

AMENDMENT NO. 2
TO AGREEMENT FOR PROFESSIONAL SERVICES

STC Traffic, Inc.

Traffic Signal Coordination Timing Plans for I-15/Main Street Interchange

This Amendment No. 2 to Agreement for Professional Services is made and entered into as of 5/14/2024, by and between the City of Lake Elsinore, a municipal corporation ("City), and STC Traffic, Inc., a Corporation ("Consultant").

RECITALS

A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of 3/28/2023, (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 in an amount of \$35,000.

C. Amendment No. 1, approved March 12, 2024, increased the Consultant's compensation in an amount of \$27,000.

D. The parties now desire to amend the scope of services and increase the payment for such services as set forth in this Amendment No 2.

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:

Consultant shall also perform the services described in Consultant's 4/18/2024 Proposal (attached to this Amendment No. 2 as Exhibit A-1). Consultant shall provide such services at the time, place, and in the manner specified in Exhibit A-1, subject to the direction of the City through its staff that it may provide from time to time.

2. Section 3, Compensation, of the Original Agreement is hereby amended to add the follows:

Notwithstanding the foregoing: (a) for purposes of Amendment No. 2, Consultant shall be entitled to compensation in an amount not to exceed Twenty-Four Thousand One Hundred Twenty dollars (\$24,120) in accordance with the Consultant's Proposal attached as Exhibit A-1 to Amendment No. 2 unless additional compensation is authorized in writing by the City; and (b) Consultant's total compensation shall not exceed Eighty-Six Thousand One Hundred Twenty dollars (\$86,120) unless additional compensation is authorized in writing by the City.

3. Except for the changes specifically set forth herein, all other terms and conditions of the Original Agreement and Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be executed on the respective dates set forth below.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONSULTANT”

STC Traffic, Inc. a Corporation

City Manager

Jason Stack

Date: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

Attachments: Exhibit A-1 – Consultant’s Proposal

EXHIBIT A-1

CONSULTANT'S PROPOSAL

[ATTACHED]