

Purchase Order

CHANGE ORDER - REPRINT

City of Costa Mesa

City of Costa Mesa
Finance Dept./Purchasing
77 Fair Drive, 1st Floor
Costa Mesa CA 92626
United States

Vendor: 0000004498
West Coast Arborists Inc
2200 E Via Burton St
Anaheim CA 92806-1221
United States
Fax: 714/956-3745

Purchase Order	Date	Revision	Page
CITY - 0000015069	01/25/2022	1-03/09/2022	1
Payment Terms	Freight Terms	Ship Via	
N30	Destination	COM	
Buyer: <u>Urueta, Stephanie</u>		Currency Code: <u>usd</u>	

Ship To: City of Costa Mesa
Public Svs. Corporation Yard
2300 Placentia Ave.
Costa Mesa CA 92627
United States

Bill To: City of Costa Mesa
Accounts Payable
PO Box 1200
Costa Mesa CA 92628-1200
United States

Tax Exempt? N Tax Exempt ID:

Line-Schd Item	Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Maintenance Services Agreement		1.00	LT	362,327.04	362,327.04	06/30/2022
Schedule Total						362,327.04	

Includes Grid Trimming, specialty trimming, tree removals and tree plantings.

Root pruning: Annual total estimated cost includes the cost for all labor, materials, permits, special equipment, licenses, hauling and disposal fees necessary to complete the contract requirements. Root pruning and installation shall be done on an "as needed" basis per Departments requirement.

Grid Pruning Designated Districts are to be pruned in their entirety. This includes all small, medium, large hardwood trees and annual Palm Tree pruning. Tree pruning will include crown cleaning, raising and slight thinning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices), and the ANSI A300 Standards. Special projects that are difficult to access, that require the need for specialty equipment (i.e. 95-foot tower, crane, etc.) or pruning for aesthetics, crown reduction or crown restoration will fall under Crew Rental.

Term: October 1, 2019 - November 30, 2021 w/two (2) one-year renewal options.
Compensation: Annual NTE \$616,352.00

Amendment No. 1 - Renewal Option, December 1, 2021 - November 30, 2023
Compensation: Annual NTE \$616,352.00

Amendment No. 2 - February 17, 2022 CPI increase of \$12,327.04 (2%)
Compensation: Annual NTE \$628,679.04

Item Total 362,327.04

Notes:

- 1) Department Contact Person: Robert Ryan (714) 327-7499 or Jim Ortiz (714) 327-7490
 - 2) Vendor Contact Person: Randy Thompson (714) 991-1900 rthompson@wcainc.com
 - 3 Pricing based on Coop Agreement w/City of Encinitas RFP No. 2017-13 (pg. 22)/Subject to CPI/Council approved 9/3/19
 - 4)**This Purchase Order serves as a written contract for the work listed above. As stated on the back of the Purchase Order Item #16, Commercial General Liability (1) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement." (2) Notice: "Said policy shall not terminate, nor shall it be cancelled nor the coverage reduced, until thirty (30) days after written notice is given to the City." (3) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy from the vendor". Consultant agrees to waive, and to obtain endorsements from its workers compensation insurer waiving subrogation rights under its workers compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers compensation insurance policies.
- Change Order No. 1 - Add'l funds of \$150,000 to cover services for April - June. & Amendment No. 2 CPI increase of \$12,327.04 (2%)

Internal Notes:

525201-101-19500-40111 = \$200,000 (Funds cover services for the mos. of Dec. - June) - \$ 180,810.85 (paid) = \$19,189.15
+ \$150,000 (C/O#1) + \$12,327.04 (C/O#1) = \$181,516.19 (REMAINING UN-ENCUMBERED AMOUNT FOR OPERATIONAL ONLY IS \$220,852.)
GL WC Auto 7/1/22
Replace PO#14468
File C02925

Total PO Amount 362,327.04

Accounts Payable: (714) 754-5216 or 5073. Purchase Order Number and Department Organization Number must appear on all invoices and shipping papers. Invoice must state complete or partial delivery. Include your Taxpayer ID Number.

Authorized Signature

[Signature]

CONDITIONS. The following standard conditions are always applicable, and the following work order conditions are also applicable when this order provides for performance of any work.

