

RESOLUTION 32-2023
June 8, 2023

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CAMBRIA COMMUNITY SERVICES DISTRICT APPROVING AN AWARD OF
THE 2023 FIRE HAZARD FUEL REDUCTION PROGRAM AGREEMENT

WHEREAS, as part of its annual program to abate dangerous weeds and vegetation, the Cambria Community Services District (CCSD) conducts an annual Fire Hazard Fuel Reduction Program (FHFRP) in accordance with the provisions of Health and Safety Code Section 14875 et seq.; and

WHEREAS, under the FHFRP, lots on which the nuisance fire hazard vegetation has not been timely removed by the owners are to be cleared and abated by the CCSD FHFRP contractor; and

WHEREAS, in order to select a contractor for the 2023 FHFRP a Request for Proposals (RFP) was advertised and the proposals that were submitted were evaluated in accordance with the criteria set forth in the RFP and contract documents; and

WHEREAS, based upon that evaluation the contractor, Mike Rice, has been selected for submitting the lowest most responsive proposal.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Cambria Community Services District hereby:

1. Finds that the recitals set forth above are true, correct, and incorporated herein by reference.
2. Approves an Agreement for the 2023 Fire Hazard Fuel Reduction Program with Mike Rice, which Agreement is attached hereto as Exhibit A.
3. Authorizes the General Manager to make minor revisions to the Agreement.
4. Authorizes the General Manager to execute the Agreement.

AYES: 5
NAYS: 0
ABSENT: 0

PASSED AND ADOPTED THIS 8th day of June 2023.

Karen Dean

41DFC83236B4476...
Karen Dean, President
Board of Directors

ATTEST:
DocuSigned by:
Haley Dodson

A9BEC4CBA9044B3...
Haley Dodson, Administrative Analyst

APPROVED AS TO FORM:
DocuSigned by:
Timothy Carmel

B64D74A30A1741E...
Timothy J. Carmel, District Counsel

2023 FIRE HAZARD FUEL REDUCTION PROGRAM AGREEMENT

This Fire Hazard Fuel Reduction Program Agreement ("Agreement") is made upon the date of execution, as set forth below, by and between, **CONTRACTOR** and the Cambria Community Services District ("**CCSD**"). The parties hereto, in consideration of the mutual covenants contained herein, hereby agree to the following terms and conditions:

It is understood and agreed to:

SCHEDULE OF CHARGES

The **CCSD** will pay the **CONTRACTOR** based upon the schedule of charges per the ***Bid Proposal Form***, attached hereto as Exhibit "D."

DOCUMENTS INCORPORATED BY REFERENCE

Exhibits "A," "B," "C," "D," and "E," attached hereto, are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein.

OBLIGATIONS OF CONTRACTOR

- A. The **CONTRACTOR** shall furnish and maintain throughout the term of this Agreement all proper insurance coverage as specified in the "*Legal Relations and Responsibilities to the Public*" (Exhibit A) and shall comply with all of its terms and conditions.
- B. All work shall be completed as depicted in the "*Fire Hazard Fuel Reduction Program Schedule*" (Exhibit B). At all times the **CONTRACTOR's** work shall be subject to the approval of the Fire Chief or his designee.
- C. The **CONTRACTOR** shall become familiar and shall fully comply with the **CCSD** "*2023 Cambria Fire Department Fire Hazard Fuel Reduction Program Policy*" (Exhibit C).
- D. Upon award of the Agreement, the **CONTRACTOR** shall furnish a "Cash Deposit to Secure Faithful Performance" (Exhibit E).
- E. The **CONTRACTOR** agrees to timely and fully perform or provide the services specified in this Agreement.
- F. The **CONTRACTOR** must submit packaged bills for lots cleared, including a cover page that lists the number of lots cleared and the total cost of the packaged bills.
- G. All parcel clearing charges must be submitted to the **Cambria Fire Department** by September 18, 2023, at 4:00 P.M. Failure to deliver the parcel clearance charges to the **CCSD** by this date will result in a 10% withholding of all charges that are delivered late to the **CCSD** as liquidated damages, assessed against the **CONTRACTOR**, and not as a penalty as damages would be difficult to ascertain.

MINIMUM AMOUNT OF SERVICE BY CONTRACTOR

CONTRACTOR agrees to devote the necessary hours to perform the services set forth in this Agreement in an efficient and effective manner. **CONTRACTOR** may represent, perform services for,

and be employed by additional individuals or entities, at **CONTRACTOR's** sole discretion, as long as the performance of such other services does not interfere with or present a conflict with the services rendered to CCSD pursuant to this Agreement.

GENERAL PROVISIONS

TERM: This Agreement will become effective on the date of execution set forth below and will continue for a period of one (1) year.

SERVICES TO BE PERFORMED: **CONTRACTOR** agrees to perform or provide the services specified in this Agreement.

CONTRACTOR shall determine the method, details and means of performing the above referenced services.

CONTRACTOR may, at **CONTRACTOR's** own expense, employ such assistants as **CONTRACTOR** deems necessary to perform the services required of **CONTRACTOR** by this Agreement. **CCSD** may not control, direct or supervise **CONTRACTOR's** assistants or employees in the performance of those services.

TOOLS AND INSTRUMENTALITIES: **CONTRACTOR** shall provide all tools, equipment and instruments to perform the services required under this Agreement.

