

AMENDMENT NO. 6

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 6”) 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 ____ day of _____, 2023. City and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City and Contractor entered into that certain Agreement for Contractual Services dated October 1, 2018, (“Agreement”) whereby Contractor agreed to provide professional tree maintenance services for public parks, various civic facilities, streets and medians in the City, including tree pruning and maintenance services, mitigation services for risks from tree hazards, and emergency tree maintenance services (“Services”).

B. In August 2017, City was awarded a grant of up to \$267,915 from the California Department of Forestry and Fire Protection (“CAL Fire”) for the Carson Tree Expansion & Improvement Project (“Tree Planting Project”) as part of the Urban & Community Forestry California Climate Investment Grants program.

C. In furtherance of such grant, CAL Fire and the City entered into a grant agreement, identified as Grant Agreement 8GG16422, which was twice subsequently amended (collectively, “Grant Agreement”).

D. Under the Grant Agreement, the Tree Planting Project consists of the planting of up to 1,440 trees by March 30, 2021, as part of the City’s mitigation efforts to decrease GHG emissions, as well as for the promotion of urban forestry through educational community outreach. Under this program, City is to be paid grant monies on a reimbursement basis, which means any compensation paid by City to any contractor under the Tree Planting Project up to \$267,915 is subject to reimbursement under the Grant Agreement. However, Contractor was to perform services under the Tree Planting Project triggering payment of up to \$76,440 of the \$267,915 grant monies.

E. The City and Contractor entered into that certain Amendment No. 1 to Agreement for Contract Services dated January 28, 2020, to implement the Tree Planting Project to add the Tree Planting Project services to the Services provided for in the Agreement, and to increase the Contract Sum from \$1,969,764.09 to \$2,046,204.09.

F. The Agreement term is for three (3) years, from October 1, 2018 through September 30, 2021, and provides City with options to extend for up to three (3) years, either all at once or incrementally, at City’s election. City’s exercise of the full allotment of the three (3) year extension would result in expiration of all extended terms on September 30, 2024.

G. The City and Contractor entered into that certain Amendment No. 2 to Agreement for Contract Services dated September 21, 2021, to extend the Agreement term by an additional two (2) months, thereby extending the term to November 30, 2021.

H. City and Contractor entered into that certain Amendment No. 3 to Agreement for Contract Services dated March 16, 2022 to further extend the Agreement for thirteen (13) months starting from December 1, 2021 through December 31, 2022, and increase the Contract Sum by an additional \$656,588.03 to bring the new Contract Sum from \$2,046,204.09 to \$2,702,792.12.

I. City and Contractor entered into that certain Amendment No. 4 to Agreement dated October 18, 2022, to further extend the term for one (1) month starting from January 1, 2023 through January 31, 2023, and increase the Contract Sum by an additional \$199,000.00 to cover such extension period bringing the new Contract Sum to \$2,901,792.12.

J. On December 9, 2022, Contractor submitted a request to the City for a 7.5% cost of living increase pursuant to Section 3.5 of the Agreement (equivalent to an annual contract sum increase of \$49,244.16), effective February 1, 2023 and continuing through expiration of the Agreement term. Concurrent therewith, City and Contractor sought to further extend the term for an additional twenty (20) months, from February 1, 2023 through September 30, 2024 ("Final Extension Period").

K. The City reviewed Contractor's request for CPI increase and supporting documentation submitted by Contractor, and determined that the requested 7.5% CPI increase is accurate and appropriate pursuant to Section 3.5 of the Agreement. Therefore, through that certain Amendment No. 5 to Agreement dated [REDACTED], 2023, City and Contractor agreed to extend the Agreement term through the end of the Final Extension Period and increase the Contract Sum by \$49,244.16 per annum as a direct result of the CPI increase, thereby increasing the total Contract Sum during the Final Extension Period as a direct result of the CPI increase by \$82,073.51. When accounting for the increase to Contract Sum of \$82,073.51 together with the increase to the Contract Sum needed to approve Contractor's continued provision of Services until expiration of the Final Extension Period, the Contract Sum increased through Amendment No. 5 by an amount of \$1,176,386.91 bringing the adjusted Contract Sum from \$2,901,792.12 to \$4,078,179.03.

L. Now, due to a request by the City Council for Contractor to significantly intensify the volume of its Services to be provided to City through the end of the Final Extension Period of September 30, 2024 with the objective of implementing a more aggressive trimming cycle in order to attain a safer and more aesthetically pleasing urban forest, City and Contractor desire to again amend the Agreement to increase the Contract Sum by an additional \$400,000, which will result in an increased Contract Sum of \$4,478,179.03.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strike-through~~):

A. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:

“2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Four Million ***Four Hundred*** Seventy Eight Thousand One Hundred Seventy Nine Dollars and 3/100 Cents (~~\$4,478,179.03~~\$4,078,179.03) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.”

