CITY CLERK
ORIGINAL

C-9182
08/25/2014

AGREEMENT WITH WEST COAST ARBORISTS, INC.

FOR

Palm Tree Trimming Services

This Agreement for palm tree trimming services, including skinning services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and West Coast Arborists, Inc., an Arizona corporation, authorized to do business in Arizona, (the "Contractor"), as of the 25 day of August, 2014.

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to IFB No. 15-16 (the "Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;

(2) The City must approve the designated Project Manager; and

(3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

(1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

c. Discharge, Reassign, Replacement.

(1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

(2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

(3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating

Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.

(3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $47,000.00, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. Billings and Payment.

5.1 Applications.

a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

a. Contractor will be equitably compensated for Service and Repair furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than $1,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance.

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1,000,000 per occurrence and $2,000,000 annual aggregate for each property damage and contractual property damage.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $1,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

c. Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Contractor and $1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. Contractor and sub-contractor must, at all times relevant hereto, carry a workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

(3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.

f. Certificates of Insurance.

(1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.

(2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

g. Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

(2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

(2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. Immigration Law Compliance.

9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.

9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

West Coast Arborists, Inc.
c/o Patrick Mahoney
625 W. Southern Avenue, Suite E
Mesa, AZ 85210

b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Roger W. Boyer
6210 W. Myrtle Avenue, Suite #111
Glendale, Arizona 85301
623-930-2656

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. Entire Agreement; Survival; Counterparts; Signatures.

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums

and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. **Term.** The term of this Agreement commences upon the effective date and continues for a one year initial period. There is no option to renew this Agreement.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation , including Offer Sheet and Price Sheet from IFB 15-16 Contract
Exhibit C	Dispute Resolution

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation

By: Brenda S. Fischer
Its: City Manager

ATTEST:

Pam Hanna
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. ~~Bailey~~
City Attorney

West Coast Arborists, Inc.,
an Arizona corporation

By: ~~Patrick Mahoney~~ Victor M. Gonzalez
Its: ~~President~~ Vice - President

EXHIBIT A

AGREEMENT WITH WEST COAST ARBORISTS, INC.

FOR

Palm Tree Trimming Services

PROJECT

In accordance with the terms and conditions of this Agreement and City of Glendale Solicitation No. IFB 15-16, the City is purchasing palm tree trimming services, including skinning services, on PUBLIC RIGHT-OF-WAYS.

EXHIBIT B

AGREEMENT WITH WEST COAST ARBORISTS, INC.

FOR

Palm Tree Trimming Services

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Section 5 of the Agreement. The amount of compensation for palm tree trimming services, including skinning services, is to be performed on approximately 1206 palm trees, at the locations and at the unit price, provided in the Price Sheet of Solicitation Number IFB 15-16. Excerpts of Solicitation Number IFB 15-16 are attached hereto, and specifically incorporated into and an enforceable part of this Exhibit and this Agreement.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $47,000.

DETAILED PROJECT COMPENSATION

Palm tree trimming services, including skinning services, of palm trees on PUBLIC RIGHTS-OF-WAY (ROW), which includes, but is not limited to:

- street shoulders
- bridle paths
- medians
- pedestrian/bike paths
- sidewalks

The City may increase or decrease the number of palm trees to be trimmed, add or delete locations, as necessary, during the performance on the work under this Agreement. Work performed by the Contractor to accommodate any such changes shall be conducted at the same rate(s) provided in the attached Price Sheet. These changes, however, may not cause the City to exceed the total amount of compensation identified in Section 4 of the Agreement and this Exhibit B, unless the parties agree to such additional cost in a written, signed amendment to this Agreement.

