

## AGREEMENT BIBLIOGRAPHY

Agreement With:	West Coast Arborists, Inc.
Agreement Type:	Arborist services
Date Approved:	10 11 2011
Start Date:	11 01 2011
End Date:	10 31 2014
Contract Amount:	\$990,000.00
Comments:	Option to extend an additional 2 years (10/31/16) Public Works
Insurance Expiration:	07 01 2012
Date Archived:	



**CITY OF GARDEN GROVE**  
**OFFICE OF THE CITY CLERK**

*Safeguard all official records of the City.  
 Conduct municipal elections and oversee legislative administration.  
 Provide reliable, accurate, and timely information to the  
 City Council, staff, and the general public.*

William J. Dalton  
 Mayor

Steven R. Jones  
 Mayor Pro Tem

Dina Nguyen  
 Council Member

Bruce A. Broadwater  
 Council Member

Kris Beard  
 Council Member

October 25, 2011

West Coast Arborists, Inc.  
 2200 E. Via Burton Street  
 Anaheim, CA 92806

Enclosed is a copy of the Agreement by and between the City of Garden Grove and West Coast Arborists, Inc. to provide labor, materials, equipment, and traffic control for Arborist Services, including emergency services at various locations in the City of Garden Grove.

This Agreement was approved by City Council at their meeting held on October 11, 2011.

Sincerely,

Kathleen Bailor, CMC  
 City Clerk

By:   
 Teresa Pomeroy  
 Deputy City Clerk

Enclosure

c: Finance Department  
 Finance Department/Purchasing  
 Public Works

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made this 11<sup>th</sup> day of October, 2011, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **West Coast Arborists, Inc.**, here in after referred to as "CONTRACTOR".

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED October 11, 2011.
2. CITY desires to utilize the services of CONTRACTOR to Furnish all Labor, Materials, Equipment, and Traffic Control for Arborist Services, including Emergency Services, at various locations in the City of Garden Grove.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The performance period of the agreement shall be for a period of three years from November 1, 2011 through October 31, 2014 with an option to extend said agreement for two additional years, for a total performance period of five years. Option years shall be exercised one year at a time at the sole of the City. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with Proposal, Attachment "B". Contractor is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal, which is attached as Attachment "B" and is hereby incorporated by reference. The Proposal and this Agreement do not guarantee any specific amount of work.

3. **Compensation.** CONTRACTOR shall be compensated as follows:

- 3.1 **AMOUNT.** Total Compensation for this agreement for the first three years shall not exceed an amount of Nine Hundred Ninety Thousand Dollars (\$990,000.00) payable at \$330,000.00 annually, in arrears and in accordance with Scope of Work in RFP No. S-1076, which is attached as Attachment A, and is hereby incorporated by reference. Option years shall not exceed \$330,000.00 annually, for a total contract amount of \$1,650,000.00 One Million Six Hundred Fifty Thousand Dollars over a five year period.
- 3.2 All work shall be done in accordance with Technical Specification and RFP No. S-1076.
- 3.3 For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment B).
- 3.4 **Records of Expenses.** CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.5 **Termination.** CITY shall have the right to terminate this agreement, without cause, by giving three (3) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. **Insurance requirements.**

- 4.1 **COMMENCEMENT OF WORK.** CONTRACTOR/CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 **WORKERS COMPENSATION INSURANCE.** During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 **INSURANCE AMOUNTS.** CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

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

- 5. **Non-Liability of Officials and Employees of the City.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount, which may become due to CONTRACTOR
- 6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
  - a. CONTRACTOR  
West Coast Arborists, Inc.  
Attention: Pat Mahoney, President  
2200 E. Via Burton Street  
Anaheim, CA 92806
  - b. (Address of City) (with a copy to):  
City of Garden Grove Garden Grove City  
Attorney  
11222 Acacia Parkway 11222 Acacia Parkway  
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.

14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

17. **Prevailing Wages.** Notice is hereby given that in accordance with California Labor Code Section 1720, et seq. and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), the Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work or services pursuant to this Agreement are performed and not less than the general prevailing wage rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing



9/23/11

rates of per diem wages. Copies of the State prevailing wage rates and the latest revisions thereto are available on the Internet at [www.dir.ca.gov](http://www.dir.ca.gov). Contractor agrees to fully comply with all applicable federal and state labor laws (including without limitation, if applicable, the Prevailing Wage Laws.)

  
9/23/11

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(Agreement Signature Block On Next Page)



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

Date: 10-24-11

"CITY"  
CITY OF GARDEN GROVE

By: Matthew Fiedel

ATTESTED:

Kathleen Bauer  
City Clerk

Date: 10/25/11

"West Coast Arborists, Inc."

