

**SECOND AMENDMENT TO AGREEMENT FOR LANDSCAPE AND MAINTENANCE
SERVICES FOR NORTH QUADRANT PARKWAYS AND MEDIANS**

INLAND EMPIRE LANDSCAPE, INC.

This SECOND AMENDMENT TO AGREEMENT FOR LANDSCAPE AND MAINTENANCE SERVICES FOR NORTH QUADRANT PARKWAYS AND MEDIANS ("Second Amendment") is made and entered into this _____ day of _____, 20____, 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, on June 14, 2011, City and Contractor entered into an Agreement For Landscape and Maintenance Services For North Quadrant Parkways and Medians ("Agreement"), wherein Contractor agreed to provide landscape and general maintenance services for municipal parking facilities ("Agreement"); and

WHEREAS, on December 22, 2014, City and Contractor entered into a First Amended Agreement to include the Jurupa Avenue Phase 2 project area, the Magnolia Avenue between Jefferson Street and Lillian Street, the Van Buren Boulevard and Santa Ana River landscape area, and the Las Flores and La Loma project area to the scope of services ("Services") as further described in Exhibit "A-1" attached to that First Amendment; and

WHEREAS, City and Contractor again desire to amend the Agreement to increase the amount of compensation for the services amount not to exceed \$1,287,360.26, as further described in Exhibit "B-1" attached to this Second Amendment.

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 of the Agreement is hereby amended to as follows:

"3. Compensation. City shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price not to exceed One Million Two Hundred Seventy-Eight Thousand Three Hundred Sixty 26/100 Dollars (\$1,278,360.26). City shall pay Contractor for Services performed to City's satisfaction on a monthly basis in accordance with the provisions of the RFP, and the Compensation Schedule attached hereto as Exhibit "A" and incorporated herein by this

reference. If the term of the Agreement is extended, Contractor's compensation for the extended term shall be mutually agreed upon in writing by the parties."

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 Second Amendment as though set forth in full herein.

IN WITNESS WHEREOF the parties hereto have caused this Second Amendment 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: _____
City Manager

By: _____
Joel Barra, President/C.F.O.

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Chief Assistant City Attorney

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CA: 13-0958.2

Exhibit "B-1"

(Inserted Behind this page)

COMPENSATION SCHEDULES

Exhibit F (Revised)

Proposer Name: Inland Empire Landscape Inc.

The above-named Proposer having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

Item No.	Description	Quantity	Amount Per Month Year 1	Amount Per Month Year 2	Amount Per Month Year 3
1.	<u>Turf Maintenance—Article 2 – Part 3</u> Turf mowing, edging, fertilization, reseedling, seasonal over seeding, clipping pick-up, waste disposal and general clean-up, and green waste and recycling.	All within specified limits	\$ 6,000.00	\$ 6,000.00	\$ 6,180.00
2.	<u>Irrigation—Article 3 – Part 3</u> Irrigation services, schedules, manual watering, special watering, irrigation system testing, irrigation system maintenance, products, special events, trained personnel, damages from irrigation, City requests, compliance with AB325 "Model Water Irrigation Ordinance"	All within specified limits	\$ 3,500.00	\$ 3,500.00	\$ 3,605.00
3.	<u>Fertilization—Article 4 – Part 3</u> Ground cover areas, tree and shrub areas, annual flower beds/hydro seed areas	All within specified limits	\$ 1,000.00	\$ 1,000.00	\$ 1,030.00
4.	<u>Weed Control—Article 6 – Part 3</u> General, median islands, sidewalks, walkways, curbs, gutters and tree wells.	All within specified limits	\$ 3,000.00	\$ 3,000.00	\$ 3,090.00
5.	<u>Shrub Maintenance—Article 7 – Part 3</u> Pruning, pruning schedule, shrubbery replacement, cultivation and mulching, irrigation (deep soaking), disease, rodent and insect control and weed control.	All within specified limits	\$ 9,000.00	\$ 9,000.00	\$ 9,270.00
6.	<u>Ground Cover—Article 8 – Part 3</u> Renovation, cultivation and mulching, edging, replanting, ground cover replacement, ground cover maximum height, irrigation, weed control and annual color.	All within specified limits	\$ 1,500.00	\$ 1,500.00	\$ 1,545.00
7.	<u>Vine Maintenance—Article 9 – Part 3</u> Pruning, irrigation, replanting	All within specified limits	\$ 2,500.00	\$ 2,500.00	\$ 2,575.00
8.	<u>Tree Care—Article 10 – Part 3</u> Tree maintenance.	All within specified limits	\$ 500.00	\$ 500.00	\$ 515.00

