

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("First Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and WEST COAST ARBORISTS, INC., a California corporation ("Contractor") is effective as of the 1st day of July, 2017.

RECITALS

A. City and Contractor entered into that certain Agreement for Contractual Services dated July 1, 2014 ("Agreement") whereby Contractor agreed to provide Tree Maintenance Services for Fiscal Years 2014/15 thru 2016/17, for a total not to exceed Contract Sum of Nine Hundred Seventy Eight Thousand Nineteen Dollars (\$978,019) for the total Services provided for the three fiscal years.

B. In authorizing the Agreement, the City Council concurrently authorized an additional expenditure of up to twenty percent (20%) of the Contract Sum, or One Hundred Ninety Five Thousand Six Hundred Dollars (\$195,600), for unforeseen additional trimmings outside the normal scope of work ("Additional Expenditure").

C. City and Contractor now desire to amend the Agreement (i) to memorialize the Additional Expenditure; and (ii) to extend the Agreement by a period of six (6) months commencing on July 1, 2017, and terminating on December 31, 2017, and to provide for the payment of Services during the six-month extension under the same terms and pricing agreed to and memorialized in the Agreement, which consist of a compensation amount not to exceed One Hundred Sixty Three Thousand Two Dollars (\$163,002) for the total six (6) month period and an additional expenditure of up to twenty percent (20%) of that amount, or Thirty Two Thousand Six Hundred Dollars (\$32,600) for that same period for unforeseen additional trimmings outside the normal scope of work ("First Amendment").

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is indicated in ***bold italics*** and deleted text is shown in ~~strikethrough~~):

- A. **"2.1 Schedule of Compensation.** For Services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the contract amount of ***One Million Three Hundred Sixty Nine Thousand Two Hundred Twenty One Dollars (\$1,369,221)***~~Nine Hundred Seventy Eight Thousand, and Nineteen (\$978,019.00), ("Contract Sum") over the three fiscal years (FY 2014/15 thru FY 2016/17)~~, except as provided in Section 2.3. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with

the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings."

B. **"3.4 Term & Extended Term(s).** Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect from July 1, 2014 until ~~June 30, 2017~~ **December 31, 2017 ("Term").** City reserves the right, in its sole and unfettered direction, to administratively extend the Term of this Agreement for up to a maximum of one (1) three-year extended term (an "Extended Term"). City shall exercise its right to extended the Term of the Agreement by providing Contractor with written notice from the City's City Manager of its intent to extend the Term of this Agreement not less than thirty (30) calendar days prior to the expiration of the Term of this Agreement."

C. **"Exhibit "B" (Schedule of Compensation)** For services rendered pursuant to this Agreement, Contractor shall be compensated *during the Term of this Agreement* as set forth herein, ~~for FY 2014/15 through FY 2016/17, the~~ **an amount of \$978,019.00 not to exceed One Million Three Hundred Sixty Nine Thousand Two Hundred Twenty One Dollars (\$1,369,221),** payable as invoiced for services rendered pursuant to the per tree rates set forth in the Proposal under the heading "Cost of Services," attached hereto and incorporated herein. ***Payment for Services under this Agreement shall be made pursuant to the following compensation schedule:***

(i) for services within the Scope of Services contemplated in this Agreement rendered during the three (3) fiscal years commencing FY 2014/15 and terminating FY 2016/17, Contractor shall be paid an amount not to exceed Nine Hundred Seventy Eight Thousand Nineteen Dollars (\$978,019);

(ii) for services beyond the Scope of Services contemplated in this Agreement rendered during the three (3) fiscal years commencing FY 2014/15 and terminating FY 2016/17, Contractor shall be paid an amount not to exceed One Hundred Ninety Five Thousand Six Hundred Dollars (\$195,600);

(iii) for the period commencing on July 1, 2017 and terminating on December 31, 2017 Contractor shall be paid a total amount not to exceed One Hundred Sixty Three Thousand Two Dollars (\$163,002) for those six (6) months; and

(iv) for services beyond the Scope of Services contemplated in this Agreement rendered during the period commencing on July 1, 2017 and terminating on December 31, 2017, Contractor shall be paid a total amount not to exceed Thirty Two Thousand Six Hundred Dollars (\$32,600).

