



STAFF REPORT

DATE: JULY 5, 2011

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD FOSTER, CITY MANAGER/GENERAL MANAGER

PREPARED BY: AMER JAKHER, PUBLIC WORKS & UTILITY SERVICES DIRECTOR

SUBJECT: APPROVE THE THIRD AMENDMENT TO THE ANNUAL MAINTENANCE AGREEMENT WITH WEST COAST ARBORISTS FOR TREE TRIMMING SERVICES FOR THE ELECTRIC UTILITY DEPARTMENT

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RECOMMENDED ACTION

It is recommended that City Council approve the Third Amendment to the Annual Maintenance Agreement with West Coast Arborists for tree trimming services for the Electric Utility Department, extending the term through June 30, 2012, for an amount not-to-exceed \$60,000.

GOAL STATEMENT

The proposed action will support the City's goals to maintain safe, reliable, affordable, and environmentally sustainable electric service by ensuring proper utility line clearance.

BACKGROUND

On July 22, 2008, staff received sealed bids for general tree trimming services for Public Works Department and for line clearance for the Electric Utility Department. Three bids were received and evaluated. On August 5, 2008, City Council awarded the bid to West Coast Arborists in an amount to exceed \$110,000. This amount included \$60,000 for the Electric Utility line clearance program.

The term of the Agreement was for one year, expiring on June 30, 2009, with the option to renew the agreement for three separate one year periods. On June 16, 2009, City Council exercised the first of the three renewal periods and approved the First Amendment, extending the agreement for electric utility line clearance through June 30, 2010. On July 20, 2010, City Council approved the Second Amendment, exercising the second of the three renewal periods, and extending the agreement for utility line clearance through June 30, 2011.

ISSUES/ANALYSIS

The Electric Utility Department is still required to maintain certain line clearances and would like to exercise the final renewal option to extend the agreement for utility line clearance services through June 30, 2012, for an amount not-to-exceed \$60,000. The contractor, West Coast Arborists, has agreed to the extension with no increase in price for Fiscal Year 2011-2012. Staff will solicit new bids for line clearance services prior to the end of this renewal period.

FISCAL IMPACTS

Funds have been approved in the Electric Utility Transmission & Distribution, Account Number 520-8000-8004-2350-0923-000 for Fiscal Year 2011-2012.

ALTERNATIVES

1. City Council may decide not to exercise the option to extend the Agreement for the final renewal period time and direct staff to solicit for new bids for tree trimming services for utility line clearance.
2. City Council may provide alternate direction to staff.

Attachments: (1) Third Amendment to Maintenance Services Agreement

**THIRD AMENDMENT TO
MAINTENANCE SERVICES AGREEMENT**

**BETWEEN THE CITY OF COLTON
AND
WEST COAST ARBORIST, INC.**

1. PARTIES AND DATE.

This Third Amendment to the Maintenance Services Agreement ("Third Amendment") is made and entered into this 5th day of July, 2011 by and between the City of Colton ("City") and West Coast Arborists, a Corporation ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Third Amendment.

2. RECITALS.

2.1 Agreement. City and Contractor entered into that certain Maintenance Services Agreement dated August 5, 2008 ("Agreement"), whereby Contractor agreed to provide tree trimming services for City.

2.2 Amendment. City and Contractor entered into a first amendment to the Agreement ("First Amendment") to exercise the first of three one year extension periods for electric line clearance.

2.3 Amendment. City and Contractor entered into a second amendment to the Agreement ("Second Amendment") to exercise the second of three one year extension periods for electric line clearance.

2.4 Amendment. City and Contractor desire to amend the Agreement for the third time to exercise the third of three one year extension periods for electric line clearance.

2.4 Scope of Services. Although the Agreement originally included both Public Works general tree trimming services and Electric Department utility line clearance tree trimming services, for Fiscal Year 09-10, Fiscal Year 10-11, and Fiscal Year 11-12, only the Electric Department utility line clearance services will be utilized.

3. TERMS.

3.1 Term. Section 3.1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

3.1.2 Term. The term of this agreement shall be from August 5, 2008, through June 30, 2012, unless earlier terminated as provided herein. Contractor shall complete the services within the

term of this Agreement, and shall meet any other established schedules and deadlines.

The Parties further mutually agree to amend the Agreement by adding a new Section 3.3.1 to read as follows:

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated by reference. The Total compensation shall not exceed one hundred ten thousand dollars and zero cents (\$110,000.00) for Fiscal Year 08-09, sixty thousand dollars and zero cents (\$60,000.00) for Fiscal year 09-10, sixty thousand dollars and zero cents (\$60,000.00) for Fiscal Year 10-11, and sixty thousand dollars and zero cents (\$60,000.00) for Fiscal Year 11-12, without written approval of the City Council. Extra Work may be authorized, as described below, and if authorized will be compensated at the rates and manner set forth in this Agreement.

3.2 Continuing Effect of Agreement. Except as amended by this Third Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Third Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Third Amendment.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Third Amendment.

3.4 Counterparts. This Third Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF COLTON

WEST COAST ARBORIST, INC.

By: _____
Rod Foster
City Manager

By: _____
Patrick Mahoney
President

Attest:

Eileen Gomez
City Clerk

Approved as to Form:

Best Best & Krieger LLP
City Attorney

Risk Manager