GLENDALE	**Solicitation Number: IFB 15-16** **PALM TREE TRIMMING SERVICES**	**CITY OF GLENDALE** **Materials Management** **5850 West Glendale Avenue, Suite 317** **Glendale, Arizona 85301**

4.0 OFFER SHEET

4.1 **OFFER** Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

Authorized Signature	West Coast Arborists, Inc. Company's Legal Name
Patrick Mahoney Printed Name Address	625 W. Southern Avenue, Suite E
President Title	Mesa, AZ 85210 City, State & Zip Code
(800) 521-3714 Telephone Number	info@wcainc.com Email Address
pmahoney@wcainc.com Authorized Signature Email Address	6/25/14 Date

For questions regarding this offer: (If different from above)

Victor Gonzalez **Contact Name**	(714) 991-1900 **Phone Number**	(714) 991-1027 **Fax Number**

vgonzalez@wcainc.com
Email Address

FEDERAL TAXPAYER ID NUMBER: [redacted]

Arizona Sales Tax No. [redacted] Tax Rate N/A

Offeror certifies it is a: Proprietorship ____ Partnership ____ Corporation X

Minority or woman owned business: Yes ____ No X

1.7 **Palm Trees** –There are a total of 1,206 palm trees and shall be trimmed yearly, except where undergrowth must be pruned from the palm trees as often as necessary to permit unobstructed passage to pedestrians and to prevent sight obstructions. A list of palm tree locations is included, pricing per item number is required. Palm tree trimming will commence during the month of July or prior to the complete maturation of seed and fruit pods, unless otherwise instructed by Right-of-Way staff.

1.8 **Skinning** – A large number of palm trees have not been regularly skinned in the past; in order to bring the palms up to the new standard a price per foot of skinning is required.

1.8.1 All palms shall be skinned 18" or to within two feet of the lowest green fronds. Palm fronds will be trimmed to the 10:00 and 2:00 o'clock position.

1.9 Performance Standards

Following is a list of required performance Standards and the recurrence interval for each activity:

1.9.1 Palm Tree trimming - Once annually

1.9.2 Work Schedule – The contract must be completed within 90 days from when work commences, as agreed upon by ROW Supervisor and Contractor.

1.10 DAMAGES

1.10.1 The Contractor shall be held responsible for damage done to irrigation system components and plant material due to operation of vehicles and maintenance equipment.

1.10.2 The Contractor shall repair all damaged components at his expense, if damage is due to the contractor's careless operation of vehicles and maintenance equipment.

1.11 HAZARD AND SAFETY REPORTING

1.11.1 The Contractor shall, during the normal work hours, obtain emergency medical care for any member of the public who is in need of such care, due to illness or injury occurring on the work site.

1.11.2 The Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring on site, including a prompt report within one day thereof to the City ROW Supervisor, or designee, if the accident or death occurs within the City of Glendale boundaries.

GLENDALE	**Solicitation Number: IFB 15-16** **PALM TREE TRIMMING SERVICES**	**CITY OF GLENDALE** **Materials Management** **5850 West Glendale Avenue, Suite 317** **Glendale, Arizona 85301**

5.0 **PRICE SHEET**

ITEM NO.	AREA ID	LOCATION	DESCRIPTION	TYPE	NO. OF PALMS	ANNUAL UNIT PRICE
5.1	X194	59th Ave. median, north of Mohawk		Date	1	$ 29.00
5.2	X369	Union Hills medians, 67th Ave. to 75th Ave.	Tall Palms in grass medians	Fan	10	$ 29.00
5.3	X370	75th Ave. medians, Union Hills to Beardsley	Tall Palms in grass medians	Fan	20	$ 29.00
5.4	X306,X002B,X002	Union Hills medians, 59th Ave. to 67th Ave.		Date	31	$ 29.00
5.5	X192	Union Hills medians, 51st Ave. to 59th Ave.		Date	24	$ 29.00
5.6	XO718, X071C, X393	59th Ave. medians, Utopia to Beardsley		Fan	14	$ 29.00
5.7	X070,X483	59th Ave., east side, Grovers to Michigan		Fan	9	$ 29.00
5.8	X287	79th Ave. & Union Hills, SE corner		Date	3	$ 29.00
5.9	XO73	59th Ave., west side, Country Gables to Calavar		Fan	29	$ 29.00
5.10	X424	67th Ave. & Port Au Prince	East side of 67th Ave., Rancho Mirage areas	Fan	10	$ 29.00
5.11	X068	59th Ave., east side, southbound from Crocus		Fan	4	$ 29.00
5.12	X293	59th Ave., west side, Sweetwater to Cactus	Omit church landscaping	Fan	28	$ 29.00
5.13	X311	59th Ave., west side, northbound from Sweetwater	Landscaped area	Fan	9	$ 29.00
5.14	X600	57th Ave. & Marshall Ranch Drive	Walkway that goes northbound to canal	Fan	2	$ 29.00
5.15	X180	Peoria Ave. medians, 61st Ave. to 63rd Ave.		Date	2	$ 29.00
5.16	X183	59th Ave., west side, Sunnyside to Mercer		Fan	26	$ 29.00
5.17	X185	Cholla, south side, 60th Ave. to 61st Ave.	Palms are on the corners	Fan	11	$ 29.00
5.18	X085, X610	Sierra, south side, westbound from 51st Ave.		Fan	6	$ 29.00

