

**FIRST AMENDMENT TO AGREEMENT BETWEEN
CITY OF TEMECULA AND DOWNSTREAM SERVICES, INC.**

TRASH CAPTURE FILTER DEVICE INSTALLATION

THIS FIRST AMENDMENT is made and entered into as of **October 14, 2025** by and between the City of Temecula, a municipal corporation (hereinafter referred to as "City"), and **Downstream Services, Inc.** a **Corporation** (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:

A. On **February 25, 2025**, the City and Consultant entered into that certain Agreement entitled "Agreement for **Trash Capture Filter Device Installation**" in the amount of **\$120,384.00**.

B. The parties now desire to increase the payment in the amount of **\$20,584.61** and to amend the Agreement as set forth in this Amendment.

2. Section **3** of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The **FIRST** Amendment amount shall not exceed **Twenty thousand five hundred eighty-four dollars and sixty-one cents (\$20,584.61)** for additional **resources and installation efforts needed to complete the project** for a total Agreement amount of **One hundred forty thousand, nine hundred sixty-eight dollars and sixty-one cents (\$ 140,968.61)**.

3. Exhibit "B" to the Agreement is hereby amended by adding thereto the items set forth on Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

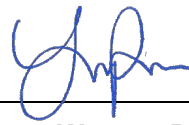
4. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

DOWNSTREAM SERVICES, INC.

By: _____
Brenden Kalfus, Mayor

By:  _____
Loren Wynne, President

ATTEST:

By: _____
Randi Johl, City Clerk

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

Downstream Services, Inc.
Rebecca Raedel
2855 Progress Place Escondido, CA 92029
(760) 746-2544
RebeccaR@DownstreamService.com

ATTACHMENT A

EXHIBIT B

Attached hereto and incorporated herein as though set forth in full is the additional pricing as provided by the Consultant.

To:	City of Temecula	Date:	9/5/2025			
Attn:	Stormwater Division	Project Name:	Installation of EnviroPod Trash Capture Devices			
Address:		Project Location:	Various Locations in Temecula, CA			
		Email:	cleanwater@temecula.gov			
Asset ID	DESCRIPTION	QTY	UNIT	UNIT PRICE	ITEM TOTAL	
23	8' HC Kit (1x 36x24, 2x 24x24, 3x seal extensions installed under inlet opening)	1	EA	\$ 2,809.20	\$ 2,809.20	
24	Double baskets. Trough straight into baskets. Refer to drawing in high flow solutions	1	EA	\$ 2,329.20	\$ 2,329.20	
27	10' HC kit (3x 36x24 and 3x seal kits installed under inlet opening)	1	EA	\$ 3,356.40	\$ 3,356.40	
89	Double basket. Refer to drawing	1.0	EA	\$ 2,329.20	\$ 2,329.20	
90	Double basket, only one seal kit. Refer to drawing	1.0	EA	\$ 1,440.00	\$ 1,440.00	
91	Specific slope, double basket, Refer to drawing	1.0	EA	\$ 2,876.40	\$ 2,876.40	
95	No EMMA kit installed, just two basket installation, refer to drawing	1.0	EA	\$ 2,392.20	\$ 2,329.20	
134	(4) 36x24"	1.0	EA	\$ 2,301.00	\$ 2,301.00	
	Sika Flex	1.0	EA	\$ 814.01	\$ 814.01	
TOTAL ESTIMATED COST					\$ 20,584.61	

TERMS AND CONDITIONS:

- 1) A 15% markup applies to work scheduled between the hours of 5 PM and 5 AM.
- 2) Proposal is based on the award of all quantities quoted; change in quantities may result in additional cost.
- 3) Unit price to prevail. If there is a change in quantities, pricing will need to be adjusted.
- 4) Prices are based on plans and specifications provided.
- 5) All permits, inspection fees, engineering fees, premiums on labor and material bonds, and performance bonds shall be paid for by others.
- 6) Client shall provide adequate access for crew and equipment.

INCLUSIONS:

- 1) Mobilization and travel of crew and equipment.
- 2) Confined Space Entries.
- 3) DSI will clean the inlets prior to installation.
- 4) DSI will be dispose of the non-hazardous material cleaned out of the inlets.
- 5) Removal of existing filters prior to installation - assumed +/- 15 total.
- 6) Traffic control.

EXCLUSIONS:

- 1) Residential notifications.
- 2) Landscape clearing, replacement or repairs.
- 3) Clearing and grubbing.
- 4) Permits and licenses.
- 5) City, state or federal fees or permits.
- 6) Disposal of hazardous materials.
- 7) Third party material sampling and testing.
- 8) This proposal is for the installation of Litta Trap products only and does not include the material cost for the actual filters.

Rebecca Raedel
Signature

Project Manager
Title

Rebecca Raedel

9/5/2025

#NAME?

Name (Type or Print)

Date