

**AMENDMENT NO. 3
TO AGREEMENT FOR PROFESSIONAL SERVICES**

Engineering Resources of Southern California (ERSC)

Engineering Plan Check Services

This Amendment No. 3 to Agreement for Professional Services is made and entered into as of 6/28/2022, by and between the City of Lake Elsinore, a municipal corporation ("City"), and Engineering Resources of Southern California, a California Corporation ("Consultant").

RECITALS

A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of 6/23/2020, (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 One Hundred Thousand dollars (\$100,000.00).

C. The Original Agreement had a term of 3 (three) years, commencing on 7/1/2020 and ending on 6/30/2023.

D. Amendment No. 1, approved April 13, 2021, provided for an increase in compensation in an amount not to exceed Seventy-Five Thousand dollars (\$75,000).

E. Amendment No. 2, approved October 26, 2021, provided for an increase in compensation in an amount not to exceed Nine Hundred Seventy-Two Thousand Six Hundred Twenty-Five Dollars (\$972,625) for Fiscal Year 2021-22.

F. Development activity is increasing in the City with the number of plan checks and the need for services also increasing. To accommodate the increased need for services, the parties now desire to increase the payment for such services as set forth in this Amendment No 3.

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

1. 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 Consultant's Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Consultant's annual compensation exceed Eight Hundred Fifty Thousand dollars (\$850,000.00) without additional written authorization from the City. Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A 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.

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. 3 to be executed on the respective dates set forth below.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONSULTANT”

Engineering Resources of Southern California (ERSC)

City Manager

President

Date: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

Attachments: Exhibit A – Consultant’s Proposal

EXHIBIT A

CONSULTANT'S PROPOSAL

[ATTACHED]