

**AMENDMENT NO. 2
TO AGREEMENT FOR PROFESSIONAL SERVICES
David Evans and Associates, Inc.**

***Landscape Architectural Services for the Wall Aesthetic Treatment
Along Railroad Canyon Interchange***

This Amendment No. 2 to Agreement for Professional Services (Amendment No. 2) is made and entered into as of January 12, 2021, by and between the City of Lake Elsinore, a municipal corporation ("City), and David Evans and Associates, Inc., an Oregon corporation ("Consultant").

RECITALS

A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of December 5, 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 \$30,000.

C. Amendment No. 1, approved May 28, 2019, increased the Consultant compensation in an amount not to exceed \$16,300.

D. The parties now desire to modify 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 January 04, 2021 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 2, subpart B, Performance Schedule, of the Original Agreement is hereby amended to add the following:

Consultant shall commence the services pursuant to this Amendment No. 2 and Exhibit A-2 upon receipt of a written notice to proceed and shall perform all services within ten (10) days from the Notification to Proceed.

3. Section 3, Compensation, of the Original Agreement 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 Consultant's January 04, 2021 Proposal (Exhibit A-2 to Amendment No. 2).

In no event shall Consultant's compensation related to Exhibit A to the Original Agreement exceed Thirty Thousand dollars (\$30,000) without additional written authorization from the City. In no event shall Consultant's compensation related to Exhibit A-1 to Amendment No. 1 exceed Sixteen Thousand Three Hundred dollars (16,300).

In no event shall Consultant's compensation related to Exhibit A-2 to Amendment No. 2 exceed Twenty Nine Thousand Five Hundred Seventy Six dollars (\$29,576) without additional written authorization from the City.

Notwithstanding any provision of Consultant's Proposal and/or Consultant's January 04, 2021 Proposal to the contrary, out of pocket expenses set forth in Exhibit A, Exhibit A-1, and 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.

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

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

"CONSULTANT"

David Evans and Associates, Inc., an Oregon corporation

Grant Yates, City Manager

Kim Rhodes, Vice President

Date:_____

Date:_____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments: Exhibit A-2 – Consultant's Proposal

EXHIBIT A-1
CONSULTANT'S [date] PROPOSAL
[ATTACHED]



May 16, 2019

Remon Habib, PE
Acting City Engineer
City of Lake Elsinore
130 S. Main Street
Lake Elsinore, CA 92530

**SUBJECT: REQUEST FOR AMENDMENT NO. 1 - LANDSCAPE ARCHITECTURAL
SERVICES FOR THE WALL AESTHETIC TREATMENT ALONG
RAILROAD CANYON INTERCHANGE IN THE CITY OF LAKE ELSINORE**

Dear Remon,

Thank you for your willingness to work collaboratively on the Transportation Art project that is now fully underway following approval of our concepts for the wall aesthetics. As you know, the current contract allowed only for team coordination by DEA with the concept work being provided by Hunt Design. However, in the midst of preparing the interchange work and learning that Caltrans would need to have the Headquarters (HQ) team review and approve our wall aesthetics, it quickly became apparent that plans would need to be prepared - one set that went with the interchange project (no cost to you as these are part of our contract with WKE) and another set of plans that would provide significant detail regarding the layout of art on the wall, texture (patterns and dimensions), lighting needs, wall reveal details, and imagery of the proposed Transportation Art. This effort also required close coordination with the Caltrans Landscape Architecture Division, in addition to the structural and lighting team members.

Collectively, the City and Hunt Design prepared the necessary forms / paperwork that accompanied the plans and hence that too created work beyond the original scope for Hunt Design. DEA has prepared four plan sheets to date as part of the package sent to Caltrans.

Although (at this time) we are unaware of what will be requested by Caltrans beyond what was submitted, we would like to request additional compensation to make us 'whole' given DEA used the fees originally set aside for Hunt Design such that we could expedite the plan preparation. Currently the package is being reviewed by Caltrans District 8 and HQ. Understanding there will be changes required or supplemental information needed, we would like to request a change order in the amount of \$16,300.

4141 E. Inland Empire Blvd., Suite 250, Ontario, CA 91764 T: (909) 481-5750 F: (909) 481-5757

May 16, 2019
City of Lake Elsinore
I-15 / Railroad Canyon Interchange
Request for C.O. No. 1
Page 2

Fees for reimbursables may include mileage, printing, computer imagery and delivery costs. The fee shown herewith includes up to \$250 of reimbursable expenses.

Invoices will be due and payable within 30 days and will be sent monthly based upon the percentage of work completed. Government fees, mileage, delivery costs such as Federal Express charges and plotting / reproduction services are considered reimbursable fees and shall be billed to you at cost plus 15%. Any service requested which does not fall within the scope of services listed, or any duplication of work due to changes desired by the City, Caltrans, or WKE will be performed on an "Extra Services" basis and negotiated accordingly.

We appreciate the opportunity to collaborate with the City and look forward to the next steps in obtaining approval for the transportation art package. We look forward to discussing this proposal with you.

Sincerely,

DAVID EVANS AND ASSOCIATES, INC.



Kim S. Rhodes, L.A. 3867
Vice President

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