

AGREEMENT

KNOW ALL MEN BY THOSE PRESENT: That the following agreement is made and entered into, as of the date executed by the City Manager, by and between EMTS, Inc. dba Elite Maintenance and Tree Service, hereinafter referred to as the "Contractor", and the City of Westminster, a Municipal Corporation, hereinafter referred to as the "City".

WHEREAS, pursuant to Notice Inviting Sealed Bids or Proposals, bids were received, publicly opened, and declared on the date specified in said notice; and

WHEREAS, the Mayor and City Council have authorized the City Manager to enter into a written contract with Contractor for the following work:

LANDSCAPE MAINTENANCE/SERVICE AGREEMENT FOR MEDIANS AND TRAILS

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

1. **General Scope of Work:** Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment for, and do all the work as set forth herein. Said work shall be performed in accordance with the Contract Documents as defined in the City's Notice Inviting Sealed Bids or Proposals, which include, but is not limited to, the plans, specifications, and standards on file in the office of the Public Works Manager, and in accordance with the proposal and Contractor's bid, as accepted by the Mayor and City Council, on file in the office of the City Clerk, and in accordance with the instructions of the designated City representative.

2. **Contract Price and Payment:** City shall pay Contractor for furnishing the material and doing the prescribed work at the unit prices or lump sum prices set forth in Contractor's proposal.

3. **Incorporated Documents to be Considered Complementary:** The Contract Documents as set forth in the City's Notice Inviting Sealed Bids or Proposals are hereby incorporated herein by this reference as though set forth in full. The Contract Documents constitute the entire agreement between the parties. This Agreement is intended to require a complete and finished piece of work, and contemplates that Contractor will perform any necessary work to complete the project properly and in accordance with the law and lawful governmental regulations, whether specifically identified in the Contract Documents or not. Should any inconsistency be found to exist between the aforesaid Contract Documents and this written Agreement, the provisions of this written Agreement shall control.

4. **Term:** Contractor agrees to commence work within fourteen (14) calendar days from the Notice to Proceed. At the City's request, the Contractor shall commence each job within five (5) to ten (10) working days. This Agreement shall be for an initial one (1) year term with four (4) option years, unless terminated earlier by either party in the manner set forth herein. The City Manager or his designee shall be authorized to extend

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this Agreement for each renewal period, with the concurrence of the Contractor. Renewal will be at the discretion of the City and based on continuance of the Contractor providing satisfactory services and the City's approval of cost increases, if any. Annual cost increases, if requested by the contractor, shall not exceed the Consumer Price Index during the previous twelve (12) months in the Los Angeles, Anaheim, and Riverside All Urban Consumer Index. To determine the percentage increase or decrease, the term "previous twelve (12) months shall mean the twelve (12) month period ending March 31st of that year, or if not available, the previous month.

5. Insurance: The Contractor shall procure and maintain, during the entire term of this Agreement, the insurance coverage as set forth in the City's "Insurance Requirement for Contractors," attached hereto as Exhibit "A" and incorporated herein by this reference.

The Contractor shall furnish the City with satisfactory proof of the above insurance required by submitting endorsements, certificates, or policies of insurance on City insurance forms or equivalent forms as determined by the City Attorney, to the Public Works Manager, prior to the commencement of the work under this Agreement. The policies shall be endorsed as follows: "It is hereby understood and agreed that the policy to which this certificate refers may not be canceled, mutually changed, nor the amount of coverage thereof reduced nor the policy allowed to lapse until thirty (30) calendar days after receipt by the City Clerk of the City of Westminster, Westminster, California, of a registered written notice of such cancellation or reduction in coverage".

Nothing herein contained shall be construed as limiting in any way the extent to which the Contractor may be held responsible for payment of damages to persons or property resulting from the Contractor's operations or the operations of any subcontractors. The Contractor shall sign and file with the City the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code; and I will comply with such provisions before commencing performance of any work pursuant to this Agreement."

6. 5% Retention Option: It is understood and agreed by and between the parties that the Contractor can substitute securities for any monies withheld by the City to ensure performance retention under this Agreement. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City Clerk or Federally chartered bank as the escrow agent who shall pay such monies to the Contractor upon satisfactory completion of the work contemplated by this Agreement. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest therefrom. In lieu of securities, City will retain a percentage of the monies per Section 9-3.2 of the Standard Specifications for Public Works Construction for not longer than sixty (60) calendar days from the date the project is deemed complete. The Contractor understands that the date of completion shall be the date the City Council formally accepts the project and the Contractor's work. If the Contractor's work is satisfactory, the retention will typically be paid to the Contractor thirty (30) calendar days after the County of Orange's recordation date of the Notice of Completion.

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7. **Liquidated Damages:** The parties agree that it will be impracticable or extremely difficult to fix the amount of actual or projected losses resulting from Contractor's failure to complete the work in a timely manner. Therefore, the parties agree that a reasonable estimate of such damages owed to the City for any delays will be the amount of Five Hundred Dollars (\$500.00) for each calendar day that the work remains incomplete beyond the completion date stated in Paragraph 4 herein above. Contractor shall be liable to the City for said liquidated damages and shall pay to the City the assessed liquidated damages within thirty (30) calendar days following billing by the City, unless otherwise extended by the City, or, shall be deducted from the Contractor's retention, as determined by the City.

8. **Assignability:** This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

9. **Indemnification, Defense, and Hold Harmless:** Contractor agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at contractor's sole expense, from and against any and all claims, actions, suits, damaged to property or injuries to or death of any person or persons, including attorneys' fees, or other legal proceedings brought against the City, its elected and appointed officials, officers, agents, and employees arising out of the performance of the contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or contractor's proposal, which shall be of no force and effect.

10. **Compliance with Law:** All services rendered hereunder shall be provided in accordance with all applicable requirements of local, State, and Federal law.

