AMENDMENT NO. 1
TO AGREEMENT FOR CONTRACTUAL SERVICES
BETWEEN CITY OF BELL AND
WEST COAST ARBORISTS, INC.

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES
(“Amendment”) by and between the CITY OF BELL (“City”) and WEST COAST
ARBORISTS, INC., a California Corporation (“Contractor”) is effective as of the 25th day of
June, 2014.

RECITALS

A. City and Contractor entered into that certain Agreement for Contractual Services
dated April 1, 2014 (“Agreement”) whereby Contractor agreed to provide Tree Maintenance
Services.

B. City and Contractor now desire to amend the Agreement to update the Schedule
of Compensation and increase the Contract Sum by One Hundred Fifty Eight Thousand Two
Hundred Forty Dollars ($158,240) for the additional tree planting and watering services for 180
trees (36” box with root barrier) on Gage Avenue within the City limits.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

   a. In Section 2.1, the second sentence is hereby amended to reads as follows:

   “The total compensation, including reimbursement for actual expenses, shall not exceed Three
   Hundred Thirty Eight Thousand Two Hundred Forty Dollars ($338,240) (the “Contract Sum”),
   unless additional compensation is approved pursuant to Section 1.10.”

   b. Exhibit “C” (Schedule of Compensation), Section III is hereby amended to read as
      follows:

   “Unless Additional Services are approved per Section 1.10, the total compensation for the
   Services shall not exceed Three Hundred Thirty Eight Thousand Two Hundred Forty Dollars
   ($338,240) as provided in Section 2.1 of this Agreement.”

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, all provisions
   of the Agreement shall remain unchanged and in full force and effect. From and after the date of
   this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the
   Agreement, as amended by this Amendment to the Agreement.
3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **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 Amendment.

5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BELL

[Signature]
Enrique Nestor Valencia, Mayor
7/3/2019

ATTEST:

[Signature]
Janet Martinez, Acting City Clerk

APPROVED AS TO FORM:

[Signature]
David Aleshire, City Attorney

CONTRACTOR:

WEST COAST ARBORISTS, INC.

[Signature]
By: Name: PATRICK MAHONEY
Title: PRESIDENT

[Signature]
By: Name: RICHARD MAHONEY
Title: ASSISTANT SECRETARY
Address:
2200 E. Via Burton
Anaheim, CA 92806

NOTE: CONTRACTOR’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER’S BUSINESS ENTITY.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 7/14/14 before me, Victor M. Gonzalez, Notary Public, personally appeared Patrick Mahoney and Richard Mahoney, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: City of Bell Amendment No. 1 to Agreement

Document Date: June 25, 2014 Number of Pages: 3

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick Mahoney

☐ Individual
☐ Corporate Officer — Title(s): President
☐ Partner — General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing: West Coast Arborists, Inc.

Signer's Name: Richard Mahoney

☐ Individual
☐ Corporate Officer — Title(s): Assistant Secretary
☐ Partner — General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing: West Coast Arborists, Inc.

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**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 SUBLIMELIMITS 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.

<table>
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<tr>
<th>TYPE OF POLICY</th>
<th>EXP DATE</th>
<th>POLICY NUMBER</th>
<th>LIMIT OF LIABILITY</th>
<th>EMPLOYERS LIABILITY</th>
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<td>WORKERS COMPENSATION STATUTORY</td>
<td>7/1/2015</td>
<td>WA7-66D-039499-074</td>
<td>COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: CA, NV, AZ</td>
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<td>Bodily Injury By Disease $1,000,000 Policy Limits</td>
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<td>Bodily Injury By Disease $1,000,000 Each Person</td>
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<td>AUTOMOBILE LIABILITY</td>
<td>7/1/2015</td>
<td>AS7-661-039499-034</td>
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<td>Personal &amp; Advertising Injury $1,000,000</td>
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<td>Other $100,000,000</td>
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<td>Each Occurrence—Single Limit $2,000,000 B.I. And P.D. Combined</td>
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<td>Each Accident or Occurrence</td>
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<td>Each Accident or Occurrence</td>
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ADDITIONAL COMMENTS

RE: All jobs performed by the named insured during the policy term. Per form CG 2010, City of Bell is additional insured under the General Liability policy if required by a written contract with the Named Insured, but only for the coverages and limits provided by the policy and the additional insured endorsement.

* 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:

City of Bell
6330 Pine Avenue
Bell CA 90201

Elaine Ulan

Authorized Representative

0564408

625/2014

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10

CERT NO. 20661139
CLERK CODE IM_2019
Nicholas Mironi 6/35:04 PM (EDT) Page 1 of 1
LDC 206898 02 11
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):

Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance

Location(s) Of Covered Operations

Any location listed in such agreement

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