

**AMENDMENT NO. 2  
TO AGREEMENT FOR CONTRACTOR SERVICES  
HAZZARD BACKFLOW**

**Backflow Services**

This Amendment No. 2 to Agreement for Contractor Services ("Amendment No. 2") is made and entered into as of May 16, 2017 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 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. The parties now desire to extend the term of the First Amended Agreement to conclude on June 30, 2018 and allow for compensation to Contractor in an amount not to exceed \$12,000 for remainder of the term as provided herein.

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 First Amended Agreement is hereby amended to add the following:

Unless earlier terminated as provided elsewhere in the First Amended Agreement, and notwithstanding the term set forth in the Amendment No. 1, the term of Amendment No. 2 shall commence on June 1, 2017 and end on June 30, 2018.

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

Compensation to be paid to Contractor for Fiscal Year 2016-2017 and Fiscal Year 2017-2018 shall be in accordance with the fees set forth in Contractor's Proposal attached as Exhibit A-1 to Amendment No. 1.

In no event shall Contractor's compensation related to Exhibit A-1 exceed Twelve Thousand Dollars (\$12,000) during the 13-month extension term

as provided in Amendment No. 2 and as set forth in Section 2.C 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, 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 First Amended Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be executed on the respective dates set forth below.

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

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

Date: 6/6/17

"CONTRACTOR"

HAZZARD BACKFLOW

  
\_\_\_\_\_  
Jaquelyn Romero - Co Owner

Date: 5/24/17

ATTEST:

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

APPROVED AS TO FORM:

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

Attachments: Amendment No.1  
Original Agreement

**HAZZARD BACKFLOW-**

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

**Estimate**

Date	Estimate #
7/8/2016	559

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

Project

Description	Qty	Rate	Total
BACKFLOW QUOTE			
\$25.00 per test			
\$150.00 for 1" & under -backflow repairs			
\$250.00 for 2" & 1 1/2"- backflow repairs			
\$300-\$1,200 for 2 1/2" and up- backflow repairs price varies on make and model of device			
Emergency calls (after hours) \$100.00 extra on top of repairs			
Installs / replacements - 3/4"-1 1/4" \$900.00 - \$1,500.00			
1 1/2"- 2" \$1,500.00- \$2,000.00			
Concrete pad and cages are extra			
SIGN			
DATE			
SHOULD YOU WANT TO PROCEED , PLEASE SIGN AND DATE ABOVE AND RETURN AT YOUR EARLIEST CONVENIENCE		<b>Total</b>	\$0.00





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2017

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).

<b>PRODUCER</b> R. David Bulen Insurance P.O. Box 115  Lake Elsinore CA 92531-0115		<b>CONTACT NAME:</b> Sondra Alvarado <b>PHONE (A/C, No, Ext):</b> (951) 674-0675 <b>FAX (A/C, No):</b> (951) 674-2375 <b>E-MAIL ADDRESS:</b> Sondra@bulen.com																						
<b>INSURED</b> Hazzard Backflow, Inc (A Corp) 1457 E Philadelphia St #2  Ontario CA 91761		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A</td><td>Financial Pacific Insurance</td><td>31453</td></tr><tr><td>INSURER B</td><td>CALIFORNIA AUTOMOBILE INS CO</td><td>38342</td></tr><tr><td>INSURER C</td><td>Sequoia Insurance Company</td><td></td></tr><tr><td>INSURER D</td><td></td><td></td></tr><tr><td>INSURER E</td><td></td><td></td></tr><tr><td>INSURER F</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Financial Pacific Insurance	31453	INSURER B	CALIFORNIA AUTOMOBILE INS CO	38342	INSURER C	Sequoia Insurance Company		INSURER D			INSURER E			INSURER F		
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**COVERAGES****CERTIFICATE NUMBER:** CL1741720786**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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	88316673	3/17/2017	3/17/2018	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
						\$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input 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	BA040000019633	12/18/2016	12/18/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$					
	BODILY INJURY (Per accident) \$					
	PROPERTY DAMAGE (Per accident) \$					
	Theft Prevention Authority \$					
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$
	OCCUR CLAIMS-MADE					AGGREGATE \$
						\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	QWC1041944	3/6/2017	3/6/2018	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000					
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000					
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000					

**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****CANCELLATION**

CITY OF LAKE ELSINORE  
130 MAIN STREET  
LAKE ELSINORE, CA 92530

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

Sondra Alvarado/SARAH 

## BUSINESS LICENSE

This business license is issued for revenue purposes only and does not grant authorization to operate a business. This business license is issued without verification that the holder is subject to or exempted from licensing by the state, county, federal government, or any other governmental agency.

**Business Name:** HAZZARD BACKFLOW  
**Business Location:** 29235 WOOD BRIDGE ST  
LAKE ELSINORE, CA 92530  
**Owner Name(s):** ROLANDO HAZZARD

HAZZARD BACKFLOW  
29235 WOOD BRIDGE ST  
LAKE ELSINORE, CA 92530

## CITY OF LAKE ELSINORE

*Administrative Services - Licensing*

130 South Main Street, Lake Elsinore, CA 92530  
PH (951) 674-3124

**BUSINESS LICENSE NO.** 021936

**Business Type:** METAL PRODUCTS

**Description:** BACKFLOW TESTING

**Issue Date:** 12/1/2016

**Expiration Date:** 11/30/2017

TO BE POSTED IN A CONSPICUOUS PLACE

THIS IS YOUR LICENSE • NOT TRANSFERABLE