TERMINATION OF AGREEMENT

TERMINATION ON NOTICE: Notwithstanding any other provision of this Agreement, either party hereto may terminate this Agreement, at any time, without cause by giving at least **thirty (30) days'** prior written notice to the other party to this Agreement.

TERMINATION ON OCCURRENCE OF STATED EVENTS: This Agreement shall terminate automatically on the occurrence of any of the following events:

- (1) Bankruptcy or insolvency of any party;
- (2) Sale of the business of any party;
- (3) The end of the **thirty (30) day** notice period as set forth above;
- (4) The completion of the work specified in Exhibit C; or
- (5) Assignment of this Agreement by **CONTRACTOR** without the prior written consent of the **CCSD**.

TERMINATION BY ANY PARTY FOR DEFAULT OF CONTRACTOR: Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party, at their option, may terminate this Agreement, immediately, by giving written notice of termination to the breaching party.

OPTION TO EXTEND: If **CONTRACTOR** has completed all work and obligations set forth in this Agreement satisfactorily, at the discretion of the **CCSD**, the Agreement may be extended for one (1) additional year. In that event, the **CCSD** will provide **CONTRACTOR** with an updated Exhibit B consisting of the Fire Hazard Fuel Reduction Program 2024 Schedule and all the terms governing this Agreement shall remain in effect according to the deadlines contained therein, unless sooner terminated.

MISCELLANEOUS:

REMEDIES: The remedies set forth in this Agreement shall not be exclusive, but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

NO WAIVER: The waiver of any breach by any party of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this Agreement.

ASSIGNMENT: This Agreement is specifically not assignable by **CONTRACTOR** to any person or entity. Any assignment or attempt to assign by **CONTRACTOR**, whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this Agreement and shall immediately cause this Agreement to terminate.

ATTORNEYS' FEES: In the event of any controversy, claim or dispute between the parties hereto, arising out of or related to this Agreement, or the breach thereof, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for attorneys' fees.

NOTICES: Except as otherwise expressly provided by law, any and all notices or other communication required or permitted by this Agreement or by law to be served on or given to any party to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed as follows for each respective party:

CCSD CONTRACTOR

General Manager
Cambria Community Services District
P.O. Box 65
Cambria, CA 93428

CONTRACTOR

Mike Rice
Forest, Yard and Garden
P.O. Box 204 Cambria, CA 93428

GOVERNING LAW: This Agreement and all matters relating to this Agreement shall be governed by the laws of the State of California in force at the time any need for the interpretation of this Agreement or any decision or holding concerning this Agreement arises. Any action arising out of or related to this Agreement shall be filed in the Superior Court of the State of California with jurisdiction over San Luis Obispo County.

BINDING EFFECT: This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the parties hereto, but nothing in this section shall be construed as consent by **CCSD** to any assignment of this Agreement or an interest in this Agreement.

SEVERABILITY: Should any provision of this Agreement be held by a court of competent jurisdiction or by a legislative or rulemaking act to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, unimpaired by the holding, legislation or rule.

SOLE AND ENTIRE AGREEMENT: This Agreement constitutes the sole and entire Agreement between the parties with respect to the subject matter hereof. This Agreement correctly set forth the obligations of the parties hereto to each other as of the date of this Agreement. All Agreements or representations respecting the subject matter of this Agreement not expressly set forth or referred to in this Agreement are null and void.

TIME: Time is expressly declared to be of the essence in this Agreement.

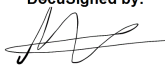
DUE AUTHORITY: The parties hereby represent that the individuals executing this Agreement are expressly authorized to do so on and in behalf of the parties.

CONSTRUCTION: The parties agree that each has had an opportunity to have their legal counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only and are not intended to be construed to define or limit the provisions to which they relate.


AMENDMENTS: Amendments to this Agreement shall be made only with the mutual written consent of all the parties to this Agreement.


Executed on this 8th day of June, 2023 at Cambria, California.

**CAMBRIA COMMUNITY SERVICES
DISTRICT**


DocuSigned by:

By: _____
5BB2C00E09EB413...
Matthew McElhenie, General Manager

CONTRACTOR

DocuSigned by:

By: _____
4397E5E02E0D48A...
Its: 061423 _____

Attest:
DocuSigned by:


A9BEC4CBA9044B3...
Haley Dodson, Administrative Analyst

Approved As To Form:
DocuSigned by:


B64D40A50AA141E...
Timothy J. Carmel, District Counsel

EXHIBIT "A"

LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

Contractor's Insurance: The **CONTRACTOR** shall not commence work under this Agreement until they have obtained all insurance required under this Section and such insurance has been approved by the **CCSD** as to form, amount and carrier. Nor shall the **CONTRACTOR** allow any subcontractor to commence work on his subcontract until the same insurance required of the subcontractor has been so obtained and approved.

