

REQUEST FOR ACTION: CONTRACT

Version: 01/27/2014

AGENDA FOR: MAYOR COUNCIL AUTHORITY: DATE: June 17, 2014
Tulsa City Clerk's Office: 596-7513 or 596-7514

FOR INFORMATION CONTACT:

DEPARTMENT: FINANCE CONTACT NAME: Patricia Cummings
ADDRESS: 175 E 2nd Street, Suite 865 TELEPHONE: 918-596-7233
CONTRACT TYPE: PURCHASING CONTRACT #: 30697
CONT. DOC. TYPE: RENEWAL OF CONTRACT AMOUNT: _____
PROJECT TITLE: Tree Pruning & Removal Services
CONTRACTOR: Asplundh Tree Expert Company
BID/TAC/PROJECT #: TAC219E EXTENSION DAYS: _____ COMMODITY CODE: 988-88
RENEWAL, AMENDMT, CHNG # 1 of 4 PERCENT: _____ TOTAL PERCENT: _____ COUNCIL DIST: _____

SUMMARY:

June 17, 2014, Streets & Stormwater, Departmental Contact, Bryan Young 918-591-4348.

Purchasing and the Department agree that renewing is in the best interest of the City; with a price increase. Contract expires August 14, 2014.

Attachments: (1) Renewal Agreement (2) Certificate of Insurance

BUDGET: FINANCE DIRECTOR APPROVAL:

CHECKLIST FUNDING SOURCE(S):
 No Payments Involved
 Purchase Order
 Contract Encumbrance
 Affidavit Needed?

REQUEST FOR ACTION: *All department items requiring Council approval must be submitted through Mayor's Office.*

Mayor: Please approve and execute renewal documents. City Clerk: Please send executed copy to: Asplundh Tree Expert Company, 2930 NE 71st Street, Oklahoma City, OK, 73111.

DEPARTMENT HEAD APPROVAL: [Signature] DATE: 8-20-2014
CITY ATTORNEY APPROVAL: Eileen Hinchee 8-20-2014
BOARD APPROVAL: _____
MAYORAL APPROVAL: [Signature] AUG 25 2014
OTHER: _____

FOR CITY COUNCIL OFFICE USE ONLY:

DATE RECEIVED: _____
COMMITTEE: _____ COMMITTEE DATE(S): _____ FIRST AGENDA DATE: _____
HEARING DATE: _____ SECOND AGENDA DATE: _____ APPROVED: _____

For City Clerk's Office Use Only (Agenda Date: MMDDYYYY; Sec #; Dept #, Item #, Sub-Item #, Status: S=Synopsis):

08-25-2014 3 6 3

FIRST RENEWAL AGREEMENT

THIS RENEWAL AGREEMENT made and entered into by and between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 175 E 2nd Street, Suite 865, Tulsa, Oklahoma, 74103-3217 ("City") and ASPLUNDH TREE EXPERT CO., 2930 NE 71st Street, Oklahoma City, OK, 73111, ("Seller").

WITNESSETH:

WHEREAS, the parties hereto entered into a Purchase Agreement dated effective as of August 15, 2013, relating to the City's TAC 219E, for Tree Pruning and Removal Services-Primary Vendor, for the City of Tulsa, said Agreement covering the period of time commencing August 15, 2013, to and including August 14, 2014.

WHEREAS, the Seller has expressed the desire to renew the contract for an additional one (1) year period under the same terms and conditions of the original Purchase Agreement, and any amendments to said agreement, , with the exception of a 2 ¾% increase in the price of the Goods and/or Services.

NOW, THEREFORE, the parties agree to renew and extend the term of the above described Purchase Agreement for the period August 15, 2014, to and including August 14, 2015, all according to the terms, covenants and conditions set forth in the original Purchase Agreement between the parties, with the exception that Seller's timely request for a 2 ¾ % price increase is approved and made a part hereof.

IN WITNESS WHEREOF, the parties have set their hands and seals on multiple copies on the date reflected below to be effective for the term stipulated herein.

CITY OF TULSA, OKLAHOMA,
a municipal corporation,



By *Alvin F. Frazier*
Mayor

Date: AUG 25 2014

ATTEST:

Annell Kill
City Clerk

Deputy

APPROVED:

Ellen Hinchee
Assistant City Attorney

ASPLUNDH TREE EXPERT CO.

By 

Printed Name Brent D. Asplundh

Title Executive Vice President

Date June 18, 2014

ATTEST:


Corporate Secretary

AFFIDAVIT OF COMPLIANCE
for
Price Adjustment at Contract Renewal
With the City of Tulsa

Reference: Contract Number 30697 Renewal Number 1

STATE OF Pennsylvania)

)ss.

