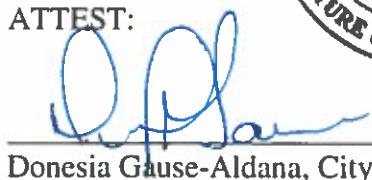
CITY:



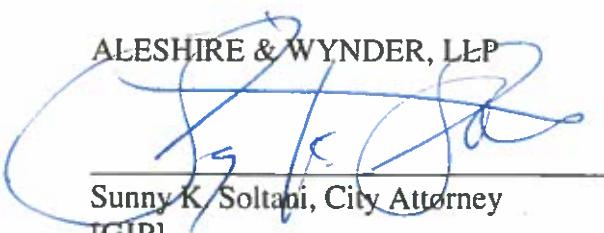
CITY OF CARSON, a municipal corporation

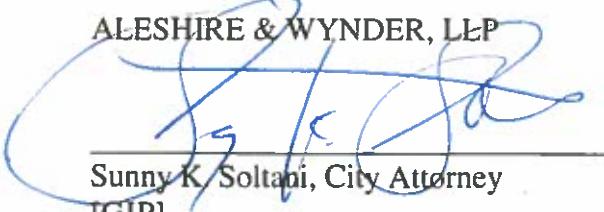
  
Albert Robles, Mayor

ATTEST:

  
Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:

  
ALESHIRE & WYNDER, LLP

  
Sunny K. Soltani, City Attorney  
[GJP]

CONTRACTOR:

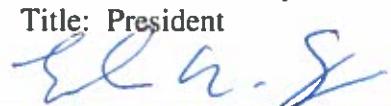
SWAYZER CORPORATION, a California corporation

By:

  
Name: Samuel Swayzer

Title: President

By:

  
Name: Ezekiel Swayzer

Title: Chief Financial Officer

Address: Swayzer Corporation

1665 E. Del Amo Blvd.

Carson, CA 90746

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE

**INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR  
OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2018 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

#### CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE OFFICER

#### TITLE(S)

PARTNER(S)

LIMITED  
GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER \_\_\_\_\_

#### DESCRIPTION OF ATTACHED DOCUMENT

#### TITLE OR TYPE OF DOCUMENT

#### NUMBER OF PAGES

#### DATE OF DOCUMENT

#### SIGNER(S) OTHER THAN NAMED ABOVE

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

#### CAPACITY CLAIMED BY SIGNER

INDIVIDUAL  
 CORPORATE OFFICER

#### DESCRIPTION OF ATTACHED DOCUMENT

TITLE(S)  PARTNER(S)  ATTORNEY-IN-FACT  
  TRUSTEE(S)  GUARDIAN/CONSERVATOR  
 OTHER \_\_\_\_\_

#### TITLE OR TYPE OF DOCUMENT

#### NUMBER OF PAGES

SIGNER IS REPRESENTING:  
(NAME OF PERSON(S) OR ENTITY(IES))  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

**EXHIBIT "A-1"**  
**SCOPE OF ADDITIONAL LANDSCAPE MAINTENANCE SERVICES**

**I.** Contractor will perform additional landscape maintenance services ("Additional Landscape Maintenance Services") as set forth in this Exhibit A-1 for a six (6) month period from September 1, 2018, through February 28, 2019. However, the City Council in its sole and absolute discretion may in writing extend this initial six (6) month period by one (1) period of four (4) months (running from March 1, 2019, to June 30, 2019). The Additional Landscape Maintenance Services shall include, but shall not be limited to, the following:

**A.** Landscape Maintenance for 4 Mini Parks (Locations: Friendship, Perry, Reflections, and Walnut).

- i. Mowing turf grass area per Section III.C. of this Exhibit A-1 below.
- ii. Trash and litter removal per Section III.E. of this Exhibit A-1 below.
- iii. Removing weeds from flowerbeds and groundcover per Section III.B. of this Exhibit A-1 below.
- iv. Trimming of hedges, groundcover, and deadheading flowers per Section III.A. of this Exhibit A-1 below.
- v. Remove landscape debris from pathways and sidewalks per Section III.D. of this Exhibit A-1 below.