11. **Familiarity with Work:** By execution of this Agreement, Contractor warrants that:

(a) It has thoroughly investigated and considered the work to be performed;
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- (b) It has expertise in the area of street improvements and related repairs;
- (c) It carefully considered how the work should be performed; and
- (d) It fully understands the difficulties and restrictions attending the performance of the work under this Agreement.

12. Validity: The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any of the other provisions of this Agreement.

13. Termination: This Agreement may be terminated with or without cause by City at any time by providing Contractor with written notice of termination. In the event of such termination, Contractor shall be compensated for services rendered as of the date of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the date of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement, unless directed otherwise by City, and shall deliver to City all plans, data, reports, summaries, floppy disks, and all such other information and materials as Contractor may have accumulated in performing this Agreement.

This Agreement may be terminated by Contractor by providing City with written notice no less than thirty (30) calendar days in advance of such termination.

14. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action relating to or arising out of this Agreement shall be subject to the jurisdiction of the County of Orange, California.

15. Entire Agreement: This Agreement supersedes any and all other agreements whether oral or written, between the parties hereto with respect to the subject matter hereof, and contains all of the covenants and agreements between the parties with respect to said matter, and each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement or modification of this Agreement shall be effective only if executed in writing and signed by both City and Contractor.

16. Attorney's Fees: In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the Court to be reasonable.

17. Representatives and Notices: The City Manager or designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

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Darin Sherlock _____ shall be the representative of Contractor for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of Contractor, called for by this Agreement, except as otherwise expressly provided in this Agreement. All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail, postage prepaid, return receipt requested, to the following addresses indicated below:

If to City: **Public Works Director**
City of Westminster
8200 Westminster Boulevard
Westminster, California 92683

If to Contractor: EMTS Inc
2972 Larkin Ave _____
Clovis CA _____

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or forty-eight (48) hours after deposit in the U.S. Mail as reflected by the official U.S. postmark. Either party may change its address by giving notice in writing to the other party.

18. Independent Contractor: Contractor is an independent contractor and not an employee of the City, and all personnel to be utilized by Contractor in the performance of this Agreement shall be employees of Contractor and not employees of the City. The parties hereto acknowledge and agree that the relationship between City and Contractor is one of principal and independent contractor and no other. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that no activities of City or Contractor or statements made by City or Contractor shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

19. Waiver: No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought, referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

20. Headings: Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

21. Additional Services: Contractor shall not receive compensation for any services provided outside the scope of the Contract Documents unless such additional services, including change orders, are approved in writing by City prior to Contractor performing the additional services. It is specifically understood that oral requests or

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Elite Maintenance

CONTRACTOR'S PROPOSAL

CONTRACTOR'S NAME: EMTS, Inc. dba Elite Maintenance and Tree Services

ADDRESS: 2972 Larkin Ave.

CITY, STATE, ZIP: Clovis, CA 93612

CONTACT NAME: Darin Sherlock darins@eliteteamoffices.com
Luis Villarruel EMAIL: luisv@eliteteamoffices.com

darin 209.316.2915
TELEPHONE NUMBER: () luis 559.765.8560 **FAX NUMBER:** (559) 292-7756

The Mayor and City Council
City of Westminster
8200 Westminster Boulevard
Westminster, CA 92683

Council Members:

Pursuant to the Notice Inviting Sealed Bids or Proposals for:

LANDSCAPE MAINTENANCE/SERVICE AGREEMENT FOR MEDIANS AND TRAILS

in the City of Westminster, the undersigned bidder declares that they have carefully examined the location(s) of the above-described work and that they have read and examined the Contract Documents as described in the Notice Inviting Bids, and are familiar with all bid requirements and is satisfied as to the conditions to be encountered, as to the character, quality, and quantity of work to be performed, and the materials to be furnished. The undersigned bidder hereby proposes and agrees that the contract will be executed immediately prior to award by the City Council, and, if this bid is accepted by the City of Westminster, that within fourteen (14) calendar days, after written Notice of Award of Contract is mailed to bidder, bidder will execute and deliver to the Public Works Director's Office, insurance certificates and endorsements, and contract bonds, required therein in a form approved by the City Attorney. Bidder will also furnish all labor, materials, and services necessary to perform and complete all work required by the Contract Documents and all addenda thereto issued by the City prior to the opening of bids for the above-described work for the prices set forth.

Bidder further agrees that upon failure to do so as above described, then the bid security furnished by said bidder shall be forfeited to the City as provided by law. Said bidder further agrees to complete all work required by the Contract Documents within the time stipulated in said Contract Documents and to accept in full payment therefore the price in the Bidding Schedule.

SIGNATURE  Darin Sherlock **TITLE** Regional Operations Manager

DATE 5/24/2024

Elite Maintenance

LANDSCAPE MAINTENANCE/SERVICE AGREEMENT FOR MEDIANS AND TRAILS

SCHEDULE OF BID ITEMS

ITEM	APPROXIMATE QUANTITIES FOR BID EVALUATION	ITEMS WITH LUMP SUM OR UNIT WRITTEN IN WORDS	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
1.	Weekly	Complete and Routine Maintenance of Landscaped Medians on Beach Boulevard , from SR-22 to I-405 Freeway (including required Fertilization & Pesticides) WITHOUT irrigation repair pursuant to Specifications <u>Six Hundred twenty and forty-six cents</u> _____ per weekly	\$ <u>620.46</u>	\$ <u>32,263.92</u>
2.	Bi-Weekly	Complete and Routine Maintenance of Landscaped Medians on Bolsa Chica Road , from Old Bolsa Chica Road to Rancho Road (including required Fertilization & Pesticides) WITHOUT Irrigation repair pursuant to Specifications <u>Six Hundred twenty and forty-six cents</u> _____ per bi-weekly	\$ <u>620.46</u>	\$ <u>16,131.96</u>
3.	Bi-Weekly	Complete and Routine Maintenance of Landscaped Medians on Brookhurst Street , from Hazard Avenue to Meagher Street (including required Fertilization & Pesticides) WITHOUT irrigation repair pursuant to Specifications <u>Six Hundred twenty and forty-six cents</u> _____ per bi-weekly	\$ <u>620.46</u>	\$ <u>16,131.96</u>
4.	Bi-Weekly	Complete and Routine Maintenance of Landscaped Medians on Bolsa Avenue , from Edwards Street to Ward Street (including required Fertilization & Pesticides) WITHOUT irrigation repair pursuant to Specifications	\$542.90	\$ 14,115.40

