

## **AMENDMENT NO. 1**

### **TO AGREEMENT FOR PROFESSIONAL SERVICES**

#### **Dost Engineering**

#### ***SB 821 Bicycle and Pedestrian Facilities Program Downtown Project***

This Amendment No. 1 to Agreement for Professional Services is made and entered into as of 6/28/2022, by and between the City of Lake Elsinore, a municipal corporation ("City), and Dost Engineering, a Corporation ("Consultant").

#### **RECITALS**

A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of 6/28/2022, (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 in an amount of Forty-Seven Thousand Nine Hundred dollars (\$47,900.00).

C. The parties now desire to amend the scope of services and 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 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 3/13/2023 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 3, Compensation, of the Original Agreement is hereby amended to add the following:

For purposes of Amendment No. 1, compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Consultant's Proposal (referenced collectively as Exhibit A-1 to Amendment No. 1). In no event shall Consultant's compensation for services under Amendment No. 1 exceed Nine Thousand Six Hundred dollars (\$9,600) nor shall the total compensation to Consultant under this Agreement as amended by Amendment No. 1 exceed Fifty-Seven Thousand Five Hundred dollars (\$57,500) without additional written authorization from the City Council.

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”

Dost Engineering

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Farid Dost

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]