

Attachment 3

CITY OF LAKE FOREST

SECOND AMENDMENT TO AGREEMENT FOR MAINTENANCE SERVICES

PARTIES AND DATE.

This Second Amendment to the Agreement for Maintenance Services ("Second Amendment") is entered into on the [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] by and between the City of Lake Forest, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 100 Civic Center Drive, Lake Forest, CA 92630 ("City") and Thomas J. O'Connell dba Lake Forest Electric, a sole proprietorship, with its principal place of business at 19312 Sleeping Oak, Trabuco Canyon, California 92679 ("Contractor"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for On-Call Electrical and Maintenance Services dated June 18, 2019 ("Agreement").

2.2 First Amendment. The Parties entered into that certain First Amendment to the Agreement to extend the term of the Agreement and update the Delivery of Notices dated March 8, 2022.

2.3 Second Amendment. The Parties now desire to amend the Agreement in order to increase the total amount of compensation under the Agreement.

TERMS.

3.1 Compensation. Section 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed THREE HUNDRED SIXTY-THREE THOUSAND TWO HUNDRED NINETY-FOUR DOLLARS AND FIFTY-TWO CENTS (\$363,294.52) without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this Second Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

CITY OF LAKE FOREST

DocuSigned by:
Debra Rose
By: 54D2E12F245F44C...
Debra Rose
City Manager

**THOMAS J. O'CONNELL DBA LAKE
FOREST ELECTRIC**

DocuSigned by:
Thomas J. O'Connell
By: 24535972090C47C...
Thomas J. O'Connell
Owner

ATTEST:

DocuSigned by:
Lisa Berglund
By: 0010E1759D6B406...
Lisa Berglund
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Matthew Richardson
By: AE0F8B7C7BDD40D...
Best Best & Krieger LLP
City Attorney