

AGREEMENT BIBLIOGRAPHY

Agreement With:	Master Landscape and Maintenance, Inc.
Agreement Type:	Trimming of Oleander Bushes and Storm Drain Maintenance
Date Approved:	09 25 2012
Start Date:	09 25 2012
End Date:	09 24 2015 – Option to extend 2 years (09/24/2017)
Contract Amount:	\$52,133.76
Comments:	Public Works
Insurance Expiration:	04 02 2013
Date Archived:	



**CITY OF GARDEN GROVE
OFFICE OF THE CITY CLERK**

*Safeguard all official records of the City.
Conduct municipal elections and oversee legislative administration.
Provide reliable, accurate, and timely information to the
City Council, staff, and the general public.*

William J. Dalton
Mayor

Dina Nguyen
Mayor Pro Tem

Bruce A. Broadwater
Council Member

Steven R. Jones
Council Member

Kris Beard
Council Member

September 27, 2012

Master Landscape and Maintenance, Inc.
10171 Northampton Avenue
Westminster, CA 92683

Enclosed is a copy of the Agreement by and between the City of Garden Grove and Master Landscape and Maintenance, Inc. to provide all material equipment, transportation, traffic control, and labor for trimming of Oleander Bushes and Storm Drain Maintenance at various locations for the City of Garden Grove.

The Agreement was approved by the City Council at their meeting held on September 25, 2012.

Sincerely,

Kathleen Bailor, CMC
City Clerk

By: 
Teresa Pomeroy
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Public Works

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 25th day of September, 2012, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Master Landscape and Maintenance, Inc.**, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED September 25, 2012.
2. CITY desires to utilize the services of CONTRACTOR to Provide all material, equipment, transportation, traffic control, and labor for trimming of Oleander Bushes and Storm Drain Maintenance at various locations for the City of Garden Grove.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be for period of three (3) year from full execution of the agreement, with an option to extend said agreement for an additional two (2) years, for a total performance period of five (5) years. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of Fifty Two Thousand One Hundred Thirty Three Dollars and 76/100 (\$52,133.76), for the first three years, payable in arrears and in accordance with proposal in Attachment "A". All work shall be in accordance with RFP No. S-1100.

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all insurance certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance *and provide a Waiver of Subrogation in favor of the City.*

For any hazardous materials or products, please provide MSDS sheets.

WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance *and provide Employers Liability in an amount not less than \$1,000,000.*

INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement *and maintain insurance coverage meeting the requirements herein. City reserves the right to modify these requirements, including but not limited to, limits based on the nature of the work, prior experience, insurer, coverage or other special circumstances.*

- (a) Commercial general liability *in an amount not less than \$1,000,000 per occurrence, including products liability; (**claims made and modified occurrence policies are not acceptable**)*; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (b) Automobile liability, *for all autos, in an amount not less than \$1,000,000 combined single limit; (claims made and modified occurrence policies are not acceptable);* Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Excess liability, *following form,* coverage shall be provided for any underlying policy that does not meet the insurance requirements set forth herein (**claims made and modified occurrence policies are not acceptable**). Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, ongoing *products* and completed operations, including products liability, for the policy under section 4.16.6(a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.16.6 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.16.6 (c) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds under the excess liability policy. CONTRACTOR shall provide to CITY proof of insurance stating the excess liability policy follows form, additional insured endorsement forms, and the schedule of underlying policies with policy numbers, that conform to CITY's requirements, as approved by the CITY. Information for the excess policy only needs to be provided if the underlying policies do not meet the policy limits set forth herein.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (Contractor)
Master Landscape and Maintenance, Inc.
Attention: Robert Whitecotton, President
10171 Northampton Avenue
Westminster, CA 92683
 - b. (Address of CITY) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY,

it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.

13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Prevailing Wages.** The CITY has been advised that the Prevailing Wages Law applies to the work. CONTRACTOR shall be responsible for CONTRACTOR's compliance in all respects with the prevailing wage rates to all the laborers involved, and with California Labor Code Section 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776 and the implementing administrative regulations. The CITY shall be a third party beneficiary of the forgoing covenant with rights to enforce the same as against the CONTRACTOR.
17. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a

limitation upon the amount of indemnification to be provided by CONTRACTOR.


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(Agreement Signature Block On Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: 9-26-12

"CITY"
CITY OF GARDEN GROVE

By: 
City Manager

ATTESTED:


City Clerk

Date: 9/27/12

"CONTRACTOR"
Master Landscape and Maintenance, Inc.

By: 

Name: ROBERT D. WHITECOTTON

Title: PRESIDENT, SECRETARY

Date: 8-27-12

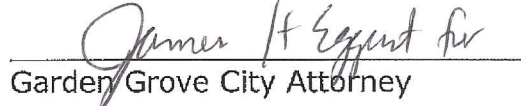
Tax ID No. 92-0178322

Contractor's License: 830979

Expiration Date: 1/31/2014

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:


Garden Grove City Attorney

8-29-2012
Date

ATTACHMENT "A"

**CITY OF GARDEN GROVE
STATE OF CALIFORNIA**

- I. Type of Work: Provide complete trimming and debris pickup of Oleander Bushes
- II. Awarding of the contract shall be contingent upon inspection of type and condition of equipment to be used to meet specifications.

III. SPECIFICATIONS AND LOCATIONS OF WORK

A. Equipment:

Provide operator and 110 HP minimum tractor with hydrostatic transmission and Bomford Model 728, side arm drop capable of minimum 25 foot reach - flail slope mower with sharp dropped forged fail cutting blades.

B. Locations:

1.

