AGENDA REPORT

Meeting Date: June 4, 2013

Item Number: H-15

To: Honorable Mayor & City Council

From: James Burnley, Solid Waste Manager

Subject: AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND TRUGREEN LANDCARE, LLC FOR ALLEY TREE TRIMMING AND WEED ABATEMENT MAINTENANCE SERVICES; AND

APPROVAL OF PURCHASE ORDER IN THE AMOUNT OF $140,119.20 FOR FY 2013/14

Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council move to approve a three year agreement with Trugreen Landcare, LLC in the amount of $ 435,988.80 for alley tree trimming and weed abatement services and authorize a purchase order in the amount not to exceed of $140,119.20 for FY 2013/14 base budget.

INTRODUCTION

Following the expiration of the agreement with West Coast Arborists (WCA) for tree trimming and weed abatement maintenance services on December 9, 2012, staff released an RFP for similar services on January 14, 2013, and received ten proposals. Staff recommends award of an agreement to TruGreen LandCare, LLC in the amount of $140,119.20 for FY 2013/14, $144,331.20 for FY 2014/15 and $151,538.40 for FY 2015/16 for a total amount not to exceed $435,988.80 over three years. This new agreement realizes a considerable three year savings of $284,011.20 over the previous agreement with WCA.

DISCUSSION

The services provided via this agreement not only address aesthetic characteristics throughout the approximately 260 City alleys, but also allows for safe transit by Public

Works staff and safety vehicles. This agreement will engage TruGreen LandCare, LLC for three years to accomplish the following tasks on a quarterly basis:

- Remove all vegetation growing on City property or the public right-of-way in the alleys. This includes weed abatement and clearing of plant life.
- Clean, remove and dispose of trimming debris from the public right-of-way.
- Cut trees, bushes and hedges protruding into public right-of-way back to property line.
- Trim trees so that a 15 foot minimum vertical clearance exists from the alley and a horizontal clearance to private property line.
- Mail letters to affected property owners ten days prior to a scheduled tree trimming activity.

The following is a summary of the ten proposals annual cost
TruGreen LandCare was the lowest bid

Vendors	Fiscal Year Price 2013/2014	Fiscal Year Price 2014/2015	Fiscal year Price 2015/2016	Total 3 year cost
TruGreen LandCare	$ 140,119.20	$ 144,331.20	$ 151,538.40	$ 435,988.80
Pan American Pest Control Co.	$ 193,440*	$ 193,440*	$ 199,680*	$ 586,560*
George Salinas Tree Preservation	$ 208,000	$ 208,000	$ 208,000	$ 624,000
Clean Cut Landscape	$ 215,000	$ 215,000	$ 215,000	$ 645,840
West Coast Arborists	$ 223,600	$ 223,600	$ 223,600	$ 670,800
Conejo Crest Landscape	$ 223,600	$ 223,600	$ 223,600	$ 670,800
Woods Maintenance Services	$ 224,640	$ 224,640	$ 224,640	$ 673,920
Van Goh Landscaping	$ 219,440	$ 225,087.20	$ 230,713.60	$ 675,240.80
Far East Landscape & Maintenance Inc.	$ 239,200	$ 239,200	$ 239,200	$ 717,600
Yannetty Landscape	$ 239,844.80	$ 245,845.60	$ 251,992	$ 737,682.40

*Dump fees not included

FISCAL IMPACT

The total amount of this agreement is for $435,988.80 over a three-year period commencing July 1, 2013. These funds are available and budgeted in the department base budget Fund 83, the Solid Waste Enterprise Fund.

Don Rhoads
Finance Approval

Mahdi Aluzri
Approved By

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND TRUGREEN LANDCARE, LLC FOR ALLEY TREE TRIMMING AND WEED ABATEMENT MAINTENANCE SERVICES

NAME OF CONTRACTOR:	TruGreen LandCare, LLC
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	David Evans, District Manager
CONTRACTOR'S ADDRESS:	1323 West 130th Street Gardena, CA 90247 Attention: David Evans, District Manager
CITY'S ADDRESS:	City of Beverly Hills 345 Foothill Road Beverly Hills, CA 90210 Attention: Colonel Burnley, Solid Waste Manager
COMMENCEMENT DATE:	July 1, 2013
TERMINATION DATE:	June 30, 2016
CONSIDERATION:	Not to exceed $ 435,988.80 for Fiscal Years 2013-2014; 2014-2015; and 2015-2016. If extended at option of CITY pursuant to Section 2, not to exceed $154,576 for Fiscal Year 2016-2017 and $157,667.00 for Fiscal Year 2017-2018.

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND TRUGREEN LANDCARE, LLC FOR ALLEY TREE TRIMMING AND WEED ABATEMENT MAINTENANCE SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and TruGreen LandCare, LLC (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONTRACTOR shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONTRACTOR for the services and/or goods provides under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein.

