

**AMENDMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES**

Inland Foundation Engineering, Inc.

Geotechnical Engineering Services for City Hall (Project #Z20006)

This Amendment No. 1 to Agreement for Professional Services is made and entered into as of 12/10/2024, by and between the City of Lake Elsinore, a municipal corporation (“City”), and Inland Foundation Engineering, Inc., a corporation (“Consultant”).

RECITALS

A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of 8/27/2024, (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 Consultant in an amount of fifty thousand dollars (\$50,000.00).

C. The parties now desire to increase the payment for such services as set forth in this Amendment No 1.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Consultant agree as follows:

1. Section 3, Compensation, of the Original Agreement is hereby amended to read in its entirety as follows:

Notwithstanding the foregoing, for purposes of Amendment No. 1 and the term thereof, compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Consultant’s Proposal (Exhibit A). In no event shall Consultant’s compensation related to Exhibit A exceed one hundred twenty-five thousand dollars (\$125,000.00) without additional written authorization from the City Council.

Notwithstanding any provision of Consultant’s Proposal to the contrary, out of pocket expenses set forth in Exhibit A respectively, 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. 1 to be executed on the respective dates set forth below.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONSULTANT”

Inland Foundation Engineering, Inc.

City Manager

Date: _____

Allen D. Evans P.E., Principal

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