- (a) Workers Compensation Insurance: The **CONTRACTOR** shall establish and maintain, during the life of this Agreement, workers compensation insurance in a minimum amount of **One Million Dollars (\$1,000,000)** for all employees working under this Agreement, and in case any work is sublet, **CONTRACTOR** shall require subcontractor similarly to provide workers compensation insurance. **CONTRACTOR** shall indemnify the **CCSD** for any damage resulting to it from failure of either **CONTRACTOR** or the subcontractor to procure or maintain such insurance.
- (b) Commercial General Liability Insurance: The **CONTRACTOR** shall procure and maintain during the life of this Agreement, such public liability and property damage insurance as shall protect the **CCSD**, its elected and appointed boards, officers, agents and employees, **CONTRACTOR**, and any subcontractor performing work covered by this Agreement from claims for damage for bodily injury including death, as well as claims for property damage which may arise from **CONTRACTOR's** or subcontractor's operations under this Agreement, whether such operations be by the **CONTRACTOR**, or by any subcontractor, or by anyone directly or indirectly employed by either **CONTRACTOR** or subcontractor, and in the minimum amount of **One Million Dollars (\$1,000,000)**.
- (c) Auto Liability: **CONTRACTOR** shall possess and maintain auto liability insurance (Business Auto Coverage Form) for all vehicles used in the provision of services under this Agreement. The minimum amount of auto liability insurance shall be in the amount of **One Million Dollars (\$1,000,000) per accident**.
- (d) Proof of Coverage of Insurance: Upon award of bid, **CONTRACTOR** shall furnish the **CCSD** with a Certificate of Insurance and endorsement, which shall contain the following:
- "Name as Additional Insured Parties: The Cambria Community Services District (CCSD), its elected and appointed boards, officers, agents and any subcontractor in the performance of work for the **CCSD**."
- Thirty (30) days** prior notice shall be given to the **CCSD** of any reduction in insurance coverage or of insurance cancellation.
- (e) Hold Harmless Agreement: **CONTRACTOR** shall indemnify, defend and hold harmless, at its cost and with counsel selected by the **CCSD**, the **CCSD** and its officers, officials, employees and agents from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act, error or omission of the **CONTRACTOR**, his agents or employees, in the performance of the work.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/08/2023

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 805-464-4256 California Meridian Ins. 9700 El Camino Real Atascadero, CA 93422 House Account	CONTACT NAME: Drew PHONE (A/C, No, Ext): 805-464-4256 FAX (A/C, No): 805-466-6148 E-MAIL ADDRESS: Drew@californiameridian.com														
INSURED Mike Rice Forest Yard & Garden P.O. Box 204 Cambria, CA 93428	<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 : Markel Insurance Co</td> <td style="text-align: center;">38970</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 :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Markel Insurance Co	38970	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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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																
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**THE CAMBRIA COMMUNITY SERVICES DISTRICT, ITS ELECTED AND APPOINTED BOARDS, OFFICERS, AGENTS AND ANY SUBCONTRACTOR IN THE PERFORMANCE OF WORK FOR THE CCSD
 SEE FORMS ATTACHED AS TRIGGERED BY WRITTEN CONTRACT
 GL: MGL 1220 04 15 (blanket AI & WOS)**

CERTIFICATE HOLDER

CANCELLATION

The Cambria Community Services District P.O. Box 65 Cambria, CA 93428	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
--	---



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PEST CONTROL COMMERCIAL GENERAL LIABILITY ENHANCEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following additional coverages and extensions are added to this policy as detailed below. As respects any coverage provided by this endorsement, if higher limits are provided on any other schedule, declarations or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

SCHEDULE

Lost Key Coverage	\$25,000 Each Occurrence / \$25,000 Annual Aggregate
Extended Property Damage – Expected Or Intended Injury	Included
Non-Owned Watercraft	Increased To 51 Feet Long
Non-Owned Aircraft	If Rented Or Loaned With A Paid Crew
Property Damage To Borrowed Equipment	\$50,000 Each Occurrence
Property Damage To Customers' Goods	\$10,000 Each Occurrence
Damage To Premises Rented To You	Equal To The General Liability Each Occurrence Limit
Personal And Advertising Injury From Televised Or Videotaped Material	Included
Supplementary Payments	
Bail Bonds	Up To \$5,000
Loss Of Earnings	Up To \$500 A Day
Broadened Definition Of Insured	Included
Automatic Additional Insureds	
When Required By Contract Or Agreement	Included
Mortgagees, Assignees Or Receivers	Included
Vendors	Included
Medical Payments	\$10,000 Any One Person (Unless Excluded)
Each Location And Each Project Aggregates	Equal To The General Aggregate Limit
Duties In The Event Of Occurrence, Offense, Claim Or Suit	Included
Unintentional Failure To Disclose All Hazards	Included
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	Included
Liberalization	Included
Mental Anguish Resulting From Bodily Injury	Included
Broadened Definition Of Mobile Equipment	Included

A. LOST KEY COVERAGE

1. The following is added to Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability:

We will pay those sums that the insured becomes legally obligated to pay as damages because of “property damage” due to the loss of keys in the care, custody or control of the insured or the insured’s “employees”. Our liability for all damages is limited to:

- (1) The actual cost of the lost keys;
- (2) The adjustment of locks to accept new keys; or
- (3) New locks, if required, including the cost of their installation.

2. The following is added to Section III – Limits Of Insurance:

The limits of insurance for Lost Key Coverage are subject to the following provisions:

- a. The Annual Aggregate limit shown in the Schedule of this endorsement is the most we will pay for all “property damage” resulting from the loss of keys, as described in this endorsement.
- b. Subject to the Annual Aggregate limit, the Each Occurrence limit shown in the Schedule of this endorsement is the most we will pay for all “property damage” in any one “occurrence” resulting from the loss of keys.
- c. The amounts shown in the Schedule of this endorsement for this coverage are part of, not in addition to, the applicable limits of insurance shown in the Declarations.

