

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
CITY OF TEMECULA AND MICHAEL BAKER INTERNATIONAL INC.**

**DESIGN OF TRAFFIC SIGNAL AND PARK & RIDE ACCESS IMPROVEMENTS, PW18-11**

**THIS FIRST AMENDMENT** is made and entered into as of November 12, 2019 by and between the City of Temecula, a municipal corporation (hereinafter referred to as "City"), and **Michael Baker International 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 **January 8, 2019**, the City and Consultant entered into that certain Agreement entitled "Agreement for **Consultant Services between City of Temecula and Michael Baker International Inc., Design of Traffic Signal and Park & Ride Access Improvements, PW18-11**" in the amount of **\$227,244**, plus contingency in the amount of **\$22,724.40**.

- b. The parties now desire to increase the contingency in the amount of **\$20,000**, 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 Twenty Thousand Dollars (\$20,000) of additional Contingency for additional work to be defined in Extra Work Authorization(s) for a total Agreement amount of Two Hundred Sixty Nine Thousand Nine Hundred Sixty Eight Dollars and Forty Cents (\$269,968.40).

3. 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 Forty Two Thousand Seven Hundred Twenty Four Dollars and Forty Cents (\$42,724.40) as approved by City Council. Any additional work in excess of this amount shall be approved by the City Council.

4. 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**

**MICHAEL BAKER INTERNATIONAL INC.**

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

By: \_\_\_\_\_  
Michael S. Naggar, Mayor

By:   
John D. Tanner, PE, Vice President/  
Office Manager

**ATTEST:**

By: \_\_\_\_\_  
Randi Johl, City Clerk

By:   
John Duquette, Department Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Peter M. Thorson, City Attorney

**CONSULTANT**

Michael Baker International Inc.  
Candice Fenton  
40810 County Center Drive, Suite 200  
951-506-2034  
951-676-7240  
Candice.Fenton@mbakerintl.com

PM Initials:   
Date: 10/30/19