THIRD AMENDMENT TO
AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

GREENTECH LANDSCAPE, INC.

Landscape and General Outside Maintenance Services for Sycamore Highlands Landscape Maintenance District and Canyon Springs/Canyon Crossings Business District (RFP No. 1908)

This THIRD AMENDMENT TO AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES ("Third 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 GREENTECH LANDSCAPE, INC., a California corporation ("Contractor"), with reference to the following facts:

RECITALS

WHEREAS, City and Contractor entered into that certain Agreement for Landscape Maintenance Services for Landscape and General Outside Maintenance Services for Sycamore Highlands Landscape Maintenance District and Canyon Springs/Canyon Crossings Business District (RFP No. 1908) dated July 29, 2019 ("Agreement"); and

WHEREAS, City and Contractor entered into that certain First Amendment to Agreement for Landscape and General Outside Maintenance Services for Sycamore Highlands Landscape Maintenance District and Canyon Springs/Canyon Crossings Business District (RFP No. 1908) dated July 20, 2022 ("First Amendment"); and

WHEREAS, City and Contractor entered into that certain Second Amendment to Agreement for Landscape and General Outside Maintenance Services for Sycamore Highlands Landscape Maintenance District and Canyon Springs/Canyon Crossings Business District (RFP No. 1908) dated June 14, 2023 ("Second Amendment"); and

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

WHEREAS, City and Contractor desire to extend the Term of the Agreement for one (1) additional year, from July 1, 2024, through June 30, 2025; and

WHEREAS, City and Contractor desire to increase the contract price under the Agreement in the amount of One Hundred Sixty-Five Thousand Three Hundred Eighty-Five Dollars and Ninety-Nine Cents ($165,385.99), and to include a ten percent (10%) contingency for vandalism, theft, and/or decay, for a total contract amount of Nine Hundred Sixteen Thousand Seven Hundred Forty-Two Dollars and Thirty-Six Cents ($916,742.36).

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

1. Paragraph 2, Term, is hereby extended for a one (1) year period beginning July 1, 2024, through June 30, 2025.

2. Paragraph 3, "Compensation," is increased to add the additional amount of One Hundred Sixty-Five Thousand Three Hundred Eighty-Five Dollars and Ninety-Nine Cents ($165,385.99), and to include a ten percent (10%) contingency for vandalism, theft, and/or decay for the term of the extension beginning July 1, 2024, through June 30, 2025.

3. All terms and conditions of the Agreement not inconsistent herewith, shall remain in full force and effect and are hereby incorporated by reference into this Third Amendment as though set forth in full herein.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal corporation

By:_____
City Manager

ATTESTED TO:

By:_____
City Clerk

CERTIFIED AS TO AVAILABILITY OF FUNDS:

By:_____
for Chief Financial Officer

APPROVED AS TO FORM:

By:_____
Deputy City Attorney

GREENTECH LANDSCAPE, INC.,
a California corporation

By:_____
Print Name: Luis Marquez
Title: President
(Signature of Board Chair, President, or Vice President)

and

By:_____
Print Name: Luis Marquez
Title: Secretary
(Signature of Secretary, Assistant Secretary, CFO, Treasurer, or Assistant Treasurer)

19-0428.3 TAT 3/14/24