

**FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES BETWEEN
CITY OF TEMECULA AND EXP U.S. Services Inc.**

**SANTA GERTRUDIS CREEK TRAIL PHASE II – MARGARITA UNDER-CROSSING
PROJECT NO. PW19-04**

THIS FIRST AMENDMENT is made and entered into as of **July 13, 2021** by and between the City of Temecula, a municipal corporation (hereinafter referred to as "City"), and **EXP U.S. Services Inc.**, a Corporation, (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:

a. On **June 10, 2020**, the City and Consultant entered into that certain Agreement entitled "**Agreement for Consultant Services Between City of Temecula and EXP U.S. Services Inc., Santa Gertrudis Creek Trail Phase II – Margarita Under-Crossing PW19-04,**" in the amount of **\$420,775.33** plus 10% contingency in the amount of **\$42,077.53**.

b. The parties now desire to increase the contingency in the amount of **\$65,450.00**, and to amend the Agreement as set forth in this Amendment.

2. Section **6** of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The **FIRST** Amendment amount shall not exceed Sixty-Five Thousand Four Hundred Fifty Dollars (\$65,450) of additional Contingency for a total Agreement amount of Five Hundred Twenty-Eight Thousand Three Hundred Two Dollars and Eighty-Six Cents (\$528,302.86).

2. Section 6 of the Agreement entitled "**PAYMENT**" at paragraph "b" is hereby amended to read as follows:

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

The City Manager may approve additional work up to One Hundred Seven Thousand Five Hundred Twenty-Seven Dollars and Fifty-Three Cents (\$107,527.53) as approved by City Council. Any additional work in excess of this amount shall be approved by the City Council.

3. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

EXP U.S. Services Inc.

(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____
Maryann Edwards, Mayor

By: 
Gabriel Rodriguez, Vice President

ATTEST:

By: _____
Randi Johl, City Clerk

By: 
Khalil Saba, Vice President

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

EXP U.S. Services Inc.

Gabriel Rodriguez, Project Manager

473 E. Carnegie Drive, Suite 200

San Bernardino, CA 92404

(909) 228-2821

Gabriel.Rodriguez@exp.com

City Purchasing Mgr.
Initials and Date:

