

**AMENDMENT NO. 4  
TO AGREEMENT FOR CONTRACTOR SERVICES (ON-CALL)  
TRI-STAR ELECTRIC**

**Electrician Services**

This Amendment No. 4 to Agreement for Contractor Services ("Amendment No. 4") is made and entered into as of May 24, 2018 by and between the City of Lake Elsinore, a municipal corporation ("City"), and John Scifo doing business as Tri-Star Electric, ("Contractor").

**RECITALS**

A. The City and Contractor have entered into that certain Agreement for Contractor Services (On-Call) dated as of July 1, 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. The Original Agreement provided for compensation to Consultant in an amount of \$5,000.

B. Amendment No. 1 dated September 6, 2016 increased the compensation award by \$15,000, for a not to exceed amount of \$20,000.

C. Amendment No. 2 dated January 1, 2017 increased the compensation award by \$10,000, for a not to exceed amount of \$30,000.

D. Amendment No.3 extended and increase the compensation by \$25,000, for a not to exceed total amount of \$55,000 in FY17-18.

E. The parties now desire to extend the contract for an additional 12-month term, with a compensation award amount not to exceed \$30,000 in FY18-19.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Consultant 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. 4 shall continue in full force and effect for a period of twelve (12) months, commencing on May 24, 2018 and ending on June 30, 2019.

2. The first paragraph of Section 3, Compensation and Cost of Living Adjustment, of the Original Agreement is hereby amended to read in its entirety as follows:

Compensation to be paid to the 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 compensations exceed Thirty Thousand Dollars (\$30,000) 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 of the Original Agreement 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.

WITNESS WHEREOF, the parties have caused this Amendment No. 4 to be executed on the respective dates set forth below.

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

"CONTRACTOR"

John Sclifo doing business as Tri-Star Electric

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

\_\_\_\_\_  
John Sclifo, Owner

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

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

ATTEST:

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

APPROVED AS TO FORM:

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