

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

RP Landscape & Irrigation, Inc.

Annual Citywide Landscape Maintenance Services

This Amendment No. 2 to Agreement for Contractor Services is made and entered into as of 7/11/2023, by and between the City of Lake Elsinore, a municipal corporation ("City"), and RP Landscape & Irrigation, 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 Seven Hundred Forty-Three Thousand Forty-Two dollars (\$743,042.00).

C. The Original Agreement had a term commencing on November 1, 2020, and ending June 30, 2023. The City may, at its discretion, extend the term of this Agreement on a 12-month basis not to exceed 2 additional twelve (12) month renewal terms.

D. Amendment No. 1 to the Original Agreement was executed on 6/28/2022 to increase the amount of compensation by Two Hundred Six Thousand Dollars and Zero Cents (\$206,000.00).

E. The parties now desire to increase the payment to compensate Contractor for additional landscape maintenance services for parks and community facilities, plant replacement and unforeseen repairs completed at City request 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 5/29/2023 Invoices (attached to this Amendment No. 2 as Exhibit A-1).

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

Notwithstanding the foregoing, for the purposes of Amendment No. 2 and the term thereof, compensation to be paid to the Contractor shall be in accordance with the Schedule of Charges set forth in Contractor's Invoices (Exhibit A-1). In no event shall Contractor's compensation related to Exhibit A-1 to Amendment No. 2 exceed One Million Forty-Seven Thousand Five Hundred Forty-Two Dollars and Zero Cents. (\$1,047,542.00) for Fiscal Year 22-23 without additional written authorization from the City Council.

Notwithstanding any provision of Contractor 's invoices to the contrary, out of pocket expenses set forth in Exhibit A-1 respectively, 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. 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. 2 to be executed on the respective dates set forth below.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONTRACTOR”

RP Landscape & Irrigation, Inc., a Corporation

City Manager

Roy Perez, Owner

Date:_____

Date:_____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

Attachments: Exhibit A-1 – Contractor 's Proposal

EXHIBIT A-1

CONTRACTOR 'S PROPOSAL

[ATTACHED]