

AWARD OF CONTRACT FOR RFP NO. S-1221 TO MASTER LANDSCAPE AND MAINTENANCE INC., FOR OLEANDER TRIMMING AND STORM DRAIN MAINTENANCE
(F: 55-Master Landscape and Maintenance, Inc.)

It was moved by Mayor Jones, seconded by Council Member O'Neill that:

A contract be awarded to Master Landscape Maintenance, Inc., in the firm fixed amount of \$68,425.92 for the first three years with options to renew the contract for two additional years;

The City Manager be authorized to execute the agreement on behalf of the City, and make minor modifications as appropriate thereto; and

The City Manager or his authorized designee be authorized to sign amendments to the agreement including the authorization to enter into option years, providing sufficient funds are available.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None



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.*

Steven R. Jones
Mayor

Phat Bui
Mayor Pro Tem - District 4

Kris Beard
Council Member - District 1

John R. O'Neill
Council Member - District 2

Thu-Ha Nguyen
Council Member - District 3

Stephanie Klopfenstein
Council Member - District 5

Kim Bernice Nguyen
Council Member - District 6

October 26, 2017

Master Landscape and Maintenance, Inc.
14600 Goldenwest Street, Suite 210
Westminster, CA 92683


Attention: Robert Whitecotton

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 October 24, 2017.

Sincerely,

Teresa Pomeroy, CMC
City Clerk

By: 
Liz Vasquez
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Public Works Department

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 26 day of October, 2017, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Master Landscape & 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 October 24, 2017.
2. CITY desires to utilize the services of CONTRACTOR 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 Contractors Proposal which is attached as Attachment B 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 Scope of Work which is attached as Attachment A, and is incorporated herein by reference. The Scope of Work and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** AMOUNT. Total Compensation under this agreement shall not exceed (NTE) amount of Sixty Eight Thousand Four Hundred Twenty Five Dollars and 92/100 (\$68,425.92), for the first three years, payable in arrears and in accordance with the Contractor's Proposal (Attachment B). All work shall be in accordance with RFP No. S-1221.

- 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 the Contractor's Proposal (Attachment B).
- 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 until all certificates and endorsements have been received and approved by the CITY. All liability insurance required by this Agreement shall not be cancelled until 30 days advance notice has been provided to the CITY, 10 day notice shall be provided for cancellation due to non-payment of premium.
- 4.2 **WORKERS COMPENSATION INSURANCE.** 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 **INSURANCE AMOUNTS.** 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) and 4.3 (c) 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, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its 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.

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 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. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement

constitutes public works subject to the prevailing wage requirements.

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 & Maintenance, Inc.
Attention: Robert Whitecotton,
14600 Goldenwest Street, Suite 210
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. **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.

17. **Prevailing Wages.** The CITY has been advised that the Prevailing Wages Law applies to the work. CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY. CONTRACTOR shall be responsible for CONTRACTOR's compliance in all respects with the Prevailing Wage Law, including the payment of 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. CONTRACTOR shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3) and shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a)(2). Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. The CITY shall be a third party beneficiary of the forgoing covenant with rights to enforce the same as against the CONTRACTOR.
18. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

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

Date: 10/26/17

"CITY"
CITY OF GARDEN GROVE

By: [Signature]
City Manager

ATTESTED:

[Signature]
City Clerk

Date: 10/26/17

"CONTRACTOR"
Master Landscape & Maintenance, Inc.

By: [Signature]

Name: Robert Whitecotton

Title: President

Date: 9/19/17

Tax ID No. 92-0178322

DIR Reg# 1000018806

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

9-25-17



**SPECIFICATIONS/SCOPE OF WORK
RFP S-1221**

**ATTACHMENT "A"
TRIMMING OF OLEANDER BUSHES**

(PART A)

**CITY OF GARDEN GROVE
RFP S-1221**

- I. It is the Intent of the City of Garden Grove to enter into a multi-year contract for Oleander shrub trimming services. The prices quoted with the proposal shall be in effect for a period of three years. This contract will be subject to review and extension after the period of three years. At the City's option, this contract may be extended for an additional two years if it is in the best interest of the City. It is the intent of the City to renew this contract for successive years without any cost increase. However, the Contractor or the City may request a price escalation adjustment (price increase/decrease) in writing sixty (60) days prior to the contract renewal date.