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ITEM	APPROXIMATE QUANTITIES FOR BID EVALUATION	ITEMS WITH LUMP SUM OR UNIT WRITTEN IN WORDS	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
		<u>Five Hundred Forty-two and ninety cents</u> _____ per bi-weekly		
5.	Bi-Weekly	Complete and Routine Maintenance of Landscaped Medians on Hazard Avenue , from Beach Boulevard to Cedarwood Street (including required Fertilization & Pesticides) WITHOUT irrigation repair pursuant to Specifications <u>Seventy-Seven and fifty-six cents</u> _____ per bi-weekly	\$77.56	\$ 2,016.56
6.	Bi-Weekly	Complete and Routine Maintenance of Landscaped Medians on Westminster Boulevard , from Bolsa Chica Road to Bushard Street (including required Fertilization & Pesticides) WITHOUT irrigation repair pursuant to Specifications <u>One Thousand, Two Hundred Forty and ninety-two cents</u> _____ per bi-weekly	\$ <u>1,240.92</u>	\$ <u>32,263.92</u>
7.	Weekly	Complete and Routine Maintenance of Landscaped Trail on Garden Grove Boulevard , from East of SR-22/I-405 On-ramp/Off-ramp to East of Edwards Street (including required Fertilization & Pesticides) WITHOUT irrigation repair pursuant to Specifications <u>Six Hundred twenty and forty-six cents</u> _____ per weekly	\$ <u>620.46</u>	\$ <u>32,263.92</u>
8.	Weekly	Complete and Routine Maintenance of Landscaped Trail on Hoover Street , from Garden Grove Boulevard to Bolsa Avenue (including required Fertilization & Pesticides) WITHOUT irrigation repair pursuant to Specifications <u>One Thousand, Two Hundred Forty and ninety-two cents</u> _____ per weekly	\$ <u>1,240.92</u>	\$ <u>64,527.84</u>

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ITEM	APPROXIMATE QUANTITIES FOR BID EVALUATION	ITEMS WITH LUMP SUM OR UNIT WRITTEN IN WORDS	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
9.	Weekly	Complete and Routine Maintenance of Landscaped Trail on Rancho Road , from Bolsa Chica Road to Westminster Boulevard (including required Fertilization & Pesticides) WITHOUT irrigation repair pursuant to Specifications <u>Six Hundred twenty and forty-six cents</u> _____ per weekly	\$ <u>620.46</u>	\$ <u>32,263.92</u>

TOTAL OR GROSS SUM BID WRITTEN IN WORDS:
Two Hundred Forty-One Thousand, Nine Hundred Seventy-Nine and forty cents

TOTAL IN FIGURES:
 \$ \$241,979.40

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OPTIONAL WORK ITEMS

THE FOLLOWING ARE OPTIONAL ITEMS THAT MAY BE USED DURING THIS MAINTENANCE SERVICE WORK AT UNIT PRICES ENTERED. QUANTITIES SHOWN ARE FOR BID EVALUATION PURPOSES. CITY RESERVES THE RIGHT TO REQUIRE OPTIONAL WORK AT QUANTITIES OTHER THAN THOSE SHOWN, INCLUDING ZERO QUANTITIES.

ITEM	APPROXIMATE QUANTITIES FOR BID EVALUATION	ITEMS WITH LUMP SUM OR UNIT WRITTEN IN WORDS	UNIT PRICE IN FIGURES
1.	Optional Unit Priced Work (to include emergency work)		
	20 Hours	Supervisor/Quality Control Manager seventy-five and zero cents (Regular Time)	\$ 75.00 /hr.
	20 Hours	One Hundred twelve and fifty cents (Overtime)	\$ 112.50 /hr.
	20 Hours	Equipment Operator Sixty-Five and zero cents (Regular Time)	\$ 65.00 /hr.
	20 Hours	Ninety-Seven and fifty cents (Overtime)	\$ 97.50 /hr.
	20 Hours	Pesticide Applicator Eighty and zero cents (Regular Time)	\$ 80.00 /hr.
	20 Hours	One hundred twenty and zero cents (Overtime)	\$ 120.00 /hr.
	20 Hours	Irrigation Specialist Sixty and zero cents (Regular Time)	\$ 60.00 /hr.
	20 Hours	Ninety and zero cents (Overtime)	\$ 90.00 /hr.
	20 Hours	Irrigation Repair Technician/Laborer Fifty and zero cents (Regular Time)	\$ 55.00 /hr.
	20 Hours	Eighty-Two and fifty cents (Overtime)	\$ 82.50 /hr.
	20 Hours	Foreperson Fifty and zero cents (Regular Time)	\$ 50.00 /hr.
	20 Hours	Seventy-Five and zero cents (Overtime)	\$ 75.00 /hr.
	80 Hours	Grounds Person Forty-Five and zero cents (Regular Time)	\$ 45.00 /hr.
	80 Hours	Sixty-Seven and fifty cents (Overtime)	\$ 67.50 /hr.
	80 Hours	Landscape Laborers Forty and zero cents (Regular Time)	\$ 40.00 /hr.
	80 Hours	Forty and zero cents (Overtime)	\$ 60.00 /hr.
	20 Hours	Operating Landscape Engineer Eighty-Five and zero cents (Regular Time)	\$ 85.00 /hr.
	20 Hours	One Hundred Twenty-Seven and fifty cents (Overtime)	\$ 127.50 /hr.


