### SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

# BETWEEN THE CITY OF CORONA AND ADVANCED APPLIED ENGINEERING, INC. DBA INFRASTRUCTURE ENGINEERS

#### 1. PARTIES AND DATE.

This Second Amendment to the Professional Services Agreement ("Second Amendment") is made and entered into this 7th day of December 2022 by and between the City of Corona ("City") and Advanced Applied Engineering, Inc., DBA Infrastructure Engineers, a California corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Second Amendment.

(TEMPORARY STAFFING IN PLANNING DEPARTMENT)

#### 2. RECITALS.

- 2.1.1 <u>Agreement</u>. City and Consultant entered into that certain Professional Services Agreement dated on or about January 27, 2022 ("Agreement"), whereby Consultant agreed to provide Temporary Staffing Services within the Planning and Development Department.
- 2.2 <u>Prior Amendment(s)</u>. City and Consultant entered into that certain First Amendment to the Professional Services Agreement dated June 15, 2022 ("First Amendment").
- 2.3 <u>Amendment.</u> City and Consultant desire to amend the Agreement for the second time to increase the Total Compensation to \$550,000.

### 3. TERMS.

- 3.1 <u>Rates & Total Compensation</u>. Section 3.3.1 (Compensation) of the Agreement and First Amendment are hereby deleted in their entirety and replaced with the following:
  - "3.3.1 Rates & Total Compensation. Consultant shall receive compensation including authorized reimbursements, for all Services rendered under this Agreement at the rates set for in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Five Hundred and Fifty Thousand Dollars (\$550,000) ("Total Compensation") without written approval of the 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 Second Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Second 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 Second Amendment.
- 3.4 <u>Counterparts</u>. This Second 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.

# CITY'S SIGNATURE PAGE FOR SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

# BETWEEN THE CITY OF CORONA AND ADVANCED APPLIED ENGINEERING, INC DBA/ INFRASTRUCTURE ENGINEERS

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

CITY	OF CO	RONA
By:		
•	Joanne	Coletta
	Planni	ng and Development Director
Revie	wed By:	Jay Eastman Planning Manager
Revie	wed By:	Yasmin Lopez Purchasing Manager

### CONSULTANT'S SIGNATURE PAGE FOR SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

# BETWEEN THE CITY OF CORONA AND ADVANCED APPLIED ENGINEERING, INC DBA/INFRASTRUCTURE ENGINEERS

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

# ADVANCED APPLIED ENGINEERING, INC. DBA/INFRASTRUCTURE ENGINEERS

a California Corporation

By:		
•	Sid Jalal Mousavi	
	Chief Executive Officer	
By:		
	Farzad Dorrani	
	Secretary	