By: Patrick Mahoney

Name: Patrick Mahoney

Title: President

Date: \_\_\_\_\_

Tax ID No. 95-3250682

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

[Signature]  
Garden Grove City Attorney

9/22/11  
Date

**"ATTACHMENT A"**

**CITY OF GARDEN GROVE  
SPECIFICATIONS FOR  
STREET TREE MAINTENANCE**

**PART I: TREE TRIMMING**

**PART II: TREE WORK INCLUDING STUMP REMOVAL**

**PART III: TREE STUMP REMOVAL ONLY**

**PART IV: TREE ROOT PRUNING**

**PART I**

**Trimming, Removal and Disposal of Trimmings  
and other Vegetation from Trees Growing in the  
Parkways, Landscaped Medians, Frontages,  
Greenbelts, and Parks**

## **SPECIFICATIONS FOR TREE TRIMMING**

### **I. GENERAL INFORMATION**

For information and inspections as required, call the Tree Maintenance Section at 714/741-5384.

### **II. TYPE OF WORK**

- A. Trimming, removal and disposal of trimmings and other vegetation from various broad leaf trees, conifers, and palm trees.
- B. Bidder must hold a State of California Contractor's License (C-27) and be a certified Arborist. At the time of bid submittal.

### **C. PURPOSE OF WORK**

- D. Provide Street and sidewalk clearance to prescribed height
- E. Remove dead branches..
- F. Enhance tree health, and appearance.
- G. Prune any undesirable conditions as may be required by the City. The work shall begin within ten (10) days after each request and shall be diligently pursued until completion.
- H. Contractor shall, if necessary, make all arrangements necessary to have all power lines or utility lines temporarily disconnected for the safe trimming of the tree.

### **IV. SPECIFICATIONS FOR WORK: COMPLETE TRIM, THIN, SHAPE, BALANCE**

- A. Low branches overhanging streets shall be removed, where practical, to a minimum height above the street grade to fifteen feet (15'). Low branches overhanging sidewalks and parkways shall be removed to a minimum height of ten feet (10') and without detracting from the natural shape of the tree or as specified by the City.
- B. Shorten the length of limbs that extend beyond the natural perimeter of an otherwise symmetrical form.
- C. Prune end branches to lighten end weight where such overburden appears likely to cause breakage of limbs. Remove cross limbs, water sprouts and suckers.
- D. All trees on which vines are growing shall have said vines removed. Vine tendrils shall be removed in a manner, which will not injure trees or cause scarring of low branches and/or tree trunks.

- E. Topping and lion tailing shall be unacceptable pruning practices for trees.
- F. Dominant leaders should be selected for development as appropriate.
- G. Pruning cuts that removes a branch at its point of origin shall be made close to the trunk or parent branch without cutting into the branch bark ridge or branch collar or leaving a stub. The cambium tissues at the edge of the cuts are alive and healthy. Extreme flush cuts, which produce large wounds that weaken trees, shall not be allowed.
- H. The Contractor shall use lopper type trimming tools when requested. Standard chain saw type cutting tool will be acceptable.
- I. Pruning and cutting tools shall be kept sharpened to a condition that will permit leaving a unabraised cambium edge on final cuts. Such tools shall also be kept clean and free from infectious materials.
- J. All tree pruning shall be in accordance with the National Arborist Association pruning standard for shade trees, with ANSI A300 standard for tree care operation.

#### V. SPECIFICATIONS FOR WORK: CANOPY RAISE

- A. Raise up canopy, removing cross limbs, water sprouts and suckers, leaving lower structural branches free of foliage, with a light symmetrical canopy remaining to a minimum of 15 ft. over the street and 10 ft. sidewalks and parkways or as specified by the City.
- B. Reduce the width of the canopy and its lower outer structural branches 25%.
- C. Shorten the length of limbs, which extend beyond the natural perimeter of an otherwise symmetrical form.
- D. All trees on which vines are growing shall have said vines removed. Vine tendrils shall be removed in a manner that will not injure trees or cause scarring of low branches and/or tree trunks.
- E. Final pruning cuts shall be made to favor the earliest covering of the wound by callus growth. This requires that the wood be as small as practicable, and the cut be reasonably flush within the shoulder ring area and that the cambium tissues at the edge of the cut be alive and healthy. Extreme flush cuts that produce large wounds and weaken the tree at the cut shall not be allowed.
- F. Standard chain saw type cutting tools is acceptable. The Contractor shall use lopper type trimming tools when requested.
- G. Pruning and cutting tools shall be kept sharpened to a condition that will permit leaving a unabraised cambium edge on final cuts. Such tools shall also be kept clean and free from infectious materials.
- H. The use of climbing or spike shoes is not permitted.
- I. Trimming of trees should also provide adequate clearance for any obstructed street standard, mast-arm, globe, or public sign.

