

**AMENDMENT NO. 2
TO AGREEMENT FOR PROFESSIONAL SERVICES**

Sommer Engineering

I-15/Main Street Interchange Improvements

This Amendment No. 2 to Agreement for Professional Services is made and entered into as of 4/11/2023, by and between the City of Lake Elsinore, a municipal corporation ("City"), and Sommer Engineering, a Corporation ("Consultant").

RECITALS

A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of 8/25/2020, (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 Three Hundred Seventy-Seven Thousand Two Hundred dollars and Thirteen cents (\$377,230.13).

C. Amendment No. 1, approved 9/14/2021, provided for an increase in compensation in an amount not to exceed One Hundred Sixteen Thousand Seven Hundred Fifty-Six dollars and Sixty-Four cents (\$116,756.64).

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 3/23/2023 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 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 attached to the Original Agreement as Exhibit A, the Schedule of Charges set forth in Consultant's Proposal attached as Exhibit A-1 to Amendment No. 1 and, for purposes of Amendment No. 2, compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Consultant's Proposal attached to Amendment No. 2 as Exhibit A-1 in the amount not to exceed Two Hundred Eighty-One Thousand Nine Hundred Twenty-Six dollars and Seventy-Five cents (\$281,926.75). Total compensation to the Consultant for services provided under the Original Agreement as amended by Amendment No. 1 and Amendment No. 2 shall not exceed

Seven Hundred Seventy-Five Thousand Nine Hundred Thirteen dollars and Fifty-two cents (\$775,913.52) without additional written authorization from the City Council.

Notwithstanding any provision of Consultant's Proposals to the contrary, out of pocket expenses set forth in Exhibit A, Exhibit A-1 to Amendment No. 1 and Exhibit A-1 to Amendment No. 2, 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. 2 to be executed on the respective dates set forth below.

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

"CONSULTANT"

Sommer Engineering, Inc.

City Manager

Merideth Cann, President

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]