

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

David Evans and Associates Inc.

Additional Architectural Landscape Services for Various Streetscapes

This Amendment No. 1 to Agreement for Professional Design Services is made and entered into as of 2/28/2023, by and between the City of Lake Elsinore, a municipal corporation ("City"), and David Evans and Associates, Inc., a Oregon Corporation ("Consultant").

RECITALS

A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of 1/11/2022, (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 compensation to Consultant in an amount of Two Hundred Forty-Nine Thousand Two Hundred Eighty-Two dollars (\$249,282.00).

C. The parties now desire to amend the scope of services for parkway and median landscape improvements on Lincoln Street, Via De La Valle and Railroad Canyon and to clarify the scope of work relating to Lakeshore construction documents, increase the payment for such additional services and extend the Term as necessary to complete 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:

Consultant shall also perform the services described in Consultant's 1/24/2023 Proposal (attached to this Amendment No. 1 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 2.c., Term, shall be amended and restated in its entirety as follows:

The term of this Agreement shall commence upon execution of this Agreement and shall continue until the services and related work are completed in accordance with the Consultant's Proposal dated August 31, 2021 and attached to the Original Agreement and Consultant's 1/24/2023 Proposal (attached to this Amendment No. 1 as Exhibit A-1).

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

In addition to 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 1/24/2023 Proposal (referenced collectively as Exhibit A-1 Amendment No. 1). In no event shall

Consultant's compensation related to Exhibit A-1 to Amendment No. 1 exceed Three Hundred Twenty-Nine Thousand One Hundred Twenty-Seven dollars (\$329,127.00) 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-1 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.

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"

David Evans and Associates Inc.

City Manager

Date:_____

Kim S. Rhodes, PLA 3867, Vice President

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]