A request for price increase/decrease shall be calculated upon United States Department of Labor, Bureau of Labor Statistics Consumer Price Index, Subgroup "all Items" entitled "Consumer Price Index, Los Angeles-Long Beach-Anaheim average."

- II. For general information as required, call (714) 741-5384, Streets Division.
- III. Type of Work: Provide complete trimming and debris pickup of Oleander bushes.
- IV. Awarding of the contract shall be contingent upon inspection of type and condition of equipment to be used to meet specifications.
- V. 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 flail 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 City supervisor's direction. Top growth down to 10 feet from top of curb level.

2.

- a. Chapman - Knott to Valley View N/S 7,800 Ln. Ft.
- b. Chapman - Knott to Valley View S/S 6,980 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 City supervisor's direction. Top growth down to 8 feet from top of curb level.

3.

- a. Garden Grove Blvd. - Shackelford to Gilbert 3,200 Ln. Ft.
- b. Garden Grove Boulevard at Casa Linda 55 Ln. Ft. section of Oleanders shall be 30 inches in height.
- c. West end of Oleanders 153 Lt. Ft. section shall be 30 inches in height.
- d. Katella Avenue - Fay to Stratford 800 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 800 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.

VI. All work shall begin on the date and time determined by the Trees Division Supervisor or his duly appointed representative and completed within 15 working days of the starting date.

VII. 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 three (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.
7. Storm Water Protection: Trimming activity Best Management shall be adhered to all times. Trimming work activity shall be in compliance with the **City of Garden Grove Local Implementation Plan (LIP)**, Adoption storm water quality municipal codes and ordinances. ***This document is posted on the City's Planet Bid website as a separate document.***

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 Trees Division Supervisor.

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 Clean 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.**

VIII. 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 Trees Division Supervisor.
- 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 Trees Division Supervisor or his duly appointed representative.
- E. The Contractor shall notify the Parks Supervisor 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 Trees Division Supervisor

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 Trees Division Supervisor 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.

IX. VARIATION IN QUANTITY

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

X. INSPECTION

When work is completed and ready for final inspection, the Contractor shall so notify the Trees Division Supervisor. As soon as possible thereafter, the Trees Division Supervisor 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.

XI. 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 Trees Division Supervisor or his duly appointed representative.

XII. OTHER CONTRACTOR REQUIREMENTS

- A. The Contractor Must Provide proof of a valid C-27 Landscaping Contractor License and be in good standing.**
- B. The Contractor must provide proof of registration with the Department of Industrial Relations (DIR) for the company as well as all sub-contractors listed.**
- C. Contractor must have a minimum of five (5) years of experience performing the same type of work.**

**PROPOSAL
(ATTACHMENT B)
PART A-OLEANDER TRIMMING**

THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CA 92840

TO: THE HONORABLE MAYOR AND CITY COUNCIL

Gentlemen:

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.

D. Designated locations of Oleander trimming to be bid on:

1. Brady Way - S/O Stanford	840 Ln. Ft.
2. Chapman - Knott to Valley View N/S	7,800 Ln. Ft.
3. Chapman - Knott to Valley View S/S	6,980 Ln. Ft.
4. Garden Grove Blvd. - Shackelford to Gilbert	3,200 Ln. Ft.
5. Katella Avenue - Fay to Stratford	880 Ln. Ft.
6. Roan Road Banner to Percheron Road	650 Ln. Ft.
7. Springdale - N/O Chapman	640 Ln. Ft.
8. Springdale - S/O Chapman	640 Ln. Ft.

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

1. Mechanical Mowing/Cleanup and Misc. Trimming

(a) Brady Way - S/O Stanford	<u>627.43</u>
(b) Chapman - Knott to Valley View N/S	<u>3272.23</u>
(c) Chapman - Knott to Valley View S/S	<u>2960.63</u>
(d) Garden Grove Blvd. - Shackelford to Gilbert	<u>1524.23</u>
(e) Katella Avenue - Fay to Stratford	<u>642.63</u>
(f) Roan Road Banner to Percheron Road	<u>555.23</u>
(g) Springdale - N/O Chapman	<u>551.43</u>
(h) Springdale - S/O Chapman	<u>551.43</u>

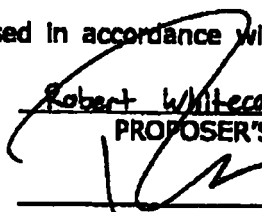
2. TOTAL proposal price for mechanical mowing, traffic control, cleanup and miscellaneous trimming

40,685.24

(Prevailing Wages do apply to this contract.)

