

**THIRD AMENDMENT TO AGREEMENT BETWEEN
CITY OF TEMECULA AND MARIPOSA TREE MANAGEMENT, INC.**

CITYWIDE TREE TRIMMING MAINTENANCE SERVICES

CONTRACT NO. 2021-268

THIS THIRD AMENDMENT is made and entered into as of **June 11, 2024**, by and between the City of Temecula , a municipal corporation (hereinafter referred to as "City"), and **Mariposa Tree Management, Inc., a Corporation** (hereinafter referred to as "Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:
 - a. On **November 9, 2021**, the City and Contractor entered into that certain Agreement entitled "**Agreement for Citywide Tree Trimming Maintenance Services**," in the amount of **\$500,000**.
 - b. On **April 26, 2022**, the City and Contractor entered into the **First Amendment** to that certain Agreement entitled "Agreement for **Citywide Tree Trimming Maintenance Services**," to extend the term of the agreement to **June 30, 2023**, and increase the payment in the amount of **\$900,000**.
 - c. On **June 13, 2023**, the City and Contractor entered into the **Second Amendment** to that certain Agreement entitled "Agreement for **Citywide Tree Trimming Maintenance Services**," to extend the term of the agreement to **June 30, 2024**, and increase the payment in the amount of **\$700,000**.
 - d. The parties now desire to extend the term of the agreement to **June 30, 2025**, increase the payment in the amount of **\$700,000**, and to amend the Agreement as set forth in this Amendment.

2. Section **1** of the Agreement entitled "**TERM**" is hereby amended to read as follows:

This Agreement shall remain and continue in effect until tasks herein are completed, but in no event later than **June 30, 2025**, unless sooner terminated pursuant to the provisions of this Agreement.

3. Section **3** of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

The City agrees to pay Contractor monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The total amount of this Agreement shall not exceed **Two Million, Eight Hundred Thousand Dollars and No Cents (\$2,800,000)**.

4. Exhibit **B** to the Agreement is hereby amended by adding thereto the items set forth on Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

5. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

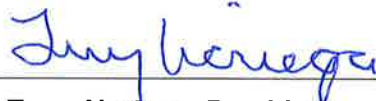
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

MARIPOSA TREE MANAGEMENT, INC.


(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____
James Stewart, Mayor

By:  _____
Terry Noriega, President

ATTEST:

By: _____
Randi Johl, City Clerk

By:  _____
Dennis Jones, Secretary & Vice
President of Operations

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONTRACTOR

Mariposa Tree Management, Inc.
Attn: Brandon Williamson
6232 Santos Diaz Street
Irwindale, CA 91702
Ph. 626-960-0196
Brandon.williamson@mariposa-ca.com

ATTACHMENT A

EXHIBIT B

ITEM NO.	DESCRIPTION	UOM	FEE / PRICE
TREE TRIMMING			
1.	Street Tree Trimming (Clearance Trim)	Each	\$70.49
2.	Street Tree Aesthetic Trimming	Each	\$82.65
3.	Park / Slope Tree Aesthetic Trimming (Aerial Unit)	Each	\$113.03
4.	Park / Slope Tree Aesthetic Trimming (Climbing)	Each	\$285.62
5.	Palm Tree Trimming	Each	\$82.65
6.	Complete Tree and Stump Removal	Diameter Inch	\$47.40
7.	Complete Tree Removal Only	Diameter Inch	\$35.24
8.	Stump Removal Only	Diameter Inch	\$19.45
9.	Root Pruning with Root Barrier (10 feet length x 18 inches depth – deep root or equivalent)	Each	\$200.54
10.	Root Pruning without Root Barrier	Each	\$237.00
TREE PLANTING			
11.	15 Gallon with Root Barrier	Each	\$218.77
12.	15 Gallon without Root Barrier	Each	\$194.46
13.	24 Inch Box with Root Barrier	Each	\$455.77
14.	24 Inch Box without Root Barrier	Each	\$431.46
15.	Tree Watering	Per Day	\$850.77
16.	Crew Rental (3 men, aerial unit, dump truck and chipper)	Per Hour	\$317.22
17.	Crew Rental (2 men, aerial unit, dump truck and chipper)	Per Hour	\$211.47
18.	Crew Rental (1 man)	Per Hour	\$105.74
19.	Emergency Work Call-Out (3 men, including all necessary equipment, disposal fees, and zero material mark-up)	Per Hour	\$390.14
20.	Tree Inventory Data Collection Including GPS Data and Documentation of Tree	Each	\$3.65