

**FIRST AMENDMENT TO THE
CONTRACT SERVICES AGREEMENT**

**BETWEEN THE CITY OF RIALTO
AND
INLAND EMPIRE LANDSCAPE, INC.**

1. PARTIES AND DATE.

This First Amendment to the Contract Services Agreement ("First Amendment") is made and entered into this *10th day of June, 2014* by and between the City of Rialto, a California municipal corporation, ("City"), and *Inland Empire Landscape, a California corporation*, ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this First Amendment.

2. RECITALS.

2.1 Agreement. City and Contractor entered into that certain Contract Services Agreement dated October 8, 2013, ("Agreement"), whereby Contractor agreed to provide Landscape and Grounds Maintenance services to the City.

2.2 Amendment. City and Contractor desire to amend the Contract Services Agreement for the first time to extend the term and increase the total compensation of the Contract Services Agreement for Landscape and Grounds Maintenance Services for Fiscal Year 2014/2015.

3. TERMS.

3.1 Contract Price. Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Section 2. CONTRACT PRICE

For the prior contract term (Fiscal Year 2013/2014), Contractor received payment up to the initial amount of Three Hundred Sixty Seven Thousand Five Hundred Seventy Dollars and Sixteen Cents (\$367,570.16), plus payment of additional work authorized by City in the amount of Thirteen Thousand Thirty Seven Dollars and No Cents (\$13,037.00) for a total payment of Three Hundred Eighty Two Thousand Two Hundred Fifty Two Dollars and Sixteen Cents (382,252.16).

For landscape and grounds maintenance services rendered pursuant to this Agreement for the 2014/2015 Fiscal Year Contractor shall be compensated per the compensation schedule attached hereto this First Amendment as **Exhibit "B"**, not to exceed **Six Hundred Sixty Eight Thousand Seven Hundred Twenty Dollars and Forty Four Cents (\$668,720.44)**. Contractor shall remit monthly invoices to the City, clearly detailing the specific work completed during the prior month.

In the event the City exercises any or all of the remaining three (3) options to extend the term of this contract by one additional year for each option, pursuant to Section 4 of the Agreement, the total compensation for the additional one (1) year period shall be equal to the compensation for the year prior to the extension plus any additional work added to the Agreement by mutual negotiation plus an increase equal to the prior year's compensation multiplied by the percentage upward change, if any, in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Los Angeles, Riverside and Orange County, CA (CPI)" for the most recent twelve (12) months for which statistics are available at the time that the City exercises its option to extend the Agreement."

3.2 Continuing Effect of Agreement. Except as amended by this First Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.

3.4 Counterparts. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

3.5 Corporate Authority. The persons executing this First Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this First Amendment on behalf of said party, (iii) by so executing this First Amendment, such party is formally bound to the provisions of this First Amendment and (iv) the entering into this First Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the Contractor have caused this First Amendment to be executed the day and year first above written.

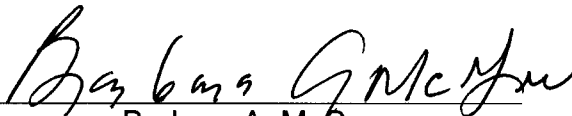
CITY OF RIALTO, CALIFORNIA

APPROVED BY THE CITY COUNCIL:


By  Date 7/23/14
Deborah Robertson
Mayor

Agreement No. _____

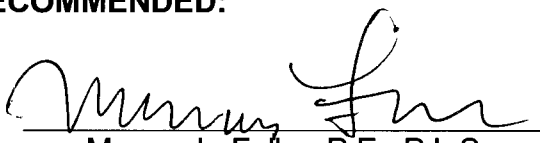
ATTEST:

By 
Barbara A. McGee
City Clerk

APPROVED AS TO FORM:

By 
Fred Galante, Esq.
City Attorney

RECOMMENDED:

By 
Marcus L. Fuller, P.E., P.L.S.,
Public Works Director/City Engineer

CONTRACTOR

By Inland Empire Landscape, a California corporation
Firm/Company Name

By: [Signature]
Signature (notarized)

Name: JOEL IBARRA
Title: PRESIDENT

(This Agreement must be signed in the above space by one having authority binding Contractor to the terms of this Agreement.)

