

AGREEMENT BIBLIOGRAPHY

Agreement With:	West Coast Arborists, Inc.
Agreement Type:	Arborist services, including emergency services at various locations
Date Approved:	07 26 2017
Start Date:	07 01 2017
End Date:	06 30 2018
Contract Amount:	\$390,000
Comments	File No. 55 Amendment No. 1 Public Works
Insurance Expiration:	07 01 2018
Date Archived:	ARCHIVED 07/28/2017



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.*


July 27, 2017

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

Enclosed is an copy of Amendment No. 1 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,

Teresa Pomeroy, CMC
City Clerk


By: Liz Vasquez
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Public Works Department

Steven R. Jones
Mayor

Phat Bui
Mayor Pro Tem - District 4

Kris Beard
Council Member - District 1

John R. O'Neill
Council Member - District 2

Thu-Ha Nguyen
Council Member - District 3

Stephanie Klopfenstein
Council Member - District 5

Kim Bernice Nguyen
Council Member - District 6

CITY OF GARDEN GROVE

AMENDMENT NO. 1

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 Furnish all Labor, Materials, Equipment, and Traffic Control for Arborist Services, including Emergency Services, at Various Locations in the City of Garden Grove is made and entered into this 26 day of July 2017, by and between the CITY OF GARDEN GROVE, hereinafter referred to as "CITY", and West Coast Arborists, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. 154933 effective July 1, 2016.

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 July 1, 2017 to June 30, 2018.

Section 3: Compensation - shall be revised as follows:

The contract Price is hereby increased from \$290,000.00 to a new Firm Fixed Price of \$680,000.00. This is an increase of \$390,000.00 to cover the first option year.

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: 7/26/17

"CITY"
CITY OF GARDEN GROVE

By: 
City Manager

ATTESTED:


Deputy City Clerk

Date: 7/27/17

"CONTRACTOR"
West Coast Arborists, Inc.,

By: _____


Name: Patrick Mahoney 

Title: President

Date: June 20, 2017

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

6-29-17

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 A,XV

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 Limits	<input checked="" type="checkbox"/>	POLICY TERM	7/1/2018	WA7-66D-039499-077	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: All States Except: ND, OH, WA, WY	EMPLOYERS LIABILITY 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	
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE			7/1/2018	TB2-661-039499-017	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 Damage to premises rented to you \$300,000	Other Medical Expense \$5,000
							Each Accident—Single Limit \$2,000,000 B.I. And P.D. Combined
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED			7/1/2018	AS7-661-039499-037		Each Person	
						Each Accident or Occurrence	
						Each Accident or Occurrence	
						Each Accident or Occurrence	
OTHER Umbrella Excess Liability			7/1/2017 - 7/1/2018	TH7-661-039499-047		\$5,000,000 Per Occurrence/Aggregate	
ADDITIONAL COMMENTS 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 with regards to general liability and automobile liability, as their interest may appear, where required by written contract. The insurance afforded by the general liability policy for the benefit of the additional insured shall be primary and non-contributory. The Umbrella Excess policy follows form.							

Reviewed and approved as to insurance language and/or requirements.
Heidi M. Day 7-26-17
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

RE: All jobs performed by the named insured during the policy term

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

Elaine Ulan
Elaine Ulan
AUTHORIZED REPRESENTATIVE
Los Angeles / 0603 0564408
818 W 7th Street, Suite 850
Los Angeles CA 90017 213-443-0782 6/13/2017
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

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

<p>Name Of Additional Insured Person(s) Or Organization(s): City of Garden Grove, its officers, officials, agents, employees, and volunteers</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

Heidi M. Jay
Risk Management
7-26-17

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

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.

SCHEDULE

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

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

Location And Description Of Completed Operations

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.

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

Heidi M. Jay
Risk Management
7-26-17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage 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
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

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

Nedra M. Jay
Risk Management
7-26-17

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 applied to insurance language
and requirements

Heidi M. Jay
7-26-17