

**FIFTH AMENDMENT TO AGREEMENT FOR
LANDSCAPE AND GENERAL OUTSIDE MAINTENANCE SERVICES FOR
NORTH QUADRANT PARKWAYS AND MEDIANS (RFP No. 1907)**

INLAND EMPIRE LANDSCAPE, INC.

This FIFTH AMENDMENT TO AGREEMENT FOR LANDSCAPE AND GENERAL OUTSIDE MAINTENANCE SERVICES FOR NORTH QUADRANT PARKWAYS AND MEDIANS (“Fifth Amendment”) is made and entered into this _____ day of _____, 2025, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and INLAND EMPIRE LANDSCAPE, INC., a California corporation (“Contractor”), with reference to the following facts:

RECITALS

WHEREAS, City and Contractor entered into that certain Agreement for Landscape and General Outside Maintenance Services for North Quadrant Parkways and Medians (RFP No. 1907) (“Agreement”) dated June 28, 2019 (“Agreement”); and

WHEREAS, City and Contractor entered into that certain First Amendment to Agreement for Landscape and General Outside Maintenance Services for North Quadrant Parkways and Medians (RFP No. 1907) (“First Amendment”) dated May 4, 2022, to increase the compensation and to extend the term to June 30, 2024; and

WHEREAS, City and Contractor entered into that certain Second Amendment to Agreement for Landscape and General Outside Maintenance Services for North Quadrant Parkways and Medians (RFP No. 1907) (“Second Amendment”) dated July 1, 2022, to increase the compensation for the period of July 1, 2021 to June 30, 2022; and

WHEREAS, City and Contractor entered into that certain Third Amendment to Agreement for Landscape and General Outside Maintenance Services for North Quadrant Parkways and Medians (RFP No. 1907) (“Third Amendment”) dated September 27, 2022, to replace the Compensation Schedule to correct a numerical typographical error; and

WHEREAS, City and Contractor entered into that certain Fourth Amendment for Landscape and General Outside Maintenance Services for North Quadrant Parkways and Medians (RFP No. 1907) (“Fourth Amendment”) dated July 29, 2024, to increase the compensation for the period of July 1, 2024, to June 30, 2026; and

WHEREAS, City and Contractor desire to increase Compensation to include an additional ten percent (10%) change order authority for FY2024/25 in the amount of One Hundred Sixty-Five Thousand Dollars (\$165,000.00) and an additional twenty-five percent (25%) change order authority for FY2025/26 in the amount of One Hundred Seventy-Seven Thousand Five Hundred Dollars (\$177,500.00) for repairs of vandalism, theft, and/or decay for a total Compensation amount of One Million Seven Hundred Sixty-Two Thousand Five Hundred Dollars (\$1,762,500.00) for the period of July 1, 2024, to June 30, 2026.

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

1. Paragraph 3, "Compensation," is increased to include an additional ten percent (10%) change order authority for FY2024/25 in the amount of One Hundred Sixty Five Thousand Dollars (\$165,000.00) and an additional twenty-five percent (25%) change order authority for FY2025/26 in the amount of One Hundred Seventy-Seven Thousand Five Hundred Dollars (\$177,500.00) for repairs of vandalism, theft, and/or decay for a total Compensation amount of One Million Seven Hundred Sixty-Two Thousand Five Hundred Dollars (\$1,762,500.00) for the period of July 1, 2024, to June 30, 2026.

2. 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 Fifth Amendment as though set forth in full herein.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to Agreement for Landscape and General Outside Maintenance Services for North Quadrant Parkways and Medians to be executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

INLAND EMPIRE LANDSCAPE, INC., a California corporation

By: _____
Mike Futrell
City Manager

By:  _____
Name: Joel Ibarra
Title: Secretary
(Signature of Board Chair, President, or Vice President)

ATTEST:

and

By: _____
Donesia Gause
City Clerk

By:  _____
Name: Joel Ibarra
Title: President
(Signature of Secretary, Assistant Secretary, CFO, Treasurer, or Assistant Treasurer)

Certified as to Availability of Funds:

By:  _____
Chief Financial Officer

APPROVED AS TO FORM:

By:  _____
Tarren A. Torres
Deputy City Attorney