

**AMENDMENT NO. 1
FOR
TREE CARE AND MAINTENANCE SERVICES**

This **AMENDMENT** is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (“County”) and West Coast Arborists, Inc., a California Stock Corporation, with a place of business at 2200 East Via Burton St., Anaheim, CA 92806-1221 (“Contractor”), with County and Contractor sometimes individually referred to as “Party” or collectively referred to as “Parties”.

RECITALS

WHEREAS, County and Contractor entered into Contract MA-012-22010006 for Tree Care and Maintenance Services, effective September 1, 2021 through August 31, 2024, in the Total Contract Not-to-Exceed Amount of \$9,360,000.00 (“Contract”); and,

WHEREAS, the Parties now desire to renew the Contract for two (2) years effective September 1, 2024 through August 31, 2026, with a new Total Contract Not-to-Exceed Amount of \$16,080,000.00; and,

NOW THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

1. Section 2 of the Additional Terms and Conditions to the Contract shall be amended to read in its entirety as follows:
 2. **Term of Contract:** This Contract shall commence on September 1, 2021 through August 31, 2024 and upon execution of all necessary signatures, whichever occurs later, unless otherwise terminated by County. Contract shall be renewed for two (2) years effective September 1, 2024 through August 31 2026, unless otherwise terminated as provided herein.
2. Section 12 of the Additional Terms and Conditions to the Contract shall be amended to read in their entirety as follows:
 12. **Cooperative Contract:** This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract may be extended, at the option of Contractor, to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization (the “Cooperative Program”). Parties in a Cooperative Program wishing to use this Contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any agreement entered into with another agency or entity that is entered into pursuant to the provisions and pricing of this Contract a clause that binds the parties to the agreement to “indemnify, defend with counsel approved in writing by the County of Orange, California (“County”), and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided” under the agreement..

Failure to so include this clause voids the Contract's extension to a Cooperative Program and will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

As a cost-recovery mechanism for County, a 2 percent administrative rebate on total sales from all subordinate contracts will be paid to the County for any contracts the Contractor agrees to enter into with another agency or entity, other than the County of Orange or a department thereof, under the provisions and pricing of this Contract. The County has partnered with Pavilion, a third-party administrator, responsible for managing all reporting and payments under this Cooperative Program. The Contractor shall provide quarterly Volume Sales Reports about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required may be deemed by the County as a material breach of the Contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract. This Cooperative Contract provision shall survive expiration or termination of this Contract.

3. Section 2 of Attachment B, Payment and Compensation, shall be amended to read in its entirety as follows:

2. **Fees and Charges:** Contract amount shall not exceed the following:

- A. **ANNUAL CONTRACT AMOUNT NOT TO EXCEED: \$3,360,000.00**
- B. **CONTRACT AMOUNT NOT TO EXCEED: \$6,720,000.00**
- C. **NEW TOTAL CONTRACT AMOUNT NOT TO EXCEED: \$16,080,000.00**

4. Attachment C, Cost Proposal, shall be amended to read in its entirety as follows:

Routine Annual Tree Maintenance and Other High Volume Work			
<u>Work Description</u>	<u>Tree DBH</u>	<u>Year 4</u>	<u>Year 5</u>
Full Prune	0" - 6"	57.20	59.50
Full Prune	7" - 12"	78.00	81.10
Full Prune	13" - 18"	130.00	135.20
Full Prune	19" - 24"	156.00	162.20
Full Prune	25" - 30"	182.00	189.30
Full Prune	31" - 36"	182.00	189.30
Full Prune	36"+	338.00	351.50

