

## AGREEMENT BIBLIOGRAPHY

Agreement With:	West Coast Arborist, Inc.
Agreement Type:	Arborist services
Date Approved:	10 22 2014
Start Date:	11 01 2014
End Date:	10 31 2015
Contract Amount:	\$330,000
Comments:	Amendment No. 1 Public Works
Insurance Expiration:	07 01 2015
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.*

Bruce A. Broadwater  
Mayor

Dina Nguyen  
Mayor Pro Tem

Steven R. Jones  
Council Member

Christopher V. Phan  
Council Member

Kris Beard  
Council Member

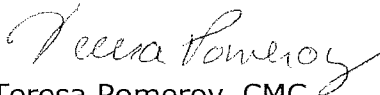
October 23, 2014

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.

Sincerely,

Kathleen Bailor, CMC  
City Clerk

  
By: Teresa Pomeroy, CMC  
Deputy City Clerk

Enclosure

c: Finance Department  
Finance Department/Purchasing  
Public Works

# City of Garden Grove

## AMENDMENT NO. 1

**FOR: 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.

This Amendment No. 1 to Contract is made and entered into this 22<sup>nd</sup> day of October, 2014, by and between the City of Garden Grove, hereinafter referred to as the "CITY", and **West Coast Arborists, Inc.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. 12-2452 effective November 1, 2011, and;

WHEREAS, Contractor and CITY desire to amend the Existing Contract as provided herein.

Now, therefore, it is mutually agreed, by and between the parties as follows:

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

The CITY hereby extends the performance period from November 1, 2014 to October 31, 2015.

Section 3.1, Compensation, shall be revised as follows:

The contract Amount is hereby increased from \$990,000.00 to a new Not to Exceed Amount of \$1,320,000.00 this is an increase of \$330,000.00 to exercise the first option year of the contract.

Section 4.0. INSURANCE - shall be revised as follows:

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR 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.

*If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.*

Except as expressly amended hereby, the Existing Contract remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: 10/22/14

**"CITY"  
CITY OF GARDEN GROVE**

By:   
City Manager

**ATTESTED:**

  
City Clerk

Date: October 23, 2014

**"CONTRACTOR"  
West Coast Arborists, Inc.**

By: 

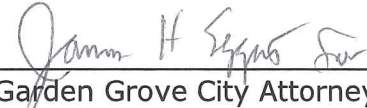
Name: Patrick Mahoney

Title: President

Date: 10/2/14

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:**

  
Garden Grove City Attorney

10-8-14  
Date

**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**  
**INSURANCE**

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 <input checked="" type="checkbox"/> POLICY TERM			
<b>WORKERS COMPENSATION STATUTORY</b>	7/1/2015	WA7-66D-039499-074	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: CA,NV,AZ	<b>EMPLOYERS LIABILITY</b>
				Bodily Injury by Accident \$1,000,000 Each Accident
				Bodily Injury By Disease \$1,000,000 Policy Limit
				Bodily Injury By Disease \$1,000,000 Each Person
<b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	7/1/2015	TB2-661-039499-014	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
				Each Accident—Single Limit \$2,000,000 B.I. And P.D. Combined
<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	7/1/2015	AS7-661-039499-034		Each Person
				Each Accident or Occurrence
				Each Accident or Occurrence
				Each Accident or Occurrence
<b>OTHER</b> Umbrella Excess Liability	7/1/2014 - 7/1/2015	TH7-661-039499-044	\$5,000,000 PER OCCURRENCE/AGGREGATE	
<b>ADDITIONAL COMMENTS</b>			Reviewed and approved as to insurance language and/or requirements. <i>Heidi M. Jay</i> Risk Management 10-21-14	

\* 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:

Cynthia Beck  
Cynthia.beck@libertymutual.com  
213-624-1171  
Liberty Mutual Insurance Group

Elaine.ulan@libertymutual.com  
*Elaine Ulan*

Certificate Holder

City of Garden Grove  
Risk Management  
PO Box 3070  
Garden Grove CA 92842

Los Angeles / 0603 AUTHORIZED REPRESENTATIVE  
818 W 7th Street, Suite 850 0564408  
Los Angeles CA 90017 213-624-1171 10/6/2014  
OFFICE PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Liberty Mutual Insurance Co. National Insurance West		NAMED INSURED WEST COAST ARBORISTS, INC 2200 EAST VIA BURTON ANAHEIM CA 92806	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** NM      **FORM TITLE:** Certificate of Casualty Insurance (07/10)  
**CERTIFICATE HOLDER:** City of Garden Grove Risk Management  
**ADDRESS:** PO Box 3070 Garden Grove CA 92842

RE: All jobs performed by the named insured during the policy term The City of Garden Grove, its officers, officials, agents, employees, and volunteers are additional insured (s) with regards to general liability and auto liability as their interest may appear where required by written contract.  
 The insurance afforded by the GL policy for the benefit of the additional insured shall be primary and non-contributory.  
 Schedule of underlying policies from the declaration pages of the excess policy attached.  
 Umbrella Excess policy "follows form" ✓

Policy Number TB2-661-039499-014  
Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### Change Endorsement

Named Insured West Coast Arborists, Inc.

