

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF RIALTO
AND
LOCKWOOD ENGINEERING COMPANY**

1. PARTIES AND DATE.

This First Amendment to the Professional Services Agreement (“First Amendment”) is made and entered into this **January 9, 2018** by and between the **City of Rialto** (“City”) and **LOCKWOOD ENGINEERING COMPANY** (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this First Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated **October 24, 2017** (“Agreement”), whereby Consultant agreed to provide Enhanced Infrastructure Improvement District consulting services to the **City**.

2.2 Amendment. City and Consultant desire to amend the Agreement for the first time to extend the term of the Agreement and increase the total amount of compensation for the Agreement.

3. TERMS.

3.1 Compensation. Section 2.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Attachment ‘B’ of the Agreement. The total compensation shall increase by **\$10,500** and not exceed **\$30,000** without written approval of the City Council. Extra work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

3.2 Schedule of Performance. Section 3.2 of the Agreement is hereby amended as follows:

"3.2 Schedule of Performance. The term of this Agreement ends on **May 1, 2018**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this

Agreement, and shall meet any other established schedules and deadlines."

3.4 Scope of Services. The Scope of Services at Exhibit "A" of the Agreement is hereby amended to add the additional services described in Consultant's December 24, 2017 Proposal for Professional Engineering Services – SW Corner of Casmalia and Alder Avenues, attached to this Amendment.

3.5 Continuing Effect of Agreement. Except as amended by this First Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

3.6 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.

3.7 Counterparts. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF RIALTO

CONSULTANT

By: _____
Deborah Robertson
Mayor

By: _____
Carleton Lockwood
President

Attest:

Barbara McGee, City Clerk

Approved as to Form:

Fred Galante, City Attorney

CONSULTANT PROPOSAL