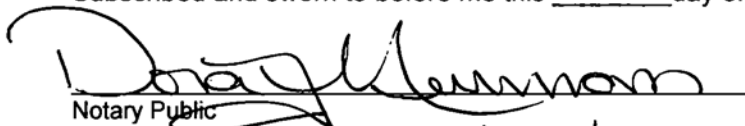
COUNTY OF Montgomery)

I, Brent D. Asplundh, of lawful age, being first duly sworn, and state that I am the Executive Vice President (title) of Asplundh Tree Expert Co., (the Company), and further state that the prices requested in this renewal of the contract referenced above, including any increase requested, are as favorable as the prices paid (net of any discounts, holdbacks, etc.) by any of the Company's other customers which purchase similar quantities, and types, of goods and services. Affiant further affirms that in no event is the proposed price change in excess of the amount allowed for in the Company's original bid for this contract **TAC219E**. The City of Tulsa is hereby authorized to audit Company's pricing records as necessary, to verify compliance with this affidavit.

By: 
Signature

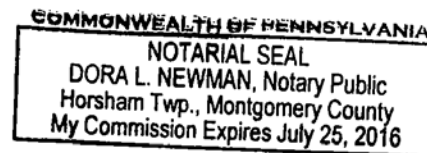
Title: Executive Vice President

Subscribed and sworn to before me this 18 day of June, 2014.


Notary Public

My Commission Expires: 7/25/16

Notary Commission Number: 1270954



AFFIDAVIT OF CLAIMANT

STATE OF Pennsylvania)
)ss.
COUNTY OF Montgomery)

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct. Affiant further states that the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

ASPLUNDH TREE EXPERT CO.

Remit to
Address: 708 Blair Mill Road

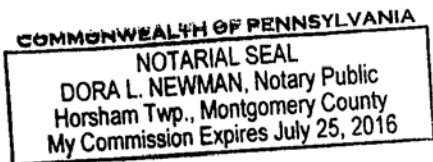
City, State
Zip: Willow Grove, PA 19090

Phone: 215.784.1390

Name (print): Brent D Asplundh

Signature: *[Handwritten Signature]*

Title: Executive Vice President



Subscribed and sworn to before me this 18 day of June, 2014.

[Handwritten Signature]
Notary Public

My commission expires: 7/25/16

My commission number: 1270954

The Affidavit must be signed by an authorized agent and notarized



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

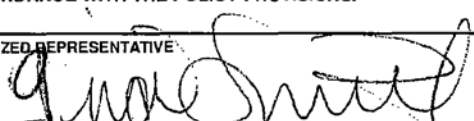
| PRODUCER Aon Risk Services Central, Inc. (Primary Marsh, Inc. Casualty Broker) (Umbrella Excess Broker) Philadelphia PA Office Two Logan Square, 22nd floor One Liberty Place, Suite 1000 Philadelphia PA, 19103 | CONTACT NAME: PHONE (A/C, No, Ext): 215-255-2000 FAX (A/C, No): 215-255-1886 E-MAIL ADDRESS: | | | | | | | | | | | | | | | | | | | | |
|---|---|-------------------------------|--|--------|-------------|---------------------------------------|--|-------------|-------------------------------|--|-------------|--|--|-------------|--|--|-------------|--|--|-------------|--|
| | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>LIBERTY MUTUAL FIRE INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td>LIBERTY INSURANCE CORPORATION</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A : | LIBERTY MUTUAL FIRE INSURANCE COMPANY | | INSURER B : | LIBERTY INSURANCE CORPORATION | | INSURER C : | | | INSURER D : | | | INSURER E : | | | INSURER F : | |
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| INSURER E : | | | | | | | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | | | | | | | |
| INSURED Asplundh Tree Expert Co. 708 Blair Mill Road Willow Grove, PA 19090-1784 | | | | | | | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 2144979359 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|--|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Broad Form Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | TB2-631-004328-034 | 8/1/2014 | 8/1/2015 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | AS2-631-004328-054 AS6-631-004328-184 (VI) | 8/1/2014 | 8/1/2015 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | WA7-63D-004328-014 (AOS) WC7-631-004328-024 (WI) WA7-63D-004328-574 (MN) | 8/1/2014 | 8/1/2015 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Tulsa Oklahoma is listed as additional insured as required by written contract but only according to policy terms, conditions and exclusions for liability arising from operations performed by or on behalf of the named insured.

| | |
|---|--|
| CERTIFICATE HOLDER City of Tulsa ATTN: Purchasing 175 E. 2nd Street, Suite 865 Tulsa, OK 74103 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|--|