It is understood and agreed that:

- F. No proposal will be accepted unless authorized representatives of proposing organizations attend a pre-proposal conference at the stated time and location: 2:00 P.M. on Thursday, August 3, 2017 at the Garden Grove Municipal Service Center, Training Room, 13802 Newhope St, Garden Grove, CA.
- G. 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.
- H. No verbal agreement or conversation with any officer, agent or employee of the City either before or after the execution of the agreement, shall affect or modify any of the terms or obligations of this proposal.
- I. The City will not be responsible for any errors or omissions on the part of the undersigned in making up his proposal, nor will proposers be released on account of errors.
- J. The undersigned hereby certifies that this proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from proposing, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other proposer.
- K. The Undersigned is licensed in accordance with the Laws of the State of California.

Robert Whitecatton
PROPOSER'S NAME (PRINTED)

AUTHORIZED SIGNATURE

DATE: 8/21/17

Corporation
TYPE OF ORGANIZATION: INDIVIDUAL,
PARTNERSHIP OR CORPORATION

EMAIL ADDRESS:
info@masterlandscape.com

14600 Goldenwest St. #210, Westminster, CA 92683
ADDRESS

(714) 531-0549
TELEPHONE

DIR REG#
1000018806

C-27 830979
STATE OF CALIFORNIA CONTRACTOR
LICENSE NUMBER

**PROPOSAL
(ATTACHMENT B)
PART B-STORM DRAIN MAINTENANCE**

THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CA 92840

TO: THE HONORABLE MAYOR AND CITY COUNCIL

The undersigned having carefully examined the Plans and Specifications for Storm Drain Channel Maintenance and Cleanup, HEREBY PROPSE 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:

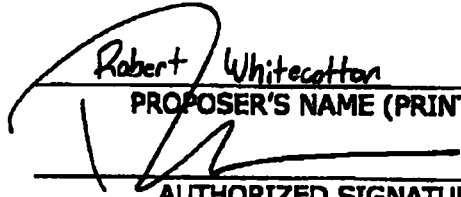
	LOCATION		COST
1.	Valley View	1.39 miles	\$ <u>3363.49</u>
2.	Belgrave	1.75 miles	\$ <u>4,089.25</u>
3.	Emerald	0.50 miles	\$ <u>1,569.25</u>
4.	Trask	0.26 miles	\$ <u>1,048.32</u>
5.	Shannon	0.74 miles	\$ <u>2,053.09</u>
Total Bid Amount			\$ <u>12,123.40</u>

(Prevailing Wages do apply to this contract.)

It is understood and agreed that:

- O. No proposal will be accepted unless authorized representatives of proposing organizations attend a pre-proposal conference at the stated time and location:
Garden Grove Municipal Service Center, Training Room
- 2:00P.M. Thursday, August 3, 2017 13302 Newhope Street, Garden Grove, CA.*
- P. 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.
- Q. No verbal agreement or conversation with any officer, agent or employee of the City either before or after the execution of the agreement shall affect or modify any of the terms or obligations of this proposal.

- R. The City will not be responsible for any errors or omissions on the part of the undersigned in making up his proposal, nor will proposers be released on account of errors.
- S. The undersigned hereby certifies that this proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other proposer to put in a sham proposal or any other person, firm or corporation to refrain from proposing, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other proposer.
- T. The Undersigned is licensed in accordance with the Laws of the State of California.

