

**AMENDMENT NO. 1
TO AGREEMENT FOR CONTRACTOR SERVICES
Recycled Wood Products (RWP)**

Citywide LLMD – Landscape Mulch Maintenance

This Amendment No. 1 to Agreement for Contractor Services ("Amendment No. 1") is made and entered into as of April 23, 2019 by and between the City of Lake Elsinore, a municipal corporation ("City), and Recycle Wood Products (RWP) ("Contractor").

RECITALS

A. The City and Contractor have entered into that certain Agreement for Contractor Services dated as of August 28, 2018 (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 Contractor in an amount not to exceed Eight Nine Thousand Six Hundred dollars (\$89,600) for Fiscal Year 2018/2019.

C. The term of the Original Agreement was for ten (10) months.

D. The parties now desire to increase the compensation 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 Contractor 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 Contractor shall be in accordance with the fees set forth in Contractor's Proposal (Exhibit A to the Original Agreement and Exhibit C to Amendment No. 1).

In no event shall Contractor's total compensation related to Exhibit A to the Original Agreement and Exhibit C to Amendment No. 1 exceed One Hundred Thirteen Thousand Six Hundred Thirty Two dollars (\$113,632) for Fiscal Year 2018-2019 without additional written authorization from the City.

Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses set forth in Exhibit A and Exhibit B 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.

2. 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

Grant Yates, City Manager

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

“CONTRACTOR”

Recycled Wood Products (RWP).

By: Hank Egigian

Its: Vice President

Date: _____

Attachments: Exhibit B – Original Agreement

EXHIBIT B
ORIGINAL AGREEMENT
[ATTACHED]