



**FIRST AMENDMENT
TO
MAINTENANCE SERVICES AGREEMENT
[Landscape Maintenance Services for City Facilities and Rights of Way]**

THIS FIRST AMENDMENT TO MAINTENANCE SERVICES AGREEMENT (the “First Amendment”) is made and entered into as of April 20, 2023, by and between the CITY OF ORANGE, a municipal corporation (“City”), and NIEVES LANDSCAPE INC., a California corporation (“Contractor”), with reference to the following:

A. City and Contractor entered into a Maintenance Services Agreement (Agreement No. 6987) dated June 9, 2020, which is incorporated herein by this reference (the “Original Agreement”); and

B. City and Contractor desire to amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement by revising the Scope of Services and increasing the compensation.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2. Cross-References. City and Contractor agree that all references in this First Amendment are deemed and construed to refer to the Original Agreement, as implemented by this First Amendment.

Section 3. Revised Scope of Services. The Scope of Services, Section 1, Exhibit A of the Original Agreement, is hereby amended and supplemented to include the additional services described on Exhibit A attached hereto and incorporated herein by this reference.

Section 4. Compensation. The total not-to-exceed compensation for the services to be rendered as set forth in Section 2.a of the Original Agreement is increased by NINETEEN THOUSAND THREE HUNDRED FIFTY DOLLARS and 00/100 (\$19,350.00) and Section 2.a is hereby amended in its entirety to read as follows:

“Contractor's total compensation for all services performed under this Agreement, shall not exceed ONE MILLION TWO HUNDRED SEVENTY-ONE THOUSAND FIVE HUNDRED SEVENTY-SIX DOLLARS and 11/100 (\$1,271,576.11) without the prior written authorization of City.”

Section 5. Authority of City Manager. Pursuant to Section 3.08.430 of the Orange Municipal Code, the City Manager is authorized to approve and execute amendments to the Agreement to adjust the compensation as provided herein.

Section 6. Integration. This First Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the parties.

IN WITNESS of this First Amendment, the parties enter into this First Amendment on the year and day first above written.

“CONTRACTOR”

“CITY”

NIEVES LANDSCAPE INC., a California corporation

CITY OF ORANGE, a municipal corporation

DocuSigned by:
Greg Nieves
*By: _____
Printed Name: Greg Nieves
Title: President & Secretary

DocuSigned by:
Tom Kisela
By: _____
Thomas C. Kisela, City Manager

*By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:

DocuSigned by:
Mary E. Binning

Mary E. Binning, City Attorney

***NOTE:** If Contractor is a corporation, the City requires the following signature(s):
-- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
-- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.

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EXHIBIT A

Additional Scope of Services

In addition to providing services as outlined in the Original Agreement dated June 9, 2020, the vendor will provide Service Level-B (SL-B) landscape maintenance as outlined in the Scope of Services of the Original Agreement at the following locations:

- Fire Department Headquarters
1176 E. Chapman Ave.
Orange, CA 92866
- Fire Department Headquarters Parking Lot
180 Water Street
Orange, CA 92866



Grant Pickering
CITY OF ORANGE
230 E. Chapman Ave.
Orange, CA 92866

March 3, 2023

RE: **#412-159 CITY OF ORANGE FACILITIES AND RIGHT OF WAYS – Additional Area**
[New Fire Department HQ](#)

Dear Grant,

Nieves Landscape Inc. is pleased to submit the following proposal to add landscape maintenance of the new Fire Department Headquarters facility located at 1176 E. Chapman Ave. in the City of Orange to the existing landscape maintenance contract. Nieves Landscape to perform weekly landscape and irrigation maintenance per the existing city contract. All specifications and frequencies to be same as the existing contract.

Total Additional Monthly Fee: \$664.00

**The proposal rates are based on landscape maintenance prevailing wage rates and is valid for (30) days from date of proposal. If you have any questions or require any additional information, please call our office at (714) 641-3071. If you decide to proceed with this proposal, please sign below and return it for prompt scheduling.*

Sincerely,

NIEVES LANDSCAPE, INC.

Tony Gomez
Field Supervisor
TG/jc

Accepted: _____ Date: _____



Grant Pickering
CITY OF ORANGE
230 E. Chapman Ave.
Orange, CA 92866

March 3, 2023

RE: **#412-160– CITY OF ORANGE FACILITIES AND RIGHT OF WAYS – Additional Area**
New Fire Department HQ Parking Lot

Dear Grant,

Nieves Landscape Inc. is pleased to submit the following proposal to add landscape maintenance of the new Fire Department Headquarters parking lot located at 180 Water Street in the City of Orange to the existing landscape maintenance contract. Nieves Landscape to perform weekly landscape and irrigation maintenance per the existing city contract. All specifications and frequencies to be same as the existing contract.

Total Additional Monthly Fee: \$496.00

**The proposal rates are based on landscape maintenance prevailing wage rates and is valid for (30) days from date of proposal. If you have any questions or require any additional information, please call our office at (714) 641-3071. If you decide to proceed with this proposal, please sign below and return it for prompt scheduling.*

Sincerely,

NIEVES LANDSCAPE, INC.

Tony Gomez
Field Supervisor
TG/ jc

Accepted: _____ Date: _____



Grant Pickering
CITY OF ORANGE
230 E. Chapman Ave.
Orange, CA 92866

March 3, 2023

RE: **#412-161 CITY OF ORANGE FACILITIES AND RIGHT OF WAYS – Remedial Landscape Services**
New Fire Department HQ Parking Lot Planter Cleanup

Dear Grant,

Nieves Landscape Inc. is pleased to submit the following proposal to remove & cleanup existing weeds in planter on the north side of the drive and provide mulch.

Qty	Description	Unit	Total
1.75	Cubic Yards of Mulch	\$85.00 /ea.	\$148.75
2	Hours – Laborer	\$29.00 / hr.	\$58.00
2	Hours – Foreman	\$45.00 / hr.	\$90.00

Total Material & Labor: \$296.75

**The proposal rates are based on landscape maintenance prevailing wage rates and is valid for (30) days from date of proposal. If you have any questions or require any additional information, please call our office at (714) 641-3071. If you decide to proceed with this proposal, please sign below and return it for prompt scheduling.*

Sincerely,

NIEVES LANDSCAPE, INC.

Tony Gomez
Field Supervisor
TG/ jc

Accepted: _____ Date: _____