

CITY OF FULLERTON
AMENDMENT NUMBER ONE
TO AGREEMENT FOR CITY TREE MAINTENANCE SERVICES
WITH WEST COAST ARBORISTS, INC.

This Amendment Number One ("Amendment") to the Agreement for City Tree Maintenance Services ("Agreement") is entered into by and between the CITY OF FULLERTON ("City") and WEST COAST ARBORISTS, INC. ("Contractor").

Recitals

WHEREAS, City and Contractor entered into the Agreement on April 5, 2017, for an initial term of one year with an option to renew for up to five additional one-year periods; and

WHEREAS, the Agreement has been renewed and Contractor continues to provide City tree maintenance services; and

WHEREAS, the City is in need of greater quantities of tree maintenance and removal services; and

WHEREAS, the City has updated its insurance requirements relating to the services.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section II(C)(1) of the Agreement (Compensation) is deleted in its entirety and replaced with the following:

City agrees to pay and Contractor agrees to accept as total payment for its services, the rates and charges set forth in Exhibit "B" attached hereto and incorporated by this reference. No price increase will be considered during the Agreement term or any renewal thereof, except as may be consistent with U.S. or California wage determinations.

2. Section C(2)(5) of Exhibit A to the Agreement relating to tree removal and stump grinding is revised to remove the limitation of one thousand trees per year.

3. From the date of this Amendment through the term of the Agreement, including any renewals, Contractor shall maintain the minimum insurance requirements set forth in Attachment "A" to this Amendment, attached hereto and incorporated herein by this reference, which shall replace the insurance requirements set forth in Section II(E) of the Agreement.

4. Except as provided in this Amendment, all provisions of the Agreement remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers.

WEST COAST ARBORISTS, INC.

CITY OF FULLERTON

Patrick Mahoney, President

Meg McWade, Public Works Director

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

Lucinda Williams, City Clerk

Richard D. Jones, City Attorney

ATTACHMENT A INSURANCE REQUIREMENTS

Contractor shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with products, materials or services supplied to the City. Contractor shall provide current evidence of the required insurance in a form acceptable to the City and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this Agreement.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Section II(F) of the Agreement or the extent to which Contractor may be held responsible for payments of damages to persons or property.

I. Minimum Scope and Limits of Insurance

- A. Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form #CG 00 01, with a limit of not less than \$2,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.
- B. Business Automobile Liability Insurance. Contractor shall maintain business automobile liability insurance coverage in a form at least as broad as ISO Form # CA 00 01, with a limit of not less than \$2,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- C. Workers' Compensation and Employers' Liability Insurance. Contractor shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 each accident.

II. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City.

III. Other Insurance Provisions

The required insurance policies shall contain or be endorsed to contain the following provisions:

A. Commercial General Liability

The City, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of products, materials, or services of the Contractor. In the event that Contractor is

providing service to City, such coverage as an additional insured shall not be limited to the period of time during which Contractor is conducting ongoing operations for the City but rather, shall continue after the completion of such operations. The coverage shall contain no special limitations on the scope of its protection afforded to the City, its officers, employees and volunteers.

This insurance shall be primary insurance as respects the City, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by the City, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.

B. Workers' Compensation and Employers' Liability Insurance.

Insurer shall waive their right of subrogation against City, its officers, employees and volunteers for work done on behalf of the City.

City shall be named as third party beneficiary for losses arising from work done on behalf of City.

C. All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

If Contractor maintains higher limits or has broader coverage than the minimums shown above, the City requires and shall be entitled to all coverage, and to the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

E. Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

IV. Acceptability of Insurers

All required insurance shall be placed with insurers acceptable to the City with current BEST'S ratings of no less than A, Class VII. Workers' compensation insurance may be placed with the California State Compensation Insurance Fund. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of the City, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if Contractor evidences the requisite need to the sole satisfaction of the City.

V. Verification of Coverage

Contractor shall furnish the City with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, Contractor shall furnish certified copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by City before work commences or products and materials are delivered. The City reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.