STANDARD CONDITIONS

1. **Law:** This contract is governed by the laws of the State of California. The provisions of the Uniform Commercial Code shall apply except as otherwise set forth in this contract.
2. **Contract:** This order, when accepted by SELLER either in writing or by the shipment of any article or other commencement of performance hereunder, constitutes the entire contract between SELLER and the CITY, no exceptions, alternates, substitutes or revisions are valid or binding on the CITY unless authorized by the CITY in writing. The SELLER acknowledges that he has read and agrees to all terms and conditions of this contract/purchase order. The only terms and conditions that will be applicable to the interpretation of this contract are those issued by the City of Costa Mesa.
3. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California State sales or use tax. The City is exempt from Federal excise tax.
4. **Delivery:** Time of delivery is the essence of this contract. The CITY reserves the right to refuse any goods and to cancel all or any part of the goods not delivered by the due date and/or not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind CITY to accept future shipments, nor deprive it the right to return goods already accepted, at SELLER'S expense. Over-shipments and under-shipments shall be only as agreed to by CITY.
5. **Risk of Loss:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by CITY. Payment shall be made after satisfactory acceptance of shipments by the CITY.
6. **Warranty:** SELLER expressly warrants that the goods covered by this order are of merchantable quality, satisfactory and safe for consumer use, and are fit for the particular purpose as set forth in the CITY'S specification. Acceptance of this order shall constitute an agreement upon SELLER'S part to indemnify and hold harmless from liability, loss, damage and expense, including reasonable attorney fees, incurred or sustained by CITY, its officers, employees and agents, by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and noncompliance with any applicable local, State or Federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. Inspection by the City of Costa Mesa or its agents or employees and acceptance of the articles, materials and work covered by this contract shall not constitute release or waiver of the City of Costa Mesa's rights by reason of failure of Contractor to comply with any of the warranties contained herein. Warranties herein expressed or implied shall be construed as consistent with each other and as cumulative and, where in conflict, the specifications of the City of Costa Mesa shall be paramount.
7. **Infringement:** SELLER shall indemnify and defend CITY, at SELLER'S expense, against all claims, demands, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished hereunder.
8. **Assignment:** Neither this order nor any claim against CITY arising directly or indirectly out of or in connection with this order shall be assignable by SELLER or by operation or law, nor shall SELLER subcontract any obligations hereunder, without CITY'S prior written consent.
9. **Default:** If SELLER or any subcontractor breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntarily or involuntarily) or makes assignment for the benefit of creditors, CITY shall have the right, in addition to any other rights it may have hereunder or by law, to terminate this order by giving SELLER written notice whereupon (a) CITY shall be relieved of all further obligation hereunder, except to pay the reasonable value of SELLER'S prior performance, but not more than the contracted price, and (b) CITY may procure the articles or services from other sources and may deduct from unpaid balance due the vendor or may collect against the bond or surety, or may invoice the vendor for excess cost so paid. The price paid by CITY shall be considered prevailing market price at the time such purchase is made.
10. **Labor Disputes:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, SELLER shall immediately give written notice thereof to CITY.
11. **Nondiscrimination:** In the performance of the terms of any contract resulting from this order, SELLER agrees that they will not engage nor permit such subcontractors, where applicable as he may employ, from engaging in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, disability or religion of such person.
12. **Termination:** The CITY reserves the right to terminate this contract without penalty and without cause after 30 days' written notice unless otherwise specified.
13. **Labor Code Section 1771.1 (A):** A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

