

TREE MAINTENANCE SERVICES CONTRACT Amendment #1

THIS AMENDMENT TO THE March 1, 2021 TREE MAINTENANCE SERVICES CONTRACT, hereinafter called "Amendment #1", is made and entered into, by and between the Conejo Recreation and Park District, hereinafter referred to as "Owner," and West Coast Arborists, Inc., hereinafter referred to as "Contractor."

The parties agree that by Amendment #1, the contract is extended from March 1, 2022 to February 28, 2023.

All other terms and conditions of the March 2021 TREE MAINTENANCE SERVICES CONTRACT apply.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date written below.

CONEJO RECREATION & PARK DISTRICT

Dated: 1/24/2022

DocuSigned by:

By: AA778DC6B8204E1...
Jim Friedl, General Manager

WEST COAST ARBORISTS, INC.

Dated: 1/24/2022

DocuSigned by:

By: 324C79EBEE1E4EC...

**CONTRACT FOR SERVICES
CONEJO RECREATION AND PARK DISTRICT**

Agreement made and entered into in the County of Ventura by and between the Conejo Recreation and Park District, hereinafter referred to as "Owner," and **West Coast Arborists, Inc.** hereinafter referred to as "Contractor."

1. Contractor shall furnish all materials and perform all of the work for the completion of **tree maintenance services** including, but not limited to: tree pruning, tree removals, and certified arborist services.

Owner reserves right to utilize services of the Contractor as per the scope of the services agreement on an as needed/requested basis by the Owner. Owner reserves the right to utilize another contractor to perform similar services at any time.

2. During the course of the contract, the Owner may request a proposal from the Contractor to perform services at a project site(s). The Owner reserves the right to negotiate the scope of work and cost of each proposed project site(s) with the Contractor.
3. Total contract amount shall not exceed \$175,000 per year.
4. The service rates agreed upon by Owner and Contractor for each area shall be considered full compensation to Contractor for furnishing all labor and materials and for doing all the work contemplated and embraced in each proposal, also from the actions of the elements, from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by Owner, and for all risks of every description connected with the work, also for all expenses incurred by or in consequence of the suspension or discontinuance of work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents.
5. Contractor is obligated to pay prevailing wages under the California Labor Code. Contractor agrees to indemnify, defend and hold Owner harmless from any claim that prevailing wages should have been paid, and shall be liable for the payment of the same and any penalties thereon. It is the responsibility of Contractor to be familiar with the California Labor Code, and failure or neglect of Contractor to understand the California Labor Code shall in no way relieve Contractor from any obligations.
6. The work is subject to payment of not less than prevailing wages under California Labor Code Section 1770 et seq. The work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial relations pursuant to Labor Code section 1725.5.
7. Contractor herein certifies that he is licensed by the State of California in accordance with regulations of the Contractor's State License Board.
8. Contractor shall indemnify and hold harmless the Owner against all claims for damages growing out of the execution of said work. Contractor shall obtain a policy of comprehensive bodily injury and property damage liability insurance whose provisions conform to the article and worker's compensation insurance as required by law. Contractor shall maintain such policies in full force and effect at all times until

acceptance of work by Owner. Concurrently with execution of this Contract, Contractor shall furnish to Owner a Certificate of Insurance.

- (a) Policy shall name as additional insured with Contractor, Conejo Recreation and Park District, its directors, officers, agents, and employees.
 - (b) Policy shall insure above-mentioned while acting within the scope of their duties, against all claims, suits, or other actions of any nature brought for or on account of any injury, damage, or loss, including any death arising out of or connected with the work under this Contract.
 - (c) Minimum limits of coverage of the policy shall be:
 - Bodily Injury: \$1,000,000 each person; \$2,000,000 each occurrence, \$4,000,000 aggregate.
 - Property Damage: \$500,000 each occurrence.
 - (d) Terms of Policy:
 - a. Insurer shall not cancel or modify policy without ten (10) days prior written notice to Owner.
 - b. Owner shall not be responsible for any premiums or assessments on policy.
9. Owner reserves the right to do other work in connection with project site(s) or adjacent thereto by Contract or otherwise, and Contractor shall at all times conduct his work so as to impose no hardship on Owner or others engaged in the work, nor to cause any unreasonable delay or hindrance thereto.
10. Contractor shall furnish materials, articles, and equipment in ample quantities and at such times as to insure uninterrupted progress of the work. No advertising of any description will be permitted in or about the work, except as provided for in the specifications.
11. Owner may require additional work to be performed at a negotiated cost with the Contractor.
12. Owner shall be entitled to all costs including reasonable attorney's fees necessarily incurred to enforce any provisions of this Contract.
13. Contractor hereby unconditionally guarantees that the work will be done in accordance with requirements of Contract.
14. Contractor further agrees that within ten (10) calendar days after being notified in writing by Owner of any work not in accordance with requirements of Contract or any defects in the work, Contractor will commence and prosecute with due diligence all work necessary to fulfill terms of this guarantee/warranty, and to complete the work within a reasonable period of time, and in event he fails to so comply, he does hereby authorize said Owner to proceed to have such work done at Contractor's expense and Contractor will pay cost thereof upon demand.
15. Owner, by notifying Contractor in writing, may upon 90 calendar days' notice, terminate without cause any portion or all of the services agreed to be performed under this Agreement. If termination is for cause, no notice period need be given. In the event of termination, Contractor shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation

for actual work performed and charges outstanding at the time of termination shall be payable by Owner to Contractor within 30 days following submission of a final statement by Contractor unless termination is for cause. In such event, Contractor shall be compensated only to the extent required by law.

- 16. This contract is to be in effect from **March 1, 2021** to **February 28, 2022**. On an annual basis, the term of the contract may be extended based on the mutual agreement of both parties.
- 17. As used herein, the singular includes the plural, the masculine pronoun includes the feminine or neutral as required.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year first indicated below.

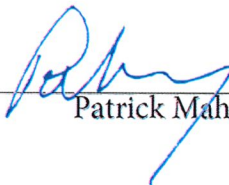
CONEJO RECREATION & PARK DISTRICT

Date: 2/4/21

By: 
James Friedl, General Manager

WEST COAST ARBORIST, INC.

Date: 02/08/21

By: 
Patrick Mahoney, President