Notwithstanding anything herein to the contrary, effective July 1, 2015 and on each July 1 thereafter, the compensation paid to Contractor shall be adjusted annually to rates that are based upon March-to-March changes in the Consumer Price Index (CPI), All Urban Consumers, for Los Angeles-Anaheim-Riverside area, as published by the United States Department of Labor, Bureau of Labor Statistics.”

- D. The “**GRAND TOTAL**” in the attachment to the Agreement entitled “**XVI BID SCHEDULE**” is hereby amended to read “*One Million Three Hundred Sixty Nine Thousand Two Hundred Twenty One Dollars*” and “*\$1,369,221.00*”.

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.

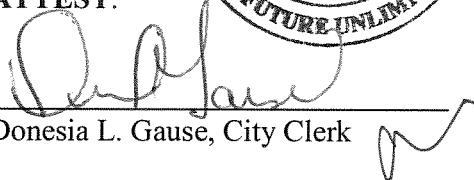
5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally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

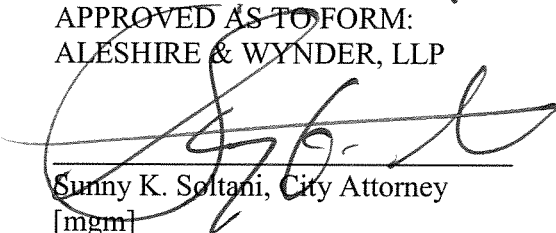
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.



ATTEST:

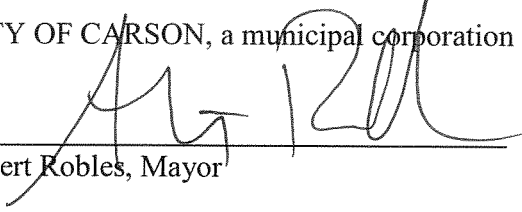

Donesia L. Gause, City Clerk

APPROVED AS TO FORM:
ALESHERE & WYNDER, LLP


Sunny K. Soltani, City Attorney
[mgm]

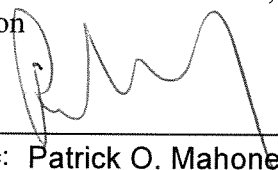
CITY:

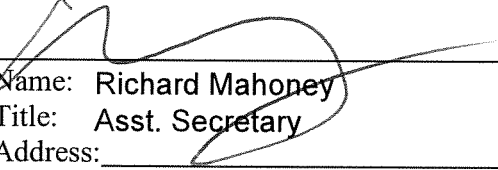
CITY OF CARSON, a municipal corporation


Albert Robles, Mayor

CONTRACTOR:

WEST COAST ARBORISTS, INC., a California corporation

By: 
Name: Patrick O. Mahoney
Title: President

By: 
Name: Richard Mahoney
Title: Asst. Secretary
Address: 2200 E. Via Burton St.
Anaheim, CA 92886

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'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 CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

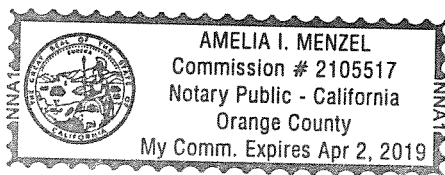
State of California)
County of ORANGE)

On 8/29/17 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. 1 to Agreement between City of Carson and West Coast Arborists, Inc.

Document Date: 8/1/17 Number of Pages: _____

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.

