

**Amendment No. 2 to the Maintenance Services Agreement
Between the City of Coachella
and
Vintage Landscape Project No. 052022**

2. Parties And Date.

This Amendment No. 2 to the Maintenance Services Agreement ("Amendment No.2") is made and entered into this 24th day of April, 2024 by and between the City of Coachella ("City") and Vintage Landscape, ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No.2.

2. Recitals.

2.2 Agreement. City and Contractor entered into that certain Agreement for Landscape Maintenance Service for Rancho Las Flores Park ("Agreement"), entered into on July 13, 2022.

2.2 Amendment. City and Contractor desire to amend the Agreement for the second time to amend the term of the Agreement as set forth in this Amendment No. 2.

3. Amendments.

3.1. Compensation. Section 3.3.1, of the Agreement are hereby deleted in their entirety and replaced with the following:

3.3.1 Compensation. 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 **three-hundred seventy-two thousand four hundred ten dollars and zero cents (\$372,410.00) without written approval of City's City Council.** Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Exhibit C. Exhibit C are hereby deleted and replaced with a revised Exhibit C attached hereto.

3.3 Continuing Effect of Agreement. Except as amended by this Amendment No.2, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No.2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No.2.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No.2.

3.5 Counterparts. This Amendment No.2 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment.No. 2 as of the date first written above.

THE CITY OF COACHELLA

VINTAGE LANDSCAPE

By: _____

By: _____

Dr. Gabriel D. Martin
City Manager

Attest:

City Clerk

Approved as to Form:

Carlos Campos, City Attorney

EXHIBIT "C"

COMPENSATION

- **Original Agreement**
 - Total Per Month = \$5,247.00
 - Total Annually = \$62,964.00
 - Not to exceed amount total = total 2 year term plus 25% contingency
 - **\$157,410.00**
 - Any additional work requested will be as provided by the Contractor in the response to RFP for Project 052022.
- **Per Amendment 1 (in addition to above compensation amounts)**
 - Additional \$150,000 compensation to allow for repairs incurred to RLF Park due to Hurricane Hilary
 - Total Compensation NTE = \$307,410.00 (\$157,410 + \$150,000)
- **Per Amendment 2**
 - Additional \$65,000 compensation for erosion repair of basin
 - Total Compensation NTE = \$372,410.00 (\$157,410+\$150,000+\$65,000)