

## REPORT TO CITY COUNCIL

**DATE:** JUNE 26, 2024

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** NATHAN HAMBURGER, CITY MANAGER

**BY:** JESSICA FORTE, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

**SUBJECT:** REQUEST FOR APPROVAL OF FIRST AMENDMENT TO THE AGREEMENT FOR CONTRACTOR SERVICES WITH WEST COAST ARBORISTS, INC., RELATED TO TREE MAINTENANCE SERVICES

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Since 2011, West Coast Arborists, Inc. (West Coast) has provided the City with tree trimming services. Specifically, their contract scope of work includes, but is not limited to:

- Tree pruning
- Tree and stump removal
- Tree planting
- Emergency response
- Updating the City's tree inventory

On May 12, 2021, the City Council authorized the contract award to West Coast which allowed for three years of guaranteed work, with the option of two additional one-year extensions, for a total of five years.

As with all agreement extensions, the contractor is entitled to a cost increase based on the California Consumer Price Index (CPI). West Coast has requested a cost increase of 3.5% based on the CPI Los Angeles-Anaheim Area "All Urban Consumer's" percentage.

If approved, the amendment would reflect current rates that account for all items typically included in contractor calculations of fully-burdened rates (ie: current prevailing hourly wage rates pursuant to the provisions of Section 1773 of the Labor Code for the State of California, costs of coverage for multiple insurance policies, and standard company mark-up percentage).

Based on the exceptional services being provided by West Coast, staff feels it is in the best interest of the City to approve the first amendment, which will extend the agreement until June 30, 2025.

The proposed amendment has been reviewed by the City Attorney and approved as to form.

**FISCAL IMPACT**

As with the original agreement, the proposed amendment contains a not-to-exceed amount of \$120,000. There is no impact to the proposed Fiscal Year 2024-25 Budget, as sufficient funding was appropriated in the Public Works Department's Special Services Account, 010-4505-5520.03, Street Tree Maintenance Account, 020-4520-5520.23, and Sidewalk Repairs Account, 064-4640-6310.00, to fund these services.

**RECOMMENDATION**

Staff respectfully recommends the City Council approve the First Amendment to the Agreement for Contractor Services with West Coast Arborists, Inc., related to tree maintenance services.

Attachment: Amendment to Agreement

FIRST AMENDMENT TO AGREEMENT FOR CONTRACTOR SERVICES  
WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR:	West Coast Arborists, Inc.
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Attn: Patrick Mahoney
CONTRACTOR'S ADDRESS:	2200 E. Via Burton Anaheim, Ca 92806
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Robert Cortes
COMMENCEMENT DATE:	July 1, 2024
TERMINATION DATE:	June 30, 2025
CONSIDERATION:	Amendment Amount: \$120,000.00  Total Contract Price Not to Exceed: \$480,000.00

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
CITY OF AGOURA HILLS AND WEST COAST ARBORISTS, INC.**

Professional Tree Trimming Maintenance Services

THIS FIRST AMENDMENT is made and entered into as of July 1, 2024, by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and West Coast Arborists, Inc. (hereinafter referred to as "Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:

a. On July 1, 2021, the City and Contractor entered into that certain Agreement entitled "Agreement for Professional Tree Trimming Maintenance Services, in the amount of **Three Hundred Sixty Thousand Dollars and Zero Cents (\$360,000.00)**.

b. The parties now desire to extend the term of the agreement to June 30, 2025, increase the payment in the amount of **One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00)**, and to amend the Agreement as set forth in this Amendment.

2. Section 1 of the Agreement entitled "**TERM**" is hereby amended to read as follows:

"This Agreement shall remain and continue in effect until tasks herein are completed, but in no event later than June 30, 2025, unless sooner terminated pursuant to the provisions of this Agreement."

3. Section 5 of the Agreement entitled "**PAYMENT**" at paragraph "A" is hereby amended to read as follows:

"The City agrees to pay Contractor monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The FIRST Amendment amount shall not exceed **One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00)**, for Tree Trimming Maintenance Services for a total Agreement amount of **Four Hundred Eighty Thousand Dollars and Zero Cents (\$480,000.00)**."

4. Exhibit B to the Agreement is hereby amended by adding there to the items set forth on Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

5. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this FIRST Amendment to Agreement to be executed the day and year first above written.