- a. Roan Road Banner to Percheron Road 650 Ln. Ft.

Specifications: Remove side and end growth to a depth of 2 to 2-1/2 feet from the average extending edge of the bush, or 2 to 2-1/2 feet in from the face of the curb; based on Public Works supervisor's direction. Top growth down to 10 feet from top of curb level.

2.

- a. Chapman - Knott to Valley View N/S 7,040 Ln. Ft.
- b. Chapman - Knott to Valley View S/S 7,200 Ln. Ft.
- c. Springdale - N/O Chapman 640 Ln. Ft.
- d. Springdale - S/O Chapman 640 Ln. Ft.

Specifications: Remove side and end growth to a depth of 2 to 2-1/2 feet from the average extending edge of the bush, or 2 to 2-1/2 feet in from the face of the curb; based on Public Works supervisor's direction. Top growth down to 8 feet from top of curb level.

3.

- a. Garden Grove Blvd. - Shackelford to Gilbert 1,200 Ln. Ft.
- b. Garden Grove Boulevard at Casa Linda 55 Ln. Ft. section of Oleanders shall be 30 inches in height.
- c. Katella Avenue - Fay to Stratford 750 Ln. Ft.
- d. Katella Avenue Yana to Mac Murray 2,400 Ln. Ft.

Specifications: Remove side and end growth to a depth of 2 to 2-1/2 feet from the average extending edge of the bush, or 2 to 2-1/2 feet in from the face of the curb; based on City supervisor's direction. Top growth down to 9 feet from top of curb level.

4. Brady Way - S/O Stanford

600 Ln. Ft.

Specifications: Remove side and end growth to a depth of 2 to 2-1/2 feet from the average extending edge of the bush, or 2 to 2-1/2 feet in from the face of the curb; based on City supervisor's direction. Top growth down to 7 feet from top of curb level.

IV. All work shall begin on the date and time determined by the Streets Manager or his duly appointed representative and completed within 15 working days of the starting date.

V. ADDITIONAL SCHEDULE OF SPECIFICATIONS

A. Specifications:

1. Side and end trimming shall be vertical, and top trimming shall be horizontal unless otherwise specified. The area where the top and sides of the Oleander meet shall be trimmed to form a rounded edge rather than a right angle. The radius of the angle shall be approximately two to three feet, which will make that section of the Oleander bush more rounded rather than a square edge.
2. The Contractor shall consider and make adjustments from the original contract specification to provide necessary trimming of any section of the Oleander bushes, so that visual clearness has met City Traffic Control's ordinance requirements.
3. The Contractor shall provide trimming around all wires, poles, buildings, or stationary objects by whatever means necessary to maintain a symmetrical-shaped, trimmed appearing Oleander.
4. When the Oleander bush is protruding through or beyond a fence, those branches shall be trimmed to within 3 inches of the face of the fence. Brady Way, shall be excluded from this specification.
5. A symmetrical form with no extending branches or foliage with a tolerance of 3 inches shall be maintained.
6. Contractor will provide traffic control in accordance with specifications of the work area Traffic Control Handbook, latest edition, which has been approved by the Southern California Chapter of the Public Works Association.

B. Specifications Involving Cleanup by Contractor:

All specifications in this contract are to be included, in addition to the following:

1. Trimming and removal of all brush and debris under, in and around the Oleander including the street and walkway areas.
2. Contractor will provide traffic control in accordance with specifications of the work area Traffic Control Handbook, latest edition, which has been approved by the Southern California Chapter of the Public Works Association.
3. Removal of parked vehicles shall be the responsibility of the Contractor and shall be dealt with in accordance with the Garden Grove Municipal Code and the approval of the Streets Manager.
4. Removal: All debris and other vegetation resulting from Oleander trimming operations shall be promptly removed from the worksite and properly disposed of at the Contractor's expense. All laws and ordinances that are applicable to and governing such disposal shall be fully complied with.
5. Daily Cleaning Up: The street, gutter, parkway, sidewalk, and yard areas of all property shall be left free of debris at the close of each day's operation.
6. Sharp drop flail blades shall be used. Dull drop flail blades which cause ripping of stems and foliage will not be acceptable.
7. The Contractor shall make an additional pruning cut, beginning three feet above curb level at the trimmed vertical face of the Oleander bush; a downward tapering cut will begin, reaching an inward length of 12 inches at curb level.

C. **Storm Water Protection:** Trimming work activity Best Management Practices shall be adhered to at all times. Trimming work activity shall be in compliance with the City of Garden Grove Local Implementation Plan (LIP), Adopted storm water quality municipal codes and ordinances.

VI. CONDUCT OF OPERATION

- A. Cooperation With Others: The Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause no interference with or annoyance to the public.
- B. Supervision: The Contractor will assure that a qualified supervisor is present at all times when work is being performed. If a citizen has a complaint or concern about work being performed, the Contractor's Supervisor shall make initial contact with the citizen and endeavor to

resolve the problem. The supervisor shall report each daily work schedule on the preceding afternoon before 3 p.m.

- C. Inclement Weather: Work shall be suspended during periods of inclement weather, as determined by the Streets Manager.
- D. Preservation of Property: The Contractor shall carefully protect from damage all existing trees, shrubs, plants, or other growth and fixtures that remain. The Contractor shall be liable for any and all damaged trees, plants, shrubs, other growth, irrigation, public utility boxes lines, etc., any damaged said property shall be replaced or restored to their original condition within a 48-hour period, to the satisfaction of the Streets Manager or his duly appointed representative.
- E. The Contractor shall notify the Streets Manager or his duly appointed representative 24 hours in advance before starting his work required by the contract.
- F. If the Contractor, after having officially started said contract, should discontinue work of any cause, he shall notify the Streets Manager or his duly appointed representative of the date of the restarting of operations.
- G. Parking of the Contractor's vehicles at any given location on City residential streets for more than 24 hours shall not be permitted.
- H. All work shall be completed to the satisfaction of the Streets Manager or his duly appointed representative of the Public Works Department.
- I. Work outside regular hours will not be permitted: Normal working hours shall be between the hours of 7 a.m. and 4 p.m., Monday through Friday, excluding holidays recognized by the City of Garden Grove and City's Friday off. The City may allow the Contractor to work overtime in order that he may finish within his time limit for completion, but the expense for such work shall be included in his bid prices, and will not be considered as an addition to the contract. The Contractor shall reimburse the City for the actual cost or overtime inspection.

VII. VARIATION IN QUANTITY

City reserves the right to increase or decrease the quantity to be trimmed under such contract by as much as 10%.

VIII. INSPECTION

When work is completed and ready for final inspection, the Contractor shall so notify the Streets Manager. As soon as possible thereafter, the Streets Manager or his duly appointed representative will make the necessary inspection and if he finds that the work has been properly performed and completed in accordance with all terms of the specifications and contract, he will accept it and notify the City Controller to that effect.

IX. PAYMENT TO THE CITY

- A. The City has reserved the right to make increases or decreases in the quantities of items of work to be performed or furnished under such contract. In the event of any such increases or decreases in the quantity of work to be performed or furnished are so ordered, payment shall be proportionate to the changes.
- B. The City shall make payment only after the entire job has been completed and the contract specifications have been met, to the satisfaction of the Streets Manager or his duly appointed representative.

CITY OF GARDEN GROVE

STATE OF CALIFORNIA

I.Type of Work: Provide complete trimming, weed removal, and debris and sediment pickup of storm drain channels.

II.Awarding of proposal shall be contingent upon inspection type and condition of equipment to be used to meet specifications.

III.SPECIFICATIONS AND LOCATIONS OF WORK

A. Provide all necessary labor, equipment and supplies, to remove all growth and debris from floor, top of banks, along and over fences, under bridges and weep holes of channels. Contractor to clean sites then haul and dump debris from job site.

B. Locations:

Valley View	1.39 miles
Belgrave	1.75 miles
Emerald	0.50 miles
Trask	0.26 miles
Shannon	0.74 miles

IV.ADDITIONAL SCHEDULE OF SPECIFICATIONS

A. SPECIFICATIONS

1. Trim all bushes, vines, trees, etc. extending beyond a fence or wall from private property, in to the flood control channel area. Trim up to 15 feet in height from ground level and within 3 inches of the fence or wall; property line.
2. Remove dirt and weeds from all weep holes to a degree that will allow the weep hole to function as it was originally designed.

3. Remove all weeds, debris, soil, sediment, etc., from the floor and side of the lined channel, including under bridges.
4. Remove all weeds, debris, soil, sediment, etc., from any unlined concrete portions of the channel and roadway, to the limits of the channel property line.
5. City will be responsible for trimming trees and shrubs above the 15-foot height limit from the surface of the roadway or shoulder of the channel. Contractor shall be responsible for picking up trimming debris no later than one working day from the time of the trimming by City crews.
6. All ivy, vines, etc., going down the sides of the channel invert, shall be trimmed to two feet beyond the top edge of the concrete invert.
7. Work shall be scheduled before the rainy season during the months of August through November as directed by Public Works Department.
8. Disposal of all sand, silt sediment, debris, trash, water, etc. shall be the responsibility of the contractor and shall be in compliance with all current State, Federal, and Local laws and regulations.

B. **Storm Water Protection**: Trimming work and cleaning activity Best Management Practices shall be adhered to at all times. Trimming work and cleaning activity shall be in compliance with the City of Garden Grove Local Implementation Plan (LIP), Adopted storm water quality municipal codes and ordinances.

V. CONDUCT OF OPERATION

- A. Cooperation of Others: The Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause no interference with or annoyance to the public.
- B. Supervision: The Contractor will assure that a qualified supervisor is present at all times when work is being performed. If a citizen has a complaint or concern about work being performed, the Contractor's Supervisor shall make initial contact with the citizen and endeavor to resolve the problem. The

supervisor shall report each daily work schedule on the preceding afternoon before 3:00 p.m.

- C. Inclement Weather: Work shall be suspended during periods of inclement weather, as determined by the Streets Manager, or his representative.
- D. Preservation of Property: The Contractor shall carefully protect from damage, all existing trees, shrubs, plants, or other growth and fixtures that remain. The Contractor shall be liable for any and all damaged trees, plants, shrubs, other growth, irrigation, public utility boxes, lines, etc., any damaged said property shall be replaced or restored to their original condition within a 48-hour period at the Contractor's expense and to the satisfaction of the Streets Manager, or his representative.
- E. The Contractor shall notify the Streets Manager, or his representative, 24 hours in advance before starting his work required by the contract.
- F. The Contractor, after having officially started said contract, shall work consecutive 8-10 hour days during normal City working hours until project is completed.
- G. Parking of the Contractor's vehicles at any given location on City residential streets for more than 24 hours, shall not be permitted.
- H. All work shall be completed to the satisfaction of the Streets Manager, or his representative of the Public Works Department.
- I. Work outside regular hours will not be permitted: Normal working hours shall be between the hours of 7 a.m. and 4 p.m., Monday through Friday, excluding holidays recognized by the City of Garden Grove and City's Friday off. The City may allow the Contractor to work overtime in order that Contractor may finish within his time limit for completion, but the expense for such work shall be included in Contractor's proposal prices, and will not be considered as an addition to the contract. The Contractor shall reimburse the City for the actual cost of overtime inspection.
- J. The City has reserve the right to make increases or decreases in the quantities of items of work to be performed or furnished under such contract. In the event of any such increases or decreases in the quantity of work to be performed or furnished are so ordered, payment shall be proportionate to the changes.

- K. The City shall make payment only after the entire job has been completed and the contract specifications have been met to the satisfaction of the Streets Manager.

VI.VARIATION IN QUANTITY

City reserves the right to increase similar type of work in areas other than major channels, not to exceed \$5,000.00 beyond the original proposal.

VII.INSPECTION

When work is completed and ready for final inspection, the Contractor shall so notify the Streets Manager. As soon as possible thereafter, the Streets Manager or representative will make the necessary inspection and if he finds that the work has been properly performed and completed in accordance with the terms of the specifications and contract, he/she will accept it and notify the City Controller to that effect.

ATTACHMENT "B"

RATE SCHEDULE FOR ITEM ONE:

The undersigned, having carefully examined the Specifications for Oleander trimming and cleanup, HEREBY PROPOSE to furnish all labor, materials, equipment and transportation, and do all the work required to complete the said work in accordance with the said Specifications for the price named in the previous schedule of specifications.

I.1 Designated locations of Oleander trimming to be bid on:

1. Brady Way - S/O Stanford	600 Ln. Ft.
2. Chapman - Knott to Valley View N/S	7,040 Ln. Ft.
3. Chapman - Knott to Valley View S/S	7,200 Ln. Ft.
4. Garden Grove Blvd. - Shackelford to Gilbert	1,200 Ln. Ft.
5. Katella Avenue - Fay to Stratford	750 Ln. Ft.
6. Katella Avenue Yana to Mac Murray	2,400 Ln. Ft.
7. Roan Road Banner to Percheron Road	650 Ln. Ft.
8. Springdale - N/O Chapman	640 Ln. Ft.
9. Springdale - S/O Chapman	640 Ln. Ft.

I.1 Proposal prices are for each designated locations (a-i)

1. Mechanical Mowing/Cleanup and Misc. Trimming

(a) Brady Way - S/O Stanford	\$ <u>221.76</u>
(b) Chapman - Knott to Valley View N/S	\$ <u>2,881.20</u>
(c) Chapman - Knott to Valley View S/S	\$ <u>2,741.94</u>
(d) Garden Grove Blvd. - Shackelford to Gilbert	\$ <u>463.68</u>
(e) Katella Avenue Stratford to Fay	\$ <u>282.24</u>
(f) Katella Avenue Yana to Mac Murray	\$ <u>907.20</u>
(g) Roan Road Banner to Percheron Road	\$ <u>241.92</u>
(h) Springdale - N/O Chapman	\$ <u>241.92</u>
(i) Springdale - S/O Chapman	\$ <u>241.92</u>

2. **Total Proposal Price for Item One:**

Mechanical mowing, traffic control, cleanup and miscellaneous trimming

\$ 8,023.⁶⁸

It is understood and agreed that:

After the contract has been awarded, the designed Contractor shall attend a pre-job conference. The Contractor shall be informed of said time and location.

ATTACHMENT "B"
RATE SCHEDULE FOR ITEM NUMBER TWO

The undersigned having carefully examined the Plans and Specifications for Storm Drain Channel Maintenance and Cleanup, HEREBY PROPOSE to furnish all labor, materials, equipment and transportation, and do all the work required to complete work in accordance with the Plans and Specifications for the sum price of:

	LOCATION		PROPOSAL
1.	Valley View	1.39 miles	\$ <u>2,802.²⁴</u>
2.	Belgrave	1.75 miles	\$ <u>3,528.⁰⁰</u>
3.	Emerald	0.50 miles	\$ <u>1,008.⁰⁰</u>
4.	Trask	0.26 miles	\$ <u>524.¹⁶</u>
5.	Shannon	0.74 miles	\$ <u>1491.⁸⁴</u>
Total Proposal Price for Item Two:			\$ <u>9,354.²⁴</u>

It is understood and agreed that:

After the contract has been awarded, the designed Contractor shall attend a pre-job conference. The Contractor shall be informed of said time and location.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/27/2012

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

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

PRODUCER Phone: (714) 973-1436 Fax: (714) 973-0811 ELMCO INSURANCE, INC. 1905 N. MAIN STREET SANTA ANA CA 92706-2779 <i>Erin Walsh XIII</i> <i>erin@elmcoinsurance.com</i> Agency Lic#: 0509747	CONTACT NAME: ELMCO INSURANCE, INC. PHONE (A/C, No, Ext): (714) 973-1436 FAX (A/C, No): (714) 973-0811 E-MAIL ADDRESS: www.elmcoinsurance.com														
INSURED MASTER LANDSCAPE AND MAINTENANCE, INC. 10171 NORTHAMPTON AVENUE WESTMINSTER, CA 92683-7558	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : GOLDEN EAGLE INSURANCE CORPORATION</td> <td>10836 <i>A, XV</i></td> </tr> <tr> <td>INSURER B : GOLDEN EAGLE INSURANCE CORPORATION</td> <td>10836 <i>A, XV</i></td> </tr> <tr> <td>INSURER C : SECURITY NATIONAL INSURANCE CO.</td> <td><i>A, IX, XV</i></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> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : GOLDEN EAGLE INSURANCE CORPORATION	10836 <i>A, XV</i>	INSURER B : GOLDEN EAGLE INSURANCE CORPORATION	10836 <i>A, XV</i>	INSURER C : SECURITY NATIONAL INSURANCE CO.	<i>A, IX, XV</i>	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 47270

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 INSR	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CBP9572743	04/02/12	04/02/13	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED. EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY			BA9826977	04/02/12	04/02/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SWC1009170	04/01/12	04/01/13	WC STATUTORY LIMITS	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE-POLICY LIMIT	\$ 1,000,000
A	OTHER BUSINESS PERSONAL PROP. SPECIAL; RC; 90% COINSURANCE			CBP9572743	04/02/12	04/02/13	BPP LIMIT: \$10,506 DEDUCTIBLE \$500	

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

SEE SUPPLEMENTAL CERTIFICATE INFORMATION

CERTIFICATE HOLDER**CANCELLATION**

CITY OF GARDEN GROVE 11222 ACACIA PARKWAY GARDEN GROVE, CA 92840 Attention:	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 <i>Erin C. Walsh</i> Erin Walsh
---	---

7/29-20-12

Reviewed and approved as to insurance language
and/or requirements.

William Jay 9-20-12

Risk Management

Master Landscape & Maintenance Inc.

SUPPLEMENT TO CERTIFICATE OF LIABILITY INS #47270

DATE
AUG 27 2012

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

LANDSCAPING SERVICE

CITY OF GARDEN GROVE, IT'S OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY ONLY AS RESPECTS TO NAMED INSURED'S OPERATIONS PER ATTACHED ADDITIONAL INSURED ENDORSEMENT CG 2010 AND CG 2037. SUCH INSURANCE IS PRIMARY AND NON-CONTRIBUTORY. ENDORSEMENTS ATTACHED. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY IN FAVOR OF CITY OF GARDEN GROVE, IT'S OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS. ENDORSEMENT ATTACHED. CITY OF GARDEN GROVE, IT'S OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED IN REGARDS TO COMMERCIAL AUTOMOBILE LIABILITY. ENDORSEMENT ATTACHED. WAIVER OF SUBROGATION APPLIES TO WORKER'S COMPENSATION IN FAVOR OF CITY OF GARDEN GROVE, IT'S OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS. ENDORSEMENT ATTACHED.

ENDORSEMENT



Policy Number: CBP9572743	Prior Policy: 9572743
Billing Type: DIRECT BILL	
Coverage Is Provided In GOLDEN EAGLE INSURANCE CORPORATION	
Named Insured and Mailing Address: MASTER LANDSCAPE & MAINTENANCE INC 10171 NORTHAMPTON AVENUE WESTMINSTER CA 92683	Agent: ELMCO INSURANCE 1905 N MAIN ST SANTA ANA CA 92706-2728 Agent Code: 4294058 Agent Phone: (714)-973-1436

POLICY CHANGE ENDORSEMENT

POLICY PERIOD: From: 04/02/2012 To: 04/02/2013 at 12:01 AM Standard Time at your mailing address shown above.

DESCRIPTION OF CHANGE CHANGE EFFECTIVE DATE: 08/27/2012

THE FOLLOWING ADDITIONAL INTEREST IS ADDED TO THE POLICY PER CG2010 (07/04), CG2037 (07/04)

WAIVER OF SUBROGATION IS ADDED TO THE POLICY PER CG2404 (10/93) ATTACHED.

PRIMARY AND NON-CONTRIBUTORY WORDING IS ADDED TO THE POLICY PER 22-123 (01/07) FOR THE FOLLOWING ADDITIONAL INTEREST:

CITY OF GARDEN GROVE, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS
11222 ACACIA PARKWAY
GARDEN GROVE, CA 92840

DESCR OF WORK - LANDSCAPE/MAINTENANCE

Original Annual Premium	\$	16,402.00		
New Annualized Premium	\$	16,769.00	TOTAL ADDITIONAL PREMIUM	\$ 220.00

Countersigned: By

Gene Wald
Authorized Representative

9/17/12
Date

Date Issued: 08/28/2012

9-20-12

ENDORSEMENT

Forming a part of

Policy Number: CBP 9572743	
Coverage Is Provided In GOLDEN EAGLE INSURANCE CORPORATION	
Named Insured: MASTER LANDSCAPE & MAINTENANCE INC	Agent: ELMCO INSURANCE Agent Code: 4294058 Agent Phone: (714)-973-1436

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS EXTENSION (continued)

Products:

Completed Operations:

22-123 01 07 AMENDMENT OF OTHER INSURANCE CONDITION
- DESIGNATED PERSONS OR ORGANIZATIONS

SCHEDULE

Name and Address of Person Or Organization:
CITY OF GARDEN GROVE, ITS OFFICERS, OFFICIALS,
EMPLOYEES, AGENTS AND VOLUNTEERS
11222 ACACIA PARKWAY
GARDEN GROVE, CA 92840

Description of Premises:

Ongoing Operations:

LANDSCAPE/MAINTENANCE

Products:

17-59CGL (06/94)

INSURED COPY

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS EXTENSION (continued)

Completed Operations:

Date Issued: 08/28/2012

Policy Number: CBP9572743 ✓

Coverage Is Provided In GOLDEN EAGLE INSURANCE CORPORATION

Named Insured:

MASTER LANDSCAPE &
MAINTENANCE INC

Agent:

ELMCO INSURANCE

Agent Code: 4294058

Agent Phone: (714)-973-1436

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
CITY OF GARDEN GROVE, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS 11222 ACACIA PARKWAY, GARDEN GROVE, CA 92840	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Reviewed and approved as to insurance language
and/or requirements.

