AGREEMENT BIBLIOGRAPHY

Agreement With:	Master Landscape and Maintenance, Inc.
Agreement Type:	Trimming of Oleander Bushes and Storm Drain Maintenance at various locations for the City of Garden Grove
Date Approved:	11 25 2014
Start Date:	09 25 2012
End Date:	09 24 2015
Contract Amount:	\$12,000
Comments:	Amendment No. 1 Public Works
Insurance Expiration:	04 02 2015
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.

Bruce A. Broadwater Mayor

Dina Nguyen Mayor Pro Tem

Steven R. Jones Council Member

Christopher V. Phan Council Member

> Kris Beard Council Member

December 2, 2014

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

Enclosed is a copy of Amendment No. 1 to 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.

Sincerely,

Kathleen Bailor, CMC City Clerk

By:

Teresa Pomeroy, CMC

Deputy City Clerk

Enclosure

c: Finance Department

Finance Department/Purchasing

Public Works

City of Garden Grove

AMENDMENT NO. 1

FOR: 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.

This Amendment No. 1 to Contract is made and entered into this day of Mountain, 2014, by and between the City of Garden Grove, hereinafter referred to as the "CITY", and Master Landscape and Maintenance, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. 150033 effective September 25, 2012, and;

WHEREAS, Contractor and CITY desire to amend the Existing Contract as provided herein.

Now, therefore, it is mutually agreed, by and between the parties as follows:

Section 3.1, Compensation, shall be revised as follows:

The contract Amount is hereby increased from \$52,133.76 to a new Not to Exceed Amount of \$64,133.76 this is an increase of \$12,000.00 to allow for unforeseen costs through the initial term of the agreement.

Section 4.0. INSURANCE - shall be revised as follows:

- 4.1 <u>COMMENCEMENT OF WORK</u>. CONTRACTOR shall not commence work under this Agreement until all 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.
- 4.2 <u>WORKERS COMPENSATION INSURANCE</u>. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 <u>INSURANCE AMOUNTS</u>. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (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.

(b) Automobile liability in an amount of \$1,000,000.00 combined single limit (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 **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's 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 4.3 (b) shall designate CITY, it's 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.

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

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

Except as expressly amended hereby, the Existing Contract remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

ATTESTED: Kathleen Bailor City Clerk	"CITY" CITY OF GARDEN GROVE By: City Manager
Date: <u> </u>	"CONTRACTOR" Master Landscape and Maintenance, Inc., By: Name: LOBELT WHITECOTTON Title: PLEMINANT Date: MW. 3, 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:
June H Sept For
Garden Grove City Attorney
11-13-14
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/03/2014

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.

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 CONTACT ELMCO INSURANCE, INC. NAME: ELMCO INSURANCE, INC. Erin Walsh (A/C, No, Ext): (714) 973-1436 E-MAIL (714) 973-0811 eringelmco insurance 1905 N. MAIN STREET www.elmcoinsurance.com ADDRESS: SANTA ANA CA 92706-2779 INSURER(S) AFFORDING COVERAGE NAIC # Vennifere elm coins wance Agency Lic#: 0509747 INSURER A : GOLDEN EAGLE INSURANCE CORPORATION 10836 MASTER LANDSCAPE AND MAINTENANCE, INC. INSURER B : GOLDEN EAGLE INSURANCE CORPORATION 10836 **10171 NORTHAMPTON AVENUE** INSURER C : SECURITY NATIONAL INS. CO./ AMTRUST **WESTMINSTER, CA 92683-7558** INSURER D: INSURER E INSURER F **CERTIFICATE NUMBER: 52532 COVERAGES 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. ADD'L SUBR INSR WVD POLICY EFF (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER LIMITS GENERAL LIABILITY CBP9572743 04/02/14 04/02/15 EACH OCCURRENCE 1,000,000 A S DAMAGE TO RENTED X COMMERCIAL GENERAL LIABILITY 100,000 \$ PREMISES (Ea occurence) CLAIMS-MADE X OCCUR MED. EXP (Any one person) \$ 5,000 1,000,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG 2,000,000 \$ PRO-X POLICY LOC \$ JECT COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY BA9826977 04/02/14 04/02/15 1,000,000 B ANY AUTO BODILY INJURY (Per person) \$ SCHEDULED ALL OWNED BODILY INJURY (Per accident) X \$ AUTOS AUTOS NON-OWNED PROPERTY DAMAGE X HIRED AUTOS X \$ AUTOS (per accident) S OCCUR EACH OCCURRENCE UMBRELLA LIAB \$ CLAIMS-MADE AGGREGATE \$ EXCESS LIAB RETENTION \$ DED \$ WC STATU-ОТН X TORY LIMITS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY SWC1043253 04/01/14 04/01/15 \$ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT 1,000,000 \$ N/A E.L. DISEASE-EA EMPLOYEE 1,000,000 \$ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE-POLICY LIMIT 1,000,000 OTHER BUSINESS PERSONAL PROP. CBP9572743 04/02/14 04/02/15 **BPP LIMIT: \$10,821** SPECIAL: RC: 90% COINSURANCE **DEDUCTIBLE \$500** DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) SEE SUPPLEMENTAL CERTIFICATE INFORMATION Reviewed and approved as to insurance language and/or requirements Management CERTIFICATE HOLDER CANCELLATION CITY OF GARDEN GROVE SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN 11222 ACACIA PARKWAY ACCORDANCE WITH THE POLICY PROVISIONS. **GARDEN GROVE, CA 92840** AUTHORIZED REPRESENTATIVE Fruin C. walst Attention:

Erin Walsh

SUPPLEMENT TO CERTIFICATE OF LIABILITY INS #52532

DATE NOV 3 2014

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.

Policy Number: CBP9572743

Coverage Is Provided In GOLDEN EAGLE INSURANCE CORPORATION

Named Insured:

Agent:

MASTER LANDSCAPE &

ELMCO INSURANCE

MAINTENANCE INC

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 OR GENERAL INSURED | Insurance | Insura

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 RE: VARIOUS LOCATIONS THROUGHOUT THE CITY OF GARDEN GROVE

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.

© ISO Properties, Inc., 2004

9572743

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:

VARIOUS LOCATIONS THROUGHOUT THE CITY OF GARDEN GROVE LANDSCAPE/MAINTENANCE

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

and/or requirements.

approved as to insurance langua

© ISO Properties, Inc., 2004

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
- 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

Reviewed and approved as to insurance language

and/or requirements.

isk Management

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22-123 (01/07)

04/02/2014

INSURED COPY

Ongo	ing Operations:
Prodi	ucts:
Comp	pleted Operations:
(If no entr applicable	y appears above, information required to complete this endorsement will be shown in the Declarations as to this endorsement.)

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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).

approved as to insurance language

Management

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04/02/2014

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.

Reviewed and approved as to insurance language

and/or requirements.

Risk Management

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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: 04/02/2014

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

NEUSXJSG2003

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

approved as to insurance language