

**Amendment No. 2 to the Maintenance Services Agreement  
Between the City of Coachella  
and  
Vintage Landscape Project No. 070720**

**2. Parties And Date.**

This Amendment No. 2 to the Maintenance Services Agreement ("Amendment No.2") is made and entered into this 22<sup>nd</sup> day of June, 2022 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 Bagdouma Park ("Agreement"), entered into on July 22, 2020 and Amended for the first time on March 24, 2021.

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 3.1.3 and 3.3.1, of the Agreement are hereby deleted in their entirety and replaced with the following:

3.1.3 Term. The term of this Agreement shall be from July 23, 2020 to July 22, 2023 unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

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 **six-hundred three thousand nine hundred fifty-one dollars and zero cents (\$603,951.00) 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 B & C. Exhibit B & C are hereby deleted and replaced with a revised Exhibit B& 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: \_\_\_\_\_  
Dr. Gabriel D. Martin  
City Manager

By:\_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Carlos Campos, City Attorney

**EXHIBIT “B”**

Initial Term: July 23 2020 – July 22, 2022

EXTENDED TERM: JULY 23, 2022 – JULY 22, 2023

## EXHIBIT "C"

### COMPENSATION

- **Per Amendment 2**

- Total Per Month = \$11,395.00
- Total Annually(1 term 2022/2023) =  $\$136,740 + 25\%(\$34,185) = \$170,925$
- Total Agreement Compensation including Amendment 1 & 2 =  $\$446,700 + \$170,925 = \$617,625.00$

- **Per Amendment 1**

- Total Annually (2020/2022) Not To Exceed -  $\$229,000 + 25\% (\$29,350) + \$250,000$  (one time turf project) = \$298,350
- Total Annually (2022/2022) Not To Exceed -  $\$229,000 + 25\% (\$29,350) = \$248,350$
- Total Term Not to Exceed –  $\$258,000 + 25\% (\$37,980) + \$250,000$  (one time turf project) = \$446,700