

**FIRST AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF RIALTO
AND
WALLACE AND ASSOCIATES**

1. PARTIES AND DATE.

This First Amendment to the Contract Services Agreement ("First Amendment") is made and entered into this *27th day of November 2018* by and between the City of Rialto, a California municipal corporation, ("City"), and *Wallace and Associates, a California corporation*, ("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 27, 2015, ("Agreement"), whereby Consultant agreed to provide "On-Call" Public Works Construction Management and Inspection Services to the City from October 27, 2015 through October 26, 2018.

2.2 First Amendment. City and Consultant desire to amend the Professional Services Agreement for the First time to extend the term of the Professional Services Agreement for "On-Call" Public Works Construction Management and Inspection Services on a month-to-month basis for Fiscal Year 2018/2019.

3. SCHEDULE OF PERFORMANCE.

3.1 Term. The parties hereby extend the Agreement for four (4) months, effective retroactively from July 1, 2018, through March 1, 2019

4. MISCELLANEOUS PROVISIONS.

4.1 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.

4.2 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.

4.3 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.

4.4 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 WHEREOF, the City and the Consultant have caused this First Amendment to be executed the day and year first above written.

CITY OF RIALTO, CALIFORNIA

APPROVED BY THE CITY COUNCIL:

By _____
Deborah Robertson
Mayor

Date _____

Agreement No. _____

ATTEST:

By _____
Barbara A. McGee
City Clerk

APPROVED AS TO FORM:

By _____
Fred Galante, Esq.
City Attorney

CONSULTANT

By: Wallace and Associates
Firm/Company Name

By: _____
Signature (notarized)

By: _____
Signature (notarized)

Name: _____

Name: _____

Title: _____

Title: _____

(This Agreement must be signed in the above space by one who can show they have authority to bind the Consultant for purposes of this Agreement.)

(This Agreement must be signed in the above space by one who can show they have authority to bind the Consultant for purposes of this Agreement.)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of _____)

State of _____)

County of _____)ss

County of _____)ss

On _____

On _____

before me, _____

before me, _____

personally appeared _____

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

WITNESS my hand and official seal.

Notary Signature:

Notary Signature:

Notary Seal:

Notary Seal:

