

Attachment 1

FIRST AMENDMENT TO
CONTRACT NO. 2004 BETWEEN
MARIN MUNICIPAL WATER DISTRICT AND THE PROFESSIONAL TREE CARE Co.

This First Amendment to Contract No. 2004 (“First Amendment”) is entered into by and between Marin Municipal Water District (“District”) and The Professional Tree Care Co. (“Contractor”).

For good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals:

- A. On July 1, 2023, the District and the Contractor entered into Contract No. 2004 for Tree Maintenance Services (“Contract”) for a period of three years, which expires on June 30, 2026.
- B. The Contract contains an option for the District to extend the term in one year increments for up to an additional two years.
- C. At this time, the Parties desire to execute an Amendment (“Amendment No. 1”) to the Contract to extend the services of Contractor for a term of one additional year, until June 30, 2027, with a District option to extend the term of the Contract for one subsequent year.
- D. The Contract and this Amendment No. 1 shall be referred to herein as “Agreement” and shall constitute the complete agreement of the parties.

Section 2. Terms:

- A. Amendment to Contract: This Amendment No. 1 modifies the Contract. Except for the modifications contained herein, all the terms of the Agreement shall apply.
- B. Terms:
 - 1. Special Provisions Part 1-General-Paragraph 1.5 entitled “Award and Duration of Contract” is amended to read as follows:

This Agreement shall commence on July 1, 2026 and terminate on June 30, 2027 unless otherwise terminated pursuant to Article 46 of the standard specifications.
 - 2. The unit pricing for the term of this Agreement shall be that set forth in Attachment A which is hereby incorporated by this reference. The total amount payable to Contractor under this Agreement shall not exceed \$256,255

Dated: _____

The Professional Tree Care Co.

By _____
Charlie Slesinger

Dated: _____

MARIN MUNICIPAL WATER DISTRICT

By _____
Bennett Horenstein, General Manager