

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
RANDY BATES
dba
NATURESCAPE SERVICES
for
BROADWAY LANDING AND PASEO
MAINTENANCE SERVICES
AGREEMENT NO. 263-2015**

The parties to this Amendment No. 1 to Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and RANDY BATES, doing business as NATURESCAPE SERVICES, a California Sole Proprietorship (Service Provider).

Recitals:

District and Service Provider are parties to an Agreement for Park Maintenance Services. The agreement is on file in the Office of the District Clerk as Document No. 64271 dated December 21, 2015. It is now proposed to change the agreement title, reduce the agreement amount by \$185,481 from a total of \$1,237,648 to \$1,052,167, amend the scope of services and compensation & invoicing.

The Parties Agree:

1. Agreement title shall be changed to the following: **'Broadway Landing and Paseo Maintenance Services'**
2. Section 3, **COMPENSATION**, replace 3.a Maximum Expenditure to the following:
 - a. **Maximum Expenditure.** District shall compensate Service Provider a fee not to exceed \$1,052,167.00 for the satisfactory completion of the monthly scheduled services as defined in Attachment A, Scope of services and as priced in Attachment B, Compensation & Invoicing. District shall also compensate Service Provider an amount not to exceed \$85,000.00 for any

additional services authorized as outlined in section 3.c below. The maximum expenditure under this Agreement shall not exceed \$1,052,167.00. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.

3. Attachment A, **SCOPE OF SERVICES** shall be amended with the following:

a. Section A, **General Information**

- i. Remove Paragraph 2
- ii. Remove words "Turf Maintenance" from Paragraph 4

b. Section D, **Execution**

- i. Remove Lane Field from Item 13, Comfort Station Maintenance
- ii. Remove Item 18, Turf Maintenance
- iii. Remove word Lawn from title and body of Item 19, Lawn and Landscape Irrigation

4. Attachment B, **FEE SCHEDULE**, replace Scheduled Services Fee Schedule, Item 2 of Section 1.a with the following:

<u>Service</u>	<u>Monthly Rate</u>
Landscape Maintenance	\$4,500.00
Janitorial Services (exterior & comfort stations)	\$7,756.00
Pest Rodent Management	\$ 575.00
Pavilion Structure Cleaning	\$3,200.00
Kiosk Building	\$3,200.00
Roof/Gutter Inspection & Debris removal	\$3,200.00

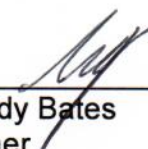
*This is a cost reduction of \$5,013 per month, over 37 months (June 1, 2016 – June 30, 2019)

5. All other terms, covenants, and conditions in the original Agreement shall remain in full force and effect and shall be applicable to this Amendment.

SAN DIEGO UNIFIED PORT DISTRICT

**RANDY BATES DBA
NATURESCAPE SERVICES**

Marcus J. Cromartie
Director, General Services


Randy Bates
Owner

Approved as to form and legality:
GENERAL COUNSEL

By: Assistant/Deputy

A manually signed copy of this Amendment transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.