State of CALIFORNIA
County of SAN BERNARDINOss

On JULY 15, 2014,
before me, KIMBERLY COSTAS, Notary Public
personally appeared JOEL IBARRA

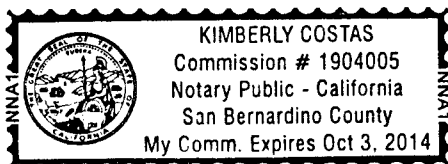
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature: [Signature]

Notary Seal:



By: _____
Signature (notarized)

Name: _____
Title: _____

(This Agreement must be signed in the above space by one having authority binding Contractor to the terms of this Agreement.)

State of _____
County of _____)ss

On _____
before me, _____
personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature:

Notary Seal:

EXHIBIT "B"**LANDSCAPE MAINTENANCE DISTRICT NO. 1
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
FISCAL YEAR 2014/2015 SCHEDULE OF COMPENSATION**

LMD #1 ANNEXATION ZONE	MONTHLY COST	ANNUAL COST
Annexation #1A	\$82.76	\$993.10
Annexation #1	\$101.38	\$1,216.55
Annexation #2	\$118.50	\$1,421.99
Annexation #3	\$69.07	\$828.80
Annexation #4	\$45.84	\$550.10
Annexation #5	\$88.84	\$1,066.13
Annexation #6	\$61.20	\$734.36
Annexation #7	\$323.88	\$3,886.62
Annexation #8	\$46.86	\$562.27
Annexation #9	\$151.93	\$1,823.13
Annexation #10	\$46.67	\$560.08
Annexation #15	\$276.72	\$3,320.69
Annexation #16	\$37.51	\$450.06
Annexation #17	\$48.00	\$576.03
Annexation #18	\$205.64	\$2,467.67
Annexation #19	\$43.45	\$521.38
Annexation #20	\$130.34	\$1,564.14
LANDSCAPE MAINTENANCE DISTRICT NO. 1, PAGE 1 TOTAL		\$22,543.11

EXHIBIT "B"
LANDSCAPE MAINTENANCE DISTRICT NO. 1
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
FISCAL YEAR 2014/2015 SCHEDULE OF COMPENSATION

LMD #1 ANNEXATION ZONE	MONTHLY COST	ANNUAL COST
Annexation # 21	\$210.65	\$2,527.79
Annexation # 22	\$75.02	\$900.24
Annexation # 23	\$24.34	\$292.09
Annexation # 24	\$205.68	\$2,468.16
Annexation # 25	\$121.88	\$1,462.52
Annexation # 26	\$79.12	\$949.41
Annexation # 28	\$173.23	\$2,078.70
Annexation # 29	\$273.44	\$3,281.26
Annexation # 30	\$74.37	\$892.46
Annexation # 31	\$114.06	\$1,368.68
Annexation # 32	\$67.34	\$808.11
Annexation # 33A	\$46.77	\$561.30
Annexation # 33B	\$194.46	\$2,333.55
Annexation # 34	\$384.02	\$4,608.20
Annexation # 35	\$23.12	\$277.49
Annexation # 36	\$133.89	\$1,606.74
Annexation # 37	\$137.12	\$1,645.44
LANDSCAPE MAINTENANCE DISTRICT NO. 1, PAGE 2 TOTAL		\$28,062.14

EXHIBIT "B"
LANDSCAPE MAINTENANCE DISTRICT NO. 1
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
FISCAL YEAR 2014/2015 SCHEDULE OF COMPENSATION

LMD #1 ANNEXATION ZONE	MONTHLY COST	ANNUAL COST
Annexation # 38	\$60.24	\$722.92
Annexation # 39	\$184.79	\$2,217.45
Annexation # 40	\$147.21	\$1,766.53
Annexation # 41	\$49.74	\$596.84
Annexation # 42	\$131.38	\$1,576.55
Annexation # 43	\$162.89	\$1,954.69
Annexation # 44A (Cedar)	\$73.97	\$887.59
Annexation # 44B (Merrill)	\$31.74	\$380.93
Annexation # 45	\$193.46	\$2,321.50
Annexation # 46	\$20.17	\$242.07
Annexation # 47	\$21.04	\$252.54
Annexation # 48	\$316.55	\$3,798.63
Annexation # 49	\$23.17	\$278.09
Annexation # 50	\$70.45	\$845.36
Annexation # 51	\$136.17	\$1,634.00
Annexation # 52	\$577.07	\$6,924.84
Annexation # 53	\$22.41	\$268.97
LANDSCAPE MAINTENANCE DISTRICT NO. 1, PAGE 3 TOTAL		\$26,669.48

