

**FIRST AMENDMENT TO SHORT FORM PURCHASE CONTRACT
BETWEEN THE CITY OF LAKE ELSINORE
AND LOUIE TOZSER DESIGN, INC.**

**FOR THE PURPOSES OF FABRICATING ART PANELS FOR THE
HISTORIC MAIN STREET LIGHT SCULPTURES**

THIS FIRST AMENDMENT is made and entered into as of September 1, 2019, by and between the City of Lake Elsinore, a municipal corporation ("City") and Louie Tozser Design, Inc., a California corporation ("Contractor").

1. This Amendment is made with the respect to the following facts and purposes:

a. On September 12, 2018 the City and Contractor entered into a Short Form Purchase of Service Contract in the amount of \$29,997.60 for the design, fabrication, delivery and installation of certain light sculptures for the City's Historic Main Street Parking Lot (the "Original Agreement").

b. The parties now desire to expand the scope of goods and/or services compensation to Contractor as set forth in the Amendment.

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

1. The description of **Contractor's Obligations** in **Section 3(a)** of the Original Agreement is hereby amended in its entirety to read as follows:

Fabricate two (2) architectural 11' triangle panel art marque. 1/8 steel plate with internal bracing, powdercoat, delivery, and mounting hardware. Digitize artwork, fabricate and install six (6) art panel designs, three (3) per structure. Place completed monuments onto concrete pedestals.

2. **Section 5, Compensation**, of the Original Agreement is hereby amended to add additional tasks as follows:

Task	Amount
Fabricate (2) architectural 11' triangle panel art marque. Steel plate, bracing, powdercoat, deliver and mounting hardware.	\$29,997.60
Digitize artwork, fabricate and install six (6) art panel designs, three (3) per structure.	\$13,200.00
Crane services for monument placement.	\$1,400.00
Sales Tax	\$1,023.00
Total:	\$45,620.60

Total compensation under the Original Agreement, as amended by the First Amendment, shall not exceed \$45,620.60.

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

“CITY”

CITY OF LAKE ELSINORE,
a municipal corporation

“CONTRACTOR”

Louie Tozser Design, Inc.

Grant Yates, City Manager

Louie Tozer

Date: _____

Date: _____

ATTEST:

Mark Mahan, Deputy City Clerk

APPROVED AS TO FORM:

Barbara Leibold, City Attorney

Attachments: Exhibit A-1 – Contractor’s Proposal

EXHIBIT A-1

CONTRACTOR'S PROPOSAL

(ATTACHED]

2510 Main St
Riverside CA 92501
(951) 684-4050



Date	Invoice
9/18/2019	2067

Bill To
City Of Lake Elsinore

Ship To:	

P.O. No.	Terms	Ship Via	Ordered By
	Due on receipt		

[illegible]

Louie Tozser Design inc shall not in any event be liable for incidental, consequential or special damages of any kind resulting from any use or failure of products, or any liability of buyer to a third party, damage or loss occasioned by such product including personal injury or property damage