



108-0212023-002

Agenda Item **No. 5(b)**
Meeting of October 3, 2023

MEMORANDUM

TO: Community Investment and Infrastructure Commissioners

FROM: Thor Kaslofsky, Executive Director

SUBJECT: Authorizing a Third Amendment to the Personal Services Contract with Forster & Kroeger Landscape Maintenance, Inc., a California corporation, to extend the contract term by up to three months and increase the total expenditure authority by \$34,036, for a total overall contract expenditure authority of up to \$605,140, to provide continued landscape maintenance services in Community Facilities District No. 1 (South Beach) with funding provided by special taxes levied under the Mello-Roos Community Facilities Act; former Rincon Point-South Beach Redevelopment Project Area

EXECUTIVE SUMMARY

The Successor Agency to the Redevelopment Agency of the City and County of San Francisco ("Successor Agency") acts as the legislative body for community facilities districts established by the former San Francisco Redevelopment Agency ("Former Agency"). This includes Community Facilities District No. 1 (South Beach) ("CFD 1"), established by the Former Agency in 1988 to fund the cost of installation and maintenance of streetscape and plaza improvements constructed in the former Rincon Point South Beach Redevelopment Project Area. In furtherance of this maintenance obligation, the Commission authorized a contract in 2017 with Forster & Kroeger Landscape Maintenance, Inc. ("Contractor") to provide maintenance services within CFD 1 (and as amended by the Commission in 2020 and 2023, the "Current Contract") with a budget of \$571,104 that is funded solely by special taxes authorized under the Mello Roos Community Facilities Act of 1982.

London N. Breed
MAYOR

Thor Kaslofsky
EXECUTIVE DIRECTOR

Bivett Brackett
CHAIR

Dr. Carolyn Ransom-Scott
Vanessa Aquino
Tamsen Drew
COMMISSIONERS

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San Francisco, CA
94103

415 749 2400

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The Current Contract expires October 31, 2023. On September 6, 2023, OCII issued a request for proposals for landscape maintenance and related services for CFD No. 1 ("RFP"). To provide for greater outreach to potential small business contractors consistent with OCII Contracting Policies, the RFP provides a thirty-day outreach period followed by respondent interviews. This process is currently planned to conclude with OCII staff presenting the selected contractor to the Commission for approval on December 5, 2023, although it is possible that the deadline for submissions may be extended depending on responses to the RFP. As a result, a third amendment to the Original Contract is necessary to provide a short-term extension and commensurate budget increase ("Third Amendment") to allow OCII to complete the RFP process.

Staff recommends authorizing a Third Amendment to the Personal Services Contract with Forster & Kroeger Landscape Maintenance, Inc., a California corporation, to extend the termination date of the Current Contract on a month-to-month basis at the Executive Director's discretion for a period of up to three months, from October 31, 2023 to up to January 31, 2024, and increase the Budget of the Contract by a total of up to \$34,036 (which includes \$8,012 monthly service charge for up to three months and an additional \$10,000 contingency for unanticipated additional services), which will result in overall contract expenditure authority of \$605,140.

BACKGROUND

In 1988, by Resolution Nos. 186-88 through 191-88, the Former Agency established CFD 1 pursuant to California Government Code Section 53311 et seq. (the Mello-Roos Community Facilities Act of 1982). Special taxes paid by private property owners within CFD 1 funded the construction, and now fund the maintenance, of four plazas, streetscape improvements, and irrigation and lighting systems located in the South Beach portion of the former Rincon Point South Beach Redevelopment Project Area. The CFD 1 area is bounded by The Embarcadero, Beale, Bryant, Federal, Brannan, CP Kelly and Townsend Streets. The improvements funded by CFD 1 are a highly visible amenity for the South Beach area and provide significant benefit to residents and visitors.

