

**CITY OF SIGNAL HILL**  
**FOURTH AMENDMENT TO**  
**AGREEMENT FOR MAINTENANCE SERVICES**

**1. PARTIES AND DATE.**

This Fourth Amendment to the Maintenance Services Agreement ("Fourth Amendment") is entered into on the 9<sup>th</sup> day of December, 2025, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and **Mariposa Landscapes, Inc.**, a California Corporation, with its principal place of business at 6232 Santos Diaz St., Irwindale, California 91702 ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. RECITALS.**

2.1 Agreement. The Parties entered into that certain Agreement for Maintenance Services dated September 13, 2022, with a term commencing on October 1, 2022, and expiring on October 1, 2023, and a total compensation not-to-exceed \$403,944 ("Agreement").

2.2 First Amendment. The Parties amended the Agreement on August 22, 2023, in order to expand the scope of services, extend the term by one additional year to expire October 1, 2024, thereby exercising the first of three optional one-year term extensions available under the Agreement, and increase the compensation amount by \$539,941.13 for a total compensation not-to-exceed \$943,885.13 over the term of the Agreement.

2.3 Second Amendment. The Parties amended the Agreement on September 24, 2024, in order to administratively extend the term for 90 days to expire on December 30, 2024, thereby utilizing half of the 180-day discretionary term extension authorized under the Agreement, and increase the compensation amount by \$125,295.30, for a total compensation not-to-exceed \$1,069,180.43 over the term of the Agreement.

2.4 Third Amendment. The Parties amended the Agreement on December 10, 2024, in order to extend the term by one additional year to expire December 31, 2025, thereby exercising the second of three optional one-year term extensions available under the Agreement, and increase the compensation amount by \$539,943.56 for a total compensation not-to-exceed \$1,609,123.99 over the term of the Agreement.

2.5 Fourth Amendment. The Parties now desire to amend the Agreement in order to extend the term by one additional year to expire December 31, 2026, thereby exercising the third of three optional one-year term extensions available under the Agreement, expand the scope of services to include service area 29 and increase the compensation amount by \$588,961.69 for a total compensation not-to-exceed \$2,198,085.68 over the term of the Agreement.

### 3. TERMS.

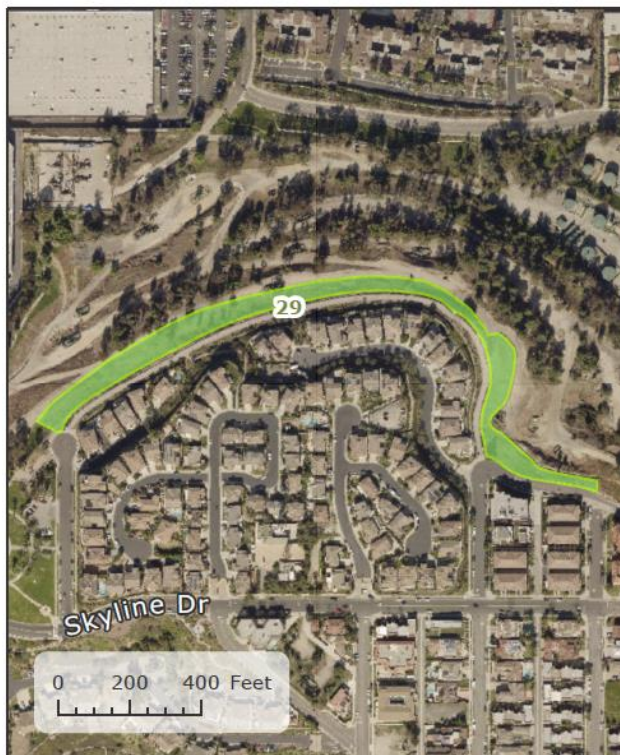
3.1 Term. Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

“The term of this Agreement shall be from October 1, 2022. to December 30, 2026, unless earlier terminated as provided herein. At City’s sole discretion, the term may be extended administratively by up to 90 calendar days with the approval of the City’s Director of Public Works. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.”

3.2 Compensation. Section 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

“Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Million One Hundred Ninety-Eight Thousand Eighty-Five Dollars and Sixty-Eight Cents (\$2,198,085.68)** over the term of the Agreement without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.3 Scope of Services. Exhibit “A-3” of the Agreement regarding Area Descriptions and Maps, is hereby amended to include service area 29 as follows:



#### **Area 29**

##### **Name**

Panorama Slope

##### **Description**

The slope downhill from Panorama Promenade and E Panorama Dr west of Ohio Ave. Consists of hillside landscaping and irrigation systems.

3.4 Compensation. Exhibit "C" of the Agreement is hereby amended in its entirety and replaced in the form of Attachment "1" to this Fourth Amendment, attached hereto and incorporated herein by reference.

3.5 Schedule of Compensation. Exhibit "C-1" of the Agreement is hereby amended in its entirety and replaced in the form of Attachment "2" to this Fourth Amendment, attached hereto and incorporated herein by reference.