B. Exhibit “C” (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

“I. Contractor shall perform the following tasks at the following rates provided herein (Contractor to provide all materials, supplies, personnel, etc., inclusive with the rates provided below unless otherwise expressly specified):

	ROUTINE TREE TRIMMING BY ZONE	RATE	QTY	ITEM COST
A.	Per tree, small 0-6” DSH	\$52.65	1,311	PER UNIT
B.	Per tree, medium 7-18” DSH	\$105.35	2,109	PER UNIT
C.	Per tree, large, over 18”DSH	\$181.65	1,617	PER UNIT
D.	Date palms	\$99.95	32	PER UNIT
E.	Mexican fan palms	\$80.60	215	PER UNIT
F.	Queen, Majesty, Kentia, other (King palms are excluded from trimming as they are self-cleaning)	\$52.65	33	PER UNIT
	REMOVALS			
G.	Per inch DSH, complete tree and stump	\$41.90	per City Request	PER UNIT
H.	Per inch DSH, tree removal only	\$31.15	per City Request	PER UNIT
I.	Per inch Dia., stump removal only	\$10.75	per City Request	PER UNIT
	TREE PLANTING LABOR ONLY			
J.	Per tree, 15 gallon	\$52.65	per City Request	PER UNIT

K.	Per tree, 24 inch box	\$106.40	per City Request	PER UNIT
L.	Per tree, 36 inch box	\$267.65	per City Request	PER UNIT
M.	Per tree, 48 inch	\$375.15	per City Request	PER UNIT

TREE WATERING

N.	Per day, watering of planted trees	\$387.00	per City Request	PER DAY
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CREW RENTAL

O.	Per hour, 3 people, aerial unit, dump truck & chipper (day call out)	\$96.75 ¹	per City Request	PER MAN HOUR
P.	Per hour, emergency work, pursuant to Section I(D) of Exhibit A.	\$129.00 ¹	per City Request	PER CREW HOUR

NON-ZONE YEAR TRIMMING

Q.	Per tree, Queen Palms (dead fronds and fruit stalks only)	\$52.65	457	PER UNIT
R.	Per tree, Ficus benjamina	\$52.65	379	PER UNIT
S.	Per tree, Coral trees (crown reduction to reduce limb loss)	\$310.65	73	PER UNIT

TREE PLANTING PROJECT

T.	Per tree, 5 gallon	\$50	420	PER UNIT
U.	Per tree, 15 gallon	\$110	504	PER UNIT

TOTALS

¹ Inclusive of all labor, tools, equipment, disposal fees and materials necessary for completing the emergency work.

All trees @ 7 zones per year, plus 5% removals, plus non-zone year trimming for Queen Palms, Ficus benjamina, and Coral Trees, plus Tree Planting Project.

Total Contract Amount	\$4,078,179.03 \$4,478,179.03	CONTRACT TERM
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II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another, with the exception of funds allotted for the Tree Planting Project, so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items describing the work performed (including a listing of completed work by street address, tree species, work performed, and date the work was performed), the number of hours worked, the hourly rate, and other data as requested by the City.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

E. Each invoice shall include all recycling receipts or proof of reusing and reducing operations.

IV. The total compensation for the Services shall not exceed **\$4,478,179.03** ~~\$4,078,179.03~~ as provided in Section 2.1 of this Agreement.”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 6, all provisions of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 and Amendment No. 5 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 6, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 6, Amendment No. 5, Amendment No. 4, Amendment No. 3, Amendment No. 2 and Amendment No. 1.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 and Amendment No. 5. 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 and Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 and Amendment No. 5. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5 and this Amendment No. 6, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 6, 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 Consultant that, as of the date of this Amendment No. 6, Consultant 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 No. 6.

5. **Authority.** The persons executing this Amendment No. 6 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 Amendment No. 6 on behalf of said party, (iii) by so executing this Amendment No. 6, such party is formally bound to the provisions of this Amendment No. 6, and (iv) the entering into this Amendment No. 6 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. 6 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

WEST COAST ARBORISTS, INC., a California corporation

By:_____
Name: Patrick Mahoney
Title: President

By:_____
Name: Richard Mahoney
Title: Assistant Secretary
Address: 2200 E. Via Burton Street
Anaheim, CA 92806

Two corporate officer signatures required when Contractor 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. 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 CONTRACTOR'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 LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
<input type="checkbox"/>	<div>TITLE(S) PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</div>	<div>TITLE OR TYPE OF DOCUMENT</div>
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	<div>NUMBER OF PAGES</div>
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		<div>DATE OF DOCUMENT</div>
		<div>SIGNER(S) OTHER THAN NAMED ABOVE</div>

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT
_____ _____		
		SIGNER(S) OTHER THAN NAMED ABOVE