

**THIRD AMENDMENT TO AGREEMENT TO PROVIDE ON-CALL
EMERGENCY WATER AND SEWER SYSTEM REPAIR SERVICES**

THIS THIRD AMENDMENT to the above-referenced agreement is entered into on February 6, 2024, by and between T.E. Roberts, Inc. ("Contractor"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. The parties entered into Agreement No. A-2019-142-03, dated August 20, 2019, by which Contractor agreed to provide on-call emergency water and sewer system repair services for the City's Public Works Agency ("Agreement").
- B. On May 5, 2020, the parties entered into a First Amendment to the Agreement (#A-2020-91-03) to increase the shared aggregate amount to be expended under the Agreement and the two related agreements for the same services.
- C. On December 1, 2020, the parties entered into a Second Amendment to the Agreement (#A-2020-243-03) to further increase the shared aggregate amount to be expended under the Agreement and the two related agreements for the same services.
- D. On August 23, 2022, the parties exercised their option to extend the term of the Agreement (#A-2019-142-03A) for an additional two (2) year period until August 19, 2024. The Agreement is current and in-effect.
- E. The parties now wish to further amend the Agreement to increase the shared aggregate amount to be expended under the Agreement and the two related agreements by an additional \$850,000.00 to cover costs through the remainder of the term of the Agreement.

The Parties therefore agree:

1. **Section 2.a, Compensation**, is amended to read in its entirety:

"City neither warrants nor guarantees any minimum or maximum compensation to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement at the rates and charges identified in **Exhibit B**. Contractor is one of three contractors selected to provide services on an as-needed basis under RFP No. 19-032. The annual compensation for services provided by all contractors selected under RFP No. 19-032 shall not exceed the shared aggregate amount of \$2,050,000.00 during the term of this agreement, including any extension periods."

2. Except as modified by this Third Amendment, and all prior amendments, all terms and conditions of the Agreement shall remain in full force and effect.

**SIGNATURE PAGE FOR THIRD AMENDMENT TO AGREEMENT TO PROVIDE
ON-CALL EMERGENCY WATER AND SEWER SYSTEM REPAIR SERVICES**

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Agreement on the date and year first written above.

ATTEST

CITY OF SANTA ANA

Jennifer L. Hall
City Clerk

Thomas R. Hatch
Interim City Manager

APPROVED AS TO FORM

Sonia R. Carvalho
City Attorney

CONTRACTOR

By: _____

Jonathan T. Martinez
Assistant City Attorney



By: Timothy Roberts
Title: President

RECOMMENDED FOR APPROVAL

Nabil Saba, PE
Executive Director
Public Works Agency