**CITY OF AGOURA HILLS**

\_\_\_\_\_  
Illece Buckley Weber,  
Mayor

ATTEST:

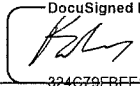
\_\_\_\_\_  
Kimberly M. Rodrigues, MMC  
City Clerk  
Date Approved by City  
Council \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Candice K. Lee,  
City Attorney

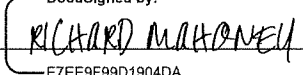
**CONTRACTOR**

West Coast Arborists, Inc.  
2200 E. Via Burton  
Patrick Mahoney  
800-521-3714  
714-956-3745

By: \_\_\_\_\_  
DocuSigned by:  
  
324C79FBEE1F4FC...

Print Name: Patrick Mahoney

Title: President

By: \_\_\_\_\_  
DocuSigned by:  
  
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Print Name: RICHARD MAHONEY

Title: Secretary

**[Signatures of Two Corporate Officers Required]**

## ATTACHMENT A

*Attached hereto and incorporated herein is the additional scope of work and associated cost as provided by the Contractor.*

**EXHIBIT "B"**  
**SCHEDULE OF PAYMENT**  
**SCHEDULE OF TREE WORK COMPENSATION**

The Contractor understands the tree population of the City of Agoura Hills and agrees to provide the specific services to the City as listed in the Bid Proposal.

1. **GRID OR ANNUAL TREE TRIMMING**

A systematic tree trimming program composed of existing grid or pre-designed districts that are trimmed in their entirety on a set schedule. Trees in a grid will include all large, medium and small trees. All trimming is performed in accordance with the standards established by the international Society of Arboriculture, American National Standards Institute and the City.

<b>UNIT</b>	<b>UNIT PRICE</b>
Per tree	\$ 92.10

2. **FULL TRIM BASED ON SERVICE OR SPECIAL REQUESTS**

Trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocking street lighting or signs, right-of-way clearance for utility lines, or broken limbs will be performed as a "Service Request."

<u>Size</u>	<u>Unit</u>	<u>Unit price</u>
0-6" dbh	per tree	\$ 74.50
7-16" dbh	per tree	\$ 136.60
17-24 dbh	per tree	\$ 188.35
25-36 dbh	per tree	\$ 291.85
37 dbh & over	per tree	\$ 395.35

3. **PALM TREE TRIMMING**

	<u>Unit</u>	<u>Unit price</u>
Coco Palm, any size	per tree	\$ 53.80
Washingtonia Palm, any size	per tree	\$ 84.85
Canary island Date Palm, any size	per tree	\$ 155.25

4. **TREE REMOVAL**

	<u>Unit</u>	<u>Unit price</u>
Complete tree and stump removal	per dbh	\$ 41.40
Tree removal only	per dbh	\$ 31.05
Stump only removal	per dbh	\$ 17.60

5. **TREE PLANTING**

	<u>Unit</u>	<u>Unit price</u>
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15 gallon tree with root barrier	per tree	\$ 198.70
15 gallon tree without root barrier	per tree	\$ 178.00
24 inch box tree	per tree	\$ 405.70
24 inch box tree without root barrier	per tree	\$ 385.00

6. **TREE WATERING**

<u>Unit</u>	<u>Per day</u>	<u>Unit price</u>
per tree	\$ 809.35	\$ 12.40

7. **CREW RENTAL**

Per man hour \$ 95.20

Standard maintenance crew of three (3) persons, one (1) chipper truck, one (1) aerial tower truck and chipper and all necessary saws and hand tools

8. **CREW RENTAL (overtime)**

Per man hour \$ 95.20

Standard maintenance crew of three (3) persons, one (1) chipper truck, one (1) aerial tower truck and chipper and all necessary saws and hand tools.

9. **EQUIPMENT RATES** \*Please see below\*

List additional equipment you have available and the rates for each.

10. **MATERIAL AT COST PLUS \_\_\_\_\_ 15%**

11. **ARBORIST SERVICES**

Per hour \$ 146.95

Arborist services provided by the hour as prescribed per the Special Provisions of these Specifications.

12. **EMERGENCY CREW RENTAL**

Per hour \$ 136.60

13. **TREE MASTER PLAN**

Per tree \$ 2.05

14. **GPS TREE INVENTOR**

Per tree site \$4.15

9a. **95-FOOT AERIAL TOWER**

Per hour \$ 190.45

9b. **CRANE**

Per hour \$ 190.45

9c. **ROLL-OFF WITH LOADER**

Per hour \$ 190.45

COOPERATIVE PURCHASE

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