

**THIRD AMENDMENT TO
AGREEMENT FOR UTILITY LINE CLEARANCE AND VEGETATION
MANAGEMENT SERVICE FOR CITYWIDE AREA
WEST COAST ARBORISTS, INC.**

This THIRD AMENDMENT TO AGREEMENT FOR UTILITY LINE CLEARANCE AND VEGETATION MANAGEMENT SERVICE FOR CITYWIDE AREA ("Third Amendment") is made and entered into this _____ day of _____, 2021, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and WEST COAST ARBORISTS, INC., a California corporation ("Contractor"), with reference to the following facts:

RECITALS

WHEREAS, on November 12, 2015, City and Contractor entered into an Agreement for Utility Line Clearance and Vegetation Management Service for Citywide Area ("Agreement"); and

WHEREAS, the Agreement was for a five (5) year term beginning November 1, 2015, and ending October 31, 2020, with two (2) optional one (1) year extensions; and

WHEREAS, on April 13, 2020, the City and Contractor entered into a First Amendment to the Agreement for Utility Line Clearance and Vegetation Management Service For Citywide Area, to increase the hourly prevailing wage rate paid to certain workers performing services under the Agreement, on the condition that Contractor would not request any further increase to these hourly rates during the current term of the Agreement or during the two one-year optional extensions to the Agreement; and

WHEREAS, on January 11, 2020, the City and Contractor entered into a Second Amendment to Agreement for Utility Line Clearance and Vegetation Management Service for Citywide Area, to extend the term of the Agreement for an additional one year to begin on November 1, 2020, and to end October 31, 2021, and increase compensation in the amount of Three Million Five Hundred Thousand Dollars (\$3,500,000) for the extended term of the Agreement.

WHEREAS, City and Contractor desire to extend the term of the Agreement to six (6) months from the date of this Third Amendment.

NOW THEREFORE in consideration of the foregoing recitals, which are incorporated herein by this reference, City and Contractor mutually agree as follows:

1. The term of the Agreement is hereby extended to six (6) months after the date of this Third Amendment, with compensation not to exceed \$1,254,855 during the extended term of the Agreement and in accord with the rates set forth in the Agreement.

2. All terms and conditions of the original Agreement not inconsistent with this Third Amendment shall remain in full force and effect and are incorporated herein by this reference as though set forth in full.

IN WITNESS WHEREOF the parties hereto have caused this Third Amendment to be executed the day and year first above written.

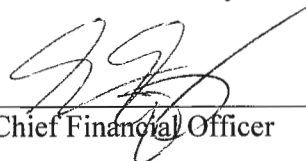
CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager


ATTEST:

By: _____
City Clerk

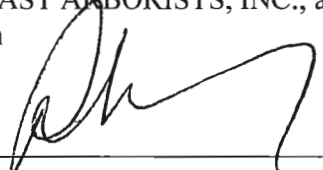
Certified as to Availability of Funds:

By:  _____
Chief Financial Officer

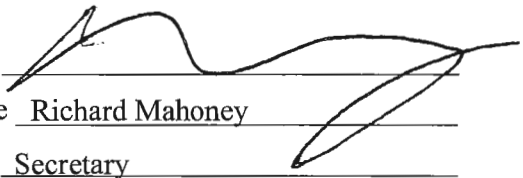
Approved as to Form:

By:  _____
Assistant City Attorney

WEST COAST ARBORISTS, INC., a California corporation

By:  _____
Name Patrick Mahoney

Title President

By:  _____
Name Richard Mahoney
Title Secretary

CONTINUATION
CERTIFICATE

CONTRACTORS BONDING AND INSURANCE COMPANY

, Surety upon

a certain Bond No. CSB0019582

dated effective 9/15/2015
(MONTH-DAY-YEAR)

on behalf of WEST COAST ARBORISTS, INC.
(PRINCIPAL)

and in favor of CITY OF RIVERSIDE
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 11/1/2021
(MONTH-DAY-YEAR)

and ending on 5/1/2022
(MONTH-DAY-YEAR)

Amount of bond \$1,254,855.00

Description of bond Utility Line Clearance & Vegetation Management Service

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on 11/9/2021
(MONTH-DAY-YEAR)

CONTRACTORS BONDING AND INSURANCE COMPANY

By 

ATTORNEY-IN-FACT Rosa E. Rivas

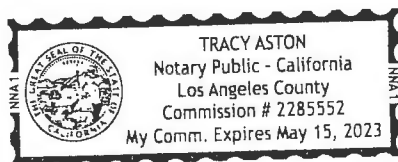
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 Orange

On NOV 09 2021 before me Tracy Aston, Notary Public, personally appeared Rosa E. Rivas 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 _____

A handwritten signature in cursive script, appearing to read 'Tracy Aston', written over a horizontal line.

Signature of Notary Public

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Tracy Aston, Ashraf Elmasry, Simone Gerhard, KD Wapato, Edward C. Spector, B. Aleman, Lisa Crail, Marina Tapia, April Martinez,
Rosa E. Rivas, Donna Garcia, Samantha Fazzini, Harrison Yoshioka, KeAna Wapato, Erin Brown, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 20th day of September, 2021.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 20th day of September, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 9th day of November, 2021.

By: Catherine D. Glover
Catherine D. Glover Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Jick
Jeffrey D. Jick Corporate Secretary