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ITEM	APPROXIMATE QUANTITIES FOR BID EVALUATION	ITEMS WITH LUMP SUM OR UNIT WRITTEN IN WORDS	UNIT PRICE IN FIGURES
	80 Hours	Pick-Up Truck Per Hour Fifty-Five and zero cents (Regular Time) Eighty-Two and fifty cents (Overtime)	\$ 55.00 /hr.
	80 Hours		\$ 82.50 /hr.
	40 Hours	Service Truck Per Hour Seventy and zero cents (Regular Time) One Hundred five and zero cents (Overtime)	\$ 70.00 /hr.
	40 Hours		\$ 105.00 /hr.

NOTE: Because of potential contract growth, the bids will be evaluated on the total of the "Schedule of Bid Items" and the "Optional Work Items" quantities shown; **awarding of the contract will be based on the "Schedule of Bid Items"**.

The undersigned has carefully checked all words and figures inserted in this bid and the undersigned will not be released on account of the errors of the undersigned in the preparation of this bid. Explain over your signature any erasures or interlineations in this bid proposal.

This contract shall be for an initial one (1) year term with four (4) option years, unless earlier terminated by either party in the manner set forth herein. The City Manager or his designee shall be authorized to extend this contract for each renewal period, with the concurrence of the Contractor. Renewal will be at the discretion of the City and based on continuance of the Contractor providing satisfactory services and the City's approval of any cost increases, if any. Annual cost increases, if requested by the Contractor, shall not exceed the Consumer Price Index during the previous twelve (12) months in the Los Angeles, Anaheim, and Riverside All Urban Consumer Index. To determine the percentage increase or decrease, the term "previous twelve (12) months shall mean the twelve (12) month period ending March 31st of that year, or if not available, the previous month.

Signature of Bidder or Authorized Representative:  Darin Sherlock

Title: Regional Operations Manager Date: 5/24/2024

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BID SCHEDULE (Continued)

The bidder, if awarded the contract, acknowledges and agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work, or to omit portions of the work as may be deemed necessary or expedient, in the sole discretion of City, and that the payment for incidental items of work not separately provided in the proposal shall be considered included in the bid price for other various items of work.

The bidder agrees that the City will not be held responsible if any portion of its proposal shall be found incorrect and shall hold the City harmless and shall further not make any claim for damages or for loss of profits because of any error, omission, or mistakes; and any errors, omissions or mistakes shall not invalidate this proposal or release the bidder from the execution and completion of the whole or part of the work herein specified, in accordance with the Contract Documents and the plans and the prices set forth in this proposal, nor shall any error, omission or mistake excuse the bidder from any of the obligations or liabilities hereunder or entitle the bidder to any damages or compensation except as may be provided for in the Contract Documents.

The bidder to whom the contract is awarded agrees to enter into a written contract (agreement) with the City and to furnish City all documents that may be required by the Contract Documents, including bonds, insurance certificates and endorsements, within fourteen (14) consecutive calendar days, following written Notice of the Award of Contract.

Accompanying this proposal is Bidder's Bond *(insert the words "Cash", "Certified Check", "Cashier's Check" or "Bidder's Bond" as the case may be)* in an amount equal to at least ten percent (10%) of the total bid price, payable to the City of Westminster, to guarantee that the bidder will, if awarded the contract, promptly execute an Agreement in accordance with the proposal and in the manner and form required by the Contract Documents, and will furnish good and sufficient bonds for the faithful performance and labor and materials of same.

The undersigned agrees that in case of default in executing the required Agreement prior to the award of contract, and the insurance certificates and endorsements, and contract bonds within fourteen (14) calendar days, after written Notice of the Award of Contract, the proceeds of the check, cash, or bond accompanying the bidder's bid shall become the sole property of the City of Westminster.

The undersigned further agrees that no verbal agreement or conversation with any officer, agent, or employee of the City, either before or after execution of a written Agreement, shall affect or modify any of the terms or obligations of this proposal.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the date of bid opening. The undersigned agrees that the City reserves the right to accept or reject any or all bids and/or waive any informality in a bid.

ADDENDUM:

The undersigned acknowledges receipt of all changes or addenda applying to its proposal as noted below and has included same in its proposal prices:

Elite Maintenance

ADDENDUM NO.	DATE	RECEIPT ACKNOWLEDGED
none	-----	-----

By: Darin Sherlock Title: Regional Operations Manager

CERTIFICATION OF WORKER'S COMPENSATION INSURANCE:

The Contractor to whom the contract is awarded shall be required to sign and file with the City a certification prior to performing the work contemplated by the Contract Documents attesting that: "I am aware of the provisions of Section 3700 et seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and I will comply with such provisions before commencing performance of the work set forth in the Contract Documents."

STATE LICENSES

The undersigned certifies that he/she is aware that this contract cannot be awarded unless, at the time of the award, they are the holder of a valid California Contractor's License proper and adequate for the work required by the Contract Documents, and that the failure to obtain proper and adequate licensing for an award of the contract shall result in the forfeiture of the bidder's security.

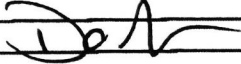
If bidder is an individual, so state. If a firm or co-partnership, state the firm name and give names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, treasurer, and manager thereof.