- J. Trim to clear all adjacent structures by a minimum of five feet (5').

## VI. SPECIFICATIONS FOR WORK: PALM TREE TRIMMING

### A. Standard Trim

1. Live healthy fronds should not be removed. Live, healthy fronds above horizontal shall not be removed. Exception: Palms encroaching electrical supply lines.

### A. Full Trim

1. All dead fronds or parts thereof shall be removed from the surface of the trunk of the tree, leaving a clean, unscathed appearance throughout the entire length of the palm. Fronds removed should be severed close to petiole base without damaging living trunk. All loose fronds sheaths shall be removed from the entire length of the palm.

## VII. CONDUCT OF OPERATION

- A. Cooperation with Others: The Contractor shall endeavor to maintain good customer service at all times. The work shall be conducted in a manner that will cause no interference and/or annoyance to the public.
- B. Supervision: The Contractor will assure that a qualified English speaking supervisor is present at all times when work is being performed. If a citizen has a complaint or concern about work being performed, the Contractor's supervisor shall make initial contact with the citizen and endeavor to resolve the problem.
- C. Inclement Weather: Work in trees shall be suspended during the periods of inclement weather, as determined by the Tree crew leader and City. Exceptions will be made for emergency calls.
- D. Emergency calls: Emergency response for tree related service needs to be within ninety minutes or less regardless of the weather condition and be available 24 Hrs a day, 365 days a year.
- E. Preservation of Property: The Contractor shall carefully protect from damage all existing trees, shrubs, plants and other growth and features, which remain. Contractor shall be liable for any and all damage to private property such as trees, plants, shrubs, other growth, irrigation systems, block walls, fences, etc., and under and above ground public utilities. Property shall be replaced or restored to its original condition within a 48-hour period, to the satisfaction of the City.
- F. Traffic Control: Pedestrian and vehicular traffic shall be allowed to pass through the work area, whenever possible to do so, safely and with as little inconvenience and delay as possible. The Contractor shall provide and maintain adequate barricades and warning devices. Flagmen shall be stationed as reasonably necessary for the safety of persons and vehicles.
1. All traffic control and work area setup shall be in accordance with the

uniform ordinances and practices committee of the Southern California Chapter American Public Works Association latest edition.

2. The Contractor shall supply each crew of workers with a sign for each end of the work, 36 inches by 36 inches (36" x 36"), with an appropriate stand, and flags for each worksite. The sign shall have orange background with black letters and shall read as follows: "Men working in trees."
  3. The Contractor shall post "No Parking - Tow Away" signs at the locations of work to be completed. A minimum of 24 hours prior to work. Signs are to be removed when work is completed.
- G. Storm water protection: Tree work activity Best Management Practices shall be adhered to at all times. Tree work activity shall be in compliance with the City of Garden Grove Local Implementation Plan (LIP), Adopted storm water quality municipal codes and ordinances.
- H. Contractor shall participate and provide Public information on the benefits and importance of Urban Forestry at certain City sponsored events.
- I. Removal of Brush and Debris: All trimmings, debris and other vegetation resulting from tree trimming tree removal or stumping operations shall be promptly removed from the work site and shall be reduced, revised, recycled, and/or transformed at the Contractor's expense. Weight slips will be required as proof of final disposal. All laws and ordinances applicable to and governing such disposal shall be fully complied with. Upon request of the resident or City, the wood shall remain and be stacked on the property in an orderly manner so as not to cause an obstruction to pedestrians or vehicular traffic.
- J. Daily Cleaning Up: The street, parkway, sidewalk, and yard areas of all property shall be left free of debris at the close of each day's operation.
- K. The Contractor shall notify the City two working days in advance before starting the work required by the contractor.
- L. If the Contractor, after having officially started said project area, should discontinue work for any cause, he shall notify the City of his intent to do so, and shall further notify the City of the date of restarting operations.
- M. Parking of the Contractor's vehicles at any given location on City residential streets for more than 24 hours, shall not be permitted. Vehicles shall not park in posted street sweeping zones on street sweeping day.
- N. All work shall be completed to the satisfaction and under the supervision of the City.
- O. Work Outside Regular Hours: Normal working hours shall be between the hours of 7:00 a.m. and 4:00 p.m., Monday thru Friday, excluding normal working days or holidays recognized by the City of Garden Grove. The City may allow the Contractor to work overtime in order that he may finish work within his time limit for completion, but the expense for such work shall be included in his bid prices, and will not be considered as an addition to the contract. The Contractor shall reimburse the City for the actual cost of

overtime inspection.

