

AGREEMENT NO. 16-116(2)

**AMENDMENT NO. [2] TO
AGREEMENT NO. 16-116**

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 16-116 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), and **ALLIED WEED CONTROL, INC.** (referred to herein as "CONTRACTOR") authorized to do business in California.

RECITALS

WHEREAS, on June 29, 2016 CITY and CONTRACTOR entered into Agreement No. 16-116 for chemical application of noxious and aquatic weed control; and

WHEREAS, Agreement No. 16-116 provided for two (2) one (1) year extension periods at CITY's discretion; and

WHEREAS, on June 28, 2019 CITY and CONTRACTOR entered into Amendment No. 1 to the Agreement No. 16-116 for an additional year and additional compensation; and

WHEREAS, the parties desire to extend Agreement No. 16-116 for an additional year and to provide additional compensation in the amount of \$50,000 to provide additional chemical application of noxious and aquatic weed control.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. Section 2. of Agreement No. 16-116 entitled "COMPENSATION" is hereby amended to read as follows:

2. **COMPENSATION.** Compensation for all work, services or products called for under this Agreement shall consist of a total compensation not to exceed **Five Hundred Ninety Thousand One Hundred Eighty Dollars (\$590,180)**, in accordance with the unit prices set forth in "Exhibit A" attached hereto and incorporated by reference. Payment shall be made for completed services after receipt of an itemized invoice approved by the Water Resources Manager or his designee. The

compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties.

2. Section 12. of Agreement No. 16-116 entitled "**TERM**" is hereby amended to read as follows:

12. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate one year from the date first written above.

3. Except as amended herein, all provisions of Agreement No. 16-116 shall remain in full force and effect.

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[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to Agreement No. 16-116 to be executed the day and year first above written.


"CITY"

CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

"CONTRACTOR"

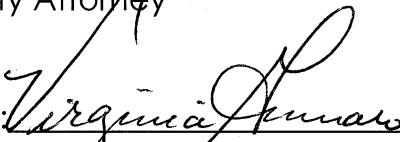
ALLIED WEED CONTROL, INC.


By: 
Print Name: Russell Spence
Title: CFO

APPROVED AS TO CONTENT:
WATER RESOURCES DEPARTMENT

By: 
ART CHIANELLO, P.E.
Water Resources Manager

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: 
VIRGINIA GENNARO
City Attorney

Insurance 

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

Exhibit A attached

EXHIBIT A

FEE PROPOSAL ITEMIZATION

Herbicide Application

(Roundup or equivalent with Blazon® Blue Spray Dye)

Boom Application cost per acre: \$ 115.⁰⁰

Hand Application cost per acre: \$ 160.⁰⁰

Pre-emergent Application

(Diuron or equivalent with Blazon® Blue Spray Dye)

Boom Application cost per acre: \$ 120.⁰⁰

Hand Application cost per acre: \$ 165.⁰⁰

Aquatic Herbicide Application

Apply one (1) treatment application of Sonar Genesis® and Clearcast® to canal bank, slopes and bottom (approximately 15 gross acres). This application shall be applied when canal is down for maintenance during January of each year.

Cost per treatment: \$ 12,785.⁰⁰

Apply up to four (4) Nautique® treatments to Beardsley Canal (1.5 linear miles w/flows to 600CFS), to provide effective control of aquatic weeds in canal.

Cost per treatment: \$ 17,100

Note: Look at next page for detailed explanation of aquatic herbicide applications.
Note that we are basing Nautique pricing on 300 cfs instead of 600 cfs due to past treatment

Aquatic Herbicide Applications:

1. January Application.

We have contacted the SePRO representative (Dave Blodgett) about this treatment. This is the company that manufactures the materials that you have requested. We are including his recommendation over the course of the next 3 years. He recommends using Sonar Genesis at a 1.5 gal rate/acre and Clearcast at 2 qts. /acre the first year. The second year recommendation is Sonar Genesis at 1.5 gal. /acre and Galleon at 11 oz. /acre. The third year recommendation is Galleon at 11 oz. /acre and Clearcast at 2 qts. /acre. By rotating these materials it reduces the possibility of chemical resistance of weeds being treated. This is only a recommendation for your consideration. If awarded the contract we will use the materials listed in the proposal unless you deem it wise to go with Dave's recommendation.

2. Nautique Application.

The price that is quoted is based upon 1 qt. 300 cfs. (This is an approximate flow that we treated previously). Every 5 cfs higher or lower will add or subtract \$219.00 to price.