Robert Whitecotton
 PROPOSER'S NAME (PRINTED)

 AUTHORIZED SIGNATURE

DATE: 8/21/17

Corporation
 TYPE OF ORGANIZATION: INDIVIDUAL,
 PARTNERSHIP OR CORPORATION

EMAIL ADDRESS
info@masterlandscapemaintenance.com

14600 Goldenwest St. #210, Westminster, CA 92683
 ADDRESS

(714) 531-0549
 TELEPHONE

DIR REG#
100018806

C-27 830979
 STATE OF CALIFORNIA CONTRACTOR
 LICENSE NUMBER





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/03/2017

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

Jamie Richardson

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**

Jamie@elmcoinsurance.com Agency Lic#: 0509747
INSURED
MASTER LANDSCAPE & MAINTENANCE, INC.
14600 GOLDENWEST ST. # 210
WESTMINSTER, CA 92683

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : THE OHIO CASUALTY INSURANCE COMPANY	24074 <i>A, XV</i>
INSURER B : AMERICAN FIRE AND CASUALTY COMPANY	24066 <i>A, XV</i>
INSURER C : WESCO INSURANCE CO./AMTRUST	25011 <i>A, XV</i>
INSURER D:	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 57878** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKO(18)56441859	04/02/17	04/02/18	EACH OCCURRENCE \$ 1,000,00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,00 MED. EXP (Any one person) \$ 15,00 PERSONAL & ADV INJURY \$ 1,000,00 GENERAL AGGREGATE \$ 2,000,00 PRODUCTS - COMP/OP AGG \$ 2,000,00
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAA(18)56441859	04/02/17	04/02/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	WWC3274956	04/01/17	04/01/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,00 E.L. DISEASE-EA EMPLOYEE \$ 1,000,00 E.L. DISEASE-POLICY LIMIT \$ 1,000,00
A	OTHER BUSINESS PERSONAL PROP. SPECIAL; RC; 90% COINSURANCE			BKO(18)56441859	04/02/17	04/02/18	BPP LIMIT: \$11,479 DEDUCTIBLE \$50

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

Reviewed and approved as to insurance language and requirements.
Heidi M. Jay
Risk Management
9/28/17

CERTIFICATE HOLDER
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CA 92840

Attention:

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE
Erin C. Walsh
Erin Walsh

SUPPLEMENT TO CERTIFICATE OF LIABILITY INS # 57878

DATE
APR 3 2017

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.

General Endorsement

POLICY NUMBER
BKO (18) 56 44 18 59

Policy Period:
From 04/02/2017 To 04/02/2018
*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

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

CG 70 02 01 01

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9-22-17

General Endorsement

POLICY NUMBER
BKO (18) 56 44 18 59

Policy Period:
From 04/02/2017 To 04/02/2018
*12:01 am Standard Time
at Insured Mailing Location*

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

CG 70 02 01 01

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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.

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

Neida M. Jay
Risk Management
9-28-17

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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:

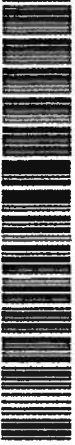
1. Required by the contract or agreement;
or
2. Available under the applicable Limits of Insurance shown in the Declarations;

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 (18) 56 44 18 59

Policy Period:
From 04/02/2017 To 04/02/2018
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

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

CG 70 02 01 01

Page 1 of 2

General Endorsement

POLICY NUMBER
BK0 (18) 56 44 18 59

Policy Period:
From 04/02/2017 To 04/02/2018
*12:01 am Standard Time
at Insured Mailing Location*

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

CG 70 02 01 01

Page 2 of 2

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
9-28-17



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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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Only those parties required to be named as an Additional Insured in a written contract with the Named Insured under this policy, entered into prior to loss or "occurrence".	ALL
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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".

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

Neidra M. Jay
Risk Management
9-28-17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CA 20 48 02 99

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.
Heidi M. Jagg
 Risk Management
 9-28-17

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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 organi-
zation shown in the Schedule above.

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

Heidi M. Jay
Risk Management
9-28-17

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City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: William E. Murray
 Dept.: City Manager Dept.: Public Works
 Subject: Award of contract for RFP No. S-1221 to Master Landscape and Maintenance Inc., for oleander trimming and storm drain maintenance. (Cost: \$68,425.92) (*Action Item*) Date: 10/24/2017

OBJECTIVE

To request that the City Council award a contract to Master Landscape and Maintenance Inc., to provide all material, equipment, transportation, traffic control, and labor for trimming of the oleander bushes and storm drain maintenance.