3.6 Per Area Frequency Tables. Exhibit "C-2" of the Agreement regarding the per area frequency tables is hereby amended to include service area 29 as follows:

<b>29. Panorama Slope (slope downhill from Panorama Promenade and E. Panorama Dr west of Orange Ave)</b>	
<b>Ground Cover/Vines/Planters/Shrubs</b>	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & operation	W
Weed Control	W
Fertilizing	TY, AN
Pruning	Q, AN
Pest, Disease Control	AN

3.7 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this Fourth Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

\*\*\*Signatures on following page\*\*\*

**CITY OF SIGNAL HILL**

**MARIPOSA LANDSCAPES, INC.**

By: \_\_\_\_\_  
Carlo Tomaino  
City Manager

By: \_\_\_\_\_  
Terry Noriega  
President

**ATTEST:**

By: \_\_\_\_\_  
Tina Knapp  
Assistant City Clerk

By: \_\_\_\_\_  
Antonio Valenzuela  
Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Matthew E. Richardson  
City Attorney

**ATTACHEMENT “1” TO THE FOURTH AMENDMENT TO  
AGREEMENT FOR MAINTENANCE SERVICES**

**Exhibit “C”**

**Compensation**

- I. Contractor shall perform the services described herein at the rates set forth in Exhibit “C-1” and Exhibit “C-2” attached hereto for a total annual base compensation as described in the table below:

Agreement Term	Year	Annual Base Amount
10/01/2022 – 10/02/2023	1	\$403,944.00
10/01/2023 – 10/01/2024	2	\$539,941.13
10/02/2024 – 12/30/2024	2 (90-day term extension)	\$125,295.30
12/31/2024 – 12/31/2025	3	\$539,943.56
<b>01/01/2026 – 12/31/2026</b>	<b>4</b>	<b>\$588,961.69</b>
<b>Total</b>		<b>\$2,198,085.68</b>

- II. Within the budgeted amounts for each Task set forth on Exhibit “C-1” and Exhibit “C-2”, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the total compensation is not exceeded per Section 3.3.1, unless Extra Work is approved per Section 3.3.4.
- III. The City will compensate Contractor for the services performed upon submission of a valid invoice. Each invoice is to include:
- Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
  - Line items for all materials and equipment properly charged to the Services.
  - Line items for all other approved reimbursable expenses claimed, with supporting documentation.
  - Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the services.
- IV. Contractor shall provide a Performance Bond and Payment Bond pursuant to Sections 3.2.12.1 and 3.2.12.2 of this Agreement, executed by a surety meeting the qualifications described in Section 3.2.12.4.
- V. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties.

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**ATTACHMENT “2” TO THE FOURTH AMENDMENT TO  
AGREEMENT FOR MAINTENANCE SERVICES**

**Exhibit “C-1”**

**Schedule of Compensation**

Area 1 & 1A	Hillbrook Park & Hillbrook Annex	\$638.09 (9 months)
Area 2	Reservoir Park & Demo Garden on 33 <sup>rd</sup> St	\$3,723.97/month
Area 3	Cherry Ave Medians, Tree Wells, and Sidewalks	\$1,839.15/month
Area 4	Spring St Medians, Tree Wells, and Sidewalks	\$1,471.32/month
Area 5	Willow St Medians, Tree Wells, and Sidewalks	\$1,839.15/month
Area 6	Choker Medians (Citywide)	\$367.83/month
Area 7	Orange Ave Tree Wells and Sidewalks	\$1,103.50/month
Area 8	21 <sup>st</sup> St (South Side) & Stanley Ave	\$183.91/month
Area 9	Skyline Dr. Parkway between Cherry Ave and Dawson Ave	\$735.66/month
Area 10	Cherry Ave Slope (east and west sides of street, including cribwall)	\$1,103.50/month
Area 11	Alliance Ave Wall (from Lemon Ave to Orange Ave)	\$367.83/month
Area 12	Lemon Ave Wall (south of 2269 Lemon Ave)	\$183.91/month
Area 13	Temple Reservoir Site (2271 Temple Parking Lot, Buildings and Landscaping)	\$1,464.16/month
Area 14	Signal Hill Park (includes City Hall, Library, Community Center, Spud Field, and City Hall Parking Lots)	\$4,990.86/month
Area 15	Sunset View Park and Annex (Hill St and Skyline Dr)	\$1,839.15/month
Area 16	Southeast Area Medians (Hill St between Obispo Ave and Temple Ave; Obispo Ave between Hill St and Temple Ave)	\$1,103.50/month

Area 17	Raymond Arbor Park (1881 Raymond Ave)	\$1,103.50/month
Area 18	Discovery Well Park (2200 Temple Ave) and Unity Monument	\$3,319.44/month
Area 19	Panorama Promenade (between Dawson Ave & Molino Ave)	\$1,103.50/month
Area 20	Police Station (2745 Walnut Ave)	\$2,574.81/month
Area 21	Hilltop Park (northwest corner of Dawson Ave & Skyline Dr)	\$4,255.96/month
Area 22	Calbrisas Park (2451 California Ave)	\$1,865.31/month
Area 23	Dog Park (3100 California Ave)	\$1,103.50/month
Area 24	Maintenance Yard with Demo Garden (2175 28 <sup>th</sup> St)	\$735.66/month
Area 25	Community Garden (21 <sup>st</sup> St Between Alamitos Ave and Cherry Ave)	\$1,103.50/month
Area 26	21 <sup>st</sup> St between Gundry Ave and Walnut Ave	\$69.74/month
Area 27	2791 Walnut Ave	\$69.74/month
Area 28	Heritage Point Park (southwest corner of Burnett St and Cherry Ave)	\$2,206.98/month
Area 29	Panorama Slope	\$2,600.00/month
	Pet Stations – Citywide (2200 Ohio Ave, 21 <sup>st</sup> St and Junipero Ave, 2200 St Louis Ave)	\$735.66/month
	Weed Abatement	\$3,436.90/month