

**SECOND AMENDMENT TO
CONTRACT
TREE MAINTENACE SERVICES AGREEMENT
[RFP No. 156-05]**

THIS SECOND AMENDMENT TO CONTRACT (the “Second Amendment to Contract”) is made and entered into as of _____, 2020 (“Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and WEST COAST ARBORISTS, INC., a California corporation (“Contractor”), with reference to the following.

A. City and Contractor entered into a Contract (Agreement No. 6294 dated as of January 1, 2016, which is incorporated herein by this reference (the “Original Contract”); and

B. City and Contractor amended the Original Agreement to increase the compensation by that certain First Amendment to Contract (Agreement No. 6294.1) dated as of April 10, 2018, which is incorporated herein by this reference (the “First Amendment”); and

C. City and the Contractor desire to further amend the Original Agreement to extend the term, revise the Scope of Work, revise the insurance requirements and increase the compensation.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Contract.

Section 2. **Cross-References.** City and Contractor agree that all references in this Second Amendment are deemed and construed to refer to the Original Contract, as implemented by this Second Amendment.

Section 3. **Revised Extension Terms.** Article 2 of the Original Agreement is hereby amended in pertinent part to reflect the following revised Extension Terms:

- The “First Extension Term” commencing on January 1, 2021 and terminating on June 30, 2022
- The Second Extension Term commencing on July 1, 2022 and terminating on June 30, 2023

Section 4. **Extension of Term.** Pursuant to Article 2 of the Original Agreement, the City hereby extends the Term of this Agreement to reflect the First Extension Term, commencing on January 1, 2021 and terminating on June 30, 2022.

Section 5. Compensation.

A. Article 3 of the Original Agreement is hereby amended to increase the compensation for the First Extension Term to include an increase based upon the revised Extension Term, a 2% increase based on the Consumer Price Index, a 2.5% increase based on the additional required insurance, and a contingency to cover additional services. The total not-to-exceed compensation for the First Extension Term (exclusive of reimbursables) set forth in Article 3 is hereby amended to provide for a total not-to-exceed compensation due to Contractor of FIVE HUNDRED SEVENTY TWO THOUSAND ONE HUNDRED THIRTY SEVEN DOLLARS and 50/100 (\$572,137.50), which compensation may not be increased without the prior written authorization of the City.

B. Article 3 of the Original Agreement is hereby amended in pertinent part to reflect an allowable increase in the compensation for the Second Extension Term, if exercised, as follows: "In no event shall the increase for the Second Extension Term be greater than four-and-one-half percent (4.5%) of the compensation payable to the Contractor for the First Extension Term, which represents a maximum two percent (2%) increase based on the Consumer Price Index plus two-and-one-half percent (2.5%) increase based on the additional required insurance."

Section 6. Insurance. Article 6 of the Original Agreement is hereby amended to increase the General Liability and Automobile Liability insurance limits and add Professional Liability insurance as follows:

Contractor shall maintain limits no less than:

- | | | |
|----------------------------|--------------|--|
| 1. General Liability | \$20,000,000 | per occurrence for bodily injury, personal injury and property damage; and |
| | \$25,000,000 | aggregate |
| 2. Automobile Liability: | \$5,000,000 | per accident for bodily injury and property damage. |
| 3. Workers' Compensation: | | as required by the State of California. |
| 4. Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |
| 5. Professional Liability: | \$5,000,000 | per claim. |

Section 8. Integration. This Second Amendment, the agreements specifically referred to herein, and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect to the subject matter hereof. This Second Amendment amends, as set forth herein, the Original Agreement and the First Amendment

and, except as specifically amended hereby, the Original Agreement, as amended, shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Second Amendment and the terms and provisions of the Original Agreement, as amended, the terms and provisions of this Second Amendment shall control and govern the rights and obligations of the parties.

IN WITNESS of this Contract, the parties enter into this Contract on the year and day first above written.

“CONTRACTOR”

“CITY”

WEST COAST ARBORISTS, a California corporation

CITY OF ORANGE, a municipal corporation

*By: _____

By: _____
Mark A. Murphy, Mayor

Printed Name: _____

Title: _____

ATTEST:

*By: _____

Printed Name: _____

Title: _____

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

NAME
(Senior Assistant) City Attorney

***NOTE:** *If CONTRACTOR is a corporation, the City requires the following signature(s):*
-- *(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR*
-- *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.*