WORK ORDER CONDITIONS

14. **Performance:** SELLER shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefor; shall obtain and maintain all building and other permits and licenses required by public authorities in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. SELLER shall conduct all operations in SELLER'S own name and as independent contractor, and not in the name of, or as an agent for CITY.
15. **Indemnification:** The Contractor hereby agrees to defend at his own cost and to indemnify and hold harmless the City of Costa Mesa, its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, howsoever caused, resulting directly or indirectly from or connected with the performance of the contract (including but not limited to such liability, costs, damage, loss, claim, or expense arising from the death or injury to an agent or employee of the Contractor, subcontractor, or the City of Costa Mesa or loss of, damage to, or destruction of the property of Contractor, subcontractor, or of the City of Costa Mesa, or of any agent or employee of the Contractor, subcontractor, or of the City of Costa Mesa), except where such liability, damages, costs, losses, claims or expenses are caused solely by the negligent or wrongful acts of the City of Costa Mesa or any of its agents or employees other than negligent omission or commissions of the City of Costa Mesa, its agents or employees, in connection with the general supervision or direction of the work to be performed hereunder. The Contractor, in addition to the foregoing, specifically shall indemnify and save harmless the City of Costa Mesa, any and all of the City of Costa Mesa's officers, agents, and employees, from any liability by reason of California safe place statutes or similar provisions pertaining to the workplace or safety of materials or equipment supplied by the City of Costa Mesa or others at the direction of the City of Costa Mesa and used in the performance of the work hereunder.
16. **Insurance:** SELLER shall maintain in full force during the term of this contract the following insurances, in a form and with companies as approved by the CITY, with limits not less than those specified: (a) Worker's Compensation and Employer's Liability complying with any statutory requirements; (b) Commercial General Liability Insurance including broad form property damage, products/completed operations and contractual liability coverage, with a \$1,000,000 combined single limit each occurrence; Endorsements to the Commercial General Liability Insurance shall be obtained by contractor, adding the following three provisions: (1) Additional Insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement." (2) Notice: "Said policy shall not terminate, nor shall it be cancelled nor the coverage reduced, until thirty (30) days after written notice is given to City." (3) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy." (c) Comprehensive Auto Liability (including the owned, non-owned and hired automobile hazards) with \$1,000,000 combined single limit each occurrence. If the CITY so desires, these limits may be increased or decreased.
17. **Bills and Liens:** SELLER shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. SELLER shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, SELLER shall promptly procure its release and indemnify CITY against all damages and expense incident thereto.
18. **Bonds:** If the CITY so desires, SELLER shall provide payment and performance bonds as required.
19. **Changes:** SELLER shall make no change in the work or perform any additional work without the CITY'S specific written approval.

MISCELLANEOUS CONDITIONS

20. All plants and materials must be free of pests and disease. If any are found, the material will be rejected and refused. Vendor will pick up at no cost to the CITY.
21. Vendor is required to provide a completed MSDS (Material Safety Data Sheet) for hazardous substances as required by Labor Code Sections 8390; General Industrial Safety Order, Section 5194; and Title 8, California Admins. Code. MSDS sheet for each specified item shall be sent to place of shipment, and a copy sent to the Purchasing Division.

DEFINITION

Whenever used herein, "CITY" shall mean, City of Costa Mesa, a political subdivision of the State of California.

**AMENDMENT NUMBER TWO
TO MAINTENANCE SERVICES AGREEMENT
WITH
WEST COAST ARBORISTS, INC.**

THIS AMENDMENT NUMBER TWO ("Amendment") is made and entered into this 17th day of February, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and WEST COAST ARBORISTS, INC., a California corporation ("Contractor").

WHEREAS, City and Contractor entered into a Maintenance Services Agreement dated October 1, 2019 for Contractor to provide tree maintenance services (the "Agreement"), by piggybacking onto the Encinitas Contract; and

WHEREAS, the Agreement provides for an initial term through November 30, 2021, with the option for the City to extend the term for one (1) successive two (2) year period, contingent upon an extension to the Encinitas Contract; and

WHEREAS, the Encinitas Contract was extended for a period of three (3) years, through January 8, 2025; and

WHEREAS, on November 30, 2021, City and Contractor extended the term for two (2) years, through November 30, 2023; and

WHEREAS, pursuant to the Agreement, Contractor may request to increase prices based on an increase in the Consumer Price Index for All Urban Consumers for the Los Angeles—Long Beach—Anaheim area (CPI) following the initial term by requesting in writing at least 60 days prior to the anniversary date of the Agreement. The Agreement provides that adjustments will be determined using the June index for the current year and the June index for the preceding year, and that no increase in Contractor's prices shall exceed two percent (2%); and

WHEREAS, in December 2021, Contractor requested to increase prices based on CPI; and

WHEREAS, the June 2020 to June 2021 increase in CPI was four percent (4%); and

WHEREAS, City has agreed to waive the requirement that the request to increase prices be made 60 days prior to the anniversary date and approve an increase of two percent (2%); and

WHEREAS, City and Contractor desire to set forth Contractor's increased prices and increase Contractor's maximum annual compensation accordingly.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Commencing on the Effective Date, Contractor shall be paid in accordance with the amended fee schedule set forth in Exhibit "A," attached hereto and incorporated herein.

