

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

ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.

City Hall Civil Engineering Services

This Amendment No. 1 to Agreement for Professional Services is made and entered into as of 11/14/2023, by and between the City of Lake Elsinore, a municipal corporation ("City"), and Engineering Resources of Southern California, Inc., a California Corporation ("Consultant").

RECITALS

A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of 7/12/2022, (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 Consultant to perform civil engineering services related to the new City Hall project. Under the Original Agreement, compensation to Consultant for such professional services would not exceed Sixty-Five Thousand Seven Hundred dollars (\$65,700).

C. The parties now desire to amend the Scope of Services and increase the compensation to pay 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 1, Scope of Services, of the Original Agreement is hereby amended to add the following:

The scope of services to be performed by Consultant shall be revised as described in Consultant's Proposal dated October 28, 2023 (Exhibit A-1).

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

Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultant's Proposal dated June 29, 2022 (Exhibit A) and Consultant's Proposal dated October 28, 2023 (Exhibit A-1), which are attached hereto and incorporated herein by reference. In no event shall Consultant's total compensation for all services performed exceed One Hundred Nine Thousand Seven Hundred Thirty-Two dollars (\$109,732) without additional written authorization from the City. Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A and Exhibit A-1 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.

3. 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”

Engineering Resources of Southern California, Inc. a California corporation

City Manager

Matt Brudin, P.E.

Date: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

Attachments: Exhibit A-1 – Original Agreement (9/21/23)

EXHIBIT A-1

ORIGINAL AGREEMENT (9/21/23)

[ATTACHED]