

Attachment 4

CITY OF LAKE FOREST
THIRD AMENDMENT TO
AGREEMENT FOR MAINTENANCE SERVICES

PARTIES AND DATE.

This Third Amendment to the Agreement for Maintenance Services ("Second Amendment") is entered into on the _____ day of _____, 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 entered into that certain Second Amendment to the Agreement to increase the total amount of compensation under the Agreement, dated November 2, 2022.

2.4 Third Amendment. The Parties now desire to amend the Agreement in order to extend the term of the Agreement and increase the total compensation under the Agreement.

TERMS.

3.1 Term. Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

The term of this Agreement shall be from July 1, 2019 to June 30, 2024 unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 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 FOUR HUNDRED EIGHTY-FOUR THOUSAND FIFTY-ONE

DOLLARS AND TWENTY-TWO CENTS (\$484,051.22) 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.

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

CITY OF LAKE FOREST

By: _____
Doug Cirbo
Mayor

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

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

ATTEST:

By: _____
Lisa Berglund
City Clerk

APPROVED AS TO FORM:

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

ATTACHMENT "1" TO THIRD AMENDMENT TO AGREEMENT FOR MAINTENANCE SERVICES

Contractor shall be paid for services rendered in accordance with Section 3.3 of the Agreement and as described above under Exhibit "A" Scope of Services the not to exceed fee of four hundred eighty-four thousand fifty-one dollars and twenty-two cents (\$484,051.22) billed on a time and materials basis. Hourly labor rates are subject to changes in prevailing wages.

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Long Beach-Anaheim.

Description	Estimated Quantity	Unit of Measure	Unit Price	Total Price
Parts and Materials including markup (9%)	90,000	Percent	1.09%	\$98,100.00
Hydraulic Man Lifting Truck capable of reaching a 20-foot height	300	Hours	\$25.00	\$7,500.00
Hydraulic Man Lifting Truck capable of reaching an 80-foot height	150	Hours	\$120.00	\$18,000.00
Labor straight time	3,000	Hours	\$64.96	\$194,880.00
Labor overtime, Daily and Saturday	30	Hours	\$87.70	\$2,631.00
Labor overtime, Sunday and Holiday	15	Hours	\$110.45	\$1,656.75
Equipment Rental Allowance at the current CalTrans rental rate	1	Lot	\$7,500.00	\$7,500.00
Original Agreement Total				\$330,237.75
Second Amendment (10% Increase)				\$33,056.77

Third Amendment				
Description	Estimated Quantity	Unit of Measure	Unit Price	Total
Parts and Materials including markup (9%)	30,000	Percent	1.09%	\$32,700.00

Description	Estimated Quantity	Unit of Measure	Unit Price	Total
Hydraulic Man Lifting Truck capable of reaching a 20-foot height	100	Hours	\$25.00	\$2,500.00
Hydraulic Man Lifting Truck capable of reaching an 80-foot height	50	Hours	\$120.00	\$6,000.00
Labor straight time	1,000	Hours	\$75.40	\$75,400.00
Labor overtime, Daily and Saturday	10	Hours	\$101.76	\$1,017.60
Labor overtime, Sunday and Holiday	5	Hours	\$127.82	\$639.10
Equipment Rental Allowance at the current CalTrans rental rate	1	Lot	\$7,500.00	\$2,500.00
Third Amendment				\$120,756.70
Total Contract				\$484,051.22

Markup not to exceed 9% on parts and materials.