Item No.	Description	Quantity	Amount Per Month Year 1	Amount Per Month Year 2	Amount Per Month Year 3
9.	<u>Disease, Insect and Pest Control—Article 11 – Part 3</u> General, use of chemicals, disease, insect and pest control	All within specified limits	\$ 500.00	\$ 500.00	\$ 515.00
10.	<u>Plant Material Replacement—Article 12 – Part 3</u> Notification of material loss, replacement, quarterly plant replacement and plant removals.	All within specified limits	100.00	100.00	103.00
11.	<u>Litter and Debris—Article 14 – Part 3</u> General, trash receptacles, graffiti, abandoned shopping carts, other conditions of blight/security concern and contractor operations.	All within specified limits	800.00	800.00	824.00
12.	<u>Curb, Gutter, Sidewalk, Walkways, Sidewalk Ramp, Medians, and General Maintenance—Article 15 – Part 3</u> General maintenance, drains, leaves, signs, sidewalks and walkways, special events	All within specified limits	400.00	400.00	412.00
	<u>Total Per Month – All Items</u>		\$ 28,800.00	\$ 28,800.00	\$ 29,664.00
	<u>Total Per Year—All Items (Per Month Amount x 12)</u>		\$ 345,600.00	\$ 345,600.00	\$ 355,968.00

Additional Items					
1.	Per square foot cost for additional areas		\$.015	\$.015	\$.015
2.	Hourly cost for additional labor		\$ 25.00	\$ 25.00	\$ 25.00
3.	Hourly cost for Irrigation Specialist		\$ 35.00	\$ 35.00	\$ 35.00
4.	Hourly cost for additional Supervisor		\$ 40.00	\$ 40.00	\$ 40.00
5.	Unit cost for 1 gallon plant including removal and installation		\$ 7.00	\$ 7.00	\$ 7.00
6.	Unit cost for 5 gallon plant including removal and installation		\$ 18.00	\$ 18.00	\$ 18.00
7.	Unit cost for 15 gallon plant including removal and installation		\$ 75.00	\$ 75.00	\$ 75.00
8.	Unit cost for flat of groundcover including removal and installation		\$ 22.00	\$ 22.00	\$ 22.00
9.	Unit Cost for 24" box tree including removal and installation		\$ 230.00	\$ 230.00	\$ 230.00
10.	Fertilizer Injector System		\$ 100.00	\$ 100.00	\$ 100.00



Public Works
Department

Urban Forestry/Landscaping

September 23, 2015

Inland Empire Landscape, Inc.
Joel Ibarra, President
2456 Kern St.
San Bernardino, CA 92407

SUBJECT: North Quadrant Landscape Maintenance RFP 1370

Mr. Ibarra:

Effective October 1, 2015, please include the Ninth Street and Loring Drive median area to the North Quadrant Landscape Maintenance.

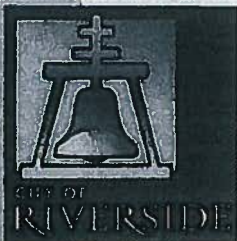
Bill this area of 2,500 square feet at the full service contracted rate of \$0.015 per square foot for a total monthly amount of \$37.50. List this area as a separate line item on your monthly invoices through June 30, 2016.

