

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
CITY OF TEMECULA AND DIVERSIFIED WATERSCAPES, INC.**

**LAKE AND POND MAINTENANCE**

**THIS FIRST AMENDMENT** is made and entered into as of **July 11, 2023** by and between the City of Temecula , a municipal corporation (hereinafter referred to as "City"), and **Diversified Waterscapes, Inc., 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 **July 1, 2022**, the City and Contractor entered into that certain Agreement entitled "Agreement for **Minor Maintenance Services**," in the amount of **\$150,000**.

b. The parties now desire to add scope of work, extend the term of the agreement to **June 30, 2027**, increase the payment in the amount of **\$600,000**, and to amend the Agreement as set forth in this Amendment.

2. Section 2 of the Agreement entitled "**SCOPE OF WORK**" is hereby amended to read as follows:

Contractor shall perform all of the work described in the Scope of Work, attached hereto and incorporated herein as Exhibit A. ("Work"), and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the Work. All of said Work to be performed and materials to be furnished for the Work shall be in strict accordance with the specifications set forth in the Scope of Work, Exhibit A. No work requested by the Director of Public Works under this Agreement shall exceed sixty thousand dollars (\$60,000). For any work requested by the Director of Public Works that exceeds twenty-five thousand dollars (\$25,000), the Contractor shall post a payment bond as required by Civil Code Section 9550.

3. Section 1 of the Agreement entitled "**TERM**" is hereby amended to read as follows:

This Agreement shall remain and continue in effect until tasks herein are completed, but in no event later than **June 30, 2027** unless sooner terminated pursuant to the provisions of this Agreement.

4. Section 3 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 **FIRST** Amendment amount shall not exceed **Six**

**Hundred Thousand Dollars and No Cents (\$600,000.00) for additional lake and pond maintenance for a total Agreement amount of Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00).**

5. 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**

**DIVERSIFIED WATERSCAPES, INC.**

*(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)*

By: \_\_\_\_\_  
Zak Schwank, Mayor

By:   
Patrick Simmsgeiger, President

**ATTEST:**

By: \_\_\_\_\_  
Randi Johl, City Clerk

By:   
Maria Simmsgeiger,  
Chief Financial Officer

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Peter M. Thorson, City Attorney

**CONTRACTOR**

Diversified Waterscapes, Inc.  
Contact Person: Carlos Valle  
27324 Camino Capistrano #213  
Laguna Niguel, CA 92677  
Phone Number: (949) 582-5414  
contactus@dwiwater.com

City Purchasing Mgr.  
Initials and  
Date: 