(b) Expenses

The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services. CITY may from time to time require CONTRACTOR to perform additional services not included in the Scope of Work. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. Unless otherwise provided for herein, CONTRACTOR shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars ($2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) Professional Liability Insurance.

A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars ($1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONTRACTOR agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or polices required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general and auto liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically

stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon 5 calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) CONTRACTOR shall have the right to terminate this Agreement for any reason or no reason upon 120 calendar days' written notice to CITY. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(c) In the event of termination or cancellation of this Agreement by either party, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 3 years. City shall have access, without charge, during normal business hours to such records, and the right

to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONTRACTOR must be made in writing and approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other

covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the _____ day of _____ 20___, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

_____
JOHN A. MIRISCH
Mayor of the City of
Beverly Hills, California

ATTEST:

_____ (SEAL)
BYRON POPE
City Clerk

CONTRACTOR: TRUGREEN LANDCARE, LLC

_____
DAVID EVANS
District Manager

_____
DAVID THOMAS
Business Development Manager

APPROVED AS TO FORM:

_____
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

_____
JEFFREY C. KOLIN
City Manager

_____
MAHDI ALUZRI
Assistant City Manager/ Acting Director
of Public Works & Transportation

_____
KARL KIRKMAN
Risk Manager

1549404v1

D. While performing services under this Agreement, CONTRACTOR shall at all times:

- Perform work in accordance with International Society of Arboriculture (ISA) and American National Standards Institute (ANSI)
- Provide all measures of safety necessary for CONTRACTOR and public protection
- Use best practices to protect private property
- Maintain excellent public relations within the community throughout CITY
- Ensure that CONTRACTOR's Quality Control Plan is enforced
- Utilize the highest level of pruning standards

Proposed Schedule of Work

CONTRACTOR'S regular work hours shall be 7:00 a.m. to 5:00 p.m. and CITY shall designate the starting location each day. CONTRACTOR shall notify CITY in writing of any changes to the Work Schedule.

CONTRACTOR shall complete all quarterly trimming within five to six weeks of start time. CITY shall have the right to cancel a quarterly trimming upon 5 days written notice to CONTRACTOR.

D. While performing services under this Agreement, CONTRACTOR shall at all times:

- Perform work in accordance with International Society of Arboriculture (ISA) and American National Standards Institute (ANSI)
- Provide all measures of safety necessary for CONTRACTOR and public protection
- Use best practices to protect private property
- Maintain excellent public relations within the community throughout CITY
- Ensure that CONTRACTOR's Quality Control Plan is enforced
- Utilize the highest level of pruning standards

Proposed Schedule of Work

CONTRACTOR'S regular work hours shall be 7:00 a.m. to 5:00 p.m. and CITY shall designate the starting location each day. CONTRACTOR shall notify CITY in writing of any changes to the Work Schedule.

CONTRACTOR shall complete all quarterly trimming within five to six weeks of start time. CITY shall have the right to cancel a quarterly trimming upon 5 days written notice to CONTRACTOR.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

The quarterly trimming rate for approximately 260 alleys @ $134.73 per alley shall be Thirty-Five Thousand Twenty-Nine Dollars and Eighty Cents ($35,029.80) for Fiscal Year 2013/2014.

QUARTER	**COST**
July-September, 2013	$35,029.80
October-December, 2013	$35,029.80
January-March, 2014	$35,029.80
April-June 2014	$35,029.80
TOTAL:	$140,119.20

ANNUAL COST

The annual rate based on performing work (4) times per year shall be as follows:

2013-2014:	$140,119.20
2014-2015	$144,331.20
2015-2016	$151,538.40

CITY has the option to extend this Agreement for Fiscal Year 2016-2017 at an annual rate of $154,576.00 and $157,667.00 for 2017-2018. The City Manager or his designee has the authority to extend the Agreement as set forth in Section 2 at these yearly rates.

SCHEDULE OF PAYMENT

CONTRACTOR shall submit an itemized statement to CITY for its services performed for the prior month, which shall include documentation setting forth in detail a description of the services rendered and the unit prices. CITY shall pay CONTRACTOR the amount of such billing within (30) thirty days of receipt of same.

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below :

NAMED INSURED

ADDRESS

COMPANIES AFFORDING COVERAGE

A.

B.

C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	LIMITS B.I.	P.D.	AGGREGATE
	☐ AUTOMOBILE LIABILITY					
	☐ GENERAL LIABILITY					
	☐ PRODUCTS/COMPLETED OPERATIONS					
	☐ BLANKET CONTRACTUAL					
	☐ CONTRACTOR'S PROTECTIVE					
	☐ PERSONAL INJURY					
	☐ EXCESS LIABILITY					
	☐ WORKER'S COMPENSATION					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance 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.

