

**Amendment No. 2 to the Maintenance Services Agreement #030619C
Between the City of Coachella
and
Vintage Landscape**

1. Parties And Date.

This Amendment No. 2 to the Maintenance Services Agreement ("Amendment No.2 ") is made and entered into this 24th day of March, 2021 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.

2.1 Agreement. City and Contractor entered into that certain Agreement for Landscape Maintenance Service for City Parks and Office Facilities Project #030619C ("Agreement"), entered into on March 27, 2019 and amended for the first time on May 8, 2019 ("Amendment No.1").

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

3. Amendments.

3.1 Compensation. Section 3.3.1, of the Agreement is hereby deleted in its 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 twenty thousand two hundred seventeen dollars and no cents (\$320,217.00)** 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 is 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: _____
William B. Pattison, Jr.,
City Manager

By: _____

Attest:

City Clerk

Approved as to Form:

Carlos Campos, City Attorney

EXHIBIT "C"

COMPENSATION

Item By Location	MONTHLY AMOUNT	TOTAL ANNUAL AMOUNT	TOTAL TERM AMOUNT
Veterans Park	\$ 1,047	\$ 12,558	\$ 25,116
Dateland Park	1,308	15,695	31,389
Ave 53 Tot Lot Park	524	6,285	12,571
Library Park	1,653	19,835	39,670
Sierra Vista Park	780	9,360	18,719
Rancho De Oro Park	1,047	12,558	25,116
Shady Lane Park	651	7,810	15,620
Fire Station 79	195	2,343	4,686
Coachella Chamber	392	4,698	9,397
Senior Center	327	3,930	7,860
6 th /Cesar Chavez Park	852	10,228	20,455

- Total Per Month = \$8,775.00
- Total Annually - \$105,300.00
- Total Term NTE Amount - \$210,600.00 + 15% Contingency + \$56,862.00 (one time Civic Center landscape project) + \$21,165.00 (one time turf project at Senior Center location) = \$320,217.00
- Any additional work requested will be as provided by the Contractor in the response to the proposal.