

**FIRST AMENDMENT TO THE
AGREEMENT FOR POTHOLE REPAIR AND ASPHALT MAINTENANCE SERVICES
BETWEEN THE CITY OF RIALTO, CALIFORNIA
AND
HARDYAND HARPER, INC.**

1. PARTIES AND DATE.

This First Amendment to the Agreement for Pothole Repair and Asphalt Maintenance Services ("**First Amendment**") is made and entered into this date, September 13, 2022 ("**Effective Date**") by and between the City of Rialto, a municipal corporation ("**City**") and Hardy and Harper, Inc., ("**Contractor**"). City and Contractor are sometimes individually referred to as "Party" and collectively as "**Parties**" in this First Amendment.

2. RECITALS.

2.1 Agreement. City and Contractor entered into that certain Services Agreement dated April 12, 2022, ("**Agreement**"), whereby Contractor agreed to provide services to the City related to Pothole Repair and Asphalt Maintenance.

2.2 Amendment. City and Contractor desire to amend the Agreement by this First Amendment to include additional tasks for the project as set forth in "**Exhibit A**", to extend the term of the Agreement, and to increase the total amount of compensation for the Agreement.

3. TERMS.

3.1 Scope of Services. In addition to the Scope of Services set forth in the Agreement, Contractor shall perform the additional services included in this First Amendment to the Agreement and described in "**Exhibit A**", attached hereto and incorporated herein by this reference.

3.2 Payment Terms. Contractor shall be compensated for the additional services included in this First Amendment in an amount not to exceed **\$150,000.00 (One Hundred and Fifty Thousand Dollars)**. The total compensation, including reimbursement for actual expenses, the City will pay Contractor pursuant to the Agreement as amended by the First Amendment shall not exceed **\$1,150,000.00 (One Million One Hundred and Fifty Thousand Dollars).**"

3.3 Time for Performance. The time to complete the additional services included in the First Amendment shall begin immediately upon the City Council's approval of the First 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.

3.8 Conflict of Interest. Pursuant to Rialto Municipal Code section 2.48.145, Contractor represents that it has disclosed whether it or its officers or employees is related to any officer or employee of the City by blood or marriage within the third degree which would subject such officer or employee to the prohibition of California Government Sections 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090. To this end, by approving this Agreement, Contractor attests under penalty of perjury, personally and on behalf of Contractor, as well its officers, representatives, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed to the City in writing.

3.9 Corporate Authority. The persons executing this First Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this First Amendment on behalf of said party, (iii) by so executing this First Amendment, such party is formally bound to the provisions of this First Amendment and (iv) the entering into this First Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, the parties have caused their authorized representative to execute this agreement the day and year first above written.

CITY OF RIALTO

(HARDY AND HARPER, INC.)

By: _____
 Marcus Fuller
 City Manager

By: _____
 Signature

 Printed Name

Attest:

 Title

By: _____
 Barbara McGee
 City Clerk

By: _____
 Signature

Approved as to Form:

 Printed Name

Burke, Williams & Sorensen, LLP

 Title

By: _____
 Eric S. Vail
 City Attorney

****Two signatures are required if a
corporation****

EXHIBIT "A"
SCOPE OF SERVICES

Contractor shall provide on-call pothole repair and asphalt maintenance services solely for Rialto Utility Authority not exceeding the amount of \$150,000.00 (One Hundred and Fifty Thousand Dollars). Specifically, Contractor shall provide those services as outlined in its proposal dated March 16, 2022, and incorporated into the Agreement dated April 12, 2022.