Crown Raise/Clearance Prune	0" - 6"	36.40	37.80
Crown Raise/Clearance Prune	7" - 12"	36.40	37.80
Crown Raise/Clearance Prune	13" - 18"	46.80	48.60
Crown Raise/Clearance Prune	19" - 24"	46.80	48.60
Crown Raise/Clearance Prune	25" - 30"	57.20	59.50
Crown Raise/Clearance Prune	31" - 36"	57.20	59.50
Crown Raise/Clearance Prune	36"+	88.40	91.90
Prune Date Palm	N/A	88.40	91.90
Prune Fan Palm	N/A	88.40	91.90
Prune all other Palm Species	N/A	52.00	54.00
Palm Frond Removal in Excess of 3 Years Growth	N/A	20.80	21.60
Palm Trunk Skinning in Excess of 10 feet	N/A	20.80	21.60
Palm Trunk Skinning Less Than 10 feet	N/A	20.80	21.60
Tree Removal with Stump Grinding	0" - 6"	104.00	108.10
Tree Removal with Stump Grinding	7" - 12"	260.00	270.40
Tree Removal with Stump Grinding	13" - 18"	514.80	535.40
Tree Removal with Stump Grinding	19" - 24"	514.80	535.40
Tree Removal with Stump Grinding	25" - 30"	722.80	751.70
Tree Removal with Stump Grinding	31" - 36"	722.80	751.70
Tree Removal with Stump Grinding	36"+	930.80	968.00
Tree Removal w/o Stump Grinding	0" - 6"	78.00	81.10
Tree Removal w/o Stump Grinding	7" - 12"	202.80	210.90
Tree Removal w/o Stump Grinding	13" - 18"	306.80	319.10
Tree Removal w/o Stump Grinding	19" - 24"	364.00	378.50
Tree Removal w/o Stump Grinding	25" - 30"	520.00	540.80
Tree Removal w/o Stump Grinding	31" - 36"	520.00	540.80
Tree Removal w/o Stump Grinding	36"+	826.80	859.90
Root Pruning	N/A	26.00	27.00
Root Barrier	N/A	26.00	27.00
Hand Watering	N/A	97.75	101.60
Hourly Work/Crew Rental (Incl. all personnel and equip.)	N/A	97.75	101.60
Inventory Entry	N/A	6.25	6.50

Low Volume Work			
<u>Work Description</u>	<u>Tree DBH</u>	<u>Year 4</u>	<u>Year 5</u>
Full Prune	0" - 6"	57.20	59.50
Full Prune	7" - 12"	78.00	81.10
Full Prune	13" - 18"	130.00	135.20

Full Prune	19" - 24"	156.00	162.20
Full Prune	25" - 30"	182.00	189.30
Full Prune	31" - 36"	182.00	189.30
Full Prune	36"+	338.00	351.52
Crown Raise/Clearance Prune/Hanging or Down Limb	0" - 6"	97.75	101.60
Crown Raise/Clearance Prune/Hanging or Down Limb	7" - 12"	97.75	101.60
Crown Raise/Clearance Prune/Hanging or Down Limb	13" - 18"	97.75	101.60
Crown Raise/Clearance Prune/Hanging or Down Limb	19" - 24"	97.75	101.60
Crown Raise/Clearance Prune/Hanging or Down Limb	25" - 30"	97.75	101.60
Crown Raise/Clearance Prune/Hanging or Down Limb	31" - 36"	97.75	101.60
Crown Raise/Clearance Prune/Hanging or Down Limb	36"+	97.75	101.60
Prune Date Palm	N/A	88.40	91.90
Prune Fan Palm	N/A	88.40	91.90
Prune all other Palm Species	N/A	52.00	54.00
Palm Frond Removal in Excess of 3 Years Growth	N/A	20.80	21.60
Palm Trunk Skinning in Excess of 10 feet	N/A	20.80	21.60
Palm Trunk Skinning Less Than 10 feet	N/A	20.80	21.60
Tree Removal with Stump Grinding	0" - 6"	104.00	108.10
Tree Removal with Stump Grinding	7" - 12"	260.00	270.40
Tree Removal with Stump Grinding	13" - 18"	514.80	535.40
Tree Removal with Stump Grinding	19" - 24"	514.80	535.40
Tree Removal with Stump Grinding	25" - 30"	722.80	751.70
Tree Removal with Stump Grinding	31" - 36"	722.80	751.70
Tree Removal with Stump Grinding	36"+	930.80	968.00
Tree Removal w/o Stump Grinding	0" - 6"	78.00	81.10
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Tree Removal w/o Stump Grinding	13" - 18"	306.80	319.10
Tree Removal w/o Stump Grinding	19" - 24"	364.00	378.50
Tree Removal w/o Stump Grinding	25" - 30"	520.00	540.80
Tree Removal w/o Stump Grinding	31" - 36"	520.00	540.80
Tree Removal w/o Stump Grinding	36"+	826.80	859.90
Root Pruning	N/A	26.00	27.00
Root Barrier	N/A	26.00	27.00
Hand Watering	N/A	97.75	101.60
Hourly Work/Crew Rental (Incl. all personell and equip.)	N/A	97.75	101.60
Inventory Entry	N/A	6.25	6.50

Emergency and Priority Mobilization Fees			
<u>Work Description</u>		<u>Year 4</u>	<u>Year 5</u>
Emergency (2 Hour Response)		260.00	270.40
Priority (< 7 Day Response)		260.00	270.40