BACKGROUND

RFP No. S-1221 was advertised on July 19, 2017, and re-advertised on July 26, 2017. The proposal document was posted on the City’s website via the Planet Bids on-line bidding system. A mandatory pre-proposal meeting was held on August 3, 2017, with six (6) companies in attendance.

DISCUSSION

Two (2) proposals were received and opened on August 21, 2017. The Source Selection Committee (SSC) review scores were completed on August 21, 2017, and the SSC unanimously voted to recommend the highest scoring proposer, Master Landscape Maintenance, Inc. The analysis below indicates the proposal pricing and the SSC scores:

COMPANY NAME	TOTAL AMOUNT OF RATES COMBINED	FINAL SSC SCORES
Master Landscape and Maintenance Inc. Westminster, CA	\$68,425.92	2580
S.C. Yamamoto, Inc.	\$71,940.00	2220

La Habra, CA

FINANCIAL IMPACT

The new contract for oleander trimming and storm drain maintenance is \$68,425.92, which is available in the Public Works budget.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to Master Landscape Maintenance Inc., in the firm fixed amount of \$68,425.92 for the first three years with options to renew the contract for two additional years;
- Authorize the City Manager to execute the agreement on behalf of the City and make minor modifications as appropriate thereto; and
- Authorize the City Manager or authorized designee to sign amendments to the agreement including the authorization to enter into the option years, providing sufficient funds are available.

By: Richard Gosselin
Public Works Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
Contract	10/16/2017	Backup Material	DOC-20171016-10_59_54.pdf

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2017, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Master Landscape & 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 _____.
2. CITY desires to utilize the services of CONTRACTOR 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 Contractors Proposal which is attached as Attachment B 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 Scope of Work which is attached as Attachment A, and is incorporated herein by reference. The Scope of Work and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** AMOUNT. Total Compensation under this agreement shall not exceed (NTE) amount of Sixty Eight Thousand Four Hundred Twenty Five Dollars and 92/100 (\$68,425.92), for the first three years, payable in arrears and in accordance with the Contractor's Proposal (Attachment B). All work shall be in accordance with RFP No. S-1221.

- 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 the Contractor's Proposal (Attachment B).
- 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 until all certificates and endorsements have been received and approved by the CITY. All liability insurance required by this Agreement shall not be cancelled until 30 days advance notice has been provided to the CITY, 10 day notice shall be provided for cancellation due to non-payment of premium.
- 4.2 **WORKERS COMPENSATION INSURANCE.** 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 **INSURANCE AMOUNTS.** 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) and 4.3 (c) 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, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its 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.

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 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. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement

constitutes public works subject to the prevailing wage requirements.

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 & Maintenance, Inc.
Attention: Robert Whitecotton,
14600 Goldenwest Street, Suite 210
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. **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.

17. **Prevailing Wages.** The CITY has been advised that the Prevailing Wage Law applies to the work. CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY. CONTRACTOR shall be responsible for CONTRACTOR's compliance in all respects with the Prevailing Wage Law, including the payment of 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. CONTRACTOR shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3) and shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a)(2). Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. The CITY shall be a third party beneficiary of the forgoing covenant with rights to enforce the same as against the CONTRACTOR.
18. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
Master Landscape & Maintenance, Inc.

By: _____

Name: Robert Whitecotton

Title: President

Date: 9/19/17

Tax ID No. 92-0178322

DIR Reg# 1000018806

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:

Omar Sandora
Garden Grove City Attorney

9-25-17

**SPECIFICATIONS/SCOPE OF WORK
RFP S-1221**

**ATTACHMENT "A"
TRIMMING OF OLEANDER BUSHES**

(PART A)

**CITY OF GARDEN GROVE
RFP S-1221**

- I. It is the Intent of the City of Garden Grove to enter into a multi-year contract for Oleander shrub trimming services. The prices quoted with the proposal shall be in effect for a period of three years. This contract will be subject to review and extension after the period of three years. At the City's option, this contract may be extended for an additional two years if it is in the best interest of the City. It is the intent of the City to renew this contract for successive years without any cost increase. However, the Contractor or the City may request a price escalation adjustment (price increase/decrease) in writing sixty (60) days prior to the contract renewal date.