- P. The Contractor to whom the contract is awarded shall not subcontract any portion of the contract to another party or contractor without the specific written approval of the City.
- Q. The Contractor shall be required to remove and dispose of any fallen or hanging limbs or palm fronds for a period of thirty (30) calendar days after the completion of tree pruning in a project area.
- R. The Contractor, at their own expense, shall be responsible for contacting a licensed pest control applicator to eradicate beehives when they are located in a city tree.
- S. Any structural weakness of a tree, decayed trunk or branches, shall be reported to the City within two days, in writing (email/fax/letter), noting the location of hazard found in the tree by street address. If the problem is of a nature that it needs to be addressed right away, the site supervisor is to ensure the hazard is removed.

#### VIII. INSPECTION

- A. The Contractor shall provide to the City each morning a list of all trees to be trimmed, removed, or stumped. A City representative shall accompany contractor on daily inspection of each tree to make certain that the trees have been trimmed, removed or stumped to the satisfaction of the City.

#### IX. PAYMENT BY CITY

- A. The City shall make payment only for the actual number of trees trimmed, removed or stumped and then only after proper inspection has been made will authorization for payment be approved.



**PART II**

**TREE WORK INCLUDING  
TREE STUMP REMOVAL**

## TREE AND TREE STUMP REMOVAL

For general information as required, call the Tree Maintenance Section at (714) 741-5384. City contact phone number (714) 741 5375 which shall be used when emergency and/or immediate need requires response.

### I. Type of Work

- A. Provide complete tree removal and stump removal.

### II. Specifications for Tree Removal

- A. Removal of entire tree, stump remaining shall be no higher than 4 inches above soil grade and shall be removed within 24 hours after tree removal.
- B. Work shall begin within 10 days after each request and be diligently pursued until completion.
- C. Contractor shall make all arrangements necessary to have power or utility lines temporarily disconnected if necessary for the safe removal of the tree.
- D. When the removal requires special or additional means, there shall be no additional units or overall cost to the city without the authorization of the Streets Manager or authorized representative.
- E. Contractor is responsible for all underground service alerts (U.S.A.) 48 hrs before work is to begin. Contractor is also responsible to remove underground service alert paint markings, following all environmental laws, when the job is completed.

## **TREE STUMPING**

For general information as required, call the Tree Maintenance Section at (714) 741-5384. City contact phone number (714) 741 5375 which shall be used when emergency and/or immediate needs requires response.

### I. Type of Work

A. Provide complete tree stump and surface root removal.

### I. Specifications for stump and surface root removal:

A. Removal of entire stump to a depth of 18 inches below average soil grade.

B. Removal of all lateral surface roots to a depth of 8 inches below average soil grade as indicated 10 feet from the base of the stump.

C. When sidewalk is present, remove all surface roots between the curb and sidewalk to ten feet of both sides of the stump.

D. When no sidewalk present, remove surface roots to a ten-foot radius of the stump.

E. Backfill material shall be compacted to provide for minimal settling. It shall consist of an equal mixture of soil and stumped material, which shall be 3 inches above grade to provide for any soil settlement.

F. Contractor is responsible for all underground service alerts (U.S.A.) 48 hrs before work is to begin. Contractor is also responsible to remove underground service alert paint markings, following all environmental laws, when the job is completed.

**PART III**

**TREE STUMP REMOVAL ONLY**

## TREE STUMP REMOVAL ONLY

For general information as required, call the Tree Maintenance Section at (714) 741-5384. City contact phone number (714) 741 5375 which shall be used when emergency and/or immediate need requires response.

- I. Type of Work
  - A. Provide complete tree stump and surface root removal.
- I. Specifications for stump and surface root removal
  - A. Removal of entire stump to a depth of 18 inches below average soil grade.
  - B. Removal of all lateral surface roots to a depth of 8 inches below average soil grade as indicated 10' feet from the base of the stump.
  - C. When sidewalk is present, remove all surface roots between the curb and sidewalk to ten feet of both sides of the stump.
  - D. When no sidewalk present, remove surface roots to a ten-foot radius of the stump.
  - E. Backfill material shall be compacted to provide for minimal settling. It shall consist of an equal mixture of soil and stumped material, which shall be 3 inches above grade to provide for any soil settlement.
  - F. Contractor is responsible for all underground service alerts (U.S.A.) 48 hrs before work is to begin. Contractor is also responsible to remove underground service alert paint markings, following all environmental laws, when the job is completed.

**PART IV**  
**TREE ROOT PRUNING**

## **SPECIFICATIONS FOR "ROOT PRUNING"**

Root pruning work will be specified on work orders to the contractor with specific street address and location, as well as identifying root pruning along the sidewalk or curb.