In 2012, the State of California dissolved all redevelopment agencies, including the Former Agency under California Health and Safety Code §§ 34170 et seq. (the "Redevelopment Dissolution Law"). The Successor Agency administers the obligations of the Former Agency pursuant to Redevelopment Dissolution Law and San Francisco Ordinance No. 215-12 (October 4, 2012), which established the Successor Agency Commission ("Commission") and delegated to it state authority under Redevelopment Dissolution Law.

The Former Agency exercised state authority under the Mello-Roos Act (rather than Community Redevelopment Law) in forming CFD 1 and funding its facilities and services, and the Commission, as successor to the Former Agency, is the legislative body for CFD 1 that administers the Former Agency's obligations under CFD 1. This includes annually reviewing and approving the level of special taxes collected from CFD 1 to fund operations, and authorizing contracts for maintenance of the CFD 1 facilities.

After a competitive solicitation process, the Commission approved by Resolution No. 37-2017 (October 3, 2017), the selection of the Contractor for the Original Contract for an initial three-year term beginning November 1, 2017, to provide maintenance services within CFD 1. The Original Contract also authorized the Executive Director to enter into the Current Contract under a three-year additional term ending October 31, 2023. The Original Contract did not specify budget authority for the additional term, so on October 6, 2020, by Resolution No. 25-2020, the Commission authorized the budget authority of the Current Contract of \$551,104.

On May 2, 2023, by Resolution No. 14-2023, the Commission increased the total contingency expenditure authority under the Current Contract by \$20,000, to a total of \$54,840, to respond to several unanticipated repairs needed to CFD 1 facilities. This increase resulted in a total Current Contract budget authorization of \$571,104.

The Current Contract terminates on October 31, 2023. On September 6, 2023, OCII issued a RFP for landscape maintenance and related services for CFD No. 1. To provide for greater outreach to potential small business contractors consistent with OCII Contracting Policies, the RFP provides for a thirty-day outreach period followed by respondent interviews. This process is currently planned to conclude with OCII staff presenting the selected contractor to the Commission for approval on December 5, 2023, although it is possible that the deadline for submissions may be extended depending on responses to the RFP.

DISCUSSION

Given the outreach period provided for under the RFP, there will be an approximately 45-day gap between the termination of the Current Contract and the execution of a new contract for CFD 1 maintenance services. To address this, staff are proposing to amend the Current Contract to provide a short-term extension of the term and a commensurate budget increase, which will allow OCII to retain maintenance services at CFD 1 while completing the RFP process.

The proposed Third Amendment would allow a month-to-month extension for up to three months ending no later than January 31, 2024, at the discretion of the Executive Director. The Current Contract has approximately a \$15,500 maintenance budget and \$9,700 contingency remaining. The Third Amendment would increase the contract expenditure authority by a total of \$34,036, creating a \$24,036 budget balance and \$19,700 contingency for the Third Amendment term. Planned costs include an \$8,012 monthly service charge and an additional \$10,000 contingency for unanticipated additional services. This would result in overall contract expenditure authority (both spent and unspent) under the entire contract term since 2017 of \$605,140. These costs are funded solely from special taxes levied on property within CFD 1.

SMALL BUSINESS ENTERPRISE AND WORKFORCE COMPLIANCE

The Contractor is a minority-owned business certified by the State of California, Department of General Services (DGS) as a Small Business Enterprise ("SBE"), is compliant with OCII's Nondiscrimination in Contracts and Benefits, Minimum Compensation, and Health Care Accountability Policies, and has satisfactorily performed under the Current Contract.

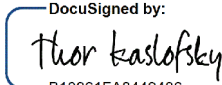
CALIFORNIA ENVIRONMENTAL QUALITY ACT

Authorization of the Third Amendment is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15301(h), because it authorizes funding for the continued operation, repair, maintenance or minor alteration of existing community facilities or topographical features with negligible or no expansion of existing uses and will not independently result in a significant physical effect on the environment.

