FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF CORONA AND

ADVANCED PROFESSIONAL ENGINEERING CONSULTANTS, INC (WRF 1 BOILER INSTALLATION DESIGN PROJECT)

1. PARTIES AND DATE.

This First Amendment to the Professional	Services Agreement ("First Amendment") is
made and entered into this day of	, 2024 by and between the City of Corona
("City") and Advanced Professional Engineering	Consultants, Inc., a California corporation
("Consultant"). City and Consultant are sometime	nes individually referred to as "Party" and
collectively as "Parties" in this First Amendment.	•

2. RECITALS.

- 2.1 <u>Agreement</u>. City and Consultant entered into that certain Professional Services Agreement dated September 26, 2023 ("Agreement"), whereby Consultant agreed to provide engineering and design consulting services.
- 2.2 <u>Amendment</u>. City and Consultant desire to amend the Agreement for the first time to (1) amend the Compensation Section; and (3) replace Exhibit "C" with Exhibit "C-1" Compensation.

3. TERMS.

- 3.1 <u>Rates & Total Compensation</u>. Section 3.3.1 (Rates & Total Compensation) of the Agreement, is hereby deleted in its entirety and replaced with the following:
 - "3.3.1 <u>Rates & Total Compensation</u>. Consultant shall receive compensation, including authorized reimbursements for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed One Hundred Seven Thousand Four Hundred dollars (\$107,400) ("Total Compensation"). Without written approval of City's Representative. 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 <u>Continuing Effect of Agreement</u>. 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.

- 3.3 <u>Adequate Consideration</u>. 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.
- 3.4 <u>Counterparts</u>. 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'S SIGNATURE PAGE FOR FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CORONA ADVANCED PROFESSIONAL ENGINEERING CONSULTANTS, INC (WRF 1 BOILER INSTALLATION DESIGN PROJECT)

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

CITY OF CORONA

By:	
Jacob I	Ellis
City M	anager
Reviewed By:	
Reviewed By:	Brett Channing Assistant City Manager Docusigned by: Tom Moody
	Tom Moody Director of Utilities
Reviewed By:	Latic Holett
Reviewed By:	Katie Hockett Assistant Director of Utilities Docusigned by: Uffab Hussain DARFORDANAPPARA
	Aftab Hussain Maintenance Manager
Reviewed By:	Docusigned by: Vasmin Lopes
	Yasmin Lopez
	Purchasing Manager

(CITY ATTY: 01-14)

CONSULTANT'S SIGNATURE PAGE FOR FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CORONA ADVANCED PROFESSIONAL ENGINEERING CONSULTANTS, INC (WRF 1 BOILER INSTALLATION DESIGN PROJECT)

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

ADVANCED PROFESSIONAL ENGINEERING CONSULTANTS, INC a California corporation

By:

Bashar Madani
CEO/CFO

EXHIBIT "C-1" COMPENSATION

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth herein.

- Mechanical Engineering \$64,500
- Plumbing Engineering \$10,500
- Electrical Engineering \$14,700
- Structure Engineering\$12,900
- Bidding Support \$1,800
- Construction Administration \$3,000

Total \$107,400