

AGREEMENT BIBLIOGRAPHY

Agreement With:	Master Landscape and Maintenance, Inc.
Agreement Type:	Trimming of oleander bushes and storm drain maintenance at various locations
Date Approved:	08 01 2016
Start Date:	09 25 2016
End Date:	09 24 2017
Contract Amount:	\$17,377.92
Comments	Amendment No. 3 Public Works
Insurance Expiration:	04 02 2017
Date Archived:	ARCHIVED 08/23/2016



**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.*

Bao Nguyen
Mayor

Steven R. Jones
Mayor Pro Tem

Christopher V. Phan
Council Member

Phat Bui
Council Member

Kris Beard
Council Member

August 1, 2016

Master Landscape and Maintenance, Inc.
14600 Goldenwest Street Suite A210
Westminster, CA 92683-5232

Enclosed is a copy of Amendment No. 3 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. 3

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. 3 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 is made and entered into this 1st day of August 2016, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "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**.

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 1: Term and Termination, shall be revised as follows:

The CITY hereby extends the performance period from September 25, 2016 to September 24, 2017.

Section 3: Compensation - shall be revised as follows:

The contract Price is hereby increased from \$81,511.68 to a new Firm Fixed Price of \$98,889.60. This is an increase of \$17,377.92 to cover the second option year.

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. 3 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: 8/1/16

"CITY"
CITY OF GARDEN GROVE

By: [Signature]
City Manager

ATTESTED:

[Signature]
City Clerk

Date: August 1, 2016

"CONTRACTOR"
Master Landscape and Maintenance, Inc.

By: [Signature]

Name: ROBERT WHITECOTTON

Title: PRESIDENT

Date: 7/27/16

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:

[Signature]
Garden Grove City Attorney

7-29-16
Date

SUPPLEMENT TO CERTIFICATE OF LIABILITY INS # 55734

DATE
APR 1 2016

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES

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 PER ATTACHED ENDORSEMENT CG88830412. 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 PER ATTACHED ENDORSEMENT CA2048 0299.

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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

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

CITY OF GARDEN GROVE, ITS OFFICERS,
OFFICIALS, EMPLOYEES, AGENTS
11222 ACACIA PARKWAY

GARDEN GROVE, CA 92840

Location And Description Of Completed Operations

CITY OF GARDEN GROVE, ITS OFFICERS,

11222 ACACIA PARKWAY

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" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these 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:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

Heidi M. Jay
Risk Management
7-28-16



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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

SCHEDULE

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

CITY OF GARDEN GROVE, ITS OFFICERS,
OFFICIALS, EMPLOYEES, AGENTS

Address

11222 ACACIA PARKWAY

City State Zip

GARDEN GROVE, CA 92840

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

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 Paragraph a. Primary Insurance of Condition 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 have agreed in a written contract that this insurance is primary and non-contributory; and
- (2) The "bodily injury", "property damage" or "personal and advertising injury" is:
 - a. Committed subsequent to the execution of such contract; and
 - b. This policy covers the "bodily injury", "property damage" or "personal and advertising injury".

B. For the purposes of this endorsement the following is added to Section V - Definitions :

"Person's or organization's own insurance" means general liability coverage for damages for which the person or organization shown in the Schedule of this endorsement is designated as a Named Insured.

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

Heidi M. Jay
Risk Management
7-28-16

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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DESIGNATED INSURED ENDORSEMENT

The 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 the 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	Policy Number
Named Insured	Countersigned by

(Authorized Representative)

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 this endorsement.)

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.

Reviewed and approved as to insurance language
 and/or requirements.
Nedim M. Jay
 Risk Management
 7-28-16

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):

CITY OF GARDEN GROVE, ITS OFFICERS,
OFFICIALS, EMPLOYEES, AGENTS
11222 ACACIA PARKWAY

GARDEN GROVE, CA 92840

Location(s) Of Covered Operations

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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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.

Neida M. Jay
Risk Management
7-28-16

C. With respect to the insurance afforded to these 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:

1. Required by the contract or agreement;
or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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General Endorsement

POLICY NUMBER
BKO (17) 56 44 18 59
Policy Period:
From 04/02/2016 To 04/02/2017
*12:01 am Standard Time
at Insured Mailing Location*

This Endorsement Changes The Policy. Please Read it Carefully.

The additional insured name should be read as follows

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

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To report a claim, call your Agent or 1-800-362-0000

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General Endorsement

POLICY NUMBER
BKO (17) 56 44 18 59
Policy Period:
From 04/02/2016 To 04/02/2017
*12:01 am Standard Time
at Insured Mailing Location*

To report a claim, call your Agent or 1-800-362-0000

CG 70 02 01 01

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

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.

The following is added to Paragraph 8. **Transfer
Of Rights Of Recovery Against Others To Us** of
Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above 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 above.

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

Heidi M. Jay
Risk Management
7-28-16

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