

**AMENDMENT NO. 1
TO AGREEMENT FOR CONTRACTOR SERVICES**

Safe Sidewalks, Inc. dba Precision Concrete Cutting

Concrete Cutting and Sidewalk Survey Services

This Amendment No. 1 to Agreement for Contractor Services is made and entered into as of January 12, 2020, by and between the City of Lake Elsinore, a municipal corporation ("City"), and Precision Concrete Cutting, a Corporation ("Contractor").

RECITALS

A. The City and Contractor have entered into that certain Agreement for Contractor Services dated as of July 1, 2020 (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 Contractor in an amount of Thirty Thousand dollars (\$30,000).

C. The Original Agreement had a term of three years (with two (2) 12-month extensions), commencing on July 1, 2020 and ending on June 30, 2023.

D. The parties now desire to increase the payment for such services as set forth in this Amendment No 1.

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

1. Section 3, Compensation, of the Original Agreement is hereby amended to read in its entirety as follows:

Notwithstanding the foregoing, for purposes of Amendment No. 1 and the term thereof, compensation to be paid to Contractor shall be in accordance with the Schedule of Charges set forth in Contractor's Proposal (referenced collectively as Exhibit A-1 Amendment No. 1). In no event shall Contractor's compensation related to Exhibit A-1 to Amendment No.1 exceed One Hundred Seventy Five Thousand dollars (\$175,000) without additional written authorization from the City Council. Annual compensation during each renewal term, if any, shall not exceed One Hundred Seventy Five Thousand Dollars (\$175,000).

Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses set forth in Exhibit A-1 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.

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

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONTRACTOR”

Precision Concrete Cutting, a Corporation

Grant Yates, City Manager

Gary Beneduci

Date: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Risk Manager

Attachments: Exhibit A-1 – Contractor’s Proposal

EXHIBIT A-1

CONTRACTOR'S PROPOSAL

[ATTACHED]