

**AMENDMENT NO. 3  
TO AGREEMENT FOR CONTRACTOR SERVICES  
HAZZARD BACKFLOW**

**Backflow Services**

This Amendment No. 3 to Agreement for Contractor Services ("Amendment No. 3") is made and entered into as of July 1, 2018 by and between the City of Lake Elsinore, a municipal corporation ("City"), and Hazzard Backflow ("Contractor").

**RECITALS**

A. The City and Contractor have entered into that certain Agreement for Contractor Services dated as of January 15, 2016 (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 \$5,000 in any Fiscal Year.

C. The term of the Original Agreement was for six (6) months and allowed the City to extend the term on a 12-month basis, not to exceed three (3) additional 12-month renewals.

D. Amendment No. 1 dated July 1, 2016 extended the term of the Original Agreement by an additional 12-months and provided for compensation to Contractor in an amount not to exceed \$8,000 for FY2016-2017. The Original Agreement, as amended by Amendment No. 1, is hereinafter referred to as the "First Amended Agreement."

E. Amendment No. 2 extended the term of the First Amended Agreement for an additional 12-months, and increased compensation for FY17-18 to a not to exceed amount of \$12,000. The First Amended Agreement, as amended by Amendment No. 2, is hereinafter referred to as the "Second Amended Agreement."

F. The parties now desire to extend the term of the Second Amended Agreement for an additional 12-month term and increase compensation by an additional \$60,000 for a not to exceed amount of \$72,000 for FY18-19.

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

1. Section 2, subpart c, Term, is hereby amended to add the following:

Unless earlier terminated as provided elsewhere in the Original Agreement, the Second Amended Agreement as amended by this Amendment No. 3 shall continue in full force and effect for a period of twelve (12) months, commencing on July 1, 2018 and ending June 30, 2019.

2. 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, and Exhibit A-1 to Amendment No.3.

In no event shall Contractor's compensation related to Contractor's Proposal, Exhibit A-1 to Amendment No. 3 exceed Seventy Two Thousand Dollars (\$72,000) for Fiscal Year 2018-2019 without additional written authorization from the City.

Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses set forth in Exhibit A in Original Agreement and Exhibit A-1 attached to Amendment No.3, shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement, as amended, 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. 3 to be executed on the respective dates set forth below.

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

"CONTRACTOR"

HAZZARD BACKFLOW

\_\_\_\_\_  
Grant Yates, City Manager

\_\_\_\_\_  
Jaquelyn Romero – Co Owner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

EXHIBIT A-1

CONTRACTOR'S PROPOSAL

[ATTACHED]