Tree Pest Treatment			
<u>ISHB Work Description</u>	<u>Group</u>	<u>Year 4</u>	<u>Year 5</u>
Imidacloprid (SI)	Treatment 1	3.40	3.50
Imidacloprid (SI), Propiconazole+Bifenthrin+Cease+Pentra bark (TS)	Treatment 2	6.75	7.00
Imidacloprid (SI), Tebuconazole+Bifenthrin+Cease+Pentra bark (TS)	Treatment 3	6.75	7.00
Propiconazole+Bifenthrin+Cease+Pentra bark (TS)	Treatment 4	4.70	4.90
Tebuconazole+Bifenthrin+Cease+Pentra bark (TS)	Treatment 5	4.70	4.90
Bifenthrin+Cease+Pentra bark or Nufilm (TS)	Treatment 6	3.40	3.50
Emamectin benzoate+Propiconazole (TI)	Treatment 7	8.30	8.60
Emamectin benzoate+Propiconazole (TI), Bifenthrin+Cease+Nufilm (TS)	Treatment 8	10.40	10.80
<u>GSOB Work Description</u>	<u>Group</u>	<u>Year 4</u>	<u>Year 5</u>
Bifenthrin+Nufilm (TS)	Treatment 9	3.65	3.80
Carbaryl+Nufilm (TS)	Treatment 10	5.20	5.40
Bifenthrin+Nufilm (TS), Emamectin benzoate (TI)	Treatment 11	11.45	11.90
Carbaryl+Nufilm (TS), Emamectin benzoate (TI)	Treatment 12	12.50	13.00
Dinotefuran+Pentra-bark (BS)	Treatment 13	5.20	5.40
Dinotefuran+Pentra-bark (BS) Bifenthrin+Nufilm (TS)	Treatment 14	8.30	8.60
Dinotefuran+Pentra-bark (BS) Carbaryl+Nufilm (TS)	Treatment 15	9.90	10.30
Emamectin benzoate (TI)	Treatment 16	9.90	10.30
TS=trunk spray, TI= trunk injection, SI=soil injection BS=basal spray			
*Emamectin benzoate application rate shall be 6ml per diameter inch at breast height			
*All other treatment application rates shall use the high rate as listed per label			

Tree Planting (Includes tree, labor, equipment, materials and initial watering)			
<u>Container Size</u>	<u>Minimum DBH</u>	<u>Year 4</u>	<u>Year 5</u>
15 Gallon	1	197.60	205.50
24 Inch Box	1.5	338.00	351.50
36 Inch Box	2.5	832.00	865.30
48 Inch Box	3.5	1,248.00	1297.90
Fan Palm per Ft. Brown Trunk Height	8	97.75	101.60

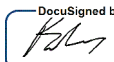
Sustainability Measures			
<i>Indicate Ability and Willingness to Provide/Conform</i>		<i>Yes</i>	<i>No</i>
Zero emission leaf blower with max noise emission of 65db		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bio-based bar and chain oil certified by USDA BioPreferred program		<input checked="" type="checkbox"/>	<input type="checkbox"/>

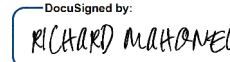
Additional Services, Alternate Methods, Materials, etc.			
<i>Work Description</i>		<i>Year 4</i>	<i>Year 5</i>
Senior Tree Trimmer		97.75	101.60
Tree Trimmer		97.75	101.60
Grounds person		97.75	101.60
Arborist Services/Grant Writing		160.15	166.50
Crane with Operator		293.30	305.00
95-ft Aerial Tower with Operator		195.50	203.30
Loader with Roll Off Truck & Operator		97.75	101.60
Contaminated Disposal Fee		97.75	101.60
Crown Reduction Pruning		97.75	101.60

5. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

WEST COAST ARBORISTS, INC.*

By: 
324C79FBEE1F4FC...
Print Name: Patrick Mahoney
Title: President
Corporate Officer
Date: 3/29/2024

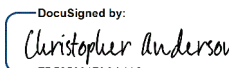
By: 
E7EE0F99D1904DA...
Print Name: Richard Mahoney
Title: Secretary
Corporate Officer
Date: 3/29/2024

COUNTY OF ORANGE, a political subdivision of the State of California

By: _____
Print Name: Chad Ward
Title: Deputy Purchasing Agent
Date: _____

APPROVED AS TO FORM:

County Counsel

By: 
FD52599179CA41C...
Deputy
Date: 4/2/2024

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.