

**AMENDMENT NO. 3
TO AGREEMENT FOR CONTRACTOR SERVICES**

Excel Landscape, Inc.

Annual Citywide Landscape Maintenance Services

This Amendment No. 3 to Agreement for Contractor Services is made and entered into as of 2/25/2025, by and between the City of Lake Elsinore, a municipal corporation ("City"), and Excel Landscape, Inc., a Corporation ("Contractor").

RECITALS

A. The City and Contractor have entered into that certain Agreement for Contractor Services dated as of 10/27/2020, (the "Original Agreement"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

B. The Original Agreement provided for compensation to Contractor in an amount of Two Hundred Thirteen Thousand Three Hundred dollars (\$213,300.00).

C. The Original Agreement had a term commencing October 27, 2020, and ending on June 30, 2023.

D. Amendment No. 1 was approved on July 12, 2022, to increase the compensation in an amount not to exceed Two Hundred Sixty-Six Thousand Three Hundred dollars (\$266,300.00).

E. Amendment No. 2 was approved on April 25, 2023, to increase the compensation in an amount not to exceed Three Hundred Fifty-Three Thousand dollars (\$353,000.00).

F. The parties now desire to increase the payment for such services as set forth in this Amendment No. 3 for an annual amount not to exceed \$444,000.00.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Contractor agree as follows:

1. Section 1, Scope of Services of the Original Agreement is hereby amended to add the following:

In addition to the Scope of Services attached to the Original Agreement and Amendments No. 1 and No. 2, Contractor shall also perform the services described in Contractor's Proposal attached to this Amendment No. 3 as Exhibit A-3. Contractor shall provide such services and related work at the time, place, and in the manner specified in Contractor's Scope of Work (Exhibit A-3), subject to the direction of the City through its staff that it may provide from time to time.

2. Section 3, Compensation, of the Original Agreement is hereby amended to read in its entirety as follows:

Compensation to be paid to Contractor shall be in accordance with the fees set forth in the Contractor's Proposal (Exhibit A to the Original Agreement

as amended by Amendment No. 1, Amendment No. 2 and the Contractor's Proposal attached as Exhibit A-3 to this Amendment No. 3 and incorporated herein by reference). For purposes of Amendment No. 3 and the term thereof, compensation to be paid to Contractor shall be in accordance with the Schedule of Charges set forth in Contractor's Proposal (referenced collectively as Exhibit A-3 Amendment No. 3). In no event shall Contractor's annual compensation exceed Four Hundred Forty-Four Thousand dollars (\$444,000.00) without additional written authorization from the City. Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

a. Except for the changes specifically set forth herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to be executed on the respective dates set forth below.

"CITY"

CITY OF LAKE ELSINORE, a municipal

"CONTRACTOR"

Excel Landscape, Inc., a Corporation

City Manager

Jose Alfaro, Sr

Date:_____

Date:_____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

Attachments: Exhibit A-3 – Contractor 's Proposal

EXHIBIT A-1

CONTRACTOR 'S PROPOSAL

[ATTACHED]