

**AMENDMENT NO. 3
TO AGREEMENT FOR CONTRACTOR SERVICES (ON-CALL)
D M CONTRACTING, INC.**

**Citywide Annual Curb, Gutter, and Sidewalk Repair Program
Project No. Z10001**

This Amendment No. 3 to Agreement for Contractor Services ("Amendment No. 3") is made, and entered into as of March 13, 2018 by and between the City of Lake Elsinore, a municipal corporation ("City"), and D M Contracting, Inc., a California corporation ("Contractor").

A. The City and Contractor have entered into that certain Agreement for On-Call Contractor Services dated as of August 25, 2015, (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 not to exceed \$55,000 per fiscal year.

C. Amendment No. 1 dated July 1, 2016 extended the term of the agreement for 12-months.

D. Amendment No. 2 dated June 13, 2017 extended the contract an additional 12-months.

E. The parties now desire to amend the agreement to increase the compensation for such services as set forth in this Amendment No. 3, in an amount not to exceed \$50,000.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Contractor agree as follows:

1. Section 3, Compensation, is hereby amended and restated in its entirety as follows:

Compensation to be paid to Contractor shall be in accordance with the fees set forth in the Contractor's Proposal (Exhibit A to the Original Agreement). In no event shall Contractor's compensation exceed One Hundred and Five Thousand Dollars (\$105,000) for Fiscal Year 2017-2018 without additional written authorization from the City. Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses 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.

2. 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. 3 to be executed on the respective dates set forth below.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONTRACTOR”

D M Contracting, INC., a California corporation

Grant Yates, City Manager

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Name:

Its: _____

Date: _____

Exhibit A1 – Original Agreement

Original Agreement

Exhibit A

(Attached)