DATE : _____ BY : _____

Authorized Insurance Representative

TITLE : _____

AGENCY : _____ Address : _____

ACORD®

CERTIFICATE OF LIABILITY INSURANCE 4/29/2014

DATE (MM/DD/YYYY) 4/29/2013

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

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

PRODUCER
Lockton Insurance Brokers, LLC
725 S. Figueroa Street, 35th Fl.
CA License #0F15767
Los Angeles CA 90017
(213) 689-0065

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : American Guarantee and Liab. Ins. Co.	26247
INSURER C : Chubb Custom Insurance Company	38989
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1339933
TruGreen LandCare, L.L.C.
9416 Doctor Perry Road
Ijamsville MD 21754

COVERAGES TRULA01 **CERTIFICATE NUMBER:** 11231812 **REVISION NUMBER:** XXXXXXX

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC	Y	Y	GLO 4783593 02	4/29/2013	4/29/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ XXXXXXX $ 1,000,000 $ 10,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	Y	Y	BAP 4783594 02	4/29/2013	4/29/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	AUC 9336876-02	4/29/2013	4/29/2014	EACH OCCURRENCE AGGREGATE $	$ 25,000,000 $ 25,000,000 $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC 4783592 02 (AOS)	4/29/2013	4/29/2014	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A A	Pollution/Professional Liability	N	N	37313578 (Prof. Liab.) 37313578 (Pollution)	4/29/2012 4/29/2011	4/29/2014 4/29/2014	$10,000,000 Each Accident $10,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: TruGreen LandCare, LLC - Branch No. 6245. City of Beverly Hills is included as Additional Insured under the General Liability and Automobile Liability policies if required by written contract. Waiver of Subrogation applies to the General Liability, Automobile Liability and Workers Compensation policies if required by written contract with City of Beverly Hills.

Site ID: 6245.

CERTIFICATE HOLDER

11231812
City of Beverly Hills
455 N. Rexford Drive
Beverly Hills CA 90210

CANCELLATION See Attachments

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

The ACORD name and logo are registered marks of ACORD ©1988-2010 ACORD CORPORATION. All rights reserved

Additional Insured - Automatic - Owners, Lessees Or Contractors **ZURICH**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO 4783593 02	4/29/2013	4/29/2014	4/29/2013			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: TruGreen Landcare, L.L.C.

A. Section II - Who Is An Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.

B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under **Section I - Coverage A - Bodily Injury And Property Damage Liability** and **Section I - Coverage B - Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf,

and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement, performed for the additional insured person or organization.

C. However, regardless of the provisions of Paragraphs **A.** and **B.** above:

1. We will not extend any insurance coverage to any additional insured person or organization:

a. That is not provided to you in this policy; or

b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and

2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:

a. The Limits of Insurance provided to you in this policy; or

b. The Limits of Insurance you are required to provide in the written contract or written agreement.

D. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

Attachment Code: D464900
Certificate ID: 11231812

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.

E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph **4.a.** of the Other Insurance Condition of **Section IV - Commercial**
General Liability Conditions:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of **Section IV - Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.

Attachment Code: D464900
Certificate ID: 11231812

WAIVER OF SUBROGATION (BLANKET) ENDORSEMENT

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of Endt.
GLO 4783593 02	**4/29/2013**	**4/29/2014**	**4/29/2013**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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

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

Endorsement Effective: 4/29/2013

Named Insured: TruGreen LandCare, L.L.C.

SCHEDULE

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

WHERE REQUIRED BY WRITTEN CONTRACT

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

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

 Copyright, Insurance Services Office, Inc. 1998

Attachment Code: D464942
Certificate ID: 11231812

ZURICH

Waiver Of Transfer Of Rights Of Recovery Against Others To US

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of Endt.
BAP 4783594 02	**4/29/2013**	**4/29/2014**	**4/29/2013**

This endorsement is issued by the company named in the Declarations. It changes the policy on the effective dated listed above at the hour stated in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

TruGreen LandCare, L.L.C.
9416 Doctor Perry Road
Ijamsville, MD 21754

This endorsement modifies insurance provided under the:

Business Auto Coverage From
Truckers Coverage Form
Garage Coverage Form
Motor Carrier Coverage Form

SCHEDULE

Name of Person or Organization:

BLANKET - AS REQUIRED BY WRITTEN CONTRACT

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

Attachment Code: D464950
Certificate ID: 11231812

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE POLICY **WC 00 03 13**
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule

Schedule

WHERE REQUIRED BY WRITTEN CONTRACT

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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured: TruGreen LandCare, L.L.C. **Policy No:** WC 4783592 02 (AOS)

Insurance Company: Zurich American Insurance Company