B. EXTENDED PROPERTY DAMAGE – EXPECTED OR INTENDED INJURY

Exclusion 2.a. Expected Or Intended Injury under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

a. Expected Or Intended Injury

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

C. NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT

Exclusion 2.g. Aircraft, Auto Or Watercraft under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability is amended as follows:

1. Paragraph (2) is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;

2. The following is added:

- (6) “Bodily injury” or “property damage” arising out of any aircraft not owned by any insured that is rented or loaned to you with a paid crew.

If other insurance applies to a loss because of “property damage” to non-owned watercraft or aircraft as described in Paragraphs (2) or (6) above, the insurance provided by this endorsement does not apply, whether the other insurance is primary, excess, contingent or issued on any other basis.

D. PROPERTY DAMAGE TO BORROWED EQUIPMENT

1. The following is added to Exclusion 2.j. Damage To Property under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability:

Paragraph (4) of this exclusion does not apply to “property damage” to borrowed equipment while that equipment is not being used to perform operations.

2. The following is added to Section **III** – Limits Of Insurance:

Subject to the General Aggregate limit, the most we will pay for “property damage” to borrowed equipment is the amount shown in the Schedule of this endorsement for each “occurrence”.

3. The insurance afforded by Paragraph **D.1.** above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

E. PROPERTY DAMAGE TO CUSTOMERS’ GOODS

1. The following is added to Exclusion **2.j.** Damage To Property under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability:

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply to “property damage” to “customers’ goods”.

2. The following is added to Section **III** – Limits Of Insurance:

Subject to the General Aggregate limit, the most we will pay for “property damage” to “customers’ goods” is the amount shown in the Schedule of this endorsement for each “occurrence”.

3. The insurance afforded by Paragraph **E.1.** above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

4. The following definition is added:

“Customers’ goods” means tangible personal property belonging to your customers and left with you for storage, service or repair. “Customers’ goods” does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals;
- c. Contraband, or property in the course of illegal transportation or trade;
- d. Personal property while airborne or waterborne;
- e. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- f. Vehicles or self-propelled machines that are licensed for use on public roads; aircraft; or watercraft.

This paragraph does not apply to:

- (1) Vehicles or self-propelled machines, other than “autos”, you hold for sale; or
- (2) Rowboats or canoes out of water at your premises; or
- g. The following property while outside of buildings:
 - (1) Grain, hay, straw or other crops; and
 - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants held for sale).

F. DAMAGE TO PREMISES RENTED TO YOU

The following applies only if Damage To Premises Rented To You is not excluded from the policy to which this endorsement is attached:

1. The first paragraph following Paragraph **(6)** of Exclusion **2.j.** Damage To Property under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

2. The final paragraph of Paragraph 2. Exclusions under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

3. Paragraph 6. under Section III – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of “property damage” to any one premises while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner, is equal to the Each Occurrence limit shown in the Declarations.

4. Paragraph 4.b.(1)(a)(ii) Other Insurance under Section IV – Commercial General Liability Conditions is replaced by the following:

(ii) That is fire, lightning, explosion, smoke or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

5. Paragraph a. of Definition 9. “insured contract” is replaced by the following:

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 sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;

G. PERSONAL AND ADVERTISING INJURY FROM TELEVISED OR VIDEOTAPED MATERIAL

1. Exclusions 2.b. and 2.c. under Section I – Coverages, Coverage B – Personal And Advertising Injury Liability are replaced by the following:

b. Material Published With Knowledge Of Falsity

“Personal and advertising injury” arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

“Personal and advertising injury” arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material whose first publication took place before the beginning of the policy period.

2. Paragraphs d. and e. of the definition of “personal and advertising injury” are replaced by the following:

d. Oral, written or professionally produced televised or videotaped publication, in any manner, of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;

e. Oral, written or professionally produced televised or videotaped publication, in any manner, of material that violates a person’s right to privacy;

H. SUPPLEMENTARY PAYMENTS – BAIL BONDS AND LOSS OF EARNINGS

Paragraphs 1.b. and 1.d. under Section I – Coverages, Supplementary Payments – Coverages A And B are replaced by the following:

b. Up to the amount shown in the Schedule of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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 the amount shown in the Schedule of this endorsement because of time off from work.

I. BROADENED DEFINITION OF INSURED

Section II – Who Is An Insured is amended as follows:

1. The following is added to Paragraph **2.a.**:

Paragraph **(1)** does not apply to managers at the supervisory level or above.

2. Paragraph **2.** is amended to include the following as insureds:

Any legally incorporated entity of which you own at least 51% of the voting stock on the inception date of this Coverage Form and on the date of any covered “occurrence”, claim or “suit”.

This insurance shall not apply to any entity that is already insured under any other insurance provided by any company or that would be an insured but for the exhaustion of its limits of insurance.

3. Paragraph **3.a.** is replaced by the following:

a. Coverage for your newly acquired or formed organization shall be:

(1) Effective on the date of acquisition or formation; and

(2) Afforded until the end of the policy period of this Coverage Form.

