

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

STK ARCHITECTURE INC.

Public Works Tenant Improvements to the Building located at 522 Poe Street

This Amendment No. 2 to Agreement for Consultant Services ("Amendment No. 2") is made and entered into as of May 12, 2020 by and between the City of Lake Elsinore, a municipal corporation ("City"), and STK Architecture Inc. ("Consultant").

RECITALS

A. The City and Consultant have entered into that certain Agreement for Consultant Services dated as of June 11, 2019 (the "Original Agreement") attached as Exhibit A to this Amendment No. 2. 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 \$59,960.

C. Amendment No.1 modified the professional services and added geological engineering services in the amount of \$13,770.

D. The parties now desire to modify the professional services and increase the award of funds by \$4,290 to cover the work for structural design changes 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 3, Compensation, of the Original Agreement and as previously amended 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). In no event shall Consultant's compensation related to the services set forth in Consultant's Proposal (Exhibit A to the Original Agreement) exceed \$78,020 without additional written authorization from the City. For reference, consultant's compensation has been provided as follows:

Original Agreement: \$59,960

First Amendment: Additional \$13,770

Second Amendment: Additional \$4,290

Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A of 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.

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. 2 to be executed on the respective dates set forth below.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONSULTANT”

STK Architecture Inc.

Grant Yates, City Manager

GV Salts - Owner

Date:_____

Date:_____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments: Exhibit A – Original Agreement

EXHIBIT A
ORIGINAL AGREEMENT
[ATTACHED]