EXHIBIT "B"
LANDSCAPE MAINTENANCE DISTRICT NO. 1
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
FISCAL YEAR 2014/2015 SCHEDULE OF COMPENSATION

LMD #1 ANNEXATION ZONE	MONTHLY COST	ANNUAL COST
Annexation # 54	\$89.82	\$1,077.81
Annexation # 55	\$10.14	\$121.70
Annexation # 56	\$94.12	\$1,129.41
Annexation # 57	\$165.79	\$1,989.50
Annexation # 58	\$44.38	\$532.58
Annexation # 59	\$20.12	\$241.46
Annexation # 60	\$39.38	\$472.58
Annexation # 61	\$31.47	\$377.65
Annexation # 62	\$98.33	\$1,179.92
Annexation # 63	\$17.67	\$212.01
Annexation # 64	\$71.85	\$862.15
Annexation # 65	\$48.88	\$586.61
Annexation # 66	\$12.61	\$151.28
Annexation # 67	\$34.15	\$409.78
Annexation # 68	\$20.08	\$240.97
Annexation # 69	\$87.21	\$1,046.53
Annexation # 70	\$53.44	\$641.26
LANDSCAPE MAINTENANCE DISTRICT NO. 1, PAGE 4 TOTAL		\$11,273.20

EXHIBIT "B"
LANDSCAPE MAINTENANCE DISTRICT NO. 1
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
FISCAL YEAR 2014/2015 SCHEDULE OF COMPENSATION

LMD #1 ANNEXATION ZONE	MONTHLY COST	ANNUAL COST
Annexation # 71	\$37.86	\$454.32
Annexation # 72	\$139.45	\$1,673.43
Annexation # 73	\$195.05	\$2,340.61
Annexation # 74	\$90.91	\$1,090.95
Annexation # 75	\$93.52	\$1,122.23
Annexation # 76	\$47.07	\$564.83
Annexation # 77	\$13.79	\$165.52
Annexation # 78	\$85.47	\$1,025.60
Annexation # 79	\$31.03	\$372.41
Annexation # 80	\$1,965.47	\$23,585.63
Annexation # 81	\$15.57	\$186.82
Annexation # 82	\$19.09	\$229.05
Annexation # 83	\$80.65	\$967.79
Annexation # 84	\$48.10	\$577.24
Annexation # 85	\$24.33	\$291.97
Annexation # 86	\$26.06	\$312.78
Annexation # 87	\$240.99	\$2,891.93
LANDSCAPE MAINTENANCE DISTRICT NO. 1, PAGE 5 TOTAL		\$37,853.11

EXHIBIT "B"
LANDSCAPE MAINTENANCE DISTRICT NO. 1
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
FISCAL YEAR 2014/2015 SCHEDULE OF COMPENSATION

LMD #1 ANNEXATION ZONE	MONTHLY COST	ANNUAL COST
Annexation # 88	\$209.82	\$2,517.81
Annexation # 91	\$81.50	\$978.01
Annexation # 92	\$54.62	\$655.50
Annexation # 95	\$387.49	\$4,649.82
Annexation # 96	\$29.38	\$352.58
Annexation # 97	\$56.31	\$675.70
Annexation # 100	\$390.16	\$4,681.95
Annexation # 101	\$35.49	\$425.84
Annexation # 102	\$18.54	\$222.47
Annexation # 103	\$71.56	\$858.74
Annexation # 105	\$106.65	\$1,279.84
Annexation # 106	\$40.45	\$485.36
Annexation # 107	\$23.55	\$282.60
Annexation # 109	\$134.20	\$1,610.39
Annexation # 110	\$111.11	\$1,333.27
Annexation # 111	\$17.12	\$205.44
Annexation # 112	\$160.77	\$1,929.25
LANDSCAPE MAINTENANCE DISTRICT NO. 1, PAGE 6 TOTAL		\$23,144.57

EXHIBIT "B"
LANDSCAPE MAINTENANCE DISTRICT NO. 1
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
FISCAL YEAR 2014/2015 SCHEDULE OF COMPENSATION

