

SECOND AMENDMENT TO AGREEMENT FOR LANDSCAPE
MAINTENANCE SERVICES FOR ANNUAL
MAINTENANCE OF FAIRMOUNT PARK LAKES

RPW SERVICES, INC.

THIS SECOND AMENDMENT TO AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES FOR ANNUAL MAINTENANCE OF FAIRMOUNT PARK LAKES ("Second Amendment"), is made and entered into this _____ day of _____, 2017, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City") and RPW SERVICES, INC., a California corporation ("Consultant"), with respect to the following facts:

RECITALS

WHEREAS, on October 30, 2014, the City and Consultant entered into an Agreement for Landscape Maintenance Services for Annual Maintenance of Fairmount Park Lakes ("Agreement");

WHEREAS, on June 10, 2016, the City and Consultant entered into a certain First Amendment to Lease to extend the term of the lease for an additional one (1) year period; and

WHEREAS, City and Consultant now desire to extend the Term of the Agreement for two (2) additional years.

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

1. Section 2 of the Agreement is amended to extend the term of the Agreement to July 1, 2017 through June 30, 2019.

All terms and conditions of the Agreement not inconsistent with this Second Amendment, shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

2. Section 3 of the Agreement is amended as follows:

Compensation for the period of July 1, 2017 through June 30, 2018 shall be forty-four thousand five hundred dollars (\$44,500). For the period of July 1, 2018 through June 30, 2019, compensation shall be forty-six thousand Seven hundred twenty-five dollars (\$46,725). The total compensation for this Fourth Amendment shall be ninety-one thousand two hundred twenty-five dollars (\$91,225). Compensation shall be paid in accordance with the compensation schedule attached hereto as Exhibit "A-1" and incorporated herein by this reference.

IN WITNESS WHEREOF, City and Consultant have caused this Second Amendment to Agreement for Landscape Maintenance Services for Annual Maintenance of Fairmount Park Lakes, to be duly executed on the day and year first above written.

**CITY OF RIVERSIDE, a California
charter city and municipal corporation**

By: _____
City Manager

Attest: _____
City Clerk

APPROVED AS TO FORM:

By: Deputy City Attorney

RPW SERVICES, INC., a
California corporation

By: Kathy Murphy

By: PAUL WEBB
Printed Name

Pres
Title)

By: Parker

Karla Webb
Printed Name

CFO

CERTIFIED AS TO FUNDS AVAILABILITY:

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14.1744.2 RME Rev. 02/27/17

EXHIBIT "A-1"

COMPENSATION SCHEDULE

COMPENSATION SCHEDULE – RFP 1463
(July 1, 2017 – June 30, 2018)

FAIRMOUNT PARK LAKE MAINTENANCE				
ITEM NO.	DESCRIPTION	MONTHLY PRICE (MARCH – SEPTEMBER)	MONTHLY PRICE (OCTOBER – FEBRUARY)	ANNUAL CONTRACT PRICE
1	Annual Maintenance of Fairmount Park Lakes	\$4,000	\$3,300	
TOTAL COST		\$28,000	\$ 16,500	\$44,500

ADDITIONAL ITEMS		
1	Emergency services, per hour	\$110.00
2	Additional labor, per person, per hour	\$60.00
3	Additional Supervisor, per person, per hour	\$75.00

COMPENSATION SCHEDULE – RFP 1463
(July 1, 2018 – June 30, 2019)

FAIRMOUNT PARK LAKE MAINTENANCE				
ITEM NO.	DESCRIPTION	MONTHLY PRICE (MARCH – SEPTEMBER)	MONTHLY PRICE (OCTOBER – FEBRUARY)	ANNUAL CONTRACT PRICE
1	Annual Maintenance of Fairmount Park Lakes	\$4,200	\$3,465	
	TOTAL COST	\$29,400	\$17,325	\$46,725

ADDITIONAL ITEMS		
1	Emergency services, per hour	\$115.50
2	Additional labor, per person, per hour	\$63.00
3	Additional Supervisor, per person, per hour	\$78.75