If you have any questions, please contact the Public Work's Landscape Maintenance Inspector, Jesse Fierro at (951) 351-6253

Cordially,

Robert Filiar
Urban Forester Manager

cc: Archi Washington, Field Operations Manager
Brandi Becker, Sr. Administrative Analyst
Jesse Fierro, Landscape Maintenance Inspector
Katie, Beridon, Account Clerk II



Public Works
Department

Urban Forestry/Landscaping

April 09, 2015

Inland Empire Landscape, Inc.
Joel Ibarra, President
2456 Kern St.
San Bernardino, CA 92407

SUBJECT: Van Buren Boulevard between Audrey Street Jackson Street Median Landscape

Mr. Ibarra:

Effective April 06, 2015 please include the landscaped median areas of Van Buren Boulevard between Audrey Street and Jackson Street to the North Quadrant Landscape Maintenance. Water meter number 1770C and backflow number J080925.

Bill this area of 20,543 square feet at the full service contracted rate of \$0.015 per square foot for a total monthly amount of \$308.14. All items in the contract are to be applied to this add-on area.

List this area as a separate line item on your monthly invoices through June 30, 2015, with April being prorated.

If you have any questions, please contact the Public Work's Landscape Inspector, Jesse Fierro at (951) 351-6253

Cordially,

Robert Fillar
Urban Forester

cc: Archie Washington, Field Operations Manager
Brandi Becker, Sr. Administrative Analyst
Jesse Fierro, Landscape Maintenance Inspector
Katie Berdon, Account Clerk II
Contract File



Public Works
Department

Urban Forestry/Landscaping

December 16, 2015

Inland Empire Landscape, Inc.
Joel Ibarra, President
2456 Kern St.
San Bernardino, CA 92407

SUBJECT: North Quadrant Landscape Maintenance RFP 1370

Mr. Ibarra:

Effective December 15, 2015, please include the parkways on Collette Avenue between Napa Lane and Buchanan Street to the North Quadrant Landscape Maintenance area. Total square footage of 46,422, meter number 1774C, backflow number JG25450.

Bill this area of 46,422 square feet at the full service contracted rate of \$0.015 per square foot for a total monthly amount of \$696.33. List this area as a separate line item on your monthly invoices through June 30, 2016. Please prorate the month of December 2016.

If you have any questions, please contact the Public Work's Landscape Maintenance Inspector, Jesse Fierro at (951) 351-6253

Cordially,

Robert Fillar
Urban Forester Manager

cc: Archi Washington, Field Operations Manager
Brandi Becker, Sr. Administrative Analyst
Jesse Fierro, Landscape Maintenance Inspector
Katie, Beridon, Account Clerk II



Public Works
Department

Urban Forestry/Landscaping

November 24, 2015

Inland Empire Landscape, Inc.
Joel Ibarra, President
2456 Kern St.
San Bernardino, CA 92407

SUBJECT: RIVERSIDE AVENUE GRADE SEPERATION AT MONO DRIVE LANDSCAPE ADDITION

Mr. Ibarra:

Effective November 24, 2015 please include the landscaped parkway areas of Mono Drive between Sunnyside Drive and Trinity Court to the North Quadrant Landscape Maintenance. Water meter number 1830C.

Bill this area of 8,121 square feet at the full service contracted rate of \$0.015 per square foot for a total monthly amount of \$121.81. All items in the contract are to be applied to this add-on area.

List this area as a separate line item on your monthly invoices through June 30, 2016, with November being prorated.

If you have any questions, please contact the Public Work's Landscape Inspector, Jesse Fierro at (951) 351-6253

Cordially,

Robert Filiar
Urban Forester

cc: Archie Washington, Field Operations Manager
Brandi Becker, Sr. Administrative Analyst
Jesse Fierro, Landscape Maintenance Inspector
Katie Beridon, Account Clerk II
Contract File