5.19	X179	Peoria Ave. medians, 55th Ave. to 59th Ave.		Date	5	$ 29.00
5.20	X182	59th Ave., east side, Desert Cove to Cactus		Fan	39	$ 29.00
5.21	X381	55th Ave., west side, southbound from Cactus		Fan	3	$ 29.00
5.22	X074	59th Ave., west side, southbound from Peoria	5 Dates, 3 Fans	Both	8	$ 29.00
5.23	X133	63rd Ave. & Olive, northwest corner		Date	1	$ 29.00
5.24	X173	61st Ave. & Peoria, south side		Fan	1	$ 29.00
5.25	X900	67th Ave. & Northern, southeast corner		Fan	4	$ 29.00
5.26	X089	51st Ave., west side, south of Northern to Orangewood	Omit Date Palms	Fan	34	$ 29.00
5.27	X109	Orangewood, north side, 51st Ave. to 55th Ave.	Omit park and fire station	Fan	24	$ 29.00
5.28	X671	55th Ave., east side, Belmont to Northern		Fan	20	$ 29.00
5.29	X671	Northern, south side, 53rd Ave. to 55th Ave.		Fan	16	$ 29.00
5.30	X516	55th Ave. & Northern, southwest corner		Date	3	$ 29.00
5.31	X376	55th Ave. & Palmaire	1 Palm NW corner, 1 Palm SW corner, Alley west of 55th Ave., south of Palmaire, 3 Palms	Fan	5	$ 29.00
5.32	X373	59th Ave., west side, Glendale to Bethany		Date	39	$ 29.00
5.33	X372	59th Ave., east side, Bethany to Glendale	Palms, east side, south of Maryland	Both	26	$ 29.00
5.34	X374	6829 North 57th Ave.		Fan	1	$ 29.00
5.35	X551	59th Ave. medians, Bethany to Glendale	2 medians	Date	7	$ 29.00
5.36	X042B	North side of Northern, east of 45th Ave.		Fan	1	$ 29.00
5.37	X107	Butler, south side, 47th Ave. to 49th Ave.		Fan	18	$ 29.00
5.38	X615	45th Ave. & Loma, circle median just west of 45th Ave. on Loma		Date	2	$ 29.00
5.39	X044	47th Ave. & Northern, southeast corner		Fan	2	$ 29.00
5.40	X080	51st Ave. & Northern, southeast corner	Circle area	Fan	2	$ 29.00
5.41	X122	47th Ave., both sides, Glendale to Orangewood	Omit Palms with concrete bases	Fan	59	$ 29.00

5.42	X378	47th Ave. & Rose Lane, southwest corner		Fan	7	$ 29.00
5.43	X614	45th Ave., east side, south of Glendale	Small retention area behind car lot	Fan	1	$ 29.00
5.44	X275	59th Ave., east side, Camelback to Montebello		Date	29	$ 29.00
5.45	X550	59th Ave. medians, Camelback to Bethany		Date	12	$ 29.00
5.46	X077	59th Ave., west side, Bethany to Camelback		Date	28	$ 29.00
5.47	X491	43rd Ave., west side, at Grand Ave.	33°30'41.52" N 112°09'06.73" W27	Date	23	$ 29.00
5.48	X210	79th Ave., east side, north & south of Palmaire		Fan	2	$ 29.00
5.49	X216	Glen Harbor Blvd., south of Glendale, west side	Pork Chop median	Date	3	$ 29.00
5.50	X217	Glen Harbor Blvd., south of Glendale, east side	Pork Chop median	Fan	4	$ 29.00
5.51	X168	Glendale Ave., south side, east of 77th Lane		Fan	1	$ 29.00
5.52	X140B(GO)	67th Ave. & Glendale medians	2 medians, N & S of Glendale & median on Glendale, east of 67th Ave.	Date	6	$ 29.00
5.53	X140A, X140D, X140F	Glendale Ave. medians, 67th Ave. to 75th Ave.	****X140A &140D****GO****	Date	44	$ 29.00
5.54	X312,X379,X445,X535E,X535W	Glendale Ave. medians, 75th Ave. to 83rd Ave.		Date	23	$ 29.00
5.55	X142,X142B	Glendale Ave. medians, 83rd Ave. to 91st Ave.		Date	25	$ 29.00
5.56	X166	Camelback & 85th Ave., northwest corner & northeast corner	Behind monuments	Fan	5	$ 29.00
5.57	X201	Emerald Point 83rd Ave. east side, Georgia to Missouri Missouri, south side, 79th - 83rd Avenues 81st Ave., both sides, Missouri to south of Colter		Fan	15	$ 29.00
5.58	X512	Solano Drive, north side, 65th Ave. to 67th Ave.		Fan	3	$ 29.00
	X294	Glendale Ave., north side, 52nd Ave. to				

5.59		54th Ave.	2 in front of Cactus Jack's Auto	Fan	3	$ 29.00
5.60	X295	Glendale Ave., south side, 51st to 55th Avenues		Fan	8	$ 29.00
5.61	X203	Glendale Ave., north side, 43rd to 51st Avenues		Fan	95	$ 29.00
5.62	X204	Glendale Ave., south side, 43rd to 51st Avenues	Includes 47th Ave., west side, south of Glendale	Fan	90	$ 29.00
5.63	X103 (GO)	67th Ave., west side, Missouri to Medlock		Fan	2	$ 29.00
5.64	X165	Camelback, north side, 68th to 73rd Avenues		Fan	1	$ 29.00
5.65	X608	Camelback median, west of 67th Ave.		Date	2	$ 29.00
5.66	X766	67th Ave. median, north of Camelback Road		Date	2	$ 29.00
			JOBING.COM			
5.67	XA1	By Lake, 93rd to 95th Avenues		Date	34	$ 29.00
5.68	XA2, XA3	Glendale Ave. medians, 93rd Ave. to Loop 101		Date	22	$ 29.00
5.69	XA4	95th Ave. medians, Glendale to Maryland		Date	50	$ 29.00
5.70	XA5	93rd Ave. medians, Maryland to Glendale Ave.		Date	69	$ 29.00
5.71	XA6	Coyote Blvd. medians, 91st - 93rd Avenues		Date	5	$ 29.00
5.72	XA7	91st Ave. & Coyote Blvd., northwest corner		Date	8	$ 29.00
5.73	XA8	93rd Ave. & Coyote Blvd., northwest corner	Corner area as well as the north side of Coyote Blvd.	Date	5	$ 29.00
5.74	XA9	95th Ave. & Hanna Dr., northeast corner		Date	6	$ 29.00
5.75	XA10	93rd Ave. & Hanna Dr., northwest corner		Date	7	$ 29.00
5.76	XA11	93rd Ave. & Hanna Dr., southwest corner		Date	7	$ 29.00
			Grand Total (Item 5.1 thru 5.76)		1206	$ 34,974.00

5.77	**Additional skinning cost per foot outside of contracted amount**	$10.00 /Foot

