

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

Albert A. Webb Associates

Engineering Traffic Consulting Services

This Amendment No. 1 to Agreement for Professional Services is made and entered into as of 8/22/2023, by and between the City of Lake Elsinore, a municipal corporation ("City"), and Albert A. Webb Associates, a Corporation ("Consultant").

RECITALS

A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of 7/26/2022, (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 One Hundred Twenty-Five Thousand Two Hundred Thirty-Six dollars (\$125,236.00) for a term of one year.

C. The Original Agreement had a term of one (1) years, commencing on July 1, 2022 and ending on June 30, 2023 with an option to extend the term on a 12-month basis not to exceed 2 additional twelve (12) month renewal terms.

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 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 6/30/2023 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, Term, of the Original Agreement is hereby amended to read in its entirety as follows:

Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period commencing on July 1, 2022 and ending June 30, 2024. The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed 1 additional twelve (12) month renewal 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.

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

Notwithstanding 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 6/30/2023 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 One Hundred Forty-Eight Thousand Four Hundred Thirty dollars (\$148,430.00) without additional written authorization from the City Council

Notwithstanding any provision of Consultant's 6/30/2023 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.

4. 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”

Albert A. Webb Associates

City Manager

Dilesh Sheth, Senior Vice 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]