Roots shall be pruned immediately adjacent to the edge of the sidewalk or curb or other improvement. Root pruning cuts shall be four (4) inches wide, ten (10) inches deep as measured from the top of sidewalk, eighteen (18) inches deep as measured from top of curb or adjacent improvement and extended eight (8) feet in each direction from the centerline of the tree, for a total of sixteen (16) feet in total length.

Root pruning equipment shall be specifically designed for this purpose with cutting teeth sharpened adequately to sever roots in a clean manner and equipped with padded tracks or rubber tires to prevent scraping or marking of sidewalks.

All cuts shall be backfilled and compacted immediately upon completion of root pruning at each location. Backfill material shall consist of soil and/or mulch from root pruning and shall be free from rocks. All excess debris generated by these operations shall be immediately removed from the site and properly disposed of outside the right-of-way.

Contractor is responsible for all underground service alerts (U.S.A.) 48 hrs before work is to begin. Contractor is also responsible to remove underground service alert paint markings, following all environmental laws, when the job is completed.

RFP No. S-1076  
ATTACHMENT "B"  
PRICE SCHEDULE/PROPOSAL  
TREE TRIMMING AND RELATED SERVICES

	TREE MAINTENANCE SERVICE:	UNIT	UNIT PRICE	UNIT PRICE IN WRITING
1.	GRID PRUNING	EA.	\$ 44.00	forty-four dollars
2.	SVC RQST PRUNING 0"- 6" DSH	EA.	\$ 25.00	twenty-five dollars
3.	SVC RQST PRUNING 7"- 12" DBH	EA.	\$ 60.00	sixty dollars
4.	SVC RQST PRUNING 13"- 18" DBH	EA.	\$ 90.00	ninety dollars
5.	SVC RQST PRUNING 19"- 24" DBH	EA.	\$ 90.00	ninety dollars
6.	SVC RQST PRUNING 25"- 30" DSH	EA.	\$ 90.00	ninety dollars
7.	SVC RQST PRUNING > 31" DSH	EA.	\$ 90.00	ninety dollars
8.	SVC RQST PRUNING WA ROBUSTA	EA.	\$ 44.00	forty-four dollars
9.	SVC RQST PRUNING WA FILIFERA	EA.	\$ 44.00	forty-four dollars
10.	SVC RQST PRUNING PHOENIX CAN	EA.	\$ 90.00	ninety dollars
11.	PALM SKINNING	FT.	\$ 10.00	ten dollars
12.	TREE AND STUMP REMOVAL	IN.	\$ 15.00	fifteen dollars
13.	TREE ONLY REMOVAL	IN.	\$ 10.00	ten dollars
14.	STUMP ONLY REMOVAL	IN.	\$ 6.00	six dollars
15.	WA ROBUSTA REMOVAL	FT.	\$ 15.00	fifteen dollars
16.	WA FILIFERA REMOVAL	FT.	\$ 15.00	fifteen dollars
17.	PHOENIX CAN REMOVAL	FT.	\$ 25.00	twenty-five dollars
18.	ROOT PRUNING	FT.	\$ 7.00	seven dollars
19.	ROOT BARRIER INSTALLATION	FT.	\$ 7.00	seven dollars
20.	PLANT 15 GALLON TREE	EA.	\$ 90.00	ninety dollars
21.	PLANT 24" BOX TREE	EA.	\$ 180.00	one hundred eighty dollars
22.	PLANT 36" BOX TREE	EA.	\$ 300.00	three hundred dollars
23.	ROOT SHAVING	HR.	\$ 50.00	fifty dollars
24.	SERVICE REQUEST PRUNING	HR.	\$ 50.00	fifty dollars
25.	CREW RENTAL- 1 MAN	HR.	\$ 50.00	fifty dollars
26.	CREW RENTAL-ONE - 3 MAN	HR.	\$ 150.00	one hundred fifty dollars
27.	EMERGENCY CREW RENTAL- PER MAN	HR.	\$ 50.00	fifty dollars

Revision "B" 7/28/11

It is intended that any other public agency (e.g., city, county district, public authority, public agency, municipality, and other political subdivision or public corporation) shall have the option to participate in any award made as a result of this solicitation at the same prices. The City shall incur no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for placing orders and making payments to the vendor.