Heidi M. Jay 9-20-12

Risk Management

Master Landscape & Maintenance

Policy Number: CBP9572743 ✓	
Coverage Is Provided In GOLDEN EAGLE INSURANCE CORPORATION	
Named Insured: MASTER LANDSCAPE & MAINTENANCE INC	Agent: ELMCO INSURANCE Agent Code: 4294058 Agent Phone: (714)-973-1436

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

CITY OF GARDEN GROVE, ITS OFFICERS, OFFICIALS,
 EMPLOYEES, AGENTS AND VOLUNTEERS
 11222 ACACIA PARKWAY
 GARDEN GROVE, CA 92840

Location And Description Of Completed Operations:

LANDSCAPE/MAINTENANCE

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Forward and approved by the insured
 and agent for the insured
 Date of completion
 Management #

9-20-12

Reviewed and approved as to insurance language
and/or requirements.

Heidi M. Gray 9-20-12

Risk Management

Master Landscape & Maintenance

Policy Number: CBP 9572743 ✓	
Coverage Is Provided In GOLDEN EAGLE INSURANCE CORPORATION	
Named Insured: MASTER LANDSCAPE & MAINTENANCE INC	Agent: ELMCO INSURANCE Agent Code: 4294058 Agent Phone: (714)-973-1436

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION – DESIGNATED PERSONS OR ORGANIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

A. The following is added to provision a. Primary Insurance of paragraph 4. Other Insurance under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

However, when the person or organization shown in the Schedule of this endorsement has been added as an additional insured to this Coverage Part by attachment of an endorsement, we will not seek contribution from the "person's or organization's own insurance" provided that:

- (1) You and such person or organization have agreed in a written contract that this insurance is primary and non-contributory; and
- (2) The "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the execution of such contract.

B. For the purposes of this endorsement the following is added to SECTION V – DEFINITIONS:

"Person's or organization's own insurance" means other insurance:

- a. That covers liability for damages arising out of the premises, ongoing operations, products or completed operations described in the Schedule of this endorsement; and
- b. For which the person or organization shown in the Schedule of this endorsement is designated as a Named Insured.

SCHEDULE

Name and Address of Person Or Organization:

CITY OF GARDEN GROVE, ITS OFFICERS, OFFICIALS,
EMPLOYEES, AGENTS AND VOLUNTEERS
11222 ACACIA PARKWAY
GARDEN GROVE, CA 92840

Description of:

Premises:
LANDSCAPE/MAINTENANCE

ENDORSEMENT OF THE POLICY HAS BEEN REVISED
DATE: 01/07/12

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

22123 (01/07) ✓

INSURED COPY

9-20-12

Reviewed and approved as to insurance language
and/or requirements.

Kevin M. Jay 9-20-12
Risk Management

Master Calhoun Cape's maintenance

Ongoing Operations.

Products:

Completed Operations:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

22123 (01/07)

INSURED COPY

01/08/2010

0570710

NEW YORK

Policy Number: CBP 9572743 ✓	
Coverage Is Provided In GOLDEN EAGLE INSURANCE CORPORATION	
Named Insured: MASTER LANDSCAPE & MAINTENANCE INC	Agent: ELMCO INSURANCE Agent Code: 4294058 Agent Phone: (714)-973-1436

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name of Person or Organization:

CITY OF GARDEN GROVE, ITS OFFICERS, OFFICIALS,
 EMPLOYEES, AGENTS AND VOLUNTEERS
 11222 ACACIA PARKWAY, GARDEN GROVE, CA 92840

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

[Faint, illegible text, possibly a stamp or signature area]

✓ 9-20-12

Reviewed and approved as to insurance language
and/or requirements.

Heidi Jay 9-20-12
Risk Management
Master Landscape Maintenance.

ENDORSEMENT



Policy Number: CBP9572743	Prior Policy: 9572743
Billing Type: DIRECT BILL	
Coverage Is Provided In GOLDEN EAGLE INSURANCE CORPORATION	
Named Insured and Mailing Address: MASTER LANDSCAPE & MAINTENANCE INC 10171 NORTHAMPTON AVENUE WESTMINSTER CA 92683	Agent: ELMCO INSURANCE 1905 N MAIN ST SANTA ANA CA 92706-2728 Agent Code: 4294058 Agent Phone: (714)-973-1436

POLICY CHANGE ENDORSEMENT

POLICY PERIOD: From: 04/02/2012 To: 04/02/2013 at 12:01 AM Standard Time at your mailing address shown above.

DESCRIPTION OF CHANGE CHANGE EFFECTIVE DATE: 08/27/2012

AMENDMENT OF CANCELLATION PROVISIONS ENDORSEMENT IS ADDED TO THE POLICY PER 17-490 (10/10).

