

**AMENDMENT NO. 2
TO AGREEMENT FOR PROFESSIONAL SERVICES
Aguilar Consulting, Inc.**

Temescal Canyon Road Bridge over Temescal Wash Replacement

This Amendment No. 2 to Agreement for Professional Services is made and entered into as of July 11, 2017, by and between the City of Lake Elsinore, a municipal corporation ("City"), and Aguilar Consulting, Inc., a California corporation ("Consultant").

RECITALS

A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of February 16, 2015, (the "Original Agreement"), which was approved on May 27, 2014. 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 \$799,762.

C. Amendment No. 1 was executed and deemed effective June 3, 2014, to incorporate the mandatory Federal Provisions to the contract.

D. The parties now desire to modify the original scope of services 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 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 June 20, 2017, Proposal (attached to this Amendment No. 2 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:

Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultants' Proposal (Exhibit A to the Original Agreement) and Consultant's June 20, 2017, Proposal (Exhibit A-1 to Amendment No. 2).

In no event shall Consultant's compensation related to Exhibit A (Original Agreement) and Exhibit A-1 (Amendment No. 2) exceed Eight Hundred Fifty Seven Thousand Three Hundred Twenty Nine dollars and Thirty Two cents (\$857,329.32) without additional written authorization from the City.

Notwithstanding any provision of Consultant's Proposal and/or Consultant's June 20, 2017, Proposal to the contrary, out of pocket expenses set forth in Exhibit A and 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. 2 to be executed on the respective dates set forth below.

"CITY"

"CONSULTANT"

CITY OF LAKE ELSINORE, a municipal corporation

Aguilar Consulting, Inc., a California corporation

Grant Yates, City Manager

Ceazar Aguilar, PE

Date: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments: Exhibit A-1 – Consultant's June 20, 2017 Proposal
Exhibit B – Original Agreement

EXHIBIT A-1
CONSULTANT'S [date] PROPOSAL
[ATTACHED]

EXHIBIT B
ORIGINAL AGREEMENT
[ATTACHED]

EXHIBIT B