RFP No. S - 1076  
 ATTACHMENT "B"  
 PRICE SCHEDULE/PROPOSAL  
 TREE TRIMMING AND RELATED SERVICES

	ADDITIONAL SERVICES	UNIT	UNIT PRICE	UNIT PRICE IN WRITING
28	LIGHT PRUNE Tree pruning with no more than 15% of the foliage removed during each prune cycle (excluding palm trees.)	EA.	\$ 33.00	thirty-three dollars
29	GPS STREET TREE INVENTORY <i>(Valued at approx. \$80,000)</i>	TREE SITE	No cost	zero dollars
30	USE OF ARBORACCESS <i>(while under contract)</i>	ANNUALLY	No cost	zero dollars

**Certificate of Insurance**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

**This is to Certify that**

WEST COAST ARBORISTS, INC  
 2200 EAST VIA BURTON  
 ANAHEIM CA 92806

NAME AND ADDRESS OF INSURED



**Liberty Mutual**

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY									
	<input type="checkbox"/> CONTINUOUS	<input type="checkbox"/> EXTENDED											
WORKERS COMPENSATION STATUTORY	<input checked="" type="checkbox"/> POLICY TERM	7/1/2012	WA2-66D-039499-071	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: CA	<table border="1"> <tr> <th colspan="2">EMPLOYERS LIABILITY</th> </tr> <tr> <td>Bodily Injury by Accident</td> <td>\$1,000,000 Each Accident</td> </tr> <tr> <td>Bodily Injury By Discase</td> <td>\$1,000,000 Policy Limit</td> </tr> <tr> <td>Bodily Injury By Discase</td> <td>\$1,000,000 Each Person</td> </tr> </table>	EMPLOYERS LIABILITY		Bodily Injury by Accident	\$1,000,000 Each Accident	Bodily Injury By Discase	\$1,000,000 Policy Limit	Bodily Injury By Discase	\$1,000,000 Each Person
EMPLOYERS LIABILITY													
Bodily Injury by Accident	\$1,000,000 Each Accident												
Bodily Injury By Discase	\$1,000,000 Policy Limit												
Bodily Injury By Discase	\$1,000,000 Each Person												
COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	7/1/2012	TB2-661-039499-011	General Aggregate	\$2,000,000								
				Products / Completed Operations Aggregate	\$2,000,000								
				Each Occurrence	\$1,000,000								
				Personal & Advertising Injury	\$1,000,000 Per Person / Organization								
				Other FIRE DAMAGES \$100,000	Other MEDICAL PAYMENTS \$5,000								
AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	7/1/2012	AS7-661-039499-031		<table border="1"> <tr> <td>Each Accident—Single Limit B.I. And P.D. Combined</td> <td>\$1,000,000</td> </tr> <tr> <td>Each Person</td> <td></td> </tr> <tr> <td>Each Accident or Occurrence</td> <td></td> </tr> <tr> <td>Each Accident or Occurrence</td> <td></td> </tr> </table>	Each Accident—Single Limit B.I. And P.D. Combined	\$1,000,000	Each Person		Each Accident or Occurrence		Each Accident or Occurrence	
Each Accident—Single Limit B.I. And P.D. Combined	\$1,000,000												
Each Person													
Each Accident or Occurrence													
Each Accident or Occurrence													
OTHER Umbrella Excess Liability		7/1/2011 7/1/2012	TH7-661-039499-041		\$5,000,000 PER OCCURRENCE/AGGREGATE								
ADDITIONAL COMMENTS See Addendum Attached. Reviewed and approved as to insurance language and/or requirements. 10-21-11 Heidi M. Jay Risk Management 8-11-11 Heidi M. Jay Risk Management													

\* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

**NOTICE OF CANCELLATION:** (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual Insurance Group

Certificate Holder  
 City of Garden Grove  
 Attn: Purchasing - Sandra Segawa  
 11222 Acacia Parkway  
 Garden Grove CA 92840

Elaine Ulan  
 AUTHORIZED REPRESENTATIVE  
 Los Angeles / 0603  
 818 W 7th Street, Suite 850  
 Los Angeles CA 90017  
 OFFICE PHONE DATE ISSUED  
 0564408  
 213-624-1171 6/15/2011

# CERTIFICATE - ADDENDUM

**NAMED INSURED**

WEST COAST ARBORISTS, INC  
2200 EAST VIA BURTON  
ANAHEIM CA 92806

**CERTIFICATE HOLDER**

City of Garden Grove  
Attn: Purchasing - Sandra Segawa  
11222 Acacia Parkway  
Garden Grove CA 92840

6/15/2011

RE: All jobs performed by the named insured during the policy term  
Per form CG 2010 0704 and CG 2037 0704, the City of Garden Grove, it's officers, officials, employees, agents and volunteers are additional insured under the General Liability policy and CA 2048 0299 under the Auto Liability policy if required by a written contract with the Named Insured, but only for the coverages and limits provided by the policy and the additional insured endorsement. This insurance shall be excess over any other coverage available to the additional insured, unless a written agreement obligates the named insured to provide insurance to the additional insured on another basis. In that event, this policy will apply on the basis required by the written agreement (Primary and Non-Contributory).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability Insurance.	All operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This endorsement is executed by the company below designated by an entry in the box opposite its name

