

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

**WSP ENVIRONMENTAL & INFRASTRUCTURE SOLUTIONS, INC. (FORMERLY WOOD
ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.)**

FOR ON-CALL SERVICES

This Amendment No. 1 to Agreement for Professional Services is made and entered into as of 1/24/2023, by and between the City of Lake Elsinore, a municipal corporation ("City"), and WSP Environment & Infrastructure Solutions, Inc., (formerly Wood Environment & Infrastructure Solutions, Inc.) 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 ninety thousand dollars (\$90,000) at \$30,000 per year.

C. The Original Agreement had a term of three years (with up to two additional renewal extensions) years, commencing on 8/25/2020 and ending on 6/30/2023.

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 1.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Consultant agree as follows:

1. Section 2, Term, of the Original Agreement is hereby amended to read in its entirety as follows:

The term of this Agreement shall commence upon execution of this Agreement and shall continue through June 30, 2024 unless earlier terminated as provided elsewhere in this Agreement.

The City may, at its sole discretion, extend the term of this Agreement up to two additional one-year terms by giving written notice thereof to Consultant not less than thirty (30) days before the end of the contract term, such notice to be exercised by the City Manager.

2. Section 3, Compensation, of the Original Agreement is hereby amended to read in its entirety as follows:

Notwithstanding the foregoing, commencing July 1, 2023, 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). In no event shall Consultant's compensation for Fiscal Year 2023-24 exceed fifty thousand dollars (\$50,000) without additional

written authorization from the City Council. Annual compensation during each renewal term, if any, shall not exceed Fifty Thousand Dollars (\$50,000).

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

WSP Environment & Infrastructure Solutions, Inc.

DocuSigned by:

4F554F68E8FE412...
City Manager

Date: 2/7/2023 | 3:47 PM PST

DocuSigned by:

EF25ED84881540B...
John Rudolph, Senior Env. Scientist
WSP Environment & Infrastructure Solutions, Inc.

Date: 2/7/2023 | 11:14 AM PST

ATTEST:

DocuSigned by:

23978143748C400...
City Clerk

APPROVED AS TO FORM:

DocuSigned by:

A5096D0006AF48C...
City Attorney

DocuSigned by:

678FD35A1E42405...
Assistant City Manager



August 19, 2020

City of Lake Elsinore
130 South Main St.
Lake Elsinore, CA 92530

Attention: Ms. Nicole Dailey

Subject: **Scope of Work and Cost Proposal for FYs 2020-2023**

1.0 PURPOSE

The purpose of this document is to provide a scope and cost proposal to the City of Lake Elsinore for on-call water quality management services for Lake Elsinore.

A proposed scope of work description is provided in Section 2.0, a schedule is presented in Section 3.0, and proposed costs are summarized in Section 4.0.

2.0 PROPOSED SCOPE OF WORK

Wood Environment and Infrastructure Solutions, Inc. (Wood) will assist the City of Lake Elsinore with services relating to in-lake water quality on an on-call basis including but not limited to the following:

- a. Collection of water quality samples and analysis as needed
- b. Lake water quality consultation and support as needed
- c. Habitat restoration support as needed (e.g. bathymetry and sediment sampling)
- d. Special projects related to in-lake water quality
- e. Grant writing support

3.0 PROPOSED SCHEDULE OF CONTRACT

The proposed term of the contract is for 3 years, with two optional 1-year extensions.

4.0 COST PROPOSAL

The cost for the on-call consulting and monitoring services would be time-and materials not to exceed \$30,000 annually, for a maximum of \$90,000 over the initial 3-year service term, or a total of \$150,000 including the optional 2-year term.

If you have any questions, please contact me at your convenience. We look forward to continuing our work with the City of Lake Elsinore on these important projects.

Sincerely,

A handwritten signature in black ink, appearing to read "John Rudolph", is written over a light blue circular stamp.

John Rudolph, M.S.
Senior Aquatic Scientist
Wood Environment & Infrastructure Solutions, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 Madison Avenue 28th Floor New York NY 10017	CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-994-7100 FAX (A/C, No): 212-994-7047 E-MAIL ADDRESS: GGB.WSPUS.CERTREQUESTS@AJG.COM														
INSURED WSP USA Environment & Infrastructure Inc. 1075 Big Shanty Rd. Suite 100 Kennesaw, GA 30144	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Liberty Insurance Corporation</td> <td style="text-align: center;">42404</td> </tr> <tr> <td>INSURER B: Zurich American Insurance Company</td> <td style="text-align: center;">16535</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Insurance Corporation	42404	INSURER B: Zurich American Insurance Company	16535	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER: 548789382****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR </div> <div> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: </div> </div>	Y	Y	GLO 9835819-09	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 3,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,500,000 GENERAL AGGREGATE \$ 7,500,000 PRODUCTS - COMP/OP AGG \$ 3,500,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY </div> <div> <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY </div> </div>	Y	Y	AS7-621-094060-032	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	WA7-62D-094060-012 WA7-62D-094060-982 WA7-62D-095609-072 WC7-621-094060-912	5/1/2022 5/1/2022 5/1/2022 5/1/2022	5/1/2023 5/1/2023 5/1/2023 5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIRTY (30) DAYS NOTICE OF CANCELLATION.

RE: Project Description: On Call Water Monitoring Services in Lake Elsinore, Project No. 2015101900, Contract No. Ag dtd 7/1/20. Certificate Holder are included as Additional Insured with respect to the General Liability and Automobile Liability policies as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Waiver of Subrogation applies to Additional Insured with respect to the General Liability, Automobile Liability and Workers Compensation / Employers Liability policies as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

City of Lake Elsinore
 Attn: Catherine Eakins
 130 South Main Street
 Lake Elsinore CA 92530

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BUSINESS LICENSE

This business license is issued for revenue purposes only and does not grant authorization to operate a business. This business license is issued without verification that the holder is subject to or exempted from licensing by the state, county, federal government, or any other governmental agency.

Business Name: WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS
Business Location: 1075 BIG SHANTY DR NW STE 100
KENNESAW, GA 30144
Owner Name(s): KENDALL H SHERRILL

WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS
1075 BIG SHANTY DR NW STE 100
KENNESAW, GA 30144

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>

TO BE POSTED IN A CONSPICUOUS PLACE

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CITY OF LAKE ELSINORE
Administrative Services - Licensing
130 South Main Street, Lake Elsinore, CA 92530
PH (951) 674-3124

BUSINESS LICENSE NO. 008068
Business Type: GENERAL ENGINEERING CONTRACTOR

Issue Date: 4/1/2022 **Expiration Date:** 3/31/2023