STAFF RECOMMENDATION

Staff recommends authorizing a Third Amendment to the Personal Services Contract with Forster & Kroeger Landscape Maintenance, Inc., a California corporation, to extend the Current Contract's term by up to three months (on a month-to-month basis at the Executive Director's discretion) and increase the total expenditure authority by up to \$34,036, to a total overall contract expenditure authority of up to \$605,140.

*(Originated by Marie Munson, Senior Development Specialist and Aaron Foxworthy,
Deputy General Counsel & Real Estate Services Manager)*

DocuSigned by:

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Thor Kaslofsky
Executive Director

Attachment A: Third Amendment to the Personal Services Contract with Forster & Kroeger Landscape Maintenance, Inc.

Attachment B: Personal Services Contract with Forster & Kroeger Landscape Maintenance, Inc and First & Second Amendments to Personal Services Contract with Forster & Kroeger Landscape Maintenance, Inc.

**Third Amendment to the Personal Services Contract
with Forster & Kroeger Landscape Maintenance, Inc.**

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE/
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND
COUNTY OF SAN FRANCISCO

SECOND AMENDMENT TO THE PERSONAL SERVICES CONTRACT

This SECOND AMENDMENT to the Personal Services Contract (“**Third Amendment**”) is entered into as of October 3, 2023 (the “**Effective Date**”) by and between the OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, organized and existing under the laws of the State of California (“**OCII**”), and Forster & Kroeger Landscape Maintenance, Inc, a California Corporation (“**Contractor**”).

RECITALS

This Third Amendment is made with reference to the following facts and circumstances:

A. Community Facilities District No.1 (South Beach) (“**CFD No. 1**”) was established in 1988 by the former Redevelopment Agency of the City and County of San Francisco (“**Former Agency**”) Resolution Nos. 186-88 through 191-88 pursuant to the Mello-Roos Act to fund construction and maintenance of certain improvements including plazas, streetscape improvements, and lighting and irrigation systems within the boundaries of the CFD No. 1 geographic area, which is bounded by Embarcadero, Beale, Bryant, Federal, Brannan, CP Kelly and Townsend Streets and located in the South Beach portion of the Rincon Point-South Beach Redevelopment Project Area. The CFD No. 1 improvements are a highly visible amenity for the area and represent a significant capital investment to the property owners and OCII.

B. OCII has responsibility for providing landscape maintenance services within the CFD No. 1 area. The Successor Agency Commission (“**Commission**”) first approved a personal services contract with Forster & Kroeger Landscape Maintenance, Inc., a California Corporation (“**Contractor**”), to provide landscape maintenance services to CFD No.1 on October 3, 2017, by Resolution 37-2017, and approved a first amendment to the contract on October 6, 2020 by Resolution No. 17-2020 and second amendment to the contract on May 2, 2023 by Resolution No 14-2023, (as amended, the “**Current Contract**”).

C. OCII and Contractor now wish to extend the term of the Current Contract and increase the budget to accommodate this extension. Thus, the parties now seek to enter into this Third Amendment to extend the termination date of the Current Contract on a month-to-month (or portion thereof) basis at the Executive Director’s discretion for a period of up to three months, from October 31, 2023 to up to January 31, 2024, and increase the Budget of the Contract by a total of up to \$34,036 (which includes \$8,012 monthly service charge for up to three months and an additional \$10,000 Contingency for unanticipated additional services), bringing the total Budget

to \$605,140, upon the basis of the terms, covenants, and conditions set forth below. Together, the Current Contract and this Third Amendment comprise the “**Contract.**”

AGREEMENT

NOW, THEREFORE, OCII and the Contractor agree as follows:

1. The Current Contract shall be amended as follows:

Section 2. Time of Completion is amended to add a new subsection C, as follows:

C. Additional Short-Term Extension. Prior to termination of the Contract as extended by section 2.B, above, this Contract may be extended, on a month-to-month (or portion thereof) basis at the option of the Executive Director of OCII, for up to three months, on all of the same terms and conditions. If OCII exercises this extension, OCII will give written notice to Contractor not later than 15 days prior to each monthly extension, and before the expiration of the term then in effect.