Premium

Effective Date: 7/1/2011 Expiration Date: 7/1/2012

For attachment to Policy No.: TB2-661-039499-011

Audit Basis:

Issued to: West Coast Arborists Inc

- LIBERTY MUTUAL INSURANCE COMPANY
- LIBERTY MUTUAL FIRE INSURANCE COMPANY
- LIBERTY INSURANCE CORPORATION
- LM INSURANCE CORPORATION
- THE FIRST LIBERTY INSURANCE CORPORATION

*(L) A, XV*

*Dexter R. Jay*  
SECRETARY

*Edward F. Kelly*  
PRESIDENT

Countersigned by.....  
Authorized Representative

Issued: Sales Office and No.

CG 20 10 07 04

© ISO Properties, Inc., 2004

Page 1 of 1  
Reviewed and approved as to insurance language and/or requirements.

Reviewed and approved as to insurance language and/or requirements.  
*Heidi M. Jay 10-21-11*

8-11-11 *Heidi M. Jay*  
Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance.	Any location listed in such agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

This endorsement is executed by the company below designated by an entry in the box opposite its name

Premium

Effective Date: 7/1/2011      Expiration Date: 7/1/2012

For attachment to Policy No.: TB2-661-039499-011

Audit Basis:

Issued to: West Coast Arborists Inc

- LIBERTY MUTUAL INSURANCE COMPANY
- LIBERTY MUTUAL FIRE INSURANCE COMPANY Ⓛ A, XV
- LIBERTY INSURANCE CORPORATION
- LM INSURANCE CORPORATION
- THE FIRST LIBERTY INSURANCE CORPORATION

*Dexter R. Jay*  
SECRETARY

*Edmund F. Kelly*  
PRESIDENT

Countersigned by.....  
Authorized Representative

Issued:

Reviewed and approved as to insurance language and/or requirements.      Sales Office and No.  
*Heidi M. Jay*      10-21-11  
Risk Management

Reviewed and approved as to insurance language and/or requirements.  
8-11-11 *Heidi M. Jay*  
Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization for whom you have agreed in writing to provide liability insurance. But:

The insurance provided by this amendment:

1. Applies only to "bodily injury" or "property damage" arising out of (a) "your work" or (b) premises or other property owned by or rented to you;
2. Applies only to coverage and minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy; and
3. Does not apply to any person or organization for whom you have procured separate liability insurance while such insurance is in effect, regardless of whether the scope of coverage or limits of insurance of this policy exceed those of such other insurance or whether such other insurance is valid and collectible.

The following provisions also apply:

1. Where the applicable written agreement requires the insured to provide liability insurance on a primary, excess, contingent, or any other basis, this policy will apply solely on the basis required by such written agreement and Item 4. Other Insurance of SECTION IV of this policy will not apply.
2. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Item 4. Other Insurance of SECTION IV of this policy will govern.
3. This endorsement shall not apply to any person or organization for any "bodily injury" or "property damage" if any other additional insured endorsement on this policy applies to that person or organization with regard to the "bodily injury" or "property damage".
4. If any other additional insured endorsement applies to any person or organization and you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for that additional insured, this policy will apply solely on the basis required by such written agreement and Item 4. Other Insurance of SECTION IV of this policy will not apply, regardless of whether the person or organization has available other valid and collectible insurance. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Item 4. Other Insurance of SECTION IV of this policy will govern.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$  
 Effective Date 07/ 01/ 2011 Expiration Date 07/ 01/ 2012  
 For attachment to Policy No. TB2-661-039499-011  
 Audit Basis

Issued To West Coast Arborists Inc

*Dexter R. Legg*  
 SECRETARY

*Edward F. Kelly*  
 PRESIDENT

Countersigned by \_\_\_\_\_ Authorized Representative

Issued

Sales Office and No.

End. Serial No.

LN 20 01 06 05

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

*Heidi M. Jay* 10-21-11  
 Risk Management

8-11-11 *Heidi M. Jay*  
 Risk Management

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 "insured's" under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### SCHEDULE

**Name of Person(s) or Organizations(s):** Any person or organization whom you have agreed in writing to add as an additional insured but only to coverage and minimum limits of insurance required by the written contract agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Each person or organization indicated above 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.