LMD #1 ANNEXATION ZONE	MONTHLY COST	ANNUAL COST
Annexation # 113	\$42.10	\$505.19
Annexation # 115	\$106.99	\$1,283.86
Annexation # 116	\$831.25	\$9,974.98
Annexation # 117	\$122.28	\$1,467.39
Annexation # 118 Riverside/Locust	\$73.25	\$878.95
Annexation # 119 (Live Oak/Riverside)	\$68.28	\$819.31
Annexation # 121 (Alder/Casa Grande)	\$20.28	\$243.41
LANDSCAPE MAINTENANCE DISTRICT NO. 1, PAGE 7 TOTAL		\$15,173.08

BID SCHEDULE PAGE 1 TOTAL	\$22,543.11
BID SCHEDULE PAGE 2 TOTAL	\$28,062.14
BID SCHEDULE PAGE 3 TOTAL	\$26,669.48
BID SCHEDULE PAGE 4 TOTAL	\$11,273.20
BID SCHEDULE PAGE 5 TOTAL	\$37,853.11
BID SCHEDULE PAGE 6 TOTAL	\$23,144.57
BID SCHEDULE PAGE 7 TOTAL	\$15,173.08
LANDSCAPE MAINTENANCE DISTRICT NO. 1 GRAND TOTAL	\$164,718.69

EXHIBIT "B"
LANDSCAPE MAINTENANCE DISTRICT NO. 2
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
FISCAL YEAR 2014/2015 SCHEDULE OF COMPENSATION

LMD #2 ANNEXATION ZONE	MONTHLY COST	ANNUAL COST
Tract 16308 (Blackmon Homes) Cedar Ave. at Wildflower St.	\$45.93	\$551.20
Tract 16422 (Escrow Street) Linden Ave. at Summit St.	\$39.96	\$479.51
Tract 16517 (Walton Development) Pepper Ave. at Meridian Ave.	\$33.20	\$398.46
Tract 16625 (Pacific Grove) Persimmon St. (Locust Ave. to Maple Ave.)	\$35.27	\$423.29
Tract 18549 (Elm Park) (Cactus Ave. at Base Line Rd.)	\$297.31	\$3,567.75
Tract 16764 (Pacific Homes) Linden Ave. at McWethy Ave.	\$29.07	\$348.80
Tract 16708 (Rialto Heights) Landscape Slope at Frisbie Park	\$268.97	\$3,227.59
Target Center Casa Grande Dr. at Alder Ave.	\$2,839.76	\$34,077.12
Opus Logistic Center Riverside Ave. at Resource Dr.	\$101.42	\$1,217.04
Tract 16813 (Tudor Plaza) Foothill Blvd. (Cedar Ave. to Larch Ave.)	\$101.42	\$1,217.04
Tract 17219 (Crestwood Communities) Merrill Ave. at Linden Ave.	\$101.42	\$1,217.04
Tract 17220 (Walton – 26) Pepper Ave. at Etiwanda Ave.	\$101.42	\$1,217.04
Tract 17511 (Frontier Enterprises) Summit Street at Maple Avenue	\$302.00 (Effective 1/1/15)	\$1,812.00 (6 month total)
Tract 18794 (Spruce Homes) Merrill Avenue at Spruce Avenue	\$50.00 (Effective 11/1/14)	\$400.00 (8 month total)
Golden Bear (Target) Renaissance Parkway at Laurel Avenue	\$320.00 (Effective 6/1/15)	\$320.00 (1 month total)
Tract 18916 (Panattoni) Baseline Road at Locust Avenue	\$517.99 (Effective 11/1/14)	\$4,143.92 (8 month total)
LANDSCAPE MAINTENANCE DISTRICT NO. 2 GRAND TOTAL		\$54,617.80

EXHIBIT "B"
CITY PARKS AND FACILITIES
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
FISCAL YEAR 2014/2015 SCHEDULE OF COMPENSATION