J. AUTOMATIC ADDITIONAL INSUREDS

The following paragraphs are added to Section II – Who Is An Insured:

1. The following are also insureds under this policy, subject to the following provisions:

a. When Required By Contract Or Agreement

Any person or organization to whom you are required by written contract, agreement, permit or authorization to provide insurance, but only if the contract, agreement, permit or authorization is in effect during the policy period shown in the Declarations and was executed prior to the “bodily injury”, “property damage” or “personal and advertising injury”. However:

(1) The person or organization is an insured only to the extent you are held liable due to your acts or omissions or the acts or omissions of those acting on your behalf in connection with:

(a) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:

(i) This insurance does not apply to any “occurrence” which takes place after you cease to be a tenant in any premises leased to or rented to you; and

(ii) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization;

(b) Your ongoing operations for that insured, whether the work is performed by you or for you;

(c) “Your work” performed for the additional insured at the location designated in the contract, agreement or permits and included in the “products-completed operations hazard”;

(d) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:

(i) This insurance does not apply to any “occurrence” which takes place after the equipment lease expires or you cease to lease that equipment; and

(ii) This insurance does not apply to “bodily injury” or “property damage” arising out of the sole negligence of such person or organization; or

(e) Permits or authorizations issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of operations performed for that state or municipality.

(2) The insurance with respect to any architect, engineer or surveyor does not apply to “bodily injury”,

“property damage” or “personal and advertising injury” arising out of the rendering of or failure to render any professional services by or for you, including:

- (a) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (b) Supervisory, inspection or engineering services.
- (3) This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or failure to render any professional services.
- (4) This insurance does not apply to any insured person or organization if the loss, cost, injury or damage is otherwise excluded from coverage under this insurance, including any endorsements made a part of this policy.
- (5) This insurance does not apply to any person or organization included as an insured by an endorsement issued by us or otherwise made part of this insurance.
- (6) No coverage will be provided if, in the absence of this endorsement, no liability will be imposed by law on you. Coverage will be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

This Additional Insured provision does not apply to mortgagees, assignees or receivers, or vendors.

b. Mortgagees, Assignees Or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of premises by you. However, this insurance does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

c. Vendors

Any vendor with whom you have agreed in a written contract or agreement to provide insurance, but only if the contract or agreement is in effect during the policy period shown in the Declarations and was executed prior to the “bodily injury” or “property damage”, and only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.

- (1) The following additional exclusions apply to such vendors:

This insurance does not apply to:

- (a) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- (h) Any failure to maintain the product in a merchantable condition; or
- (i) “Bodily injury” or “property damage” arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does

not apply to:

- (i) The exceptions contained in subparagraphs (d) or (f); or
- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products or any ingredient, part or container entering into, accompanying or containing such products.
- (3) This insurance does not apply to any vendor included as an insured by an endorsement issued by us or otherwise made a part of this insurance.
- (4) This insurance does not apply if "bodily injury" or "property damage" included in the "products-completed operations hazard" is excluded either by the provisions of this insurance or by endorsement.

2. The insurance provided to such automatic additional insureds:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insureds.

3. With respect to the insurance afforded to such automatic 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:

- a. Required by the contract or agreement; or
- b. Available under the applicable limits of insurance shown in the Declarations, whichever is less.

The insurance afforded to the additional insured does not increase the applicable limits of insurance shown in the Declarations.

K. MEDICAL PAYMENTS

The following applies only if Medical Payments Coverage is not excluded from the policy to which this endorsement is attached:

Paragraph 7. under Section III – Limits Of Insurance is replaced by the following:

- 7. Subject to Paragraph 5. above, the Medical Expense limit is equal to the Medical Expense limit stated in the Declarations or the amount shown in the Schedule of this endorsement, whichever is greater, and is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

L. EACH LOCATION AND EACH PROJECT AGGREGATES

The following is added to Section III – Limits Of Insurance:

- 1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A, and for all medical expenses caused by accidents under Coverage C, which can be attributed only to operations at a single designated covered "location" or covered construction project:
 - a. A separate Each Location or Each Project Aggregate limit applies to each covered "location" or covered construction project, and that limit is equal to the General Aggregate limit shown in the Declarations.
 - b. The Each Location or Each Project Aggregate limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C, regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".

- c. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Each Location or Each Project Aggregate limit for each covered "location" or covered project for which payment is made. Such payments shall not reduce the General Aggregate limit shown in the Declarations nor shall they reduce any other covered "location" or covered project's general aggregate.
 - d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Each Location or Each Project Aggregate limit.
2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A**, and for all medical expenses caused by accidents under Coverage **C**, which cannot be attributed only to ongoing operations at a covered "location" or covered project:
 - a. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate limit or the Products-Completed Operations Aggregate limit, whichever is applicable; and
 - b. Such payments shall not reduce any Each Location or Each Project Aggregate limit.
 3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate limit, and not reduce the General Aggregate limit nor the Each Location or Each Project Aggregate limit.
 4. If the applicable covered construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
 5. For the purposes of this section of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
 6. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

M. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The following is added to Condition **2**. Duties In The Event Of Occurrence, Offense, Claim Or Suit under Section **IV** – Commercial General Liability Conditions:

Your obligation to notify us as soon as practicable of an "occurrence", offense, claim or "suit" is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of or should have become aware of such "occurrence", offense, claim or "suit".

N. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Condition **6**. Representations under Section **IV** – Commercial General Liability Conditions:

If you unintentionally fail to disclose all hazards prior to the beginning of the policy period of this Coverage Form, we shall not deny coverage under this Coverage Form because of such failure.

O. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Condition **8**. Transfer Of Rights Of Recovery Against Others To Us under Section **IV** – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization 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 with whom you have agreed in a written contract prior to an "occurrence" to waive such rights.

P. LIBERALIZATION

The following is added to Section **IV** – Commercial General Liability Conditions:

Liberalization Clause

If we adopt any revision that would broaden coverage under this Coverage Form without additional premium, the

broadened coverage will immediately apply to this Coverage Form as of the day the revision is effective in your state.