RECAPTURE FORM 17-59CGL (06/94) AND PRIMARY AND NON-CONTRIBUTORY WORDING 22-123 (01/07)

CITY OF GARDEN GROVE, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS
11222 ACACIA PARKWAY
GARDEN GROVE, CA 92840

DESCR OF WORK - LANDSCAPE/MAINTENANCE

Original Annual Premium	\$	16,769.00		
New Annualized Premium	\$	16,769.00	NO PREMIUM CHANGE	\$ 0.00

Countersigned: By

Paul Weber
Authorized Representative

9/17/12
Date

Date Issued: 09/04/2012

9-20-12

ENDORSEMENT

Forming a part of

Policy Number: CBP 9572743	
Coverage Is Provided In GOLDEN EAGLE INSURANCE CORPORATION	
Named Insured: MASTER LANDSCAPE & MAINTENANCE INC	Agent: ELMCO INSURANCE Agent Code: 4294058 Agent Phone: (714)-973-1436

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS EXTENSION (continued)

Products:

Completed Operations:

22-123 01 07 AMENDMENT OF OTHER INSURANCE CONDITION
- DESIGNATED PERSONS OR ORGANIZATIONS

SCHEDULE

Name and Address of Person Or Organization:
CITY OF GARDEN GROVE, ITS OFFICERS, OFFICIALS,
EMPLOYEES, AGENTS AND VOLUNTEERS
11222 ACACIA PARKWAY
GARDEN GROVE, CA 92840

Description of Premises:

Ongoing Operations:

LANDSCAPE/MAINTENANCE

Products:

17-59CGL (06/94)

INSURED COPY

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS EXTENSION (continued)

Completed Operations:

Date Issued: 09/04/2012

Policy Number: CBP 9572743	
Coverage Is Provided In GOLDEN EAGLE INSURANCE CORPORATION	
Named Insured: MASTER LANDSCAPE & MAINTENANCE INC	Agent: ELMCO INSURANCE Agent Code: 4294058 Agent Phone: (714)-973-1436

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CANCELLATION PROVISIONS

Any term or provision of the Cancellation Conditions of the policy or any endorsement amending or replacing such Conditions is amended by the following:

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the person or organization shown in the Schedule below. In no event will the notice to the person or organization scheduled below exceed the notice to the first named insured.
- B. Our obligation to send notice to the person or organization listed in the Schedule below will terminate at the earlier of the current policy period expiration or when you no longer have a legal or contractual obligation to such person or organization to maintain insurance coverage under a policy which requires that such person or organization be notified in the event of cancellation.

SCHEDULE

1. Name or Person or Organization:

CITY OF GARDEN GROVE, ITS OFFICIALS, EMPLOYEES,
AGENTS AND VOLUNTEERS

2. Mailing Address:

11222 ACACIA PARKWAY
GARDEN GROVE, CA 92840

3. Number Days Advance Notice: 30

All other terms and conditions of this policy remain unchanged.

Handwritten: 9-20-12

Reviewed and approved as to insurance language
and/or requirements.

Neidi May 9-20-12
Risk Management

Master Landscape Maintenance

ENDORSEMENT



Policy Number: BA 9826977	Prior Policy: 9826977
Billing Type: DIRECT BILL	
Coverage Is Provided In GOLDEN EAGLE INSURANCE CORPORATION	
Named Insured and Mailing Address: MASTER LANDSCAPE & MAINTENANCE INC 10171 NORTHAMPTON AVENUE WESTMINSTER CA 92683	Agent: ELMCO INSURANCE 1905 N MAIN ST SANTA ANA CA 92706-2728 Agent Code: 4294058 Agent Phone: (714)-973-1436

POLICY CHANGE ENDORSEMENT

POLICY PERIOD: From: 04/02/2012 To: 04/02/2013 at 12:01 AM Standard Time at your mailing address shown above.

DESCRIPTION OF CHANGE CHANGE EFFECTIVE DATE: 08/27/2012

THE FOLLOWING DESIGNATED INSURED IS ADDED TO THE POLICY PER CA2048 (02/99) ATTACHED:

CITY OF GARDEN GROVE, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS
11222 ACACIA PARKWAY
GARDEN GROVE, CA 92840

Original Annual Premium	\$	18,287.00		
New Annualized Premium	\$	18,287.00	NO PREMIUM CHANGE	\$ 0.00

Countersigned: By *Dave Walsh* Authorized Representative 9/17/12 Date

Date Issued: 08/28/2012

9-20-12

Policy Number: BA 9826977 ✓

Coverage Is Provided In GOLDEN EAGLE INSURANCE CORPORATION

Named Insured:
MASTER LANDSCAPE &
MAINTENANCE INC

Agent:
ELMCO INSURANCE
Agent Code: 4294058 Agent Phone: (714)-973-1436

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 08/27/2012

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):

CITY OF GARDEN GROVE, ITS OFFICERS, EMPLOYEES, AGENTS
AND VOLUNTEERS
11222 ACACIA PARKWAY, GARDEN GROVE, CA 92840

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Faint mirrored text from the reverse side of the page.

9-20-12

Reviewed and approved as to insurance language
and/or requirements.

William Jay 9-20-12
Risk Management
Master Landscape Maintenance

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
 - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
 - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- in f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
 - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
 - (a) an expressed provision of an "insured contract", or written agreement; or
 - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
 - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) the permit has been issued to you.

2. COVERAGE EXTENSIONS

a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

(2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

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

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

or a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

(1) \$50,000

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. Rental Reimbursement Coverage

based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. **Coverage Extension.**

7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, In the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
 - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
 - (1) How, when and where the accident or loss took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to **5.**



We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured g.**, but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

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

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Handwritten signature and date: 2/20/12

Reviewed and approved as to insurance language
and/or requirements.

Heidi M. Gray 9-20-12
Risk Management
Master Landscape maintenance.

