

**FIFTH AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT
WITH
WEST COAST ARBORISTS, INC.**

This Fifth Amendment ("Amendment") is made and entered into this 1st day of July, 2018 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and WEST COAST ARBORISTS, INC., a California corporation ("Consultant").

WHEREAS, City and Consultant entered into an agreement on October 1, 2012 for Consultant to provide tree maintenance services, including trimming, pruning, planting and removal (the "Agreement"); and

WHEREAS, in May 2014, City and Consultant executed a change order for One Hundred Thousand Dollars (\$100,000.00) to provide for a one-time tree planting program; and

WHEREAS, on February 1, 2016, City and Consultant amended the Agreement to increase Consultant's maximum annual compensation to permit Consultant to provide additional tree maintenance services to support the City's Parkway Maintenance Capital Improvement Program and to continue to provide tree maintenance services, including prompt removal of dead trees, emergency services during or following storms, and preventive maintenance, throughout the year; and

WHEREAS, the Agreement permits an annual increase in Consultant's compensation for tree maintenance services based on an increase in the cost of living as determined by the Consumer Price Index (CPI) for urban consumers for the prior year; and

WHEREAS, on July 1, 2016, City and Consultant increased Consultant's maximum annual compensation for tree maintenance services to reflect a Consumer Price Index increase of one and a half percent (1.5%); and

WHEREAS, on July 18, 2017, City and Consultant extended the term of the Agreement through September 30, 2018, amended the Scope of Services, and increased Consultant's maximum annual compensation accordingly; and

WHEREAS, on April 20, 2018, City and Consultant amended the Scope of Services and increased Consultant's maximum compensation accordingly; and

WHEREAS, the CPI increase from May 2017 to May 2018 was two point eight percent (2.8%); and

WHEREAS, City and Consultant desire to increase Consultant's annual compensation by Thirteen Thousand Three Hundred Fifty-Seven Dollars and Forty Cents (\$13,357.40) based on the CPI increase.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 2.1 of the Agreement shall be amended to reflect that Consultant's total annual compensation shall not exceed Seven Hundred Thirty-Nine Thousand Five Hundred Sixty-Two Dollars and Forty-Five Cents (\$739,562.45) to reflect the CPI increase.

2. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.

3. All other terms, conditions, and provisions of the Agreement, as amended, not in conflict with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

Thomas R. Patch
City Manager

Date: 8/23/18

CONSULTANT

Patrick Mahoney
Signature
Patrick Mahoney, President
Name and Title

Date: 8/8/18

ATTEST:

Brenda Green 9-4-18
City Clerk



APPROVED AS TO FORM:

[Signature]
City Attorney

Date: 8/23/18

APPROVED AS TO INSURANCE:

[Signature]
Risk Management

Date: 8/9/18

APPROVED AS TO CONTENT:

[Signature]
Project Manager

Date: 8/21/18

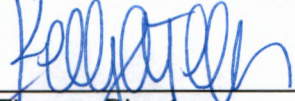
DEPARTMENTAL APPROVAL:



Public Services Director

Date: 8-10-18

APPROVED AS TO PURCHASING:



Finance Director

Date: 8/21/18