

AMENDMENT 1 TO PUBLIC WORKS AGREEMENT

THIS AMENDMENT 1 TO PUBLIC WORKS AGREEMENT, dated _____, 20__, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Rancho Del Oro Landscape & Maintenance Inc., hereinafter designated as "CONTRACTOR."

RECITALS

WHEREAS, CITY and CONTRACTOR are the parties to a Public Works Agreement ("Agreement"), dated June 18, 2025, wherein Contractor provides Landscape Maintenance Services for El Corazon Medians, Senior Center and Aquatic Center, and the Navigation Center at 3127-3135 Oceanside Boulevard for the CITY for a term of one year, which commenced on July 1, 2025 and is scheduled to expire on June 30, 2026 and;

WHEREAS, CONTRACTOR and CITY desire to amend the Agreement to extend the term for a one-year period, and modify the total compensation for the one-year term.

AMENDMENT

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties hereto agree that the Agreement shall be amended as follows:

1. **Section 1. SCOPE OF WORK**. Exhibit B shall be updated and revised to reflect the services and pricing to be provided for Fiscal Year 2026/2027 pursuant to the attached revised Exhibit "B" pricing matrix. The prices indicated are estimates based on landscape services to be rendered. Product costs shall remain the same per agreement.

2. **Section 3. TERM OF THE AGREEMENT**, is hereby amended as follows:

The term of this AGREEMENT shall be extended for a period of one-year, effective **July 1, 2026** and ending on **June 30, 2027**, unless terminated sooner as provided for in this AGREEMENT.

3. **Section 10. COMPENSATION**, is hereby amended as follows:

CONTRACTOR'S compensation for all work performed in accordance with this Amendment shall not exceed the **total one-year price of \$73,264** (total one-year contract price includes a contingency of \$10,000, available for as-needed projects requested by CITY during the term of this AGREEMENT), with total compensation under the Agreement not to exceed \$138,440. No work shall be performed by CONTRACTOR in excess of the total contract price without prior written approval of the

**AMENDMENT 1 TO
PUBLIC WORKS AGREEMENT**


CITY. CONTRACTOR shall obtain approval by the CITY prior to performing any work that results in incidental expenses to the CITY.

4. All other terms, conditions, covenants and provisions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Amendment 1 to Agreement to be executed by setting hereunto their signatures on the day and year respectively written herein below.

**RANCHO DEL ORO LANDSCAPE
& MAINTENANCE, INC.**

CITY OF OCEANSIDE

By:  Alberto Cardenas / CEO
Name/Title

By: _____
Jonathan Borrego
City Manager

Date: 6/01/26

By:  Edgar Cardenas / CFO
Name/Title

APPROVED AS TO FORM:

Date: 6/01/26

 Patricia Hamilton, C.P.S.S.T.
City Attorney

NOTARY ACKNOWLEDGMENTS OF SIGNATURE(S) MUST BE ATTACHED

***Please see attached
notarial certificate.***

**AMENDMENT 1 TO
PUBLIC WORKS AGREEMENT**

**EXHIBIT "B"
Pricing Matrix**

Maintenance Location	Monthly Cost	Annual Cost
El Corazon Medians between Hugh La Bounty and South El Corazon	<u>\$1,273.00</u>	<u>\$15,276.00</u>
El Corazon Senior Center - 3489 Village Commercial Drive	<u>\$1,454.00</u>	<u>\$17,448.00</u>
El Corazon Aquatic Center - 3425 Hero Drive	<u>\$1,454.00</u>	<u>\$17,448.00</u>
Navigation Center - 3127-3135 Oceanside Boulevard	<u>\$1,091.00</u>	<u>\$13,092.00</u>
Total Agreement Cost for the Above Locations	<u>\$5,272.00</u>	<u>\$63,264.00</u>

This pricing is intended to cover the following:

- Weekly landscape maintenance services
- Supervision
- Irrigation management
- Fertilization three times per year
- Monthly landscape inspections with management upon request.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On 6/1/2026 before me, John Gabbour, Notary Public
(insert name and title of the officer)

personally appeared Albertano Cardenas and Edgar Cardenas,
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.

Signature  (Seal)

