FIRST AMENDMENT TO SERVICES AGREEMENT

BRIGHTVIEW LANDSCAPE SERVICES, INC.

Mowing and Edging Services at Bobby Bonds Park, Bordwell Park, Bryant Park, Carlson Park, El Dorado Park, Fairmount Park, and Villegas Park (RFP No. 2107)

THIS FIRST AMENDMENT TO SERVICES AGREEMENT ("First Amendment") is made and entered into this ______ day of ______, 2024, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and BRIGHTVIEW LANDSCAPE SERVICES, INC., California Contractors State License Board No. 266211, a California corporation ("Contractor"), with respect to the following:

RECITALS

WHEREAS, on or about June 23, 2022, City and Contractor entered into that certain Services Agreement for Mowing and Edging Services at Bobby Bonds Park, Bordwell Park, Bryant Park, Carlson Park, El Dorado Park, Fairmount Park, and Villegas Park (RFP No. 2107) ("Agreement"); and

WHEREAS, the Agreement is set to expire on June 30, 2024; and

WHEREAS, the City and Contractor desire to exercise their option to extend the Term of the Agreement for an additional one (1) year, from July 1, 2024, through June 30, 2025, and to increase compensation in the amount of One Hundred Fifty-Six Thousand Six Hundred Seventy-Two Dollars and Thirty-Six Cents (\$156,672.36), for the extended term of the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, City and Contractor agree as follows:

1. Section 2, "Term", is hereby extended for an additional one (1) year period beginning July 1, 2024, through June 30, 2025.

2. Section 3, "Compensation" is hereby amended to increase the compensation by an additional One Hundred Fifty-Six Thousand Six Hundred Seventy-Two Dollars and Thirty-Six Cents (\$156,672.36), for the extended term of the Agreement.

3. Exhibit "B" of the Agreement is amended and replaced in its entirety with Exhibit "B-1", attached hereto and incorporated herein by this reference.

4. All other terms and conditions of the Agreement between the parties, which are not inconsistent with the terms of this First Amendment, shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the City and Contractor hereto have caused this First Amendment to Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

By:_

Mike Futrell City Manager

ATTEST:

By: _

Donesia Gause City Clerk BRIGHTVIEW LANDSCAPE SERVICES, INC. a California corporation

By: Print Name: Enrico Marogna

Title: Senior Vice President

and

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Print Name: <u>David Moo</u> Title:<u>Business Development Executive/Asst. Secr</u>etary

Certified as to Availability of Funds:

Chief Financial Officer

APPROVED AS TO FORM:

ula By:

Tarren A. Torres Deputy City Attorney

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EXHIBIT "B-1"

COMPENSATION

Mowing and Edging Services				
Location	ocation Weekly Price		Annual Price (x52 weeks)	
Bobby Bonds Park	\$	210.12	\$	10,926.24
Bordwell Park	\$	667.62	\$	34,716.24
Bryant Park	\$	426.42	\$	22,173.84
Carlson Park	\$	75.19	\$	3,909.88
El Dorado Park	\$	280.16	\$	14,568.32
Fairmount Park	\$	988.80	\$	51,417.60
Villegas Park	\$	364.62	\$	18,960.24
Total Annual Cost			\$	156,672.36