Endorsement number 004

The following changes are effective as of the effective dates shown below and will terminate with the policy. All other provisions of the policy remain unchanged.

Effective Date: 10/15/2014

Additional Insured – Owners, Lessees or Contractors – Completed Operations, Form CG 20 37 04 13, is added to the policy as per the attached endorsement.

Additional Insured – Designated Person or Organization, Form CG 20 26 04 13, is added to the policy as per the attached endorsement.

Designated Insured, Form CA 20 48 02 99, is added to the policy as per the attached endorsement.

Primary and Noncontributory – Other Insurance Condition, Form CG 20 01 04 13, is added to the policy as per the attached endorsement.

✓ ~~10-21-14~~

Issued: MW 10/20/2014

IC 99 99 07 09

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Reviewed and approved as to insurance language  
and/or requirements

*Heidi M. Jay*  
Risk Management  
10-21-14

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

City of Garden Grove, its officers, officials, agents, employees, and volunteers

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 your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises owned by or rented to you.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

whichever is less.

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

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

Risk Management

10-21-14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED

This endorsement modified 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.

### SCHEDULE

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

City of Garden Grove, its officers, officials, agents, employees, and volunteers

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.

Policy No: TB2-661-039499-014 ✓  
Effective Date:  
Expiration Date:  
Sales Office:

Issued By:

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

*Heidi M. Jay*  
Risk Management

10-21-14

Endt Serial No:

Policy Number TB2-661-039499-014  
Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### Change Endorsement

Named Insured West Coast Arborists, Inc. Endorsement number 005

The following changes are effective as of the effective dates shown below and will terminate with the policy. All other provisions of the policy remain unchanged.

Effective Date: 10/15/2014

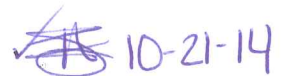
Additional Insured – Owners, Lessees or Contractors – Completed Operations, Form CG 20 37 04 13, is added to the policy as per the attached endorsement.

Issued: ACB 10/21/2014

IC 99 99 07 09

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Page 1 of 1

A handwritten signature in blue ink, possibly reading 'J. H. Smith', is written over the date '10-21-14'.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Garden Grove, its officers, officials, agents employees, and volunteers	All locations as required by a written contract or agreement entered into prior to an occurrence or offense

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

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

However:

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

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

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

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

*Heidi M. Jay*  
Risk Management  
10-21-14

**COMMERCIAL LIABILITY –  
UMBRELLA DECLARATIONS**



Policy Number: TH7-661-039499-044 ✓

Renewal of: TH7-661-039499-043

Producer:

LIBERTY MUTUAL COMMERCIAL MARKETS  
175 BERKELEY STREET  
BOSTON, MA 02116

**Item 1. Named Insured and Mailing Address:**

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

The Named Insured is: Corporation

Business of the Named Insured is: Lawn and garden services

**Item 2. Policy Period:** 7/1/2014 to 7/1/2015 at 12:01 A.M. standard time at above mailing address.

**Item 3.** In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

LIMITS OF INSURANCE

Each Occurrence Limit	\$ 10,000,000
General Aggregate Limit	\$ 10,000,000
Products-Completed Operations Aggregate Limit	\$ 10,000,000

**Item 4. Self-Insured Retention - Each Occurrence:** \$ 10,000

**Item 5. Premium:**

Premium Basis	Audit Basis	Estimated Exposure	Rate	Advance Premium
	0			\$

Terrorism Risk Insurance Act:	\$
Total Advance Premium:	\$

Minimum Premium: \$

Issued by:  
Liberty Insurance Corporation  
175 Berkeley St.  
Boston, MA 02117  
617-357-9500

Issued	Code Number	Account Number	Sub-Account Number
Tb 08/13/2014	99935	6-039499	0000

10-21-14

## Item 6. Underlying Insurance

Coverage	Insurer Policy Period Policy Number	Limits of Insurance
Employers Liability	Liberty Mutual Insurance Company 7/1/2014 to 7/1/2015 WA7-66D-039499-074	\$1,000,000 By Accident Each Accident \$1,000,000 By Disease Policy Limit \$1,000,000 By Disease Each Employee
Auto Liability	Liberty Mutual Insurance Company 7/1/2014 to 7/1/2015 AS7-661-039499-034	\$2,000,000 CSL
General Liability	Liberty Mutual Insurance Company 7/1/2014 to 7/1/2015 TB2-661-039499-014	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products/Completed Ops Aggregate \$1,000,000 Pers & Adv Injury Limit

These Declarations and any Declarations Extension Schedules, together with the Coverage Form and any Endorsement(s) complete this policy.

Forms and Endorsements attached to this policy: See Attached Schedule

Countersigned by:

*Dana D. Spitzer*

\_\_\_\_\_  
Authorized Company Representative