

**SIXTH AMENDMENT TO
AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES**

Landscape Maintenance Services – East and West Neighborhood Parks – RFP 1863

INLAND EMPIRE LANDSCAPE, INC.

THIS SIXTH AMENDMENT TO AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES (“Sixth Amendment”), is made and entered into this ____ day of _____, 2025 (“Effective Date”) between CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”) and INLAND EMPIRE LANDSCAPE, INC., a California corporation (“Contractor”), on the terms and conditions set forth below.

RECITALS

WHEREAS, the City and Contractor entered into certain Agreement for Landscape Maintenance Services for Landscape Maintenance Services – East and West Neighborhood Parks – RFP 1863, dated April 3, 2019, with compensation in the amount of Five Hundred Sixty-Nine Thousand Six Hundred Ten Dollars (\$569,610.00) (“Agreement”); and

WHEREAS, City and Contractor entered into a certain First Amendment to Agreement for Landscape Maintenance Services (“First Amendment”), dated January 8, 2020, wherein City and Contractor agreed to extend the Agreement for one (1) additional two-year term to December 31, 2021 and increase compensation in the amount of Seven Hundred Eighty-Nine Thousand Eight Hundred Fifty-Nine Dollars and Twenty Cents (\$789,859.20); and

WHEREAS, City and Contractor entered into a certain Second Amendment to Agreement for Landscape Maintenance Services (“Second Amendment”), dated December 14, 2021, wherein City and Contractor agreed to extend the Agreement for one (1) additional two-year term to December 31, 2023 and increase compensation in the amount of One Million Six Hundred Thirty-Seven Thousand Three Hundred Seventy-Eight Dollars and Twelve Cents (\$1,637,378.12); and

WHEREAS, City and Contractor entered into a certain Third Amendment to Agreement for Landscape Maintenance Services (“Third Amendment”), dated January 1, 2023, wherein City and Contractor agreed to amend the Compensation Schedule for Extended Services in the amount of Eight Hundred Eighty Thousand Dollars (\$880,000.00) for a not to exceed twenty-five percent (25%) change order authority in the amount of Two Hundred Twenty Thousand Dollars (\$220,000.00), for a total increase in the amount of One Million One Hundred Thousand Dollars (\$1,100,000.00); and

WHEREAS, City and Contractor entered into a certain Fourth Amendment to Agreement for Landscape Maintenance Services (“Fourth Amendment”), dated January 1, 2024, wherein City and Contractor agreed to extend the Agreement for one (1) additional one-year term to December 31, 2024, and increase Compensation in the amount of Eight Hundred Eighteen Thousand Six Hundred Eighty-Nine Dollars and Six Cents (\$818,689.06); and

WHEREAS, City and Contractor entered into a certain Fifth Amendment to Agreement for Landscape Maintenance Services (“Fifth Amendment”), dated July 31, 2024, wherein City and Contractor agreed to increase Compensation in the amount of One Hundred Sixty-Three Thousand Seven Hundred Thirty-Seven Dollars (\$163,737.00); and

WHEREAS, City and Contractor desire to extend the Agreement to June 30, 2025, to avoid an interruption in critical park services, and to increase Compensation in the amount of Eight Hundred Two Thousand Six Hundred Sixty-Five Dollars (\$802,665.00), for a total revised contract amount of Five Million Eight Hundred Eighty-One Thousand Nine Hundred Thirty-Eight Dollars and Thirty-Eight Cents (\$5,881,938.38).

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

1. Section 2, Term, of the Agreement is hereby extended and shall be effective from the first date written above, and shall remain in effect until June 30, 2025, unless earlier terminated as provided in the Agreement.

2. Section 3, Compensation, of the Agreement, is hereby amended to increase the Contract Price for the extended term of the Agreement in the amount of Eight Hundred Two Thousand Six Hundred Sixty-Five Dollars (\$802,665.00), for a total revised contract amount of Five Million Eight Hundred Eighty-One Thousand Nine Hundred Thirty-Eight Dollars and Thirty-Eight Cents (\$5,881,938.38)

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

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Sixth 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: _____
Mike Futrell
City Manager

By: _____
Print Name: JOEL IBARRA
Title: PRESIDENT
(Signature of Board Chair, President, or
Vice President)

ATTESTED TO:

and

By: _____
Donesia Gause
City Clerk

By: _____
Print Name: JOEL IBARRA
Title: SECRETARY
(Signature of Secretary, Assistant
Secretary, CFO, Treasurer, or Assistant
Treasurer)

CERTIFIED AS TO AVAILABILITY OF FUNDS:

By: _____
Kirsh
Chief Financial Officer

APPROVED AS TO FORM:

By: _____
Susan Wilson
Anthony L. Beaumon
Sr. Deputy City Attorney