

**AMENDMENT NO. 1
TO AGREEMENT FOR CONTRACTOR SERVICES
Hardy & Harper, Inc.**

**Annual Asphalt Maintenance Program
CIP #Z10002**

This Amendment No. 1 to Agreement for Contractor Services ("Amendment No. 1") is made and entered into as of July 1, 2019 by and between the City of Lake Elsinore, a municipal corporation ("City"), and Hardy & Harper, Inc., a Corporation ("Contractor").

RECITALS

A. The City and Contractor have entered into that certain Agreement for Contractor Services dated as of February 12, 2019 (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 One Hundred Fifty Thousand dollars (\$110,000) annual unit price agreement each year.

C. The term of the Original Agreement was for Sixteen (16) months ending June 30, 2020

D. The parties now desire to increase compensation for the period July 1, 2019 – June 30, 2020 (FY 19-20) to a not to exceed amount of \$200,000, for such services 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 3, Compensation, of the Original Agreement is hereby amended and restated in its entirety as follows:

Compensation to be paid to the Contractor shall be in accordance with the rates set forth in Contractor's Proposal (Exhibit A to the Original Agreement). In no event shall Contractor's compensation for FY 19-20 exceed Two Hundred Thousand Dollars (\$200,000) without additional written authorization from the City. Total compensation under this Agreement shall not exceed Three Hundred and Ten Thousand Dollars (\$310,000) for the Term. 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.

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

“CONTRACTOR”

Hardy & Harper, Inc., a Corporation

Grant Yates, City Manager

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

By:

Date: _____

Attachments: Exhibit A – Original Agreement

EXHIBIT B
ORIGINAL AGREEMENT
[ATTACHED]