

**FIFTH AMENDMENT TO AGREEMENT
FOR MUNICIPAL TREE MAINTENANCE SERVICES FOR CITY OF RIVERSIDE**

WEST COAST ARBORISTS, INC.

(RFP 1775)

This FIFTH AMENDMENT TO AGREEMENT FOR MUNICIPAL TREE MAINTENANCE SERVICES FOR CITY OF RIVERSIDE (“Fifth Amendment”) is made and entered into this ____ day of _____, 2024, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and WEST COAST ARBORISTS, INC., a California corporation, located at 2200 East Via Burton Street, Anaheim, CA 92806, State Contractor’s License No. 366764 (“Contractor”), as follows:

RECITALS

WHEREAS, on June 20, 2018, City and Contractor entered into that certain Agreement for Municipal Tree Maintenance Services for City of Riverside (“Agreement”); and

WHEREAS, on July 6, 2021, City and Contractor entered into that certain First Amendment to Agreement for Municipal Tree Maintenance Services for the City of Riverside (“First Amendment”); and

WHEREAS, on May 4, 2022, City and Contractor entered into that certain Second Amendment to Agreement for Municipal Tree Maintenance Services for the City of Riverside (“Second Amendment”); and

WHEREAS, on December 21, 2022, City and Contractor entered into that certain Third Amendment to Agreement for Municipal Tree Maintenance Services for the City of Riverside (“Third Amendment”); and

WHEREAS, on June 30, 2023, City and Contractor entered into that certain Fourth Amendment to Agreement for Municipal Tree Maintenance Services for the City of Riverside (“Fourth Amendment”); and

WHEREAS, the Agreement is set to expire on June 30, 2024; and

WHEREAS, City and Contractor desire to extend the Term of the Agreement for one (1) additional year, from July 1, 2024, through June 30, 2025; and

WHEREAS, City and Contractor desire by this Fifth Amendment to increase compensation in the amount of Four Million Three Hundred Six Thousand Three Hundred Eighty-Nine Dollars (\$4,306,389.00), for the new term, and to include a ten percent (10%) contingency for vandalism, theft, and/or decay, for a total contract amount of Twenty-One Million Six Hundred Ninety-Two Thousand Four Hundred Seven Dollars (\$21,692,407.00).

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

1. Paragraph 2, Term, is hereby extended for a one (1) year period beginning July 1, 2024, through June 30, 2025.

2. Section 3, Compensation, is increased in the amount of Four Million Three Hundred Six Thousand Three Hundred Eighty-Nine Dollars (\$4,306,389.00), and to include a ten percent (10%) contingency for vandalism, theft, and/or decay for the term of the extension beginning July 1, 2024, through June 30, 2025, for a total contract amount of Twenty-One Million Six Hundred Ninety-Two Thousand Four Hundred Seven Dollars (\$21,692,407.00).

3. All terms and conditions of the Agreement not inconsistent herewith, shall remain in full force and effect and are hereby incorporated by reference into this Fifth Amendment as though set forth in full herein.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, City and Contractor have caused this Fifth Amendment to be duly executed on the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

WEST COAST ARBORISTS, INC.,
a California corporation

By: _____
City Manager

By:  _____

Print Name: Patrick Mahoney

ATTESTED TO:

Title: President

By: _____
City Clerk

CERTIFIED AS TO AVAILABILITY OF FUNDS:

and

By:  _____
~~for~~ Chief Financial Officer

By:  _____

Print Name: Richard Mahoney

Title: Secretary

APPROVED AS TO FORM:

By:  _____
Deputy City Attorney