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 Limits	7/1/2018	WA7-66D-039499-077	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: All States Except: ND, OH, WA, WY	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	7/1/2018	TB2-661-039499-017	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 Damage to premises rented to you \$300,000	Other Medical Expense \$5,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	7/1/2018	AS7-661-039499-037	\$2,000,000 Each Accident—Single Limit B.I. And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence	
OTHER Umbrella Excess Liability	7/1/2017 - 7/1/2018	TH7-661-039499-047	\$5,000,000 Per Occurrence/Aggregate	
ADDITIONAL COMMENTS See Addendum				

* 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

The City of Carson
Risk Management
PO Box 6234
Carson CA 90749

Elaine Ulan

Elaine Ulan

Los Angeles / 0603	AUTHORIZED REPRESENTATIVE	
818 W 7th Street, Suite 850	0564408	
Los Angeles CA 90017	213-443-0782	6/13/2017
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 84



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Liberty Mutual Insurance Co. National Insurance West		NAMED INSURED WEST COAST ARBORISTS, INC 2200 EAST VIA BURTON ANAHEIM CA 92806
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: NM **FORM TITLE:** Certificate of Casualty Insurance (07/10)

HOLDER: The City of Carson Risk Management

ADDRESS: PO Box 6234 Carson CA 90749

The City of Carson, California and The Carson Redevelopment Agency and its or their elected officials, officers, agents and employees are additional insured with regards to general liability and automobile liability, as their interest may appear, where required by written contract.

The insurance afforded by the general liability policy for the benefit of the additional insured shall be primary and non-contributory.

Waiver of Subrogation is included in favor of the additional insured on general liability, workers compensation and automobile liability, and applies only to the specific jobs of the insured performed under written contract, and where applicable by law.

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 <input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM	POLICY NUMBER	LIMIT OF LIABILITY	
WORKERS COMPENSATION Statutory Limits	7/1/2018	WA7-66D-039499-077	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: All States Except: ND, OH, WA, WY	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	7/1/2018 <div>RETRO DATE</div>	TB2-661-039499-017	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 Damage to premises rented to you \$300,000	Other Medical Expense \$5,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	7/1/2018	AS7-661-039499-037	\$2,000,000 Each Accident—Single Limit B.I. And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence	
OTHER Umbrella Excess Liability	7/1/2017 - 7/1/2018	TH7-661-039499-047	\$5,000,000 Per Occurrence/Aggregate	
ADDITIONAL COMMENTS See Addendum				

* 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

The City of Carson
Risk Management
PO Box 6234
Carson CA 90749

Elaine Ulan

Elaine Ulan

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

AUTHORIZED REPRESENTATIVE

0564408

213-443-0782

6/13/2017

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



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Liberty Mutual Insurance Co. National Insurance West		NAMED INSURED WEST COAST ARBORISTS, INC 2200 EAST VIA BURTON ANAHEIM CA 92806	
POLICY NUMBER			
CARRIER	NAIC CODE		
EFFECTIVE DATE:			

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: NM **FORM TITLE:** Certificate of Casualty Insurance (07/10)

HOLDER: The City of Carson Risk Management

ADDRESS: PO Box 6234 Carson CA 90749

The City of Carson, California and The Carson Redevelopment Agency and its or their elected officials, officers, agents and employees are additional insured with regards to general liability and automobile liability, as their interest may appear, where required by written contract.

The insurance afforded by the general liability policy for the benefit of the additional insured shall be primary and non-contributory.

Waiver of Subrogation is included in favor of the additional insured on general liability, workers compensation and automobile liability, and applies only to the specific jobs of the insured performed under written contract, and where applicable by law.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS 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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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 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):**

All persons or organizations with whom you have entered into a written contract or agreement, prior to an occurrence or offense, to provide additional insured status.

Location And Description Of Completed Operations

All locations as required by a written contract or agreement entered into prior to an occurrence or offense.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Premium: \$ INCL

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

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom you have agreed in writing to waive any right of recovery prior to a loss. Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of \$ 250.

Person or Organization
Where required by contract or
written agreement prior to loss and
allowed by law

Job Description

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-66D-039499-077

Effective Date 7/1/2017

Premium \$

Issued to West Coast Arborists, Inc.