Section 3A. Compensation is amended as follows:

A. Compensation:

The maximum amount payable under this Contract is ~~FIVE HUNDRED SEVENTY ONE THOUSAND ONE HUNDRED AND FOUR DOLLARS (\$571,104)~~ SIX HUNDRED AND FIVE THOUSAND ONE HUNDRED FORTY DOLLARS (\$605,140). Payment shall be made according to the schedule and terms described herein.

<u>Year</u>	<u>Date</u>	<u>Monthly</u>	<u>Annual</u>
Year 1	11/1/2017-10/31/2018	\$6,725	\$80,700
Year 2	11/1/2018-10/31/2019	\$6,907	\$82,884
Year 3	11/1/2019-10/31/2020	\$7,025	\$84,300
Year 4	11/1/2020-10/31/2021	\$7,236*	\$86,829*
Year 5	11/1/2021-10/31/2022	\$7,453*	\$89,434*
Year 6	11/1/2022-10/31/2023	\$7,676*	\$92,117*

Extension 11/01/2023 until termination \$8,012[†]

Contingency for change orders (payable only to the extent of any change orders) \$564,840

Total (up to) \$571,104 \$605,140

* = approximation

[†] = or prorated amount for applicable portion of month

At the conclusion of each 12-month service period there will be an annual Consumer Price Index (“CPI”) change in the compensation paid to Contractor. The chart above shows approximations

for Years 4, 5 and 6 assuming an annual 3% increase. The actual Years 4, 5 and 6 annual compensations (to be prorated and paid monthly) will be calculated using the 12-month percent change in CPI-U for All Urban Consumers published by the U.S. Bureau of Labor Statistics for August.

All expenses of Contractor are included in the amounts payable pursuant to **Attachment B, Budget**, and no expenses shall be reimbursed separately. Contractor will submit monthly billing invoices to OCII. OCII staff will review and approve these invoices for payment.

- a. The first sentence of **ATTACHMENT B: BUDGET** is amended as follows:

The maximum amount payable under this contract is \$605,140.

2. Miscellaneous

- a. This Third Amendment constitutes a part of the Contract and any reference to the Contract shall be deemed to include a reference to the Current Contract as amended by this Third Amendment.
- b. Except as otherwise amended hereby, all terms, covenants, conditions and provisions of the Contract shall remain in full force and effect.
- c. The Third Amendment shall be binding upon and inure to the benefit of the successors and assigns for OCII and the Contractor, subject to the limitations set forth in the Contract.
- d. This Third Amendment may be executed in any number of counterparts, all of which, together, shall constitute the original agreement.

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IN WITNESS WHEREOF OCII and Contractor have executed this Third Amendment as of the date first above written.

FORSTER & KROEGER LANDSCAPE
MAINTENANCE, INC., a California corporation

By: _____
Raul Garcia
President
Federal Tax Identification No. 68-0407551

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY
AND COUNTY OF SAN FRANCISCO, a public
body, organized and existing under the laws of the
State of California

By: _____
Thor Kaslofsky
Executive Director

APPROVED AS TO FORM:

By: _____
James B. Morales
General Counsel

Authorized by Resolution No. _____, adopted _____.

**First Amendment to the Personal Services Contract
with Forster & Kroeger Landscape Maintenance, Inc.**

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE/
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND
COUNTY OF SAN FRANCISCO

FIRST AMENDMENT TO THE PERSONAL SERVICES CONTRACT

This FIRST AMENDMENT to the Personal Services Contract (“**First Amendment**”) is entered into as of October 6, 2020 (the “**Effective Date**”) by and between the OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic (“**OCII**” or “**Successor Agency**”), and Forster & Kroeger Landscape Maintenance, Inc, a California Corporation (“**Contractor**”).