**B.** Landscape Maintenance for the Civic Center (Locations: City Hall, Community Center, Civic Center)

- i. Mowing turf grass area per Section III.C. of this Exhibit A-1 below.
- ii. Trash and litter removal per Section III.E. of this Exhibit A-1 below.
- iii. Removing weeds from flowerbeds and groundcover per Section III.B. of this Exhibit A-1 below.
- iv. Trimming of hedges, groundcover, and deadheading flowers per Section III.A. of this Exhibit A-1 below.
- v. Remove landscape debris from pathways and sidewalks per Section III.D. of this Exhibit A-1 below.

**C.** Mowing of eleven (11) City Parks (Locations: Calas Park (6.5 acres), Veterans Park (6 acres), Stevenson Park (7.1 acres), Anderson Park (5 acres), Mills Park (4 acres), Dolphin Park (7.8 acres), Carson Park (6.4 acres), Del Amo Park (6.2 acres), Dominguez Park

(4.4 acres), Scott Park (5.4 acres), Hemingway Park (10.8 acres), which is a total of 69.6 total acres for all eleven (11) parks.

- i. Mow turf grass areas at parks per Section III.C. of this Exhibit A-1 below.
- ii. Clean debris accumulated from mowing on walkways per Section III.D. of this Exhibit A-1 below.

**D. Landscape Maintenance for Corporate Yard (Location: Corporate Yard)**

- i. Mowing turf grass area per Section III.C. of this Exhibit A-1 below.
- ii. Trash and litter removal per Section III.E. of this Exhibit A-1 below.
- iii. Removing weeds from flowerbeds and groundcover per Section III.B. of this Exhibit A-1 below.
- iv. Trimming of hedges, groundcover, and deadheading flowers per Section III.A. of this Exhibit A-1 below.
- v. Remove landscape debris from pathways and sidewalks per Section III.D. of this Exhibit A-1 below.

**II. Scheduling of Work:**

**A.** The Contractor shall perform the Additional Landscape Maintenance Services between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday. Exceptions may be made to normal working hours, where incidences of use may be too great during the hours specified to allow for proper maintenance. The Contract Officer may grant, on an individual basis, permission to perform contract maintenance at other hours. No maintenance functions that generate excess noise which would cause annoyance to residents of any area shall be commenced before 8:00 a.m. The Contractor shall establish a schedule of routine work to be followed in the performance of this contract. A copy of the schedule shall be provided to the Contract Officer. Any changes in scheduling shall be reported, in writing, to the Contract Officer immediately and Contractor shall provide weekly reports of all activities.

**III. Method of Performing Work:**

**A. Pruning Shrubs and Ground Cover Plants**

- i. All shrubs and ground cover plants growing in the work areas shall be pruned as required, to maintain plants in a healthy, growing condition and to maintain plant growth within reasonable bounds to prevent encroachment of passage ways, walks, streets, and view of signs or in any manner deemed objectionable by the City. Dead or damaged limbs or branches shall be cut cleanly with sharp pruning tools, with no projections or stubs remaining. Pruning shall be done in a manner to permit plants to grow naturally in accordance with their

normal growth characteristics. Exceptions: box hedging may be required on some hedges or shrubs. Shearing, hedging or severe pruning of plants must be completed upon request in order to promote traffic safety as directed by the City.

**B. Weed Control**

i. All landscaped areas within the specified maintenance area including but not limited to lawns, shrub and ground cover beds, planters and tree wells shall be kept free of all weeds. All landscaped areas shall be checked a minimum of once a week for the removal of weeds. For the purpose of this specification, a weed will be considered as "any undesirable or misplaced plant". Weeds shall be controlled either by hand, mechanical or chemical methods. The Contract Officer may restrict the use of chemical weed control in certain areas.