This endorsement is executed by the company below designated by an entry in the box opposite its name

Premium		<input type="checkbox"/> LIBERTY MUTUAL INSURANCE COMPANY
Effective Date: 7/1/2011	Expiration Date: 7/1/2012	<input type="checkbox"/> LIBERTY MUTUAL FIRE INSURANCE COMPANY
For attachment to Policy No. AS7-661-039499-031	✓	<input checked="" type="checkbox"/> LIBERTY INSURANCE CORPORATION (L) A, XV
		<input type="checkbox"/> LM INSURANCE CORPORATION
		<input type="checkbox"/> THE FIRST LIBERTY INSURANCE CORPORATION

Audit Basis:  
Issued to: West Coast Arborists Inc

*Dexter R. Lapp*      *Edward F. Hill*  
SECRETARY                      PRESIDENT

Countersigned by..... Authorized Representative

Issued:                      Sales Office and No.

CA 20480299                      Copyright, Insurance Services Office, Inc., 1998

*Heidi M. Jay* 10-21-11                      *Heidi M. Jay* 8-11-11  
Risk Management                      Risk Management

AWARD OF CONTRACT TO WEST COAST ARBORISTS, INC. – RFP NO. S-1076, FOR AS-NEEDED TREE MAINTENANCE SERVICE  
(F: 55-West Coast Arborists, Inc.)

Staff report dated October 11, 2011, was introduced and reviewed by staff.

It was moved by Council Member Broadwater, seconded by Council Member Nguyen, and carried by unanimous vote that the contract for tree maintenance service, in the firm fixed price amount of \$330,000 per year for the first three years, with the option to renew the contract for an additional two years for a total not to exceed the amount of \$1,650,000 over a five year period, be and hereby is awarded to West Coast Arborists, Inc.; and the City Manager is authorized to execute the Agreement and each of the option year extensions, on behalf of the City.



## City of Garden Grove

### INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal  
Dept: City Manager  
Subject: AWARD OF CONTRACT TO WEST COAST ARBORISTS, INC., RFP NO. S-1076, FOR AS-NEEDED TREE MAINTENANCE SERVICE

From: William E. Murray  
Dept: Public Works  
Date: October 11, 2011

#### OBJECTIVE

To obtain City Council approval to award a contract to West Coast Arborists, Inc. (WCA), RFP No. S-1076, for as-needed tree maintenance service in an amount not to exceed \$330,000 per year.

#### BACKGROUND

The City has an urban forest of approximately 30,000 trees, with a current tree maintenance contract that expires on October 31, 2011. The new contract includes an addition of \$30,000 to cover Engineering projects that require tree services. RFP No. S-1076 was advertised on July 15, 2011, and re-advertised on July 22, 2011. The proposal document was posted on the City's website on July 15, 2011, via the Planet Bids on-line bidding system. A mandatory pre-proposal meeting was held on July 27, 2011, with four (4) companies in attendance.

#### DISCUSSION

Four (4) proposals were received and opened on August 15, 2011. The Source Selection Committee (SSC) review scores were completed on September 13, 2011. The analysis below indicates the Proposal Pricing and the SSC scores:

<b>COMPANY NAME</b>	<b>TOTAL COMBINED RATES</b>	<b>FINAL SSC SCORES</b>
<b>West Coast Arborists, Inc. Anaheim, CA</b>	<b>\$1697.00</b>	<b>3592</b>
Tree Elements, Inc. Chatsworth, CA	\$2894.00	2856
Trimming Land Co., Inc. South Gate, CA	\$2747.15	2810
Mariposa Landscapes, Inc. Irwindale, CA	\$1583.00	2800

RECOMMENDATION TO AWARD CONTRACT TO  
WEST COAST ARBORISTS, INC., RFP NO. S-1076  
FOR AS-NEEDED TREE MAINTENANCE SERVICE  
October 11, 2011  
Page 2

WCA has the highest scoring proposal, based on the widest selection and most current equipment, positive references, and most competitive pricing that best fit the needs of the City.

FINANCIAL IMPACT

The new contract for tree services is not-to-exceed \$330,000 per year. Funds are available in the Fiscal Year 2011/12 Public Works budget.

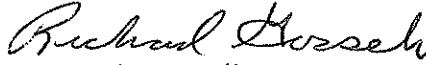
RECOMMENDATION

It is recommended that the Public Works Department seek City Council approval to:


- Award the contract to West Coast Arborists, Inc., in the firm, fixed price amount of \$330,000 per year for the first three years with the option to renew the contract for an additional two years for a total not to exceed the amount of \$1,650,000.00, over a five-year period.
- Authorize the City Manager to execute the agreement and each of the option year extensions.



WILLIAM E. MURRAY, P.E.  
Public Works Director/City Engineer

  
By: Richard Gosselin  
Public Works Supervisor

Attachment: Agreement

**Recommended for Approval**  
  
**Matthew Fertal**  
City Manager