

**SECOND AMENDMENT TO AGREEMENT BETWEEN
CITY OF TEMECULA AND INLAND EMPIRE PROPERTY SERVICES**

WEED ABATEMENT SERVICES

THIS SECOND AMENDMENT is made and entered into as of **May 9, 2023** by and between the City of Temecula , a municipal corporation (hereinafter referred to as "City"), and **Inland Empire Property Services, a Corporation** (hereinafter referred to as "Contractor"). 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 **May 1, 2020**, the City and Contractor entered into that certain Agreement entitled "Agreement for **Weed Abatement Services**," in the amount of **\$200,000.00**.

b. On **November 10, 2020**, the City and Contractor entered into the **First Amendment** to that certain Agreement entitled "Agreement for **Weed Abatement Services**," to increase the payment in the amount of **\$25,000.00**.

c. The parties now desire to increase the payment in the amount of **\$75,000.00**, and to amend the Agreement as set forth in this Amendment.

2. Section **6** of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

The City agrees to pay Contractor 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 **Second Amendment** amount shall not exceed **Seventy Five Thousand Dollars And Zero Cents (\$75,000.00)** for additional **weed abatement services** for a total Agreement amount of **Three Hundred Thousand Dollars And Zero Cents (\$300,000.00)**.

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

Inland Empire Property Services

By: _____
Zak Schwank, Mayor

By:  _____
Charles Maciel, President

ATTEST:

By: _____
Randi Johl, City Clerk

By:  _____
Serena Maciel, Chief Financial Officer

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONTRACTOR

Inland Empire Property Services
Attn: Charles Maciel
P O Box 9088
Moreno Valley, CA 92552
gotweeds@msn.com
(951) 924-6905

City Purchasing Mgr.
Initials and
Date: *WZ* 8/17/23

ATTACHMENT A

EXHIBIT B

Payment Rates and Schedule

Cost for services shall be as per Consultant's proposal attached hereto and incorporated herein as though set forth in full but in no event shall the total cost of services exceed \$300,000.00 for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.

CITY OF TEMECULA WEED ABATEMENT 2020 BID PRICE PROPOSALS

Description	Price	Notes
Mowing	\$155.00	Per Acre
Mowing Minimum Charge	\$185.00	Parcels less than 1 ac- includes handwork
Hand Weed Eating	\$55.00	Per Man Per Hour
Tree Trimming	\$55.00	Per Man Per Hour
Dust Control	\$200.00	Per Hour / Plus Water Cost
Special Equipment -Bobcat	\$265.00	Per Hour / 4 Hour Minimum
Special Equipment -Dozer	\$700.00	Per Hour / 4 Hour Minimum
Trash Removal	\$105.00	Per Cubic Yard
Dead Vegetation Removal	\$105.00	Per Cubic Yard
Concrete Removal	\$200.00	Per Ton
Bags of Trash Remoal	\$12.00	Per Bag
Dump Fees	Actual Cost	Receipt Required
Administration Fee	\$12.00	Per Invoice File Will include 2 Invoice copies 1 Contractor Worksheet A Map of property completed At least 2 before photos and 2 after photos Submitted in a secured tab file folder.