

**AMENDMENT NO. 2  
TO AGREEMENT FOR PROFESSIONAL SERVICES  
Dost Engineering**

**Traffic Engineering Services**

This Amendment No. to Agreement for Professional Services is made and entered into as of November 12, 2019, by and between the City of Lake Elsinore, a municipal corporation ("City), and Dost Engineering, ("Consultant").

**RECITALS**

A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of December 01, 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 Consultant in an amount of Thirty Thousand dollars (\$30,000).

C. Amendment No. 1 was approved May 14, 2019, to increase the Consultant's compensation to in an amount not to exceed Seventy-Eight Thousand dollars (\$78,000)

D. The parties now desire to amend the scope of services and increase the payment for such services as set forth in this Amendment No 2.

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, of the Original Agreement is hereby amended to add the following:

Consultant shall also perform the services described in Consultant's October 16, 2019 Proposal (attached to this Amendment No. 2 as Exhibit A-2). Consultant shall provide such services at the time, place, and in the manner specified in Exhibit A-2, subject to the direction of the City through its staff that it may provide from time to time.

2. Section 3, Compensation, of the Original Agreement is hereby amended to add the following:

Notwithstanding the foregoing, for purposes of Amendment No. 2 and the term thereof, compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Consultant's Proposal (referenced collectively as Exhibit A-2 Amendment No. 2). In no event shall Consultant's compensation related to Exhibit A-2 to Amendment No. 2 exceed Thirty-Seven Thousand Eight Hundred dollars (\$37,800) nor shall Consultant's total compensation under this Agreement, as amended, exceed One Hundred Forty-Five Thousand Eight Hundred dollars (\$145,800) 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-2 respectively, 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 Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be executed on the respective dates set forth below.

“CITY”  
CITY OF LAKE ELSINORE, a municipal corporation

“CONSULTANT”  
Dost Engineering

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

\_\_\_\_\_  
Farid Dost, Owner/Principal Engineer

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

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

ATTEST:

\_\_\_\_\_  
Candice Alvarez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Barbara Leibold, City Attorney

Attachments: Exhibit A-2 – Consultant's Proposal

EXHIBIT A-2  
CONSULTANT'S PROPOSAL  
[ATTACHED]

## DOST ENGINEERING

PLANNING, DESIGN & CONSTRUCTION SUPPORT

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[www.dost-engineering.com](http://www.dost-engineering.com)

TO: Remon Habib, P.E. City Engineer

City of Lake Elsinore

130 S. Main Street

Lake Elsinore, CA 92530

Date: October 16, 2019

RE: Camino Del Norte - Improvements Project No. Z10030 – **Additional Work Request 2**

Dear Remon,

Dost Engineering has been working diligently to assist the City of Lake Elsinore with Camino Del Norte on various stages of construction. Dost Engineering has been working to ensure all the technical information is provided to the contractor on a timely and professional manner.

The recent RFI's, and in particular RFI No. 21, are design related information such as alignments, stations and offsets, ADA curb geometry and elevations, drainage and wall stationing and elevations, grading, top and toe of slope staking information, and edge of pavement information. Responses to such RFI's requires changes to the original construction documents and design and requires new details and profiles. Based on recent RFI's, we anticipate the contractor will be requesting for more information on other surface improvement data such as pavement, signals, streetlighting, striping and signing. Dost Engineering is working hard to stay consistent with the original construction documents and at the same time address all these RFI's to ensure unnecessary Change Orders are not created as responses to the RFI's. Dost Engineering is pleased to assist and provide the technical assistance and design changes as needed for this project, however, our budget for our professional services is being expended on services not originally anticipated. Currently, Dost Engineering has approximately 25 hours remaining and we anticipate addressing the current RFI's will require more than 25 hours of effort.

## ADDITIONAL WORK REQUEST 2

**Additional Work Requested By:** City of Lake Elsinore

**Additional Work Summary:** Dost Engineering will develop a new set of plans and details where the new plan can be used as reference plan and ultimately as an As-Built plan. Dost Engineering will continue to address all the RFI's on the technical and design related needs of the project and at the same time develop accurate set of plans that will identify major design related issues. Potential construction Change Orders can be mitigated and addressed prior to coming to light. We will need information from the City and the Contractor on certain infrastructures already constructed, such as the headwalls for the drainage systems, so it does not become an issue as we continue to fill to the surface improvements. In addition, these set of plans will provide accurate profiles showing drainages and other utilities which can be used to design and ultimately construct future utilities as needed.

**Schedule:** Dost Engineering will continue to provide all the services identified in the original scope of work and until completion of project which is estimated in January or February of 2020.

**Compensation:** We estimate 315 hours of effort is required or \$37,800. This estimate is based on providing the City the original professional services as identified in the scope of work, and a new set of plans, details and profiles to be used for reference in construction and for City as-as-built plans.

Sincerely,  
*Farid Dost*  
Dost Engineering  
Farid Dost, PE, QSD  
Principal Engineer