POLICY INFORMATION PAGE ENDORSEMENT

Insured:	MASTER LANDSCAPE & MAINTENANCE, INC. (a corp.)	Policy No:	SWC1009170
Policy Period:	4/1/2012 to 4/1/2013	Endorsement No:	5
Carrier Name:	Security National Insurance Company	Endmt Effective:	4/1/2012
		Authorized Rep:	<i>Henry C. Silley</i>

The following item(s)

- | | |
|---|---|
| <input type="checkbox"/> Insured's Name (WC 89 06 01) | <input type="checkbox"/> Item 3.B. Limits (WC 89 06 12) |
| <input type="checkbox"/> Policy Number (WC 89 06 02) | <input type="checkbox"/> Item 3.C. States (WC 89 06 13) |
| <input type="checkbox"/> Effective Date (WC 89 06 03) | <input checked="" type="checkbox"/> Item 3.D. Endorsement Numbers (WC 89 06 14) |
| <input type="checkbox"/> Expiration Date (WC 89 06 04) | <input checked="" type="checkbox"/> Item 4.* Class, Rate, Other (WC 89 04 15) |
| <input type="checkbox"/> Insured's Mailing Address (WC 89 06 05) | <input type="checkbox"/> Interim Adjustment of Premium (WC 89 04 16) |
| <input type="checkbox"/> Experience Modification (WC 89 04 06) | <input type="checkbox"/> Carrier Servicing Office (WC 89 06 17) |
| <input type="checkbox"/> Producer's Name (WC 89 06 07) | <input type="checkbox"/> Interstate/Intrastate Risk ID Number (WC 89 06 18) |
| <input type="checkbox"/> Change in Workplace of Insured (WC 89 06 08) | <input type="checkbox"/> Carrier Number (WC 89 06 19) |
| <input type="checkbox"/> Insured's Legal Status (WC 89 06 10) | <input type="checkbox"/> Issuing Agency/Producer Office Address (WC 89 06 25) |
| <input type="checkbox"/> Item 3.A. States (WC 89 06 11) | |

is changed to read:

Adding specific waiver of subrogation in favor of City of Garden Grove.
 Adding form WC040306

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 0% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

City of Garden Grove

Landscape/Maintenance in different areas in the city.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective 4/1/2012

Policy No. SWC1009170 ✓

Endorsement No. WC040306

Insured MASTER LANDSCAPE & MAINTENANCE, INC. (a corp.)

Premium \$

Insurance Company Security National Insurance Company

Countersigned by

✓ 9-20-12

Reviewed and approved as to insurance language
and/or requirements.

Heidi M. Gray 9-20-12

Risk Management

Master Landscape Maintenance

AWARD OF CONTRACT TO MASTER LANDSCAPE AND MAINTENANCE INC.
FOR LANDSCAPE AND STORM DRAIN MAINTENANCE
(F: 55-Master Landscape and Maintenance Inc.)

Staff report dated September 25, 2012, was introduced.

It was moved by Council Member Nguyen, seconded by Council Member Jones, and carried by unanimous vote that the contract to provide oleander trimming and storm drain maintenance, in the firm fixed price of \$52,133.76 for 3 years, be and hereby is awarded to Master Landscape and Maintenance, Inc., and the City Manager is authorized to execute the Agreement on behalf of the City, and to make minor modifications as necessary thereto.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal
Dept: City Manager
Subject: AWARD OF CONTRACT TO MASTER LANDSCAPE AND MAINTENANCE INC. FOR RFP NO. S-1100 - OLEANDER TRIMMING AND STORM DRAIN MAINTENANCE

From: William E. Murray
Dept: Public Works
Date: September 25, 2012

OBJECTIVE

To recommend that City Council award a contract to Master Landscape and Maintenance Inc. for trimming of the oleander bushes and for storm drain maintenance at various locations in the city of Garden Grove.

BACKGROUND

The City has contracted services for the trimming of the oleander bushes and storm drain maintenance for approximately 30 years. These services include all material, equipment, transportation, traffic control, and labor. The existing contract expired July 1, 2012.

DISCUSSION

RFP No. S-1100 was advertised on June 22, 2012, and re-advertised on June 29, 2012. The proposal was posted on the City's website via the Planet Bids on-line bidding system. A mandatory pre-proposal meeting was held by the Source Selection Committee (SSC) on July 3, 2012, with eight (8) companies in attendance.

Two (2) proposals were received and opened on July 23, 2012. The SSC review scores were completed on August 22, 2012. The analysis below indicates the proposal pricing and the SSC scores:

COMPANY NAME	PROPOSAL PRICING	SSC SCORES
Master Landscape and Maintenance, Inc. Westminster, CA	\$52,133.76	3430
Gardner Tractor Services Stanton, CA	\$217,884.42	2394

Due to the differences in costs in the proposals, the SSC scheduled a meeting with Master Landscape and Maintenance Inc. to discuss their proposal to ensure that they had a clear understanding of the required services. No meeting was required of Gardener Tractor Services as they are the current contractor for the City.

Based on evaluation results, Master Landscape and Maintenance, Inc., rated highest as they demonstrated an understanding of the project, offered a work plan that best fit the needs of the City, and offered pricing that was more competitive.

FINANCIAL IMPACT

The new contract with Master Landscape and Maintenance, Inc. for oleander trimming and storm drain maintenance is \$52,133.76, which is available in the public works budget.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to Master Landscape Maintenance, Inc., for oleander trimming and storm drain maintenance in the firm fixed price amount of \$52,133.76 for the first three years with an option to renew the contract for an additional two years; and
- Authorize the City Manager to execute the Agreement on behalf of the City, and to make minor modifications as necessary thereto.



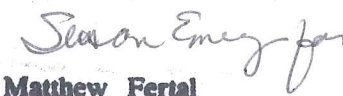
WILLIAM E. MURRAY, P.E.
Public Works Director/City Engineer



By: Richard Gosselin
Public Works Supervisor

Attachment: Agreement

Recommended for Approval



Matthew Ferial
City Manager