**C. Turf Mowing and Edging –Frequency**

i. Grass in this contract may be mowed with power propelled mowers. The mowers shall be maintained so as to provide a smooth even cut without tearing. The reel or blade adjustment will provide a uniform level cut without ridges or depressions. Rotary mowers must be equipped with grass catchers, or mulching blades.

ii. Mowing shall be performed weekly and all foliage cut to the accepted height for the species of grass being mowed.

iii. Cool season turf shall be cut at 2-1/2" and Bermuda at 1" height or at the discretion of the Contract Officer. Turf shall be edged as specified. Contractor shall apply Pest Control Adviser approved chemicals for control of broadleaf weeds. All grass clippings removed from landscaped areas shall be deposited on behalf of the City of Carson for recycling as green waste in accordance with the Source Reduction and Recycling Element adopted pursuant to Public Resources Code Section 41000 et. Seq. All weight receipts for the disposal of green waste must be turned over to the Contract Officer within 4 days of receipt. Noncompliance will result in delay of payment until Contractor satisfies this requirement. Turf growing adjacent to tree trunks shall be removed to a minimum of 18" from trees so that no string trimming or mowing damages the trees.

iv. All turf shall be edged adjacent to all improved surfaces, and where no improved surface exists, turf edges shall be maintained as if the turf area abuts a shrub bed, property line or to maintain turf delineation. Edging shall be accomplished twice monthly or more frequently if desired by the Contractor.

**D. Paved Surfaces**

i. All paved surfaces shall be maintained in a safe, non-hazardous and usable condition at all times. The Contractor shall remove stones, paper, leaves, twigs, and all other debris from paved areas. Removal of debris from paved areas shall be done on a regular basis.

Any damage to sidewalks or surface areas requiring repair shall be promptly reported to the Contract Officer.

**E. Trash and Litter Removal**

i. Trash and litter removal shall entail picking up any litter that may be strewn throughout the landscaped area, as well as replacing the trash bags from the trash cans that are located outside of buildings and throughout the landscaped area. Contractor shall subsequently deposit the trash bags into the large dumpsters that are picked up by the solid waste management company.

**F. Reporting Damage or Malfunction**

i. Any damage to or malfunction of any facility not specifically provided for above shall be promptly reported to the Contract Officer.

**G. Inspection**

i. The City shall inspect the work area to insure adequacy of maintenance and that methods of performing the work are in compliance with the contract. However, this shall not be construed to relieve the Contractor of the duty to provide continuous inspection of the work area. Discrepancies and deficiencies in the work shall be brought to the attention of the Contractor and corrected in the manner specified by the Contract Officer.

**IV. All Additional Landscape Maintenance Services in this Exhibit A-1 shall only be performed for a six (6) month period from September 1, 2018, through February 28, 2019. However, the City Council in its sole and absolute discretion may in writing extend this initial six (6) month period by one (1) period of four (4) months (running from March 1, 2019, to June 30, 2019). Contractor shall immediately cease the Additional Landscape Maintenance Services after February 28, 2019 or any extended period as provided in this Section IV. Contractor shall not be compensated for any work performed after February 28, 2019 or any extended period as provided in this Section IV. Contractor acknowledges and agrees that City shall not be liable to pay Contractor for performance of the Additional Landscape Maintenance Services after February 28, 2019 or any extended period provided in this Section IV.**



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YY)

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).**

<b>PRODUCER</b>		<b>CONTACT NAME:</b>	<b>FAX (A/C, No):</b>
<b>Automatic Data Processing Insurance Agency, Inc.</b> <b>1 Adp Boulevard</b> <b>Roseland, NJ 07068</b>		<b>PHONE (A/C, No, Ext):</b>	
		<b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A :</b> NorGUARD Insurance Company	<b>NAIC #</b> <b>31470</b>
<b>INSURED</b>		<b>INSURER B :</b>	
		<b>INSURER C :</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

## COVERAGES

**CERTIFICATE NUMBER: 832B14**

**REVISION 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		ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	
	CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (EA occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	
	POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$	
	OTHER:							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (EA accident)	\$	
	ANY AUTO						BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS		<input type="checkbox"/>	SCHEDULED AUTOS			BODILY INJURY (Per accident)	\$	
	HIRED AUTOS		<input type="checkbox"/>	NON-OWNED AUTOS			PROPERTY DAMAGE (Per accident)	\$	
	UMBRELLA LIAB		<input type="checkbox"/>	OCCUR				\$	
	EXCESS LIAB		<input type="checkbox"/>	CLAIMS-MADE				\$	
	DED	RETENTION \$					EACH OCCURRENCE	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		<input type="checkbox"/> Y/N	N/A	Y	SWWC850989	AGGREGATE	\$	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input checked="" type="checkbox"/> Y			05/16/2018	05/16/2019	X PER STATUTE	OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below							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)**