RECITALS

This First Amendment is made with reference to the following facts and circumstances:

A. Community Facilities District No.1 (South Beach) (“**CFD No. 1**”) was established in 1988 by the former Redevelopment Agency of the City and County of San Francisco (“**Former Agency**”) Resolution Nos. 186-188 through 191-88 pursuant to the Mello-Roos Act to fund construction and maintenance of certain improvements including plazas, streetscape improvements, and lighting and irrigation systems within the boundaries of the CFD No. 1 geographic area, which is bounded by Embarcadero, Beale, Bryant, Federal, Brannan, CP Kelly and Townsend Streets and is the South Beach portion of the Rincon Point-South Beach Redevelopment Project Area. The CFD No. 1 improvements are a highly visible amenity for the area and represent a significant capital investment to the property owners and the Office of Community Investment and Infrastructure (“**OCII**”), as the successor agency to the Former Agency.

B. OCII has responsibility for providing landscape maintenance services within the CFD No. 1 area. On October 3, 2017, OCII approved a personal services contract (“**Original Contract**”) with Forster & Kroeger Landscape Maintenance, Inc., a California Corporation (“**Contractor**”) to provide landscape maintenance services to CFD No.1 for an initial three-year term, with one three-year option to extend, for a total not-to-exceed expenditure authority of \$274,436.

C. The initial term of the Original Contract began on November 1, 2017 and ends on October 31, 2020 (“**Initial Term**”). The three-year extension term begins on November 1, 2020 and ends on October 31, 2023 (“**Extension Term**”). Concurrently with approval of funding for the Extension Term, OCII will exercise its option to extend the Contract. The \$274,436 Original Contract expenditure authority covered the Initial Term’s costs. The total not-to-exceed amount of the Original Contract is not sufficient to cover the budget for the Extension Term. An amendment

to the Contract is necessary to allow the Contractor to continue to provide landscaping maintenance services to CFD No. 1 during the Extension Term (“**First Amendment**”).

D. The Original Contract will continue to require landscaping maintenance services over the Extension Term. Therefore, OCII and Contractor seek to enter into this First Amendment to increase the not-to-exceed expenditure authority of the Contract upon the basis of the terms, covenants, and conditions set forth below. Together, the Original Contract and this First Amendment comprise the “**Contract**”.

AGREEMENT

NOW, THEREFORE, OCII and the Contractor agree as follows:

1. The Original Contract shall be amended as follows:
 - a. Section 3A. Compensation is deleted in its entirety and replaced with the following:

A. Compensation:

The maximum amount payable under this Contract is FIVE HUNDRED FIFTY-ONE THOUSAND ONE HUNDRED AND FOUR DOLLARS (\$551,104). Payment shall be made according to the schedule and terms described herein.

Year	Date	Monthly	Annual
Year 1	11/1/2017-10/31/2018	\$6,725	\$80,700
Year 2	11/1/2018-10/31/2019	\$6,907	\$82,884
Year 3	11/1/2019-10/31/2020	\$7,025	\$84,300
Year 4	11/1/2020-10/31/2021	\$7,236*	\$86,829*
Year 5	11/1/2021-10/31/2022	\$7,453*	\$89,434*
Year 6	11/1/2022-10/31/2023	\$7,676*	\$92,117*

Contingency for change orders (payable only to the extent of any change orders)	\$34,840
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Total	\$551,104
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* = approximation

At the conclusion of each 12-month service period there will be an annual Consumer Price Index (“CPI”) change in the compensation paid to Contractor. The chart above shows approximations for Years 4, 5 and 6 assuming an annual 3% increase. The actual Years 4, 5 and 6 annual compensations (to be prorated and paid monthly) will be calculated using the 12-month percent change in CPI-U for All Urban Consumers published by the U.S. Bureau of Labor Statistics for August.

All expenses of Contractor are included in the amounts payable pursuant to **Attachment B, Budget**, and no expenses shall be reimbursed separately. Contractor will submit monthly billing invoices to OCII. OCII staff will review and approve these invoices for payment.

b. The first sentence of **ATTACHMENT B: BUDGET** is amended as follows:

The maximum amount payable under this contract is ~~\$551,104~~\$274,436.

