

**AMENDMENT NO. 1  
TO AGREEMENT FOR CONTRACTOR SERVICES  
NPG, Inc.**

**Citywide Park Parking Lot Improvement - CIP# Z40023, Canyon Hills Park Upgrades  
CIP# Z40024, and Tuscany Hills Park Renovation CIP# Z40021  
Building Facilities Renovations – CIP # Z20005**

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 December 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 One Hundred Seventy One Thousand Ninety dollars (\$171,090) for Fiscal Year 2020/2021.

C. The parties now desire to amend the Term of the contract, revise the Scope of Service to include Facility Parking Lot Renovations and increase compensation of the contract an additional \$501,665 for a not to exceed amount of \$672,755 for FY20-21.

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

1. Section 1, Scope of Services, of the Original Agreement is hereby amended to add the following:

Contractor shall also perform the services described in Contractor's Proposals (attached to this Amendment No. 1 as Exhibit B). Contractor shall provide such services at the time, place, and in the manner specified in Amendment No.1 - Exhibit B, subject to the direction of the City through its staff that it may provide from time to time.

2. The first paragraph of Section 2, subpart c, Term, of the Original Agreement is hereby amended and restated as follows:

Unless earlier terminated as provided elsewhere in the Original Agreement, this Amendment No. 1 shall continue in full force and effect for a period of twelve (12) months, commencing on December 8, 2020 and ending on June 30, 2021.

3. Section 3, Compensation, of the Original Agreement is hereby amended and restated 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 Six Hundred Seventy Two Thousand Seven Hundred Fifty Five Dollars (\$672,755) 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]