AMENDMENT NO. 3
TO CONTRACT SERVICES AGREEMENT
BY AND BETWEEN CITY OF BELL AND
WEST COAST ARBORISTS, INC.

This AMENDMENT NO. 3 TO CONTRACT SERVICES AGREEMENT
BY AND BETWEEN CITY OF BELL AND WEST COAST ARBORISTS, INC. ("Amendment
No. 3") by and between the CITY OF BELL ("City") and WEST COAST ARBORISTS, INC., a
California Corporation ("Contractor") is effective as of the 22nd day of March, 2017.

RECITALS

A. City and Contractor entered into that certain Contract Services Agreement dated
April 1, 2014 ("Agreement") whereby Contractor agreed to provide tree maintenance services
including annual grid tree trimming of all 4,167 City trees, tree and stump removal, tree planting,
tree watering, and maintenance and updating of the City’s tree inventory.

B. The term of the Agreement was three years, from April 1, 2014 to March 31,
2017.

C. The total maximum compensation due under the original Agreement was for
$180,000.

D. On June 25, 2014, the City approved Amendment No. 1 to the Agreement in the
amount of $158,240 to plant and water 180 trees on Gage Avenue ("Amendment No. 1").

E. With Amendment No. 1, the total maximum compensation due under the
Agreement increased from $180,000 to $338,240.

F. On August 10, 2016, the City approved Amendment No. 2 to the Agreement in
the amount of $187,660.85 for grid trimming of all 4,396 City trees, planting of four 36” trees on
Gage Avenue and fourteen 24” trees on Florence Avenue, removal of twenty-six inches of
stumps, and to account for the then-existing overpayment to Contractor.

G. With Amendment No. 2, the total maximum compensation due under the
Agreement increased from $338,240 to $525,900.85.

H. Pursuant to Section II of Exhibit "D" in the Agreement, the "City Council may, in
its sole absolute discretion, extend the Term by two one-year extensions so long as funds have
been appropriated for the Services under this Agreement."

I. With Amendment No. 3, the City Council desires to extend the term of the
Agreement an additional 15 months ending June 30, 2018, to coincide with the end of the 2017-
2018 fiscal year.
I. With Amendment No. 3, the City Council also desires to re-allocate nearly $40,000.00 of unspent funds, previously anticipated to be used for tree trimming under Amendment No. 2, for use by the City during the additional 15-month term.

J. With Amendment No. 3, the City Council further desires to increase the total compensation that may be paid to Contractor by an additional $60,000.00.

K. With Amendment No. 3, the total maximum compensation due under the Agreement will increase from $525,900.85 to $585,900.85.

TERMS

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

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

   "The total compensation, including reimbursement for actual expenses, shall not exceed Five Hundred Eighty Five Thousand Nine Hundred Dollars and Eighty Five Cents ($585,900.85) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10. The Parties agree and acknowledge that, as of the date of Amendment No. 3, the City has already paid Contractor the sum of four hundred seventy seven thousand four dollars and fifty cents ($477,004.50) through the end of January 31, 2017 services."

   b. **Section III of Exhibit “C” (Schedule of Compensation) 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 Five Hundred Eighty Five Thousand Nine Hundred Dollars and Eighty Five Cents ($585,900.85) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10. The Contract Sum is apportioned as follows:

   A. $180,000, which is the compensation already paid to Contractor for services under the original Agreement.

   B. $158,240, which is the compensation already paid to Contractor for services under the Agreement as amended by Amendment No. 1.

   C. $138,764.50, which is the compensation already paid to Contractor for services under the Agreement as amended by Amendment No. 2 through the end of January 31, 2017 services.

   D. $108,896.35, which is the maximum compensation that may be paid to Contractor for Services under the Agreement as amended by Amendment No. 3, for the period February 1, 2017 and ending June 30, 2018."

   c. **Section VI of Exhibit A is hereby added and shall read as follows:**
"VI. For the period of April 1, 2017 through June 30, 2018, Contractor shall perform the following services as requested by the Contract Officer subject to the existing rates set forth in Section IV of Exhibit “C”:

A. Tree trimming on an individual tree basis.
B. Tree and stump removal.
C. Tree planting.
D. Tree watering.
E. Maintain and update the City’s tree inventory.
F. Tree related emergency services."

d. Section 3.5, “Term” is hereby amended and shall now read as follows:

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until June 30, 2018, except as otherwise provided in the Schedule of Performance (Exhibit “D”)."

e. Section II of Exhibit “D” of the Agreement is hereby amended and shall now read as follows:

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until June 30, 2018 (the “Term”). The City Council may, in its sole absolute discretion, extend the Term an additional nine months so long as funds have been appropriated for the Services under 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 Amendment Nos. 1, 2 and 3 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 No. 3, 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 No. 3, 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 Amendment No. 3 on the date and year first-above written.

CITY:

CITY OF BELL

[Signature]

Alicia Romero, Mayor

ATTEST:

[Signature]

Angela Bustamante, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

[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

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULL 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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of ORANGE  

On 3/31/17 before me, Amelia I. Menzel, Notary Public, 

Date  
Here Insert Name and Title of the Officer

personally appeared Patrick Mahoney and Richard Mahoney  
Name(s) of Signer(s)

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  
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Amendment No.3 to Contract Services between City of Bell & West Coast Arborists, Inc.
Document Date: 3/22/17 Number of Pages: 5
Signer(s) Other Than Named Above:  

Capacity(ies) Claimed by Signer(s)
Signer’s Name: Patrick Mahoney
☒ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:  
Signer Is Representing: WCA, Inc.

Signer’s Name: Richard Mahoney
☒ Corporate Officer — Title(s): Asst. Secretary
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:  
Signer Is Representing: WCA, Inc.