I hereby certify under penalty of perjury, under the laws of the State of California, that I have read and understand the contents of the 17 pages labeled "Contractor's Proposal (CP-1 to CP-17), and that all affirmations, representations, or responses herein are true and correct.

darin 209.316.2915

Company Name EMTS, Inc. Telephone No. () luis 559.765.8560

Business Address 2972 Larkin Ave., Clovis, CA 93612

Officers Darin Sherlock Signatures 

State License No. CSLB #: 911565 Dated : 5/24/2024

Expiration Date: 2/28/2026

Federal Employer's Identification No.: 26-0860415

Elite Maintenance

INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary. If requested by the City at any time, the bidder shall furnish a notarized financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of the bidder's current financial condition.

- 1. Name of Bidder: EMTS, Inc dba Elite Maintenance & Tree Services
- 2. Address of principle place of business in California:
2972 Larkin Ave.
Clovis, CA 93612
- 3. Telephone, including area code: Main O. (559) 292-2900 | darin 209.316.2915 | luis 559.765.8560

4. Type of Firm:

- An individual doing business under their own name.
- _____, an individual doing business under the _____ (name of the firm).
- A firm or corporation, the names of all individuals or partners composing the same being as follows:

Firm Name

Member(s)

- A corporation, the name, state of incorporation, and officers and their titles of which are as follows:

Corporation Name: EMTS, Inc dba Elite Maintenance & Tree Services

State of Incorporation: California

Officers' Titles: Heins Pedersen – CEO
Derik Jakusz – President
Tom Spradling - CTO
Ron Kerr - Vice President of Finance

- 5. The undersigned person or company is licensed by the State of California pursuant to Chapter 9, Division 3 of the Business and professions Code under State Contractor's License No. 911565 to perform the work hereinbefore described.
- 6. Number of years of experience in projects of this type: 35years

DESIGNATION OF SUBCONTRACTORS

The undersigned certifies that the sub-bids of the following listed contractors have been used in making up this bid and that the subcontractors listed will be used for the work/materials for which they bid, subject to approval of the Public Works Manager and in accordance with the applicable provisions of the specifications. No change may be made in these subcontractors, except upon prior approval of the Public Works Manager. **If no subcontractors will be used - so state. Your bid may be disqualified for incorrect information regarding notification to the City on subcontractors. BIDDER MUST SPECIFY "NONE" IF NO SUBCONTRACTORS WILL BE UTILIZED.**

*Note - At a minimum, the name and address of subcontractor must be provided at bid opening. However, items with asterisk may be submitted by the Contractor up to 24 hours after the established bid opening date as set forth in the Notice Inviting Bids.

NAME & ADDRESS OF SUBCONTRACTOR	AMOUNT*	ITEM OF WORK/ MATERIALS*	TELEPHONE NUMBER*	STATE LICENSE # AND EXPIRATION DATE*
none	-----	-----	-----	-----

Prior to approval of a Contractor's request for a subcontractor substitution, the City will give notice in writing to the listed subcontractor of the Contractor's request to substitute and of the reason for the request. The notice will be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified shall have five working days within which to transmit to the City written objections to the substitution. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution. If written objections are filed, the City will give notice in writing of at least five working days to the listed subcontractor of a hearing by the City on the Contractor's request for substitution. The general Contractor shall be responsible for any/all costs borne by the City which is associated with the process for such a hearing.

CONTRACTOR EMTS, Inc. Name of Person Completing this Form:  Darin Sherlock

Elite Maintenance

PROJECT REFERENCES

In order to fully evaluate a bidder's background and experience for the proposed project, the bidder is required to provide information regarding similar work and/or projects to that proposed in the Contract Documents which the bidder has recently successfully performed. Bidder is also required to provide references which will enable the City Council/Redevelopment Agency to judge the bidder's responsibility, experience, skill, and business standing. Said references shall include the name of the supervisor responsible for the acceptance of the work performed.

AWARDING AGENCY CONTRACT ADMINISTRATOR PHONE NUMBER	NAME OF PROJECT DATE COMPLETED
1. (Agcy) <u>City of Clovis Parks Department</u> (Ctr Adm Name) <u>Karyn Chilpigan</u> (Phone) <u>t. 559-324-2651 karens@ci.clovis.ca.us</u>	(Project) <u>\$1.5Million / Annual</u> (Date) <u>2014 - Present</u>
2. (Agcy) <u>City of Paso Robles</u> (Ctr Adm Name) <u>Nate Wyatt</u> (Phone) <u>t. (805) 391-0947 NWyatt@prcity.com</u>	(Project) <u>\$338,940 / Annual</u> (Date) <u>June 1, 2023 - Present</u>
3. (Agcy) <u>County of Kern Public Works</u> (Ctr Adm Name) <u>Cynthia Nicholson</u> (Phone) <u>t. 661.868.3017 cnicholson@kerncounty.com</u>	(Project) <u>\$680,000 / Annual</u> (Date) <u>2014 - Present</u>
4. (Agcy) <u>City of Bakersfield Public Works</u> (Ctr Adm Name) <u>Darin Budak</u> (Phone) <u>t. 661.326.3866 dbudak@bakersfieldcity.us</u>	(Project) <u>\$650K / Annual</u> (Date) <u>2019-Present</u>
5. (Agcy) _____ (Ctr Adm Name) _____ (Phone) _____	(Project) _____ (Date) _____
6. (Agcy) _____ (Ctr Adm Name) _____ (Phone) _____	(Project) _____ (Date) _____
7. (Agcy) _____ (Ctr Adm Name) _____ (Phone) _____	(Project) _____ (Date) _____
8. (Agcy) _____ (Ctr Adm Name) _____ (Phone) _____	(Project) _____ (Date) _____

Elite Maintenance

CERTIFICATION OF NONDISCRIMINATION

As suppliers of goods or services to the City of Westminster, the firm listed below certifies that it does not discriminate in its employment with regard to age, race, color, national origin, sex, religion, or handicap; that it is in compliance with all federal, state, and local directives and executive orders regarding nondiscrimination of employment; and that it agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

Federal regulations define a "handicapped individual" to be any person who (a) has a physical or mental impairment which substantially limits one or more of such person's major life activities; (b) has a record of such impairment; or, (c) is regarded as having such an impairment.