2. Miscellaneous

- a. This First Amendment constitutes a part of the Contract and any reference to the Contract shall be deemed to include a reference to the Contract as amended by this First Amendment.
- b. Except as otherwise amended hereby, all terms, covenants, conditions and provisions of the Contract shall remain in full force and effect.
- c. The First Amendment shall be binding upon and inure to the benefit of the successors and assigns for OCII and the Contractor, subject to the limitations set forth in the Contract.
- d. This First Amendment may be executed in any number of counterparts, all of which, together, shall constitute the original agreement.

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IN WITNESS WHEREOF OCII and Contractor have executed this First Amendment as of the date first above written.

Forster & Kroeger Landscape Maintenance, Inc., a California corporation

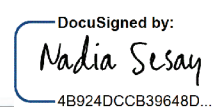
By: _____


Raul Garcia
President

Federal Tax Identification No. 68-0407551

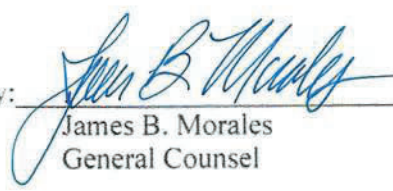
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY
AND COUNTY OF SAN FRANCISCO, a public body, organized and existing under the laws of
the State of California

By: _____

DocuSigned by:

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Nadia Sesay
Executive Director

APPROVED AS TO FORM:

By: _____


James B. Morales
General Counsel

Authorized by Resolution No. 25-2020, adopted October 6, 2020

**Second Amendment to the Personal Services Contract
with Forster & Kroeger Landscape Maintenance, Inc.**

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE/
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND
COUNTY OF SAN FRANCISCO

SECOND AMENDMENT TO THE PERSONAL SERVICES CONTRACT

This SECOND AMENDMENT to the Personal Services Contract (“**Second Amendment**”) is entered into as of May 15, 2023 (the “**Effective Date**”) by and between the OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, organized and existing under the laws of the State of California (“**OCII**”), and Forster & Kroeger Landscape Maintenance, Inc, a California Corporation (“**Contractor**”).

RECITALS

This Second Amendment is made with reference to the following facts and circumstances:

A. Community Facilities District No.1 (South Beach) (“**CFD No. 1**”) was established in 1988 by the former Redevelopment Agency of the City and County of San Francisco (“**Former Agency**”) Resolution Nos. 186-88 through 191-88 pursuant to the Mello-Roos Act to fund construction and maintenance of certain improvements including plazas, streetscape improvements, and lighting and irrigation systems within the boundaries of the CFD No. 1 geographic area, which is bounded by Embarcadero, Beale, Bryant, Federal, Brannan, CP Kelly and Townsend Streets and located in the South Beach portion of the Rincon Point-South Beach Redevelopment Project Area. The CFD No. 1 improvements are a highly visible amenity for the area and represent a significant capital investment to the property owners and OCII.

B. OCII has responsibility for providing landscape maintenance services within the CFD No. 1 area. The Successor Agency Commission (“**Commission**”) first approved a personal services contract with Forster & Kroeger Landscape Maintenance, Inc., a California Corporation (“**Contractor**”), to provide landscape maintenance services to CFD No.1 on October 3, 2017, by Resolution 37-2017, and approved a first amendment to the contract on October 6, 2020 by Resolution No. 17-2020 (as amended, the “**Original Contract**”).

C. The Original Contract provides a contingency expenditure authority of \$34,840 for unforeseen maintenance and repairs under the Contract and extra work not specified in the Scope of Services, Attachment A to the Contract (“**Scope of Services**”). OCII has authorized the expenditure of the full \$34,840 contingency amount. A second amendment (“**Second Amendment**”) to the Original Contract is necessary to increase the total contingency expenditure authority to allow OCII and the Contractor to address any unforeseen additional maintenance and

repairs and extra work not included in the Scope of Services until the end of the Original Contract in October 2023.