A request for price increase/decrease shall be calculated upon United States Department of Labor, Bureau of Labor Statistics Consumer Price Index, Subgroup "all items" entitled "Consumer Price Index, Los Angeles-Long Beach-Anaheim average."

- II. For general information as required, call (714) 741-5384, Streets Division.
- III. Type of Work: Provide complete trimming and debris pickup of Oleander bushes.
- IV. Awarding of the contract shall be contingent upon inspection of type and condition of equipment to be used to meet specifications.
- V. 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 - fall slope mower with sharp dropped forged fall 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 City supervisor's direction. Top growth down to 10 feet from top of curb level.

2.

- a. Chapman - Knott to Valley View N/S 7,800 Ln. Ft.
- b. Chapman - Knott to Valley View S/S 6,980 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 City supervisor's direction. Top growth down to 8 feet from top of curb level.

3.

- a. Garden Grove Blvd. - Shackelford to Gilbert 3,200 Ln. Ft.
- b. Garden Grove Boulevard at Casa Linda 55 Ln. Ft. section of Oleanders shall be 30 inches in height.
- c. West end of Oleanders 153 Lt. Ft. section shall be 30 inches in height.
- d. Katella Avenue - Fay to Stratford 800 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 800 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.

VI. All work shall begin on the date and time determined by the Trees Division Supervisor or his duly appointed representative and completed within 15 working days of the starting date.

VII. 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 three (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.
7. Storm Water Protection: Trimming activity Best Management shall be adhered to all times. Trimming work activity shall be in compliance with the **City of Garden Grove Local Implementation Plan (LIP)**, Adoption storm water quality municipal codes and ordinances. ***This document is posted on the City's Planet Bid website as a separate document.***

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 Trees Division Supervisor.

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 Clean 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.**

VIII. 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 Trees Division Supervisor.
- 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 Trees Division Supervisor or his duly appointed representative.
- E. **The Contractor shall notify the Parks Supervisor 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 Trees Division Supervisor**

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 Trees Division Supervisor 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.

IX. VARIATION IN QUANTITY

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

X. INSPECTION

When work is completed and ready for final inspection, the Contractor shall so notify the Trees Division Supervisor. As soon as possible thereafter, the Trees Division Supervisor 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.

XI. 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 Trees Division Supervisor or his duly appointed representative.

XII. OTHER CONTRACTOR REQUIREMENTS

- A. The Contractor Must Provide proof of a valid C-27 Landscaping Contractor License and be in good standing.**
- B. The Contractor must provide proof of registration with the Department of Industrial Relations (DIR) for the company as well as all sub-contractors listed.**
- C. Contractor must have a minimum of five (5) years of experience performing the same type of work.**

**PROPOSAL
(ATTACHMENT B)
PART A-OLEANDER TRIMMING**

THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CA 92840

TO: THE HONORABLE MAYOR AND CITY COUNCIL

Gentlemen:

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.

D. Designated locations of Oleander trimming to be bid on:

1. Brady Way - S/O Stanford	840 Ln. Ft.
2. Chapman - Knott to Valley View N/S	7,800 Ln. Ft.
3. Chapman - Knott to Valley View S/S	6,980 Ln. Ft.
4. Garden Grove Blvd. - Shackelford to Gilbert	3,200 Ln. Ft.
5. Katella Avenue - Fay to Stratford	880 Ln. Ft.
6. Roan Road Banner to Percheron Road	650 Ln. Ft.
7. Springdale - N/O Chapman	640 Ln. Ft.
8. Springdale - S/O Chapman	640 Ln. Ft.

