

**FIRST AMENDMENT TO
TREE CARE MAINTENANCE SERVICES AGREEMENT
WITH WEST COAST ARBORIST, INC.**

THIS FIRST AMENDMENT TO AGREEMENT (“First Amendment”) is made and entered into as of March 9, 2026, by and between the City of Upland, a general law city and municipal corporation organized under the laws of the State of California (“City”), and West Coast Arborist, Inc., a California corporation (“Contractor”). City and Contractor are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. WHEREAS, on June 12, 2023, the City and Contractor entered into a certain Agreement for Tree Care Maintenance Services (“the Agreement”); and
- B. WHEREAS, pursuant to Section 3.1.2 of the Agreement, the Parties wish to enter into this First Amendment to extend the Agreement for an additional one-year term; and
- C. WHEREAS, pursuant to Section 3.3.1.1 of the Agreement, Contractor timely requested an annual rate adjustment under the Agreement, and the Parties desire to adjust Contractor’s rates consistent with the Agreement.

NOW THEREFORE, in consideration of the mutual promises and undertakings the Parties hereinafter set forth, the Parties to this First Amendment mutually agree as follows:

- 1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.
- 2. Term: The Parties hereby agree to an extension of the Agreement from July 1, 2026 through June 30, 2027 (“Extension Period”).
- 3. Consumer Price Index: The Parties agree that for the Extension Period, Contractor’s compensation rates under the Agreement shall be increased by three percent (3%), effective July 1, 2026.
- 4. Cost: Exhibit B of the Agreement, entitled “TREE CARE & MAINTENANCE SERVICE SCHEDULE & PRICING FORM,” is hereby deleted in its entirety and replaced with a new Exhibit B, attached hereto and incorporated herein by this reference, which reflects the approved three percent (3%) compensation increase to the pricing schedule effective July 1, 2026.
- 5. Full Force. Except as amended by this First Amendment, all provisions of the Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Fourth Amendment.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR
FIRST AMENDMENT TO MAINTENANCE SERVICES AGREEMENT
FOR TREE CARE SERVICES WITH WEST COAST ARBORIST INC.**

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the Effective Date first herein above written.

CITY OF UPLAND

DocuSigned by:
Michael Blay
Michael Blay, City Manager

Contractor

DocuSigned by:
Pat Mahoney
By: _____

ATTEST

DocuSigned by:
Keri Johnson
Keri Johnson, City Clerk

Name: PATRICK MAHONEY

Title: President

APPROVED AS TO FORM:

Signed by:
Stephen Deitsch
Best Best & Krieger, LLP
City Attorney

DocuSigned by:
RICHARD MAHONEY
By: _____

Name: RICHARD MAHONEY

Title: Secretary



TREE CARE & MAINTENANCE SERVICE SCHEDULE & PRICING FORM

JULY 1, 2026 THRU JUNE 30, 2027

| ITEM: | DESCRIPTION: | Unit | Unit Price |
|-------|--|------|------------|
| | Grid Pruning | | |
| 1 | Flat Rate Per Tree | Each | \$76.22 |
| | Full Prune per Service Request | | |
| 2 | 00" – 12" DSH | Each | \$76.22 |
| 3 | 13" – 18" DSH | Each | \$103.00 |
| 4 | 19" – 24" DSH | Each | \$127.72 |
| 5 | 25" – 30" DSH | Each | \$148.32 |
| 6 | 31" – 36" DSH | Each | \$302.82 |
| 7 | 36" + DSH | Each | \$508.82 |
| | Crown Raise per Service Request | | |
| 8 | 00" – 12" DSH | Each | \$41.20 |
| 9 | 13" – 18" DSH | Each | \$46.35 |
| 10 | 19" – 24" DSH | Each | \$77.25 |
| 11 | 25" – 30" DSH | Each | \$97.85 |
| 12 | 31" – 36" DSH | Each | \$148.32 |
| 13 | 36" + DSH | Each | \$230.72 |
| | Crown Cleaning per Service Request | | |
| 14 | 00" – 12" DSH | Each | \$76.22 |
| 15 | 13" – 18" DSH | Each | \$103.00 |
| 16 | 19" – 24" DSH | Each | \$127.72 |
| 17 | 25" – 30" DSH | Each | \$199.82 |
| 18 | 31" – 36" DSH | Each | \$230.72 |
| 19 | 36" + DSH | Each | \$282.22 |
| | Crown Reduction per Service Request | | |
| 20 | 00" – 12" DSH | Each | \$210.12 |
| 21 | 13" – 18" DSH | Each | \$302.82 |
| 22 | 19" – 24" DSH | Each | \$354.32 |
| 23 | 25" – 30" DSH | Each | \$405.82 |
| 24 | 31" – 36" DSH | Each | \$457.32 |
| 25 | 36" + DSH | Each | \$539.72 |
| | Tree & Stump Removal | | |
| 26 | 00" – 12" DSH | Each | \$230.72 |
| 27 | 13" – 18" DSH | Each | \$333.72 |
| 28 | 19" – 24" DSH | Each | \$515.00 |
| 29 | 25" – 30" DSH | Each | \$772.50 |
| 30 | 31" – 36" DSH | Each | \$875.50 |
| 31 | 36" + DSH | Each | \$1,030.00 |
| | Tree Removal Only (No Stump) | | |
| 32 | 00" – 12" DSH | Each | \$230.72 |
| 33 | 13" – 18" DS | Each | \$333.72 |
| 34 | 19" – 24" DSH | Each | \$515.00 |
| 35 | 25" – 30" DSH | Each | \$772.50 |
| 36 | 31" – 36" DSH | Each | \$875.50 |
| 37 | 36" + DSH | Each | \$1,030.00 |

