

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

HDR Engineering, Inc.

Additional Caltrans Guidance Document for PA&ED

This Amendment No. 2 to Agreement for Contractor Services is made and entered into as of 5/23/2023, by and between the City of Lake Elsinore, a municipal corporation ("City"), and HDR Engineering, Inc., a Corporation ("Contractor").

RECITALS

A. The City and Contractor have entered into that certain Agreement for Contractor Services dated as of 1/9/2018, (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 Contractor in an amount of One Million Nine Hundred Ninety-Two Thousand Five Hundred Twenty-Six dollars (\$1,992,526).

C. Amendment No. 1 was approved 9/14/2021 and increased compensation to Contractor in an amount of One Hundred Forty-Five Thousand Four Hundred Seventy-Five dollars and Sixty-Three cents (\$145,475.63).

D. The parties now desire to amend the scope of services, term 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 Contractor 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 5/3/2023 Proposal (attached to this Amendment No. 2 as Exhibit A-2). Consultant shall provide such services at the time, place, and in the manner specified in Exhibit A-2, 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:

In no event shall Consultant's compensation related to Exhibit A to the Original Agreement exceed One Million Nine Hundred Ninety-Two Thousand Five Hundred Twenty-Six dollars (\$1,992,526) without additional written authorization from the City. In no event shall Consultant's compensation related to Exhibit A-1 to Amendment No. 1 exceed One Hundred Forty-Five Thousand Four Hundred Seventy-Five dollars and Sixty-Three Cents (\$145,475.63).

In no event shall Contractor's compensation related to Exhibit A-2 to Amendment No. 2 exceed One Hundred Thirty Thousand Two Hundred Thirty-Six dollars and Seventy-Two Cents (\$130,235.72) without additional written authorization from the City. Total compensation shall not exceed Two Million Two Hundred Sixty-Eight Thousand Two Hundred Thirty-Seven Dollars and Thirty-Five Cents (\$2,268,237.35)

Notwithstanding any provision of Contractor 's Proposal to the contrary, out of pocket expenses set forth in Exhibit A-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

“CONTRACTOR”

HDR Engineering, Inc.

City Manager

Thomas T. Kim, Senior Vice President

Date: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

Attachments: Exhibit A-2 – Contractor 's Proposal

EXHIBIT A-2

CONTRACTOR 'S PROPOSAL

[ATTACHED]