

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

FCG Consultant, Inc.

I-15/Main Street Interchange Improvements – Construction Management & Inspection

This Amendment No. 1 to Agreement for Professional Services is made and entered into as of 9/12/2023, by and between the City of Lake Elsinore, a municipal corporation ("City"), and FCG Consultants, Inc., a Corporation ("Consultant").

RECITALS

A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of 10/13/2020, (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 Seven Hundred Forty-Three Thousand Four Hundred Ninety-One dollars and Thirty-Five cents (\$743,491.35).

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 8/14/2023 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 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 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 Three Hundred Forty-Nine Thousand Nine Hundred Forty-Four dollars and Forty-Eight cents (\$349,944.48) without additional written authorization from the City Council. Total compensation shall not exceed One Million Ninety-Three Thousand Four Hundred Thirty-Five dollars and Eighty-Three cents (\$1,093,435.83).

Notwithstanding any provision of Consultant's 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.

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"

FCG Consultants, Inc.

City Manager

Maha Fakhouri, President & CEO

Date: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Director of Administrative Services

Attachments: Exhibit A-1 – Consultant's Proposal

EXHIBIT A-1

CONSULTANT'S PROPOSAL

[ATTACHED]