CITY OF BAKERSFIELD
ORIGINAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Van Beurden Ins. Serv, Inc. - Kingsburg PO Box 67 Kingsburg CA 93631	CONTACT NAME: Jeanette Heinrichs PHONE (A/C, No. Ext): (559) 897-2975 FAX (A/C, No): (559) 897-4070 E-MAIL ADDRESS: <table border="1"> <tr> <th data-bbox="790 455 1380 486">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1380 455 1527 486">NAIC #</th> </tr> <tr> <td data-bbox="790 486 1380 518">INSURER A: NY Marine & General Ins Co</td> <td data-bbox="1380 486 1527 518">16608</td> </tr> <tr> <td data-bbox="790 518 1380 549">INSURER B: Wesco Insurance Company</td> <td data-bbox="1380 518 1527 549">25011</td> </tr> <tr> <td data-bbox="790 549 1380 580">INSURER C: National Liability & Fire Ins</td> <td data-bbox="1380 549 1527 580">20052</td> </tr> <tr> <td data-bbox="790 580 1380 611">INSURER D: StarStone National Ins Co</td> <td data-bbox="1380 580 1527 611">25496</td> </tr> <tr> <td data-bbox="790 611 1380 642">INSURER E:</td> <td data-bbox="1380 611 1527 642"></td> </tr> <tr> <td data-bbox="790 642 1380 660">INSURER F:</td> <td data-bbox="1380 642 1527 660"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: NY Marine & General Ins Co	16608	INSURER B: Wesco Insurance Company	25011	INSURER C: National Liability & Fire Ins	20052	INSURER D: StarStone National Ins Co	25496	INSURER E:		INSURER F:	
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INSURED Allied Weed Control, Inc. 1028 Liberty Avenue Livingston CA 95334															

COVERAGES

CERTIFICATE NUMBER: Cert ID 36149

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PK201900009101	12/11/2019	12/11/2020	EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
	<input checked="" type="checkbox"/> Pest./Herb. Endt.						\$ 100,000
	<input checked="" type="checkbox"/> BI/PD Dedt. 1,000						MED EXP (Any one person)
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$ 50,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY
B	AUTOMOBILE LIABILITY			WPP140640504	12/20/2019	12/20/2020	GENERAL AGGREGATE
	<input checked="" type="checkbox"/> ANY AUTO						\$ 2,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						PRODUCTS - COMP/OP AGG
	<input checked="" type="checkbox"/> HIRED AUTOS						\$ 2,000,000
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						\$
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			89293F197ALI	12/11/2019	12/11/2020	COMBINED SINGLE LIMIT (Ea accident)
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						\$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION\$ N/A						BODILY INJURY (Per person)
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			V9WC128404	02/01/2020	02/01/2021	BODILY INJURY (Per accident)
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						PROPERTY DAMAGE (Per accident)
							\$
A	Limited Pollution Endt.			PK201900009101	12/11/2019	12/11/2020	EACH OCCURRENCE
A	Auto Pollution Liability			PK201900009101	12/11/2019	12/11/2020	\$ 2,000,000
							AGGREGATE
							\$ 2,000,000
							Prod./Comp.Ops Agg
							\$ 2,000,000
							WC STATUTORY LIMITS
							OTHER
							E.L. EACH ACCIDENT
							\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE
							\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT
							\$ 1,000,000
							\$1,000 BI/PD Dedt.
							\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

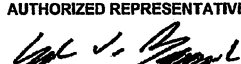
The City of Bakersfield, its Mayor, Council, Officers, Agents, Employees and designated volunteers are included as Additional Insured per attached additional insured form(s) only when required by written contract.

*The GL Waiver of Subrogation is applies.

*The WC Waiver of Subrogation is applies.

CERTIFICATE HOLDER

CANCELLATION

City of Bakersfield Risk Management 1501 Truxton Avenue Bakersfield CA 93301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Any person or organization whom you are required to include as an additional insured on this policy under a written contract or written agreement, but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and

2. Executed prior to the "occurrence."

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

Location(s) Of Covered Operations

AS PER WRITTEN CONTRACT OR WRITTEN AGREEMENT

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.

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.

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization whom you are required to include as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be: 1. Currently in effect or becoming effective during the term of this policy; and 2. Executed prior to the "occurrence."	As per written contract or written agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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".

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

SCHEDULE

Name Of Person Or Organization:

As per written contract or written agreement

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

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 above 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 above.

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.

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 1.03 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization**

Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description

All CA Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2020
Insured

Policy No. V9WC12804
Insurance Company

Endorsement No.

Countersigned By _____