

**AMENDMENT NO. 1
TO AGREEMENT FOR CONTRACTOR SERVICES (ON-CALL)
NPG, Inc.**

**Citywide Dirt Road Paving Program – Z10047
Annual Citywide Slurry Seal Program – Z10014
Annual Curb Gutter and Sidewalk – Z10001**

This Amendment No. 1 to Agreement for Contractor Services ("Amendment No. 1") is made and entered into as of April 27, 2021, by and between the City of Lake Elsinore, a municipal corporation ("City"), and NPG, Inc., a California Corporation ("Contractor").

RECITALS

A. The City and Contractor have entered into that certain Agreement for Contractor Services dated as of September 8, 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 Two Hundred Twenty Thousand dollars (\$220,000) for Fiscal Year 2020/2021.

C. The term of the Original Agreement was to commence on September 8, 2020 and end June 30, 2021. The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed 2 additional twelve (12) month renewal terms.

D. The parties now desire increase compensation of the contract an additional \$379,960 for a not to exceed amount of \$599,960 for FY20-21.

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:

Compensation to be paid to Contractor shall be in accordance with the fees set forth in Contractor's Proposal (Exhibit A to the Original Agreement) and Exhibit B to this Amendment No. 1.

In no event shall Contractor's compensation related to Contractor's Proposal, Exhibit A in Original Agreement and Amendment No. 1, exceed Five Ninety Nine Thousand Nine Hundred Sixty Dollars (\$599,960) for Fiscal Year 2020-2021 without additional written authorization from the City Council.

Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses set forth in Exhibit A – Original Contract and Exhibit B – Amendment No. 1 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

“CONTRACTOR”

NPG, Inc., a California corporation

Jason Simpson, City Manager

By: Jeff Nelson

Its: President

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments: Exhibit B – Proposals

EXHIBIT B
PROPOSALS
[ATTACHED]