#### Landscape Maintenance

**This certificate of insurance includes a Waiver of Subrogation in favor of the certificate holder.**

**CERTIFICATE HOLDER**

## **CANCELLATION**

<b>CITY OF CARSON</b> <b>701 E. Carson St., P.o. Box 6234</b> <b>Carson, CA 90749</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> 	

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA**

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 1.05 % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

Person or Organization	Job Description
City of Carson	Landscape maintenance

SWWC850989



SWAYZ-1

OP ID: RH

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/13/2018

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.

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PRODUCER	714-283-1999	CONTACT NAME:	Certificate Dept
Wright, Finnegan & Carter Insurance Associates 23001 La Palma Ave #100 Yorba Linda, CA 92887 John Carter, CIC		PHONE (AC. No, Ext):	714-283-1999
		E-MAIL ADDRESS:	Certificates@wfcinsurance.com
		FAX (AC. No):	714-283-1997
INSURED	Swayer's, Inc. Swayers Corporation P.O. Box 4365 Carson, CA 90749	INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Ohio Security Insurance Co	24082
		INSURER B: American Fire and Casualty Co	24066
		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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/> Y	BLS56694138  NEW RESIDENTIAL EXCLUSIO	08/08/2018	08/08/2019	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (EA occurrence)	\$ 500,000
						MED EXP (Any one person)	\$ 15,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS Hired AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/> Y	BAS56694138	12/01/2017	12/01/2018	COMBINED SINGLE LIMIT (EA accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> Y/N	USA56694138	08/08/2018	08/08/2019	EACH OCCURRENCE	\$ 4,000,000
						AGGREGATE	\$ 4,000,000
							\$
						PER STATUTE	OTHR
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	Bus Pers Prop		BKS56694138	12/01/2017	12/01/2018	Limit	17,685
A	Equip Rent From		OTHERS - BKS56694138	12/01/2017	12/01/2018	Limit	25,000

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

CITY OF CARSON, ITS ELECTED AND APPOINTED OFFICERS, EMPLOYEES AND AGENTS ARE ADDITIONAL INSURED AND PRIMARY WORDING APPLIES PER THE BLANKET ADDITIONAL INSURED ENDORSEMENT ATTACHE TO THE POLICY - AS REQUIRED BY WRITTEN CONTRACT. ADDITIONAL INSURED APPLIES TO AUTO LIABILITY. 30 DAY WRITTEN NOTICE OF CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER IN THE EVENT OF POLICY

## CERTIFICATE HOLDER

## CANCELLATION

CITY OF CARSON 701 E. CARSON STREET P.O. BOX 6234 CARSON, CA 90749	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 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

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## NOTE PAD:

HOLDER CODE  
INSURED'S NAME **Swayzer's, Inc.**

**SWAYZ-1**  
**OP ID: RH**

PAGE 2

**CANCELLATION.**

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

#### A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

#### B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability,

Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) Less than 52 feet long; and
  - (b) Not being used to carry persons or property for a charge.

#### C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

#### D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

- a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

b. The last paragraph of subsection 2. Exclusions is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

2. Paragraph 6. under Section III - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage) - Paragraph 9.a. of Definitions is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

#### E. MEDICAL PAYMENTS EXTENSION

If Coverage C Medical Payments is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. Insuring Agreement of Section I - Coverage C - Medical Payments, Subparagraph (b) of Paragraph a. is replaced by the following:

(b) The expenses are incurred and reported within three years of the date of the accident; and

#### F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under Supplementary Payments - Coverages A and B, Paragraph 1.b. is replaced by the following:

b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

#### G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under Section II - Who Is An Insured is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or