

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 25 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.

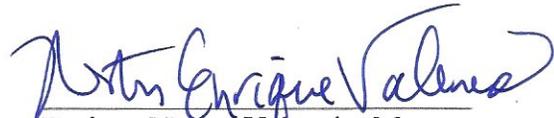
5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally 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


Enrique Nestor Valencia, Mayor
7/3/2014

ATTEST:


Janet Martinez, Acting City Clerk

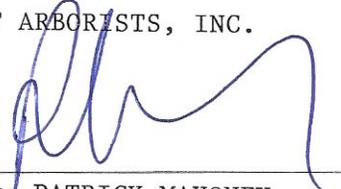
APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP 

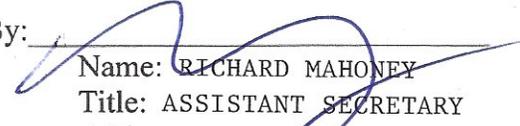

David Aleshire, City Attorney

CONTRACTOR:

WEST COAST ARBORISTS, INC.

By: 

Name: PATRICK MAHONEY
Title: PRESIDENT

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



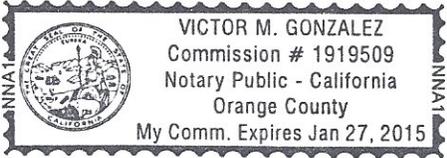
On 7/14/14 before me, Victor M. Gonzalez, Notary Public
Date Here Insert Name and Title of the Officer

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.



Place Notary Seal Above

Signature Victor M. Gonzalez
Signature of Notary Public

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 — Limited 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 — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: West Coast Arborists, Inc.

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 SUBLIMIT/LIMITS 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.

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY		
	<input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM				
WORKERS COMPENSATION STATUTORY	7/1/2015	WA7-66D-039499-074	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: CA,NV,AZ	EMPLOYERS LIABILITY	
				Bodily Injury by Accident \$1,000,000 Each Accident	
				Bodily Injury By Disease \$1,000,000 Policy Limit	
				Bodily Injury By Disease \$1,000,000 Each Person	
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	7/1/2015	TB2-661-039499-014	General Aggregate	\$2,000,000	
				Products / Completed Operations Aggregate	\$2,000,000
				Each Occurrence	\$1,000,000
				Personal & Advertising Injury	\$1,000,000 Per Person / Organization
				Other FIRE DAMAGES \$100,000	Other MEDICAL PAYMENTS \$5,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	7/1/2015	AS7-661-039499-034		Each Accident—Single Limit \$2,000,000 B.I. And P.D. Combined	
				Each Person	
				Each Accident or Occurrence	
				Each Accident or Occurrence	
OTHER Umbrella Excess Liability	7/1/2014 - 7/1/2015	TH7-661-039499-044		\$5,000,000 PER OCCURRENCE/AGGREGATE	

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:

Liberty Mutual Insurance Group

Certificate Holder

City of Bell
6330 Pine Avenue
Bell CA 90201

Elaine Ulan

Elaine Ulan

AUTHORIZED REPRESENTATIVE

Los Angeles / 0603
818 W 7th Street, Suite 850
Los Angeles CA 90017

0564408

213-624-1171

6/25/2014

OFFICE

PHONE

DATE ISSUED

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

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):

Location(s) Of Covered Operations

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

Any location listed in such agreement

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