CITY OF GLENDALE

IFB# 15-16: PALM TREE TRIMMING SERVICES

PRICE SCHEDULE FOR ADDITIONAL SERVICES

DESCRIPTION	UNIT	UNIT PRICE
Grid tree prune	Each	$59.00
Removal:		
Tree & Stump Removal	Inch	$28.00
Tree Only Removal	Inch	$20.00
Stump Only Removal	Inch	$12.00
Planting: (includes 90 day free watering)		
15-gallon	Each	$125.00
24-inch box	Each	$265.00
36-inch box	Each	$825.00
GPS Tree Inventory Data Collection	Palm Only	$3.00
GPS Tree Inventory Data Collection – Entire City	Tree/Palm	$2.00
Use of Tree Inventory Database (AAOL)	Annually	No Charge
Tree Watering	Hour	$50.00
Arborist Services	Hour	$100.00
Crew Rental during business hours	Man Hour	$63.00
Crew Rental after business hours/weekends	Man Hour	$79.00
Specialty Equipment Rental with Operator -95 Ft. Boom -Crane	Hourly	$79.00

COOPERATIVE PURCHASING

It is intended that any other public agency (e.g., city, county, school 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 of Glendale 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.

EXHIBIT C

AGREEMENT WITH WEST COAST ARBORISTS, INC.

FOR

Palm Tree Trimming Services

DISPUTE RESOLUTION

1. Disputes.

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona

unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

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 ☐ CONTINUOUS ☐ EXTENDED ☑ POLICY TERM	POLICY NUMBER	LIMIT OF LIABILITY	
WORKERS COMPENSATION STATUTORY	7/1/2015	WA7-66D-039499-074	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: CA,NV,AZ	**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 ☑ OCCURRENCE ☐ CLAIMS MADE	7/1/2015 RETRO DATE	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	
AUTOMOBILE LIABILITY ☑ OWNED ☑ NON-OWNED ☑ HIRED	7/1/2015	AS7-661-039499-034	$2,000,000 Each Accident—Single Limit B.I. And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence	
OTHER Umbrella Excess Liability	7/1/2014 - 7/1/2015	TH7-661-039499-044	$5,000,000 PER OCCURRENCE/AGGREGATE	

ADDITIONAL COMMENTS
See Addendum

* 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:

IFB Number-15-16 Palm Tree Trimming

Certificate Holder

City of Glendale
5850 West Glendale Ave.
Glendale AZ 85301

Liberty Mutual Insurance Group

Elaine Ulan

Elaine Ulan
AUTHORIZED REPRESENTATIVE
0564408

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

213-624-1171
PHONE

7/31/2014
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

AGENCY CUSTOMER ID: LM_2819

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

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

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 Glendale

ADDRESS: 5850 West Glendale Ave. Glendale AZ 85301

Re: IFB Number-15-16 Palm Tree Trimming

The City of Glendale, its officers, directors, employees, agents and assignees 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.

Waiver of Subrogation included in favor of certificate holder on General Liability and/or Auto liability applies only to the specific jobs of the insured performed under written contract.
Waiver of Subrogation included in favor of certifiate holder on WC where allowed by statute and applies only to the specific jobs of the insured performed under written contract.

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ADDENDUM

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 listed in such agreement

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

© Insurance Services Office, Inc., 2012

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):	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 located listed in such agreement

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

© Insurance Services Office, Inc., 2012

Policy Number TB2-661-039499-014
Issued by Liberty Mutual Fire Insurance Co.

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 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):
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.
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.

© Insurance Services Office, Inc., 2011

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom you have agreed in writing to waive any right of recovery prior to a loss.

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

 © Insurance Services Office, Inc., 2008

POLICY NUMBER: AS7-661-039499-034

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

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.

SCHEDULE

Name(s) Of Person(s) Or Organization(s): Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring. **Premium:** $ INCL
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

© Insurance Services Office, Inc., 2011

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
Where required by contract or written agreement prior to loss and allowed by law.	
Subject to a minimum premium of $250 per policy.	

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-66D-039499-074 Effective Date Premium $

Issued to West Coast Arborists, Inc.