2. Section 4.4 shall be amended to reflect that Contractor's annual compensation shall not exceed Six Hundred Twenty-Eight Thousand Six Hundred Seventy-Nine Dollars and Four Cents (\$628,679.04.)
3. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
4. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect.
5. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

Don Amador H

City Manager

Date: 3/8/2022

CONTRACTOR

[Signature]
Signature

Patrick Mahoney, President
Name and Title

Date: 2/17/22

ATTEST:

Brenda Green 3/8/2022
City Clerk



APPROVED AS TO FORM:

Kimberly Hael Barlow
City Attorney

Date: 3/8/22

APPROVED AS TO INSURANCE:



Risk Management

Date: 3/3/22

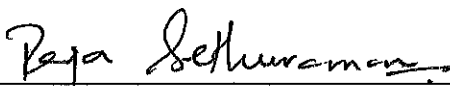
APPROVED AS TO CONTENT:



Project Manager

Date: March 2, 2022

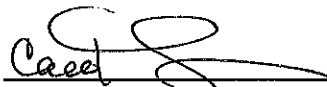
DEPARTMENTAL APPROVAL:



Public Services Director

Date: 3-3-22

APPROVED AS TO PURCHASING:



Finance Director

Date: February 24, 2022

EXHIBIT A
AMENDED FEE SCHEDULE

**Schedule of Compensation for Year 2022****Tree Maintenance Services performed by WCA, Inc.**

Item	Description	Unit	Proposed Prices
1	Grid Pruning	Each	\$63.25
2	Svc Rqst Pruning 0-6 DSH	Each	\$63.25
3	Svc Rqst Pruning 7-12 DSH	Each	\$83.65
4	Svc Rqst Pruning 13-18 DSH	Each	\$104.05
5	Svc Rqst Pruning 19-24 DSH	Each	\$144.85
6	Svc Rqst Pruning 25-30 DSH	Each	\$236.65
7	Svc Rqst Pruning 31-36 DSH	Each	\$308.05
8	Svc Rqst Pruning 36+ DSH	Each	\$410.05
9	Crown Raise/Clearance Prune	Each	\$25.50
10	Date Palm Pruning	Each	\$153.00
11	Date Palm Trunk Cleaning	Foot	\$20.40
12	Palm Pruning	Each	\$63.25
13	Palm Trunk Cleaning	Foot	\$12.25
14	Tree & Stump Removal 0-6 DSH	Inch	\$20.40
15	Tree & Stump Removal 7-30 DSH	Inch	\$30.60
16	Tree & Stump Removal 31+ DSH	Inch	\$40.80
17	Stump Grinding	Inch	\$12.25
18	Plant 15 Gallon Tree	Each	\$147.90
19	Plant 24" Box Tree	Each	\$244.80
20	Plant 36" Box Tree	Each	\$841.50
21	Plant 48" Box Tree	Each	\$1,479.00
22	Plant 60" Box Tree	Each	\$2,448.00
23	Tree Watering	Man Hour	\$71.40
24	Root Barrier Installation	Foot	\$20.40
25	Root Pruning	Foot	\$15.30
26	Lumber Milling	Foot	\$8.15
27	GPS Tree Inventory	Each	\$3.05
28	Tree Spraying - ground level	Inch	\$2.05
29	Tree Spraying - aerial	Inch	\$4.10
30	Insecticide Trunk Banding	Inch	\$5.10
31	PGR Trunk Banding	Inch	\$2.05
32	PGR Soil Application	Inch	\$4.10
33	Insecticide/Fungicide Soil Application	Inch	\$2.05
34	Fertilizer Drenching	Inch	\$2.05

**Schedule of Compensation for Year 2022****Tree Maintenance Services performed by WCA, Inc.**

Item	Description	Unit	Proposed Prices
35	Insecticide/Miticide Trunk Injection	Inch	\$4.10
36	Fungicide Trunk Injection	Inch	\$3.60
37	Insecticide & Fungicide Trunk Injection	Inch	\$8.15
38	Ground Penetrating Radar	Hour	\$816.00
39	Arborist Services	Man Hour	\$142.80
40	Crew Rental - per worker	Man Hour	\$71.40
41	Emergency Response (3 workers @ \$306/hr)	Man Hour	\$102.00
42	Specialty Equipment Rental	Day	\$1,224.00

The proposed rates reflect a cost increase of 2% based on the allowable maximum cost increase per the Agreement with Costa Mesa. Rates effective 11/30/21 through 11/30/22.