Q. MENTAL ANGUISH RESULTING FROM BODILY INJURY

Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, including mental anguish or emotional distress resulting from any of these; and
- b. Death resulting from bodily injury, sickness or disease.

R. BROADENED DEFINITION OF MOBILE EQUIPMENT

The following is added to Paragraph f.(1) of Definition 12. "mobile equipment":

This shall not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

All other terms and conditions remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

Date 06/09/2023

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: Landscape Contractors Insurance Services, Inc. CONTACT NAME: Pam Severson. PHONE: 5596503555. FAX: 5596503558. E-MAIL: pseverson@lclsinc.com. INSURER(S) AFFORDING COVERAGE: Infinity Select Insurance Company. NAIC #: 20260.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

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

Vehicle: 2007 Toyo 5TFBV58157X017561
2006 Toyo 5TETU62N96Z210425
1999 Dodg 1B7HF13Z2XJ521565

CERTIFICATE HOLDER

Rice, Mike
Po Box 204
Cambria, CA 93428

CANCELLATION

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

[Signature]

KEMPER Auto INFINITY		CALIFORNIA PROOF OF FINANCIAL RESPONSIBILITY CARD INFINITY SELECT INSURANCE COMPANY	
Year	Make / Model	Vehicle ID Number	Driver
2007	Toyo / Tundra D	5TFBV58157X017561	Mike Rice
2006	Toyo / Tacoma P	5TETU62N96Z210425	Diego Espinoza
1999	Dodg / Ram Pick	1B7HF13Z2XJ521565	Allison Duncan
Policy Number	NAIC	Name & Address of Insured	
504610159040001	20260	Rice, Mike Po Box 204 Cambria, CA 93428	
Effective Date	Expiration Date		
07/09/2022	07/09/2023		
THIS CARD SHOULD BE KEPT IN THE VEHICLE WITH THE VEHICLE'S REGISTRATION CARD AT ALL TIMES			

F O L D H E R E X	CALIFORNIA INSURED	
	THIS CALIFORNIA PROOF OF FINANCIAL RESPONSIBILITY CARD IS PROVIDED FOR YOUR USE TO ENABLE YOU TO COMPLY WITH SECTION 16028 OF THE CALIFORNIA VEHICLE CODE WHICH BECAME EFFECTIVE JULY 1, 1985 AND WHICH READS IN PART:	
	16028(a) Every person who drives a motor vehicle required to be registered in this state upon a highway shall, when requested by a peace officer, provide evidence of financial responsibility for the vehicle.	
	One of the definitions of "evidence of financial responsibility" reads in part: (A) The name of the insurance company which issued the automobile liability policy, in effect for the vehicle and the number of the insurance policy.	
	SHOW THIS CARD TO THE REQUESTING PEACE OFFICER WHEN ASKED TO PROVIDE EVIDENCE OF FINANCIAL RESPONSIBILITY.	
	IF YOU ARE INVOLVED IN AN ACCIDENT REPORT YOUR LOSS IMMEDIATELY PHONE: 1-800-334-1661 7 DAYS A WEEK / 24 HOURS A DAY	



MARKEL INSURANCE COMPANY

COMMERCIAL LINES POLICY DECLARATIONS

POLICY NUMBER: PCG20038052-06

PREVIOUS POLICY NUMBER: PCG20038052-05

COMPANY NAME Markel Insurance Company	PRODUCER NAME 50823 California Meridian Insurance Services, Inc. - UVIS 9700 El Camino Real Atascadero, CA 93422
NAMED INSURED: Mike Rice DBA: Mike Rice Forest Yard Garden	
MAILING ADDRESS: PO Box 204 Cambria, CA 93428	
POLICY PERIOD: FROM <u>06/26/2023</u> TO <u>06/26/2024</u> AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.	

BUSINESS DESCRIPTION Lawn Care Services

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
COMMERCIAL GENERAL LIABILITY COVERAGE PART	PREMIUM \$950.00
TERRORISM - CERTIFIED ACTS (GENERAL LIABILITY)	EXCLUDED
TOTAL:	\$950.00

Exhibit A



INSURANCE

Underwritten by: Infinity Select Insurance Company

Renewal Notice

Policy Number: 504610159040001

Policy Term: 07/09/2023 - 07/09/2024

Due Date: 07/08/2023

002073 3/5

RD & GARDEN

Payment Option 1:

Renewal payment w/installments

\$3,229.98	Renewal Policy Total
<u>\$292.98</u>	Amount due on 07/08/2023
\$2,937.00	Remaining Balance

11 installments of \$267.00 remain

Payment Option 2:

\$2,893.00	Premium Amt
<u>\$205.00</u>	Fees
\$3,098.00	Pay in Full

Total due to renew does not include any prior unpaid balance, pending or future installment payments from the current term.

Policy changes could affect the amount of future installments.

Installment amount includes a fee of \$12.00

ill expire at
lease send
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ounts you
ntact your
t us know
or a newly

Contact Information: InfinityAuto.com

Infinity Select Insurance Company
"11700 Great Oaks Way, Suite 450"
"Alpharetta, GA 30022"
(800) 722-3391

LANDSCAPE CONTRACTORS INSURANCE SERVICE
1835 N FINE AVE
FRESNO, CA 93727
(559) 650-3555

To Report a Claim:

(800) 334-1661

of insurance or financial responsibility, such as an SR-22. Infinity is required by
led or expired. Penalties for failing to maintain continuous coverage may include,
ivileges. Avoid these penalties by renewing today!

ayment methods.

