

**AMENDMENT NO. 2 TO AGREEMENT
BETWEEN THE CITY OF LAKE ELSINORE
AND BUREAU VERITAS
FOR PLAN CHECK SERVICES**

AMENDMENT NO. 2 is made and entered into as of **September 24, 2019** by and between the City of Lake Elsinore ("City"), a municipal corporation, and Bureau Veritas North America, Inc. a Delaware corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment No. 2 is made with the respect to the following facts and purposes:

a. On December 13, 2016 the City and Consultant entered into that certain agreement for engineering plan check services entitled "Agreement for Professional Services" (the "Original Agreement") for a two and a half (2.5) year term, subject to annual review by the City Manager.

b. The Original Agreement provided for compensation to Consultant in an amount not to exceed \$300,000 for each Fiscal Year.

c. Amendment No. 1, approved by the City Council on April 23, 2019 increased the payment for services an additional \$198,000 for Fiscal Year 2018-19.

d. The parties now desire to extend the term of the Agreement to June 30, 2020 in an amount not to exceed \$300,000 and with an option to renew one (1) additional year in accordance with the terms set forth in this Amendment No. 2.

2. **Section 2.c. Term** of the Agreement, first paragraph, is hereby amended to read as follows:

The services of Consultant are to commence upon execution of this Agreement and, unless earlier terminated or extended as provided elsewhere in this Agreement, shall continue through June 30, 2020. The City may, at its sole discretion, extend the term of this Agreement one (1) additional year by giving written notice thereof to Consultant not less than thirty (30) days before the end of the contract term, such notice to be exercised by the City Manager.

3. **Section 3. Compensation** of the Agreement is hereby amended and restated 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). In no event shall Consultant's compensation exceed Three Hundred Thousand Dollars (\$300,000) for Fiscal Year 2019-2020 or for any extension term exercised by the City Manager in accordance with Section 2.c. 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 to the Original Agreement 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 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF LAKE ELSINORE

CONSULTANT

Steve Manos - Mayor

Isam Hasenin,
Bureau Veritas

Date: _____

Date: _____

Attest:

Mark Mahan, Deputy City Clerk

Approved as to Form:

Barbara Leibold, City Attorney