Federal regulations define a "qualified handicapped individual" as one who, with reasonable accommodation, can perform the essential functions of the job in question.

Section 504 of the Rehabilitation Act of 1973 provides that no otherwise "qualified handicapped individual" in the United States shall, solely by reason of their handicap, be discriminated against under any program or activity receiving federal financial assistance.

Firm: EMTS, Inc dba Elite Maintenance & Tree Services

Signature:  Darin Sherlock

Title of Signer: Regional Operations Manager

Date: 5/24/2024

Elite Maintenance

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder EMTS, Inc dba Elite Maintenance & Tree Services,
proposed subcontractor -----,
hereby certifies that they have , have not , participated in a previous contract
or subcontract subject to the equal opportunity clauses, as required by Executive Orders
10925, 11114, or 11246, and that, where required, they have filed with the Joint Reporting
Committee, the Director of the Office of Federal Contract Compliance, a Federal
Government contracting or administering agency, or the former President's Committee
on Equal Employment Opportunity, all reports due under the applicable filing
requirements.

Note: The above certification is required by the Equal Employment Opportunity
Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be
submitted by bidders and proposed subcontractors only in connection with
contracts and subcontracts which are subject to the equal opportunity clause.
Contracts and subcontracts which are exempt from the equal opportunity clause
are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of
\$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive
Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a
previous contract or subcontract subject to the Executive Orders and have not filed
the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of
contracts and subcontracts unless such contractor submits a report covering the
delinquent period or such other period specified by the Federal Highway
Administration or by the Director, Office of Federal Contract Compliance, U.S.
Department of Labor.


Signature

Darin Sherlock

5/24/2024

Date

Elite Maintenance

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

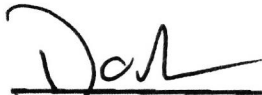
Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. *Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.*

 Darin Sherlock 5/24/2024

Signature Date

Elite Maintenance

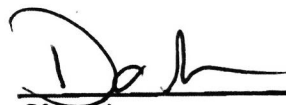
NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF WESTMINSTER, *DEPARTMENT OF PUBLIC WORKS*.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106, the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. *Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.*



Darin Sherlock 5/24/2024

Signature

Date

Elite Maintenance

WORKER'S COMPENSATION INSURANCE CERTIFICATION

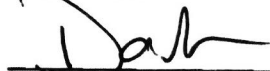
**The Contractor shall execute the following form
as required by the California Labor Code,**

Section 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of this contract.

EMTS, Inc dba Elite Maintenance & Tree Services

Contractor



5/24/2024

Signature

Date

Darin Sherlock

Printed Name

Regional Operations Manager

Title

Attest: _____

By: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Fresno

On May 24, 2024 before me, Ranisa Wells Notary Public,

personally appeared Darin Sherlock, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: *Ranisa Wells*



(affix seal in above space)

Elite Maintenance GUARANTY

(This guaranty shall be executed by the successful bidder and may execute this guaranty on this page at the time of submitting its bid.)

TO: The City of Westminster, California

The undersigned guarantees the construction and installation of the following work included in this project:

LANDSCAPE MAINTENANCE/SERVICE AGREEMENT FOR MEDIANS AND TRAILS

Should any of the materials or equipment prove defective, or should the work as a whole prove defective due to faulty workmanship, materials furnished, or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within one (1) year after the date on which this contract is officially accepted by the City, the undersigned agrees to reimburse the City, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced, and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the City, to replace any such material and to repair said work completely without cost to the City, so that said work will function successfully as originally contemplated.

The City shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned. In the event the City elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the City. If the undersigned shall fail or refuse to comply with its obligations under this guaranty, the City shall be entitled to all costs and expenses, including reasonable attorneys' fees, reasonably incurred by reason of the said failure or refusal.

SIGNATURE:  Darin Sherlock

TITLE: Regional Operations Manager

DATE: 5/24/2024

BIDDER'S BOND TO ACCOMPANY PROPOSAL

(Required if bidder desires to submit bond instead of cash, certified check, or cashier's check)

BID BOND NUMBER: N/A - Bid Bond

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, EMTS, Inc. , as Principal, and Fidelity and Deposit Company of Maryland , as Surety, are held and firmly bound unto the City of Westminster, a municipal corporation, organized under the laws of the State of California and situated in Orange County, in the penal sum of Ten Percent of Bid Amount (\$ 10%), (not less than ten percent (10%) of the total amount of the bid of the Principal above named, submitted by said Principal to said City, for the work described below), to be paid to the City, its successors and assigns, in lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the aforesaid sum.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH,

That whereas said Principal has submitted a bid to said City for Landscape Maintenance/service Agreement for Medians and Trails under Project No. for which bids are to be opened in the office of the City Clerk of said City on May 28, 2024 .

NOW, THEREFORE,

If said Principal is awarded the contract, and within the time and manner required under the contract documents as specified in the Notice Inviting Bids,

Elite Maintenance

after the prescribed forms are presented to said Principal for signature, enters into a written contract executed in accordance with the contract documents within the time specified, and executes and delivers the two bonds with said City, one to guarantee faithful performance, and the other to guarantee payment for labor and materials, and the insurance certificates and endorsements, in accordance with the contract documents, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

It is hereby agreed that bid errors shall not constitute a defense to forfeiture except as provided by law.

