

**AMENDMENT NO. 2
TO AGREEMENT FOR CONTRACTOR SERVICES**

Excel Landscape, Inc.

Annual Citywide Landscape Maintenance Services

This Amendment No. 2 to Agreement for Contractor Services is made and entered into as of 4/25/2023, 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).

C. Amendment No. 1 was approved on July 12, 2022, to increase the compensation in an amount of Two Hundred Sixty-Six Thousand Three Hundred dollars (\$266,300).

D. The parties now desire to amend the scope of services and increase the payment for such services as set forth in this Amendment No 2.

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:

Contractor shall also perform the services described in Contractor 's Proposal (attached to this Amendment No. 2 as Exhibit A-2). Contractor shall provide such services at the time, place, and in the manner specified in Exhibit A-2, 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:

Notwithstanding the foregoing, for purposes of Amendment No. 2 and the term thereof, compensation to be paid to Contractor shall be in accordance with the Schedule of Charges set forth in Contractor's Proposals (referenced collectively as Exhibit A-1 to Amendment No. 1 and Exhibit A-2 of Amendment No. 2). In no event shall Contractor 's compensation related to Contractor's Proposals exceed Three Hundred Fifty-Three Thousand dollars (\$353,000) for the fiscal year commencing the July 1, 2023 through June 30, 2024 without additional written authorization from the City.

Notwithstanding any provision of Contractor 's Proposal to the contrary, out of pocket expenses set forth in Contractor's Proposals, 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.

3. Pursuant to Section 2(c) of the Original Agreement, the City hereby elects to extend the term of the Original Agreement by 12 months until June 30, 2024, and Contractor acknowledges and consents to such extension.

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

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be executed on the respective dates set forth below.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“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

EXHIBIT A-2

CONTRACTOR'S PROPOSAL

[ATTACHED]