

AGREEMENT BIBLIOGRAPHY

Agreement With:	West Coast Arborists, Inc.
Agreement Type:	Arborist services, including emergency services at various locations
Date Approved:	07 27 2018
Start Date:	07 01 2018
End Date:	06 30 2019
Contract Amount:	\$390,000
Comments	File No. 55 Amendment No. 2 Public Works
Insurance Expiration:	07 01 2019



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.*

Steven R. Jones
Mayor

Kris Beard
Mayor Pro Tem - District 1

John R. O'Neill
Council Member - District 2

Thu-Ha Nguyen
Council Member - District 3

Patrick Phat Bui
Council Member - District 4

Stephanie Klopfenstein
Council Member - District 5

Kim Bernice Nguyen
Council Member - District 6

July 30, 2018

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

Enclosed is an copy of Amendment No. 2 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

CITY OF GARDEN GROVE

AMENDMENT NO. 2

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. 2 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 27th day of July 2018, 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, 2018 to June 30, 2019.

Section 3: Compensation - shall be revised as follows:


The contract Price is hereby increased from \$680,000.00 to a new Firm Fixed Price of \$1,070,000.00. This is an increase of \$390,000.00 to cover the second option year per the Schedule of Compensation for Year 2018-2019 which is attached as Attachment A.

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. 2 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: 7/26/18

"CITY"
CITY OF GARDEN GROVE

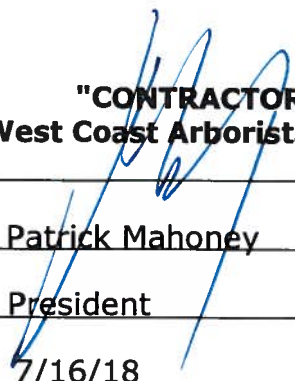
By: 
City Manager

ATTESTED:


City Clerk

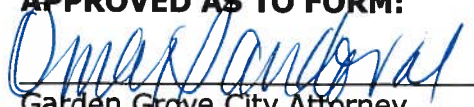
Date: 7/27/18

"CONTRACTOR"
West Coast Arborists, Inc.,

By: 
Name: Patrick Mahoney
Title: President
Date: 7/16/18

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

7-17-18
Date

CITY OF GARDEN GROVE

Schedule of Compensation for Year 2018 - 2019

Tree Maintenance Services performed by WCA, Inc.

Item	Description	Unit	Proposed Prices
1	Grid Pruning	Each	\$64.75
2	Svc Rqst Pruning 0-6 DSH	Each	\$24.65
3	Svc Rqst Pruning 7-12 DSH	Each	\$64.75
4	Svc Rqst Pruning 13-18 DSH	Each	\$80.20
5	Svc Rqst Pruning 19-24 DSH	Each	\$121.30
6	Svc Rqst Pruning > 24 DSH	Each	\$162.40
7	Svc Rqst Pruning WA Robusta	Each	\$64.75
8	Svc Rqst Pruning WA Filifera	Each	\$64.75
9	Svc Rqst Pruning Phoenix Can	Each	\$100.75
10	Palm Skinning	Foot	\$10.30
11	Tree and Stump Removal	Inch	\$28.80
12	Tree Only Removal	Inch	\$18.50
13	Stump Only Removal	Inch	\$10.30
14	WA Robusta Removal	Foot	\$20.55
15	WA Filifera Removal	Foot	\$20.55
16	Phoenix Can Removal	Foot	\$25.70
17	Plant 15 Gallon Tree	Each	\$97.65
18	Plant 24" Box Tree	Each	\$149.05
19	Plant 36" Box Tree	Each	\$179.90
20	Root Pruning	Foot	\$15.40
21	Root Barrier Installation	Foot	\$15.40
22	Root Shaving	Man Hour	\$51.40
23	Service Request Pruning	Man Hour	\$71.95
24	Crew Rental - per man	Man Hour	\$71.95
25	Emergency Crew Rental - per man	Man Hour	\$92.50

New prices reflect a 2.8% increase based on the Consumer Price Index for the LA-Riverside-OC region.

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			
WORKERS COMPENSATION Statutory Limits	<input checked="" type="checkbox"/>	<input type="checkbox"/>	7/1/2019 <i>Reviewed and approved as to insurance language and requirements.</i> <i>Heidi M. Jay</i> Risk Management 7-26-18	WA7-66D-039499-078 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
	<input type="checkbox"/>	<input type="checkbox"/>			Bodily Injury By Disease \$1,000,000 Policy Limit
	<input type="checkbox"/>	<input checked="" type="checkbox"/>			Bodily Injury By Disease \$1,000,000 Each Person
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE RETRO DATE: _____	<input type="checkbox"/>	<input type="checkbox"/>	7/1/2019 TB2-661-039499-018	General Aggregate Products / Completed Operations Aggregate Each Occurrence Personal & Advertising Injury Other Damage to premises rented to you \$300,000	\$2,000,000
	<input type="checkbox"/>	<input type="checkbox"/>			\$2,000,000
	<input type="checkbox"/>	<input type="checkbox"/>			\$1,000,000
	<input type="checkbox"/>	<input type="checkbox"/>			\$1,000,000 Per Person / Organization
	<input type="checkbox"/>	<input type="checkbox"/>			Other Medical Expense \$5,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	<input type="checkbox"/>	<input type="checkbox"/>	7/1/2019 AS7-661-039499-038	\$2,000,000 Each Accident—Single Limit B.I. And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence	Each Accident—Single Limit B.I. And P.D. Combined
	<input type="checkbox"/>	<input type="checkbox"/>			Each Person
	<input type="checkbox"/>	<input type="checkbox"/>			Each Accident or Occurrence
	<input type="checkbox"/>	<input type="checkbox"/>			Each Accident or Occurrence
OTHER Umbrella Excess Liability	<input type="checkbox"/>	<input type="checkbox"/>	7/1/2018 - 7/1/2019 TH7-661-039499-048	\$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.

* 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:

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

Liberty Mutual
Insurance Group

Elaine.Wan@LibertyMutual.com

Certificate Holder

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

Elaine Wan

Elaine Wan

Los Angeles / 0603
818 W 7th Street, Suite 850
Los Angeles CA 90017

AUTHORIZED REPRESENTATIVE
0564408

213-443-0782
6/12/2018
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 – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL 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", "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.

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 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.

C. 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):

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

Any location work is performed

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

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

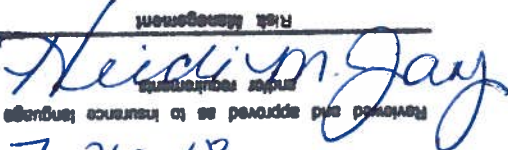
**Name Of Additional Insured Person(s)
Or Organization(s):**

All persons or organizations with whom you have entered into a written contract or agreement, prior to an occurrence or offense, to provide additional insured status.

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.


 Reviewed and approved as to insurance language
 and/or requirements
 Risk Management
 7-20-18

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

7-26-18

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

<p>Name Of Person(s) Or Organization(s):</p> <p>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 agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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.

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

Neidra M. Jay
Risk Management
7-26-18