

**AMENDMENT NO. 1  
TO AGREEMENT FOR CONTRACTOR SERVICES  
HAZZARD BACKFLOW**

**Backflow Services**

This Amendment No. 1 to Agreement for Contractor Services ("Amendment No. 1") is made and entered into as of July 1, 2016 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 seven (7) months and allows the City to extend the term on a 12-month basis, not to exceed three (3) additional 12 month renewals.

D. The parties now desire to extend the term of the contract for an additional one (1) 12-month term and provide for compensation to Contractor in an amount of \$8,000 for FY2016-2017 as set forth in this Amendment No 1.

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, of the Original Agreement is hereby amended to add the following:

Unless earlier terminated as provided elsewhere in the Original Agreement, this Amendment No. 1 shall continue in full force and effect for a period of twelve (12) months, commencing on July 1, 2016 and ending on June 30, 2017. The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed two (2) additional twelve (12) month renewal terms by giving written notice thereof to Contractor not less than thirty (30) days before the end of the contract term, such notice to be exercised by the City Manager.

2. Section 3, Compensation, of the Original Agreement is hereby amended to add the following:

Compensation to be paid to Contractor for Fiscal Year 2016-2017 shall be in accordance with the fees set forth in Contractor's Proposal Exhibit A-1 to Amendment No. 1.

In no event shall Contractor's compensation related to Exhibit A-1 to the Amendment No. 1 exceed Eight Thousand Dollars (\$8000) for Fiscal Year 2016-2017 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-1 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.

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. 1 to be executed on the respective dates set forth below.

"CITY"

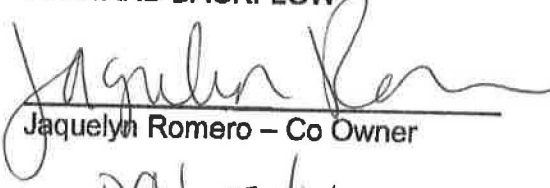
CITY OF LAKE ELSINORE, a municipal corporation

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

Date: 10/7/16

"CONTRACTOR"

HAZZARD BACKFLOW

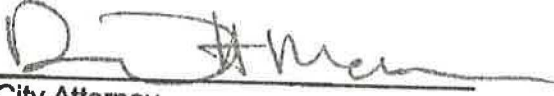
  
\_\_\_\_\_  
Jacquelyn Romero - Co Owner

Date: 09/27/16

ATTEST:

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

APPROVED AS TO FORM:

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

Attachments: Exhibit A-1 -- Contractor's Proposal (July 8, 2016)  
Original Agreement

HAZZARD BACKFLOW-

29235 WOODBRIDGE ST  
LAKE ELSINORE CA 92530  
CONTRACTORS LICENSE #969978  
951-445-0809/909-436-7000

Estimate

Date	Estimate #
9/25/2016	867

Name / Address
CITY OF LAKE ELSINORE 130 S MAIN ST LAKE ELSINORE CA 92530

			Project
Description	Qty	Rate	Total
INSTALL 2 INCH PRESSURE REGULATORS UPSTREAM OF BACKFLOW DEVICE RAILROAD CANYON FIRE STATION 22270 RAILROAD CYN  PARTS AND LABOR  SIGN DATE	2	1,150.00	2,300.00
SHOULD YOU WANT TO PROCEED , PLEASE SIGN AND DATE ABOVE AND RETURN AT YOUR EARLIEST CONVENIENCE		<b>Total</b>	\$2,300.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>R. David Bulen Insurance</b> <b>P.O. Box 115</b>  <b>Lake Elsinore CA 92531-0115</b>	CONTACT NAME: <b>Jayme Moreno</b> PHONE (A/C No. Ext): <b>(951) 674-0675</b> FAX (A/C No): <b>(951) 674-2375</b> E-MAIL ADDRESS: <b>jayme@bulen.com</b>
INSURED <b>Rolando Hazzard</b> <b>DBA: Hazzard Backflow/Annual Backflow</b> <b>29235 Woodbridge St</b>  <b>Lake Elsinore CA 92530</b>	INSURER(S) AFFORDING COVERAGE <b>INSURER A Financial Pacific Insurance 31453</b> <b>INSURER B CALIFORNIA AUTOMOBILE INS CO 38342</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

COVERAGES CERTIFICATE NUMBER: CL1631017612 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	38316673	3/17/2016	3/17/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	3A040000019633	12/18/2015	12/18/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Theft Prevention Authority \$
		UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations per the attached CG2010R and MCA85100711. \*30-day notice of cancellation, except for 10-day notice of cancellation for nonpayment of premium.

CERTIFICATE HOLDER  <b>CITY OF LAKE ELSINORE</b> <b>130 MAIN STREET</b> <b>LAKE ELSINORE, CA 92530</b>	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <b>S Alvarado/SONDRA</b>
--	---