

**AMENDMENT NUMBER THREE
TO MAINTENANCE SERVICES AGREEMENT
WITH
PYXIS WATER SYSTEMS, INC.**

This Amendment Number Three ("Amendment") is made and entered into this 18th day of December, 2018 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and PYXIS WATER SYSTEMS, INC., a California corporation ("Contractor").

WHEREAS, City and Contractor entered into an agreement on October 21, 2017 for Contractor to provide maintenance of City property (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides for a term of one (1) year, with the option to extend the Agreement for four (4) additional one (1) year periods; and

WHEREAS, on April 12, 2018, City and Contractor amended the Scope of Services and increased Contractor's maximum compensation for the first year of the term of the Agreement; and

WHEREAS, on October 20, 2018, City and Contractor extended the term of the Agreement for one (1) year, through October 20, 2019; and

WHEREAS, City and Contractor now desire to amend the Scope of Services to include the additional services set forth in Exhibit "A," attached hereto and incorporated herein by this reference; and

WHEREAS, City desires to increase Contractor's maximum annual compensation accordingly to Forty-Five Thousand Dollars (\$45,000.00).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Scope of Services shall be amended to include the additional services set forth in Exhibit A.
2. Section 2.1 of the Agreement shall be amended to reflect that Contractor's annual compensation shall not exceed Forty-Five Thousand Dollars (\$45,000.00). Contractor shall be paid according to the fee schedule set forth in the Agreement and Exhibit A of this Amendment.
3. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
4. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

Jamara S. Stoumenou Date: 1/11/19
Acting City Manager

CONTRACTOR

Stephen P. Kimble Date: Dec. 21, 2018
Signature

STEPHEN P. KIMBLE PRESIDENT
Name and Title

ATTEST:

Brenda Green 1/14/19
City Clerk



APPROVED AS TO FORM:

Kimberly Hall Barlow Date: 1/11/19
City Attorney

APPROVED AS TO INSURANCE:

[Signature] Date: 1/3/19
Risk Management

APPROVED AS TO CONTENT:

[Signature] Date: 1/3/19
Project Manager

DEPARTMENTAL APPROVAL:

Boya Selvarama
Public Services Director

Date: 1-3-19

APPROVED AS TO PURCHASING:

John G. For
Finance Director

Date: 1/8/2019

EXHIBIT A

ADDITIONAL SERVICES

POND AND LAKE MAINTENANCE SERVICES AT TEWINKLE LAKES

A. The Contractor shall perform the following services on **AN AS NEEDED BASIS** at the hourly rate for mechanical and electrical work set forth herein:

1. Electrical repairs to pumps, fountains, timers and other electrically operated lake components.
2. Mechanical repairs to pumps, fountains, timers and other mechanically operated lake components.
3. Replacement of pumps, fountains, timers and other lake components.

Standard Hourly Rate for Mechanical and Electrical Work: \$80.00/hour