LOCATION	MONTHLY COST	ANNUAL COST
Fire Station #202 (1700 N. Riverside Ave.)	\$78.68	\$944.18
Fire Station #203 (1550 N. Ayala Dr.)	\$142.94	\$1,715.30
Fire Station #204 (3288 N. Alder Ave.)	\$111.93	\$1,343.13
Public Works Bldg. (335 W. Rialto Ave. & 246 S. Willow Ave.)	\$125.44	\$1,505.24
Police Station (128 N. Willow Ave.)	\$41.43	\$497.16
Rialto Chamber of Commerce (120 N. Riverside Ave.)	\$17.48	\$209.82
Riverside Ave. Medians (Foothill Blvd. to First St.)	\$293.28	\$3,519.31
Rialto Metrolink Parking Lot	\$81.72	\$980.69
Riverside Ave. Median (First St. to Bonnie View Dr.)	\$365.01	\$4,380.13
Bloomington Ave. Median (Riverside Ave. to San Bernardino Ave.)	\$501.72	\$6,020.70
North/South Side Base Line Rd. Parkways (Sycamore Ave. to Acacia Ave.)	\$131.22	\$1,574.61
Riverside Ave. Median (South of Merrill Ave.)	\$29.90	\$358.78
Foothill Blvd. Median (Linden Ave. to Cedar Ave.)	\$40.61	\$487.30
Rialto Senior Center (1411 S. Riverside Ave.)	\$304.26	\$3,651.12
Cedar Ave. Median (North of Merrill Ave.)	\$40.57	\$486.82
Riverside Ave. Median (South of Agua Mansa Rd.)	\$60.85	\$730.22
Aqua Mansa Rd Median (West of Riverside Ave.)	\$101.42	\$1,217.04
CITY PARKS AND FACILITIES, PAGE 1 TOTAL		\$29,621.54

EXHIBIT "B"
CITY PARKS AND FACILITIES
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
FISCAL YEAR 2014/2015 SCHEDULE OF COMPENSATION

LOCATION	MONTHLY COST	ANNUAL COST
Cedar Reservoir (2610 N. Cedar Ave.)	\$47.95	\$575.42
Easton Reservoir (140 W. Easton Ave.)	\$32.59	\$391.03
Airport Office (1451 N. Linden Ave.)	\$32.85	\$394.20
Andreson Park (726 N. Lilac Ave.)	\$1,126.55	\$13,518.64
Birdsall Park (2611 N. Linden Ave.)	\$1,565.17	\$18,782.09
Bud Bender Park (300 N. Lilac Ave.)	\$2,207.75	\$26,493.01
Rialto Cemetery (200 N. Willow Ave.)	\$1,126.00	\$13,511.94
Civic Center (150 S. Palm Ave.)	\$1,257.08	\$15,084.97
Fergusson Park (2395 W. Sunrise Ave.)	\$4,508.04	\$54,096.45
Flores Park (1020 W. Etiwanda Ave.)	\$738.31	\$8,859.69
Frisbie Park (1901 W. Acacia Ave.)	\$2,968.97	\$35,627.63
Jerry Eaves Park (1485 N. Ayala Dr.)	\$5,483.83	\$65,805.96
Margaret Todd Park (201 N. Willow Ave.)	\$784.14	\$9,409.67
Rialto City Park (130 E. San Bernardino Ave.)	\$3,976.35	\$47,716.24
Pepper Ave. Parkways (Winchester Ave. to SR-210)*	\$552.95	\$6,635.42
In-n-Out Burger Development (Riverside Ave. at Easton St.)	\$238.34	\$2,860.04
CITY PARKS AND FACILITIES, PAGE 2 TOTAL		\$319,762.41

EXHIBIT "B"
CITY PARKS AND FACILITIES
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
FISCAL YEAR 2014/2015 SCHEDULE OF COMPENSATION

BID SCHEDULE PAGE 1 TOTAL	\$29,621.54
BID SCHEDULE PAGE 2 TOTAL	\$319,762.41
CITY PARKS AND FACILITIES GRAND TOTAL	\$349,383.95

EXHIBIT "B"

**LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
FISCAL YEAR 2014/2015 SCHEDULE OF COMPENSATION**

LANDSCAPE MAINTENANCE DISTRICT NO. 1 GRAND TOTAL	\$164,718.69
LANDSCAPE MAINTENANCE DISTRICT NO. 2 GRAND TOTAL	\$54,617.80
CITY PARKS AND FACILITIES GRAND TOTAL	\$349,383.95
FISCAL YEAR ALLOWANCE FOR LMD NO. 2 IMPROVEMENTS	\$100,000.00
GRAND TOTAL CONTRACT COST – FISCAL YEAR 2014/2015	\$668,720.44