

**Amendment No. 1 to the Maintenance Services Agreement  
Between the City of Coachella  
and  
CV Pipeline**

**1. Parties And Date.**

This Amendment No. 1 to the Maintenance Services Agreement ("Amendment No.1 ") is made and entered into this 9<sup>th</sup> day of September, 2020 by and between the City of Coachella ("City") and CV Pipeline, ("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 Storm Drain System Maintenance within Specific LLMD Areas ("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 Compensation. 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 Twenty-Four Thousand Four Hundred Thirty-One Dollars and No Cents (\$424,431.00)**. 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 A. Exhibit A is hereby replaced with a revised Exhibit A, attached hereto.

3.4 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.

3.5 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.

3.6 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

CV PIPELINE

By: \_\_\_\_\_  
William B. Pattison, Jr.  
City Manager

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

Attest:

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

Approved as to Form:

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

## **EXHIBIT “A”**

### **SCOPE OF MAINTENANCE SERVICES**

1. Maintenance/Clean out of Storm Drain Systems City wide as needed and in specific Landscape and Lighting Maintenance Districts Areas, Maps are attached as Exhibit “A”.
  - a. Remove lid
  - b. Sweep walls and floor
  - c. Dispose of collected debris at a legal disposal site
  - d. Grease threads of the securing bolts in the lid
  - e. Stencil date of cleaning inside catch basin and NPDES logo prior to replacing lid and grease set screws
  - f. Compile and submit required NPDES maintenance logs after each scheduled cleaning. Logs are subject to Contract Administrator’s approval.
2. Maintenance of the Storm Drain Systems will be performed as requested by the City minimum of once a year possibility of twice a year if funding allows.
3. Within the pricing all dump fees and water usage will be included

The Contractor shall obtain and pay for all costs incurred for any necessary water meter and water meter permits. No extra compensation will be allowed for the permit and or water meter. For water meter and permit information please call the City of Coachella Water Department.

EXHIBIT “A”

MAPS



City of Coachella Landscape and Lighting Districts 2012

