In the event suit is brought upon this Bond by the City and judgment is recovered, said Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF:

We set our hands and seals this 22nd day of May, 2024.

EMTS, Inc.
Principal
By: [Signature]
(SEAL)

Fidelity and Deposit Company of Maryland
Surety
By: [Signature]
Kim Wilson, Attorney-in-Fact
(SEAL)

State Of _____ See Separate Notary Acknowledgement

County of _____
On _____ (date) before me, _____ (name and title of officer)
(e.g., "Jane Doe, Notary Public"), personally appeared _____ (name(s) of signer(s)).

Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature of Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Fresno

On May 24, 2024 before me, Ranisa Wells Notary Public,

personally appeared Darin Sherlock, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: *Ranisa Wells*



(affix seal in above space)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

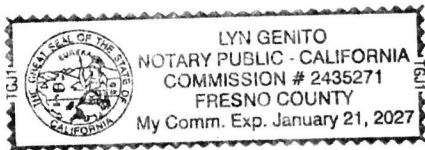
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of Fresno)

On May 22, 2024, before me, Lyn Genito, Notary Public, personally appeared Kim Wilson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)

Signature:
Lyn Genito, Notary Public

CITY OF WESTMINSTER

BUSINESS LICENSE TAX CERTIFICATE

2025 - 2026

TO BE POSTED IN A CONSPICUOUS PLACE
AND
NOT TRANSFERABLE OR ASSIGNABLE.

For Services Provided in the City of Westminster, California Only

Business Name	ELITE LANDSCAPE MAINTENANCE & TREE S	License Number	05146121
Business Location	2972 LARKIN AVE # 103 CLOVIS, CA 93612-3986	Business Description	CONTRACTOR SPECIALIZED
Business Owner(s)	EMTS DBAELITE LANDSCAPE MAINTENANCE & TREE SERVICE	Effective Date	July 01, 2025
	ELITE LANDSCAPE MAINTENANCE & TREE SERVICE 2972 LARKIN AVE # 103 CLOVIS, CA 93612-3986	Expiration Date	June 30, 2026

THIS BUSINESS LICENSE TAX CERTIFICATE CONSTITUTES A RECEIPT FOR THE LICENSE TAX AND APPLICABLE FEES PAID. IT DOES NOT CERTIFY COMPLIANCE WITH REQUIREMENTS OF THE WESTMINSTER MUNICIPAL CODE. IT DOES NOT PERMIT A BUSINESS THAT IS OTHERWISE PROHIBITED BY FEDERAL, STATE, OR LOCAL LAWS.

ELITE LANDSCAPE MAINTENANCE & TREE SERVICE :

Thank you for your payment of your City of Westminster Business License Tax Certificate. **ALL BUSINESS LICENSE TAX CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your Business License Tax Certificate, contact the Business Support Center via email at: westminster@hdlgov.com or by telephone at: 657-622-0222.

Keep this portion for your Business License Tax Certificate separate in case you need a replacement for any lost, stolen, or destroyed certificate. A fee may be charged for a replacement or duplicate certificate.

If you have a fixed place of business within the City of Westminster please display the Business License Tax Certificate above in a conspicuous place at the premises. Otherwise, every Business License Tax Certificate holder not having a fixed place of business in the City shall keep the Business License Tax Certificate upon his or her person, or affixed in plain view any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>



BUSINESS SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832



City of Westminster
BUSINESS LICENSE TAX CERTIFICATE

ELITE LANDSCAPE MAINTENANCE & TREE SERVICE
2972 LARKIN AVE # 103
CLOVIS, CA 93612-3986

License Number: 05146121

Date of Issue: 07/01/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2024

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

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

PRODUCER Edgewood Partners Ins. Center 1390 Willow Pass Road, Suite 800 Lic#0B29370 Concord CA 94520	CONTACT NAME: Kayla Fritzberg PHONE (A/C, No, Ext): E-MAIL ADDRESS: Kayla.Fritzberg@epicbrokers.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED EMTS, Inc. 2972 Larkin Ave Clovis CA 93612	INSURER A: National Casualty Company	NAIC # 11991
	INSURER B: National Fire Insurance Co of Hartford	20478
	INSURER C: Valley Forge Insurance Company	20508
	INSURER D: Travelers Property Casualty Co of Amer	25674
	INSURER E: Admiral Insurance Company	24856
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 103707413

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 50,000 GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y Y	7034346627	11/15/2024	11/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	7034346630	11/15/2024	11/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D E	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y Y	EXA366303024NF UX00000129601	11/15/2024 11/15/2024	11/15/2025 11/15/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 10,000,000 2nd Layer Occurrence \$ 8,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCC334010A	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re EMTS Job #03-24-023, Westminster Parks, Civic Center and Facilities. Additional Insured, City of Westminster, its officers, elected or appointed officials, employees, agents and volunteers. When required by written contract, Additional Insured status with primary coverage applies to General Liability and Automobile Liability and Waiver of Subrogation applies to General Liability, Automobile Liability and Workers' Compensation, all per the attached endorsements. 30 Day notice of cancellation, except 10 day notice for non-payment of premium applies per policy provisions to General Liability and Workers' Compensation. Applies where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Westminster
 8200 Westminster Blvd.
 Westminster, CA 92683

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

Elite Team Offices, Inc
Named Insured Schedule
11/15/2024-11/15/2025

- Elite Team Offices, Inc.
- Elite Landscape Construction Inc.
- EMTS, Inc.
- EMTS, Inc. dba Greenscapes
- EMTS, Inc. dba Paysage Landscape
- EMTS, Inc. dba Elite Maintenance & Tree Service
- Elite Private Landscape, Inc.
- Elite Private Landscape, Inc. dba Sunrise Landscape Services
- Stockbridge General Contracting, Inc.
- Steven Seibert
- Stock Five Holdings
- Grassmasters
- SE Phillip & Holland
- Lokes, Inc.
- 369 Equipment, Inc.
- Lokes Heavy Equipment Rental, Inc.
- Lokes Water Trucks, Inc.



Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS	
1.	Additional Insureds
2.	Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
3.	Bodily Injury – Expanded Definition
4.	Broad Knowledge of Occurrence/ Notice of Occurrence
5.	Broad Named Insured
6.	Broadened Liability Coverage For Damage To Your Product And Your Work
7.	Contractual Liability - Railroads
8.	Electronic Data Liability
9.	Estates, Legal Representatives and Spouses
10.	Expected Or Intended Injury – Exception for Reasonable Force
11.	General Aggregate Limits of Insurance – Per Project
12.	In Rem Actions
13.	Incidental Health Care Malpractice Coverage
14.	Joint Ventures/Partnership/Limited Liability Companies
15.	Legal Liability – Damage To Premises / Alienated Premises / Property In The Named Insured's Care, Custody or Control
16.	Liquor Liability
17.	Medical Payments
18.	Non-owned Aircraft Coverage
19.	Non-owned Watercraft
20.	Personal And Advertising Injury – Discrimination or Humiliation
21.	Personal And Advertising Injury - Contractual Liability
22.	Property Damage - Elevators
23.	Supplementary Payments
24.	Unintentional Failure To Disclose Hazards
25.	Waiver of Subrogation – Blanket
26.	Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs

CCNA74705XX (1-15)

Insured Name: Elite Team Offices, Inc
Effective: 11/15/24

Policy # 7034346627



Contractors' General Liability Extension Endorsement

1. ADDITIONAL INSURED

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out

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of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

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If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:

- a. on the effective date of this **Coverage Part**; or
- b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
- B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

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4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
 - a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. **Damage to Your Product**

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

l. **Damage to Your Work**

Property damage to your work arising out of it, or any part of it and included in the **products-completed operations hazard**

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or
- (2) If the cause of loss to the damaged work arises as a result of:
 - (a) fire;
 - (b) smoke;
 - (c) collapse; or
 - (d) explosion.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

- C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

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Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

C. The following definition is added to **DEFINITIONS**:

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Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

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

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

- A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

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B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

- C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.
- D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.
- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:
 - b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
 - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**, and
- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:
 - i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).
 - ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

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the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. **DEFINITIONS** is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

- a. **professional health care services** on behalf of the **Named Insured** or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

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iii. amend the definition of **Insured** to:

a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

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- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage to:**

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.



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- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

- A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$<insert (\$) amount>; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

- B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and



Contractors' General Liability Extension Endorsement

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following:

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
 - (a) less than 75 feet long; and
 - (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

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Contractors' General Liability Extension Endorsement

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.



Contractors' General Liability Extension Endorsement

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. **Other Insurance** is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

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1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage, and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Primary and Noncontributory Insurance

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Effective Date: 11/15/2024

Insured Name:

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CONTRACTORS EXTENDED COVERAGE ENDORSEMENT
- BUSINESS AUTO PLUS -

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.**:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision **C.** is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.**:

With respect to any covered "auto", any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to

- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos".
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per "accident."

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

- 1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or

- b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and
(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss".

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss".

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be INCL % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

ANY PERSON(S) OR ORGANIZATION(S) WITH WHOM YOU HAVE AGREED TO SUCH A WAIVER, IN A VALID WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT HAS BEEN EXECUTED PRIOR TO LOSS.

July 1, 2025

TO: Christine Cordon, City Manager
Erin Backs, Finance Director

Via: Jake Ngo, Public Works Director JN
Tuan Pham, Maintenance and Utilities Manager

FROM: Vincente Huante, Public Works Supervisor

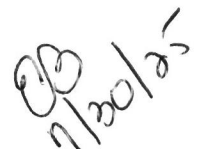
**SUBJECT: OPTION RENEWAL OF CITY-WIDE MEDIAN AND TRAILS
LANDSCAPE MAINTENANCE SERVICE AGREEMENT
FOR PUBLIC WORKS FY 2025/2026**

Our present contract between the City and Elite Maintenance and Tree Service contains an annual renewal clause, which has been used judiciously in the past. We have been renewing the contracts of those companies who have provided their services to the City in a satisfactory fashion.

The original contract agreement with Elite Maintenance and Tree Service began July 2024 with an initial one-year term. The contract states that an additional four successive one-year terms of the contract may be approved by the City Manager, upon mutual agreement by both parties.

The attached letter from Elite Maintenance and Tree Service, dated June 30, 2025, offers an extension of the subject contract for the first of four one-year terms. They have performed excellent service for the City of Westminster, and staff is recommending that the option renewal be approved for another year beginning July 1, 2025, through June 30, 2026, with a 3% increase. Funds are available in FY 25-26 Account 53000-43090.

Approved by:  Date: 07/30/25


07/30/25



June 30, 2025

City of Westminster
8200 Westminster Blvd.
Westminster, CA 92683

Re: Medians and Trails Landscape Maintenance Service Contract

Gentlemen:

Elite prides itself in providing the highest quality and professional services for our clients. We appreciate the opportunity to service your landscape maintenance needs and provide pricing for your 2025-2026 budget reflecting the 3% increase.

July 1, 2025 through June 30, 2026 \$241,979.40 Annual \$20,164.95 Monthly

July 1, 2026 through June 30, 2027 \$249,238.78 Annual \$20,769.90 Monthly

We appreciate your business, and we look forward to continuing to provide City of Westminster with the highest level of service possible. Should you have any questions or concerns, please contact us at your convenience.

Sincerely,

Felix Ruiz
Branch Manager – OC North

A handwritten signature in black ink that reads "Felix Ruiz". The signature is written in a cursive, flowing style.