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

1. Mechanical Mowing/Cleanup and Misc. Trimming

(a) Brady Way - S/O Stanford	<u>627.43</u>
(b) Chapman - Knott to Valley View N/S	<u>3272.23</u>
(c) Chapman - Knott to Valley View S/S	<u>2960.63</u>
(d) Garden Grove Blvd. - Shackelford to Gilbert	<u>1524.23</u>
(e) Katella Avenue - Fay to Stratford	<u>642.63</u>
(f) Roan Road Banner to Percheron Road	<u>555.23</u>
(g) Springdale - N/O Chapman	<u>531.43</u>
(h) Springdale - S/O Chapman	<u>551.43</u>

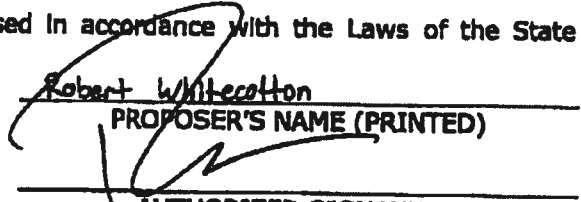
2. TOTAL proposal price for mechanical mowing, traffic control, cleanup and miscellaneous trimming

40,685.24

(Prevailing Wages do apply to this contract.)

It is understood and agreed that:

- F. No proposal will be accepted unless authorized representatives of proposing organizations attend a pre-proposal conference at the stated time and location: 2:00 P.M. on Thursday, August 3, 2017 at the Garden Grove Municipal Service Center, Training Room, 13802 Newhope St, Garden Grove, CA.
- G. 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.
- H. No verbal agreement or conversation with any officer, agent or employee of the City either before or after the execution of the agreement, shall affect or modify any of the terms or obligations of this proposal.
- I. The City will not be responsible for any errors or omissions on the part of the undersigned in making up his proposal, nor will proposers be released on account of errors.
- J. The undersigned hereby certifies that this proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from proposing, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other proposer.
- K. The Undersigned is licensed in accordance with the Laws of the State of California.

Robert Whitecatton
PROPOSER'S NAME (PRINTED)

AUTHORIZED SIGNATURE

DATE: 8/21/17

Corporation
TYPE OF ORGANIZATION: INDIVIDUAL,
PARTNERSHIP OR CORPORATION

EMAIL ADDRESS:
info@masterlandscape.com

14600 Goldenwest St. #210, Westminster, CA 92683
ADDRESS

(714) 531-0549
TELEPHONE

DIR REG#
1000018806

C-27 830979
STATE OF CALIFORNIA CONTRACTOR
LICENSE NUMBER

**PROPOSAL
(ATTACHMENT B)
PART B-STORM DRAIN MAINTENANCE**

THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CA 92840

TO: THE HONORABLE MAYOR AND CITY COUNCIL

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:

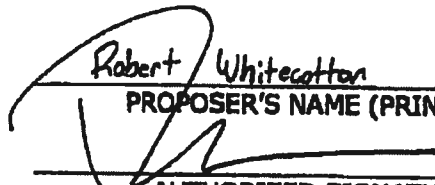
	LOCATION		COST
1.	Valley View	1.39 miles	\$ <u>3363.49</u>
2.	Belgrave	1.75 miles	\$ <u>4,089.25</u>
3.	Emerald	0.50 miles	\$ <u>1,569.25</u>
4.	Trask	0.26 miles	\$ <u>1,048.32</u>
5.	Shannon	0.74 miles	\$ <u>2,053.09</u>
	Total Bid Amount		\$ <u>12,123.40</u>

(Prevailing Wages do apply to this contract.)

It is understood and agreed that:

- O. No proposal will be accepted unless authorized representatives of proposing organizations attend a pre-proposal conference at the stated time and location:
Garden Grove Municipal Service Center, Training Room
2:00 P.M. Thursday, August 3, 2017 13802 Newhope Street, Garden Grove, CA.
- P. 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.
- Q. No verbal agreement or conversation with any officer, agent or employee of the City either before or after the execution of the agreement shall affect or modify any of the terms or obligations of this proposal.

- R. The City will not be responsible for any errors or omissions on the part of the undersigned in making up his proposal, nor will proposers be released on account of errors.
- S. The undersigned hereby certifies that this proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other proposer to put in a sham proposal or any other person, firm or corporation to refrain from proposing, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other proposer.
- T. The Undersigned is licensed in accordance with the Laws of the State of California.

Robert Whitecotton
 PROPOSER'S NAME (PRINTED)

 AUTHORIZED SIGNATURE

DATE: 8/21/17

Corporation
 TYPE OF ORGANIZATION: INDIVIDUAL,
 PARTNERSHIP OR CORPORATION

EMAIL ADDRESS
info@masterlandscapemaintenance.com

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