D. Therefore, OCII and Contractor seek to enter into this Second Amendment to increase the not-to-exceed contingency expenditure authority of the Contract by \$20,000, to a total of \$54,840, upon the basis of the terms, covenants, and conditions set forth below. Together, the Original Contract and this Second Amendment comprise the “**Contract.**”

AGREEMENT

NOW, THEREFORE, OCII and the Contractor agree as follows:

1. The Original Contract shall be amended as follows:

a. Section 3A. Compensation is amended as follows:

A. Compensation:

The maximum amount payable under this Contract is FIVE HUNDRED ~~SEVENTYFIFTY-~~ ONE THOUSAND ONE HUNDRED AND FOUR DOLLARS (\$~~57~~51,104). Payment shall be made according to the schedule and terms described herein.

<u>Year</u>	<u>Date</u>	<u>Monthly</u>	<u>Annual</u>
Year 1	11/1/2017-10/31/2018	\$6,725	\$80,700
Year 2	11/1/2018-10/31/2019	\$6,907	\$82,884
Year 3	11/1/2019-10/31/2020	\$7,025	\$84,300
Year 4	11/1/2020-10/31/2021	\$7,236*	\$86,829*
Year 5	11/1/2021-10/31/2022	\$7,453*	\$89,434*
Year 6	11/1/2022-10/31/2023	\$7,676*	\$92,117*

Contingency for change orders (payable only to the extent of any change orders)	\$ 53 <u>34</u> ,840 ¹
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Total	\$ 57 <u>51</u> ,104
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* = approximation

At the conclusion of each 12-month service period there will be an annual Consumer Price Index (“CPI”) change in the compensation paid to Contractor. The chart above shows approximations for Years 4, 5 and 6 assuming an annual 3% increase. The actual Years 4, 5 and 6 annual compensations (to be prorated and paid monthly) will be calculated using the 12-month percent change in CPI-U for All Urban Consumers published by the U.S. Bureau of Labor Statistics for August.

¹ As of the date of this Second Amendment, \$20,000 remains unallocated and available for future contingency work.

All expenses of Contractor are included in the amounts payable pursuant to **Attachment B, Budget**, and no expenses shall be reimbursed separately. Contractor will submit monthly billing invoices to OCII. OCII staff will review and approve these invoices for payment.

- b. The first sentence of **ATTACHMENT B: BUDGET** is amended as follows:

The maximum amount payable under this contract is \$~~57~~51,104.

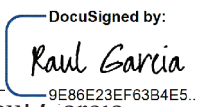
2. Miscellaneous

- a. This Second Amendment constitutes a part of the Contract and any reference to the Contract shall be deemed to include a reference to the Original Contract as amended by this Second Amendment.
- b. Except as otherwise amended hereby, all terms, covenants, conditions and provisions of the Contract shall remain in full force and effect.
- c. The Second Amendment shall be binding upon and inure to the benefit of the successors and assigns for OCII and the Contractor, subject to the limitations set forth in the Contract.
- d. This Second Amendment may be executed in any number of counterparts, all of which, together, shall constitute the original agreement.

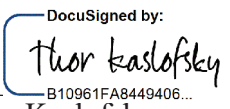
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IN WITNESS WHEREOF OCII and Contractor have executed this Second Amendment as of the date first above written.

FORSTER & KROEGER LANDSCAPE
MAINTENANCE, INC., a California corporation

By:  _____
Raul Garcia
President
Federal Tax Identification No. 68-0407551

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY
AND COUNTY OF SAN FRANCISCO, a public
body, organized and existing under the laws of the
State of California

By:  _____
Thor Kaslofsky
Executive Director

APPROVED AS TO FORM:

By:  _____
James B. Morales
General Counsel

Authorized by Resolution No. _____, adopted _____.