000RNWL03



Scan to access mPortal
or make a one-time payment.

Account: 3546410
Invoice Date: 06/06/2023
Due Date: 06/26/2023
Amount Due: \$142.50

Mike Rice
DBA: Mike Rice Forest Yard Garden
PO Box 204
Cambria, CA 93428

California Meridian Insurance Services, Inc. - UVIS
(4294 | 37)

805-466-3400



Policy	Details	Term	Previous	Current	Amount Due
PCG20038052-06	General Liability	06/26/2023	\$0.00	\$142.50	\$142.50
Total					\$142.50

Note: Payments recently submitted may not be reflected on this invoice. See reverse side for important information concerning your bill.

IMPORTANT:

- TO CONTINUE YOUR INSURANCE COVERAGE, WE MUST RECEIVE YOUR PAYMENT BEFORE 12:01 A.M. ON THE DUE DATE OR YOUR POLICY WILL EXPIRE. MAKE PAYMENT PROMPTLY TO CONTINUE YOUR INSURANCE COVERAGE.**

Make a secure payment and view your billing details online: visit <https://account.markel.com>
Billing related questions: please call 855-4MARKEL (462-7535), Monday - Friday, 8:00am - 8:00pm EST.
Policy related questions: please call California Meridian Insurance Services, Inc. - UVIS at 805-466-3400.

↓ Tear along the perforation and return the bottom portion of this page with your payment - retain the top portion for your records. ↓

Mike Rice

NCXF6H530001250101

CAMBRIA COMMUNITY SERVICES DISTRICT

DIRECTORS:

KAREN DEAN, President
TOM GRAY, Vice President
HARRY FARMER, Director
DEBRA SCOTT, Director
MICHAEL THOMAS, Director



OFFICERS:

Matthew McElhenie, General Manager
TIMOTHY J. CARMEL, District Counsel

Physical address: 1316 Tamsen Street, Suite 201, Cambria CA 93428
Mailing address: P.O. Box 65 • Cambria CA 93428
Telephone (805) 927-6223 • Facsimile (805) 927-5584

EXHIBIT "B"

2023 FIRE HAZARD FUEL REDUCTION PROGRAM SCHEDULE

- | | |
|-----------|--|
| 4/13/2023 | Declaration of Public Nuisance |
| 4/17/2023 | Notices sent to parcel owners; parcel cutting starts |
| 6/8/2023 | Select FHFRP Contractor, CCSD Board Meeting |
| 7/14/2023 | Abatement Deadline
Final Inspections |
| 8/1/2023 | CCSD Contract List for Abatement Completed |
| 8/10/2023 | CCSD Public Hearing/Contract List for Abatement Considered by Board for Approval |
| 8/11/2023 | CCSD Contractor Starts Lot Clearing |
| 9/18/2023 | CCSD Contractor Deadline
Final Inspections |

EXHIBIT "C"

2023 CAMBRIA FIRE DEPARTMENT FIRE HAZARD FUEL REDUCTION PROGRAM POLICY

SCOPE OF SERVICES

All parcels that are placed on the Cambria Community Services District annual "Fire Hazard Fuel Reduction Program" shall adhere to the following criteria:

All clearance work must be completed by July 14, 2023. If the parcel does not conform to the requirements as stated in the notice sent to the property owner, **the parcel will go on the CCSD's contract list on August 10, 2023.** The CCSD's Contractor will then be directed to abate the parcels on the contract list to the following standards:

- Limit leaves, needles, twigs, bark, cones, pods, and chips to three inches (3") in depth.
- Weeds and annual grasses should not exceed four inches (4") in height. Avoid exposing bare soil or creating a situation that would encourage erosion.
- Remove Scotch/Irish or other broom type plants, Pampas Grass, Jubata Grass and Crocosmia, also known as Fire Weed. Isolated specimens may be left with greater than ten feet (10') separation and all dead materials are removed.
- All down dead trees, tree rounds or limbs within thirty feet (30') of any structure must be removed. Tree stumps fallen over shall be cut and retain no more than 6 feet (6') of the log within this thirty-foot (30') zone.
- All down trees twelve inches (12") in diameter or greater beyond thirty feet (30') from any structure may remain on the parcel. However, the entire trunk must be completely on the ground. Materials less than twelve inches (12") in diameter shall be cut and removed from the property.
- Remove ladder vegetation (dead wood) from under trees and shrubs, maintaining six feet (6') of vertical clearance for trees greater than twenty feet (20') in height.
- Remove combustible construction debris, trash and rubbish from property.
- Protect seedling pines, oaks and native shrubs by flagging them prior to cutting weeds.

Other Conditions

- The Contractor shall photograph each parcel with a digital camera (as directed by the CCSD Fire Department) before and after abatement. Pictures shall be taken from the same spot, incorporating the same view. The before and after pictures shall include all flagged vegetation. Pictures shall include the date and the Assessor's Parcel Number (APN) on

the picture. All pictures will be named using the Assessor's Parcel Number (APN) and the letters B or A, to indicate before (B) or after (A) clearance. The Contractor shall provide a digital photo file in a .jpg format which is compatible with CCSD software (CD, thumb drive, etc.), as well as hard copies of all pictures.

