

**Amendment No. 1 to the Maintenance Services Agreement
Between the City of Coachella
and
Vintage Landscape Project No. 070720**

1. Parties And Date.

This Amendment No. 1 to the Maintenance Services Agreement ("Amendment No.1") 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.1.

2. Recitals.

2.1 Agreement. City and Contractor entered into that certain Agreement for Landscape Maintenance Service for Bagdouma Park ("Agreement"), entered into on July 22, 2020.

2.2 Amendment. City and Contractor desire to amend the Agreement for the first time to amend the term of the Agreement as set forth in this Amendment No. 1.

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 **four hundred forty six thousand seven hundred dollars and zero cents (\$446,700.00) 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.1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No.1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No.1.

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.1.

3.5 Counterparts. This Amendment No.1 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.1 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

- Total Per Month = \$10,750.00
- Total Annually (2020/2021) Not To Exceed - \$129,000 + 15% (\$19,350) + \$150,000 (one time turf project) = \$298,350
- Total Annually (2021/2022) Not To Exceed - \$129,000 + 15% (\$19,350) + \$150,000 (one time turf project) = \$148,350
- Total Term Not to Exceed – \$258,000 + 15% (\$37,980) + \$150,000 (one time turf project) = \$446,700

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

A. Prices for Emergency Work, Extra Work, Vandalism Repair. See also: General Terms & Conditions – Protection of Conditions –Property. Specific Terms & and Tree Maintenance; Turfgrass Maintenance; Extras Work.

UNIT PRICES

1.	1 gal. shrub/vine/ground cover in place	@	\$ 10	ea
2.	5 gal. shrub/vine/ground cover in place	@	\$ 28-\$32	ea
3.	5 gal. tree in place (stakes incl)	@	\$ n/a	ea
4.	15 gal. tree in place (stakes incl)	@	\$ 145	ea
5.	24" box tree in place (stakes incl)	@	\$ 395	ea
6.	36" box tree in place (guy wires incl)	@	\$ +950 depending on the species	ea
7.	Flat of ground cover in place	@	\$ \$32-\$38	ea
8.	Planter bed decomposed granite	@	\$ \$125	/cu. yd
9.	Playground wood chips in place	@	\$ \$1,500	/cu. yd

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

B. Prices for Emergency Work, Extra Work, Vandalism Repair. See also: **General Terms & Conditions – Protection of Property, Specific Terms & Conditions – Tree Maintenance; Turfgrass Maintenance; and Extra Work.**

TIME & MATERIAL PRICES

1. Extra Work Labor (Emergency Response Service @ \$25/man hr.)	@	\$ 28	/man hr.
2. Extra Work Supervision (Emergency Response Service @ \$25/man hr.)	@	\$ 60	/man hr.
3. Extra Work Irrigation Technician (Emergency Response Service @ \$25/man hr.)	@	\$ 35	/man hr.
4. Extra Work Materials See Specific Terms & Conditions-Extra Work.	@	Cost + 15%	
5. Extra Work – Tree Trimming	@	\$ 80	/man hr.
		Or	
		\$ to be determined	/per tree

C. Unit prices for Additions/Deletions To City Park Areas, per **General Terms & Conditions-ADDITIONS/DELETIONS TO BAGDOUMA PARK AREAS**

1. Additional parkway areas, planters (trees to 15-ft. height, shrubs, ground cover included, as applicable). \$.05 /sq. ft./mo.
2. Additional parkway areas, turf (trees to 15-ft. height, shrubs, ground cover included, as applicable). \$.05 /sq. ft./mo.
3. Additional retention basins/open space areas, planters (trees to 15-ft. height, shrubs, ground cover included, as applicable). \$.05 /sq. ft./mo.
4. Additional sport turf areas (trees to 15-ft. height, shrubs, ground cover included, as applicable). \$ 750 /acre./mo.
5. Remove and replace concrete curb and gutter per City Standard #S-7.
\$ 10.00 /lf.
6. Remove and replace concrete sidewalk per City Standard #S-25.
\$ 6.00 /sq. ft.