

**AMENDMENT NO. 1  
TO AGREEMENT FOR PROFESSIONAL SERVICES  
Glenn Lukos Associates**

**Summerhill Drive Extension Project  
Biological and Regulatory Support**

This Amendment No. 1 to Agreement for Professional Services ("Amendment No. 1") is made and entered into as of \_\_\_\_\_, 2019, by and between the City of Lake Elsinore, a municipal corporation ("City") and Glenn Lukos Associates, Inc., a California corporation ("Consultant").

**RECITALS**

A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of January 8, 2019 (the "Original Agreement") attached hereto as Exhibit B. 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 not to exceed One Hundred and Nine Thousand Three Hundred and Sixty-Two dollars (\$109,362).

C. The Original Agreement provides for services related to biological and regulatory support for the Summerhill Drive Extension Project.

D. The parties now desire to amend the Original Agreement to increase the scope of services provided by Consultant by adding dry season and wet season surveys for fairy shrimp in accordance with United States Fish and Wildlife Service guidelines and Western Riverside County Multiple Species Habitat Conservation Plan requirements, and to increase compensation to pay for the additional services as set forth in this Amendment No. 1.

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

1. Section 1, Scope of Services, is hereby amended to read in its entirety as follows:

Consultant shall perform the services described in Consultant's Proposal (Exhibit A of the Original Agreement) and additional services described in Consultant's Change Order Request (Exhibit A).

2. Section 2, subpart C, Term, is hereby amended to add the following:

Unless earlier terminated as provided elsewhere in the Original Agreement, this Amendment No. 1 shall commence immediately and shall continue until the services and related work are completed in accordance with the Consultant's Change Order Request (Exhibit A).

3. Section 3, Compensation, 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 Consultants Proposal (Exhibit A to the Original Agreement) and the Consultant's Change Order Request (Exhibit A).

In no event shall Consultant's compensation for services for services set forth in Exhibit A to this Amendment No. 1 exceed Fifty-Three Thousand Four Hundred Eighty dollars (\$53,480) without additional written authorization from the City. Aggregate compensation for Consultant services completed pursuant to the Original Agreement and Amendment No. 1 shall not exceed One Hundred Sixty-Two Thousand Eight Hundred Forty-Two dollars (\$162,842) without written authorization from the City.

Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses 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.

4. 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

"CONSULTANT"

Glenn Lukos Associates, Inc., a California corporation]

\_\_\_\_\_  
Grant Yates, City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
By: Thienan Pfeiffer  
Its: President

Exhibits:      A. Consultant's Proposal for Additional Work  
                    B. Original Agreement

EXHIBIT A  
CONSULTANT'S PROPOSAL  
[ATTACHED]

EXHIBIT B  
ORIGINAL AGREEMENT  
[ATTACHED]