

**AMENDMENT NO. 4  
TO AGREEMENT FOR CONTRACTOR SERVICES**

**NPG, Inc.**

***Asphalt Maintenance Program Services***

This Amendment No. 4 to Agreement for Contractor Services is made and entered into as of 6/27/2023, by and between the City of Lake Elsinore, a municipal corporation ("City"), and NPG, Inc., a California Corporation ("Contractor").

**RECITALS**

A. The City and Contractor have entered into that certain Agreement for Contractor Services dated as of 9/8/2020, (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 of Two Hundred Twenty Thousand dollars (\$220,000.00).

C. The Original Agreement had a term commencing on 9/8/2020 and ending on 6/30/2021.

D. Amendment No. 1 to the Original Agreement was executed on 4/27/2021 to increase the amount of compensation by Five Hundred Ninety-Nine Thousand Nine Hundred Sixty Dollars (\$599,960.00).

E. By letter dated July 1, 2021, the City extended the Term of the Agreement in accordance with its terms. This extension was effectively Amendment No. 2.

F. A third Amendment, mis-labelled "Amendment No. 2" to the Original Agreement was executed on 1/25/2022 to increase the amount of compensation not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00). Amendment No. 2 had a term commencing on September 8, 2020, and ending June 30, 2023.

G. The parties now desire to increase the payment for such services as set forth in this Amendment No 4.

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 to read in its entirety as follows:

Compensation. Compensation to be paid to Contractor shall be in accordance with the fees set forth in Contractor's Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Contractor's annual compensation exceed one million six hundred fifty-one thousand eight hundred thirty-nine dollars and eighty-five cents (\$1,651,839.85) without additional written authorization from the City. Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses set for in Exhibit A 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. 4 to be executed on the respective dates set forth below.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONTRACTOR”

NPG, Inc., a California Corporation

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Jeff Nelson, President

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Assistant City Manager

Attachments: Exhibit A-1 – Contractor ’s Proposal

EXHIBIT A-1

CONTRACTOR 'S PROPOSAL

[ATTACHED]