

**AMENDMENT NO. 1
TO AGREEMENT FOR CONTRACTOR SERVICES
Hemet Fence Corporation**

Canyon Hills Community Park Upgrades Z40024

This Amendment No. 1 to Agreement for Contractor Services ("Amendment No. 1") is made and entered into as of September 10, 2019 by and between the City of Lake Elsinore, a municipal corporation ("City"), and Hemet Fence Corporation, a Corporation ("Contractor").

RECITALS

A. The City and Contractor have entered into that certain Agreement for Contractor Services dated as of June 11, 2019 (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 dollars (\$43,900) annual unit price agreement each year.

C. The term of this Agreement shall continue until the services and related work are completed.

D. The parties now desire to add services and increase compensation by an additional \$37,390 to a not to exceed amount of \$81,290, 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 and restated in its entirety as follows:

Compensation to be paid to the Contractor shall be in accordance with the Contractor's Proposal (Exhibit A to the Original Agreement) and Supplemental Proposal (Exhibit B to Amendment No. 1). In no event shall Contractor's compensation for FY19-20 exceed Eighty One Thousand Two Hundred Ninety Dollars (\$81,290) 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 of the Original Agreement and Exhibit B of the Amendment No. 1, 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

“CONTRACTOR”

Hemet Fence Corporation, a California Corporation

Grant Yates, City Manager

By: Cindy Martin - President

Date: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments: Exhibit A – Original Agreement
Exhibit B - Proposal

EXHIBIT A
ORIGINAL AGREEMENT
[ATTACHED]

EXHIBIT B
CONTRACTOR'S SUPPLEMENTAL PROPOSAL
[ATTACHED]