- All internal combustion powered equipment shall have approved and functional spark arresters on the exhaust.
- A fire extinguisher (ABC type) of at least five (5) pounds capacity shall be immediately available at the work site. A minimum of two and one half (2½) gallons of water must be available for vegetation fire extinguishment at all times by portable means. Examples are a pressurized water extinguisher, Hudson type pump sprayer or back-pump.
- All abatement work assigned to the CCSD Contractor shall begin no later than August 11, 2023 and must be completed September 18, 2023.
- All parcels shall be completely abated as prescribed to the property line, street and adjoining easements.
- ALL MATERIAL REMOVED FROM ALL PARCELS SHALL BE HAULED AWAY OR APPROVAL WILL BE DENIED, however tree limbs/rounds should not be removed from the Cambria area due to Pine Pitch Canker control requirements.

DEBRIS SHALL NOT BE DUMPED ON ADJOINING OR UNCLEARED PORTIONS OF LOTS.

ANY EVIDENCE OF ILLEGAL DUMPING WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.

EXHIBIT "D"

2023 CAMBRIA FIRE DEPARTMENT FIRE HAZARD FUEL REDUCTION PROGRAM
BID PROPOSAL FORM

SCHEDULE OF PROPOSED CHARGES:

The bidder shall set forth for each item of work, in clearly legible figures, a unit price for the item in the respective spaces provided for this purpose.

- A. Maximum charge for moving equipment onto a lot: \$ 40.00
- B. Type of equipment and cost per hour, including operator:
 - 1. Tractor with mower \$ 65.00
 - 2. High wheel mower \$ 0
 - 3. Weed eater \$ 35.00
 - 4. Chainsaw \$ 35.00
 - 5. Other equipment (list with charges): Wasp 50.00
Chipper \$65.00 hr. Load/Travel time \$50.00
Debris \$35.00/cubic yd.
 - 6. Dump and haul fee (charge by cubic yard) \$ 55.00
- C. Laborer charge (per person/per hour) \$ 35.00
- D. Pictures - before and after \$ 6.00 (ea)

I, the undersigned, declare that I am authorized to submit a proposal on behalf of the stated business, Digital - No Hard Copies have been Required Last 2 yrs have carefully examined Exhibits "A," "B," and "C," and hereby propose to do all the work necessary to complete the project in accordance with the provisions, policies and regulations stated in the attached Fire Hazard Fuel Reduction Program Agreement:

NAME OF PROPOSER: Michael Rice
 ADDRESS: PO Box 204
 SIGNATURE OF PROPOSER: [Signature]
 TITLE: Owner
 DATE: 2023 May 29th

EXHIBIT "E"

2023 ANNUAL FIRE HAZARD FUEL REDUCTION PROGRAM

CASH DEPOSIT TO SECURE FAITHFUL PERFORMANCE

This Agreement is to secure the performance of the 2023 FIRE HAZARD FUEL REDUCTION PROGRAM AGREEMENT ("FHFRP Agreement") between Mike Rice – Forest, Yard & Garden, ("CONTRACTOR") and the Cambria Community Services Department ("CCSD"). By this Agreement the CONTRACTOR pledges that a Cash Deposit in the amount of Five Thousand Dollars (\$5,000) ("Cash Deposit") shall be made with the CCSD and shall be held by the CCSD in trust for the purpose of guaranteeing the faithful performance by the CONTRACTOR in completing the services under the FHFRP Agreement.

The CCSD will hold said Cash Deposit, determined to be one hundred percent (100%) of the estimated cost of said services, until such time that the CCSD authorizes its release. CONTRACTOR and CCSD acknowledge that the funds will be available for immediate use and no interest will be due CONTRACTOR or owed by the CCSD on the Cash Deposit. The CCSD shall authorize the release of the Cash Deposit that is not otherwise applied or released under this Agreement to the CONTRACTOR after the acceptance of the services described in the FHFRP Agreement.

If the CONTRACTOR fails to complete the improvements pursuant to the FHFRP Agreement, then the CCSD shall submit a signed statement to the CONTRACTOR providing notice that said services have not been completed to the satisfaction of the CCSD and as required by the CONTRACTOR pursuant to the FHFRP Agreement. CONTRACTOR agrees the Cash Deposit shall be released by the CCSD to complete said services. No further notice is required by the CCSD to the CONTRACTOR for the CCSD to use the Cash Deposit to complete the services and no additional permission from the CONTRACTOR will be required for the Cash Deposit to be used for completing the services.

Upon completion of the services in accordance with the FHFRP Agreement, and the acceptance thereof by the CCSD, the Cash Deposit, minus those additional expenses described below, remaining shall be returned to the CONTRACTOR or his assignee. The CCSD shall keep records of the how Cash Deposit was spent to complete the services.


This Agreement may be modified or revoked only with the written consent of both the CONTRACTOR and the CCSD.

The CONTRACTOR acknowledges that the CCSD shall be entitled to recover its costs and reasonable expenses, including reasonable attorneys' fees, incurred in connection with the enforcement of the CONTRACTOR's agreements herein. The undersigned CONTRACTOR agrees to pay all expenses in connection herewith and that any portion of the Cash Deposit not used for completion of the services may be used to reimburse the CCSD for these costs and expenses.


The undersigned hereby agree to all of the above terms and conditions of this Agreement in

regards to a Cash Deposit made for the purpose of guaranteeing faithful performance of the services under the FHFRP Agreement.

**CAMBRIA COMMUNITY SERVICES
DISTRICT**

DocuSigned by:

By: _____
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Matthew McElhenie, General Manager

CONTRACTOR

DocuSigned by:

By: _____
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