

**THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF CORONA
AND
MORAES/PHAM & ASSOCIATES**

1. PARTIES AND DATE.

This Third Amendment to the Professional Services Agreement (“Third Amendment”) is made and entered into this 18th day of March, 2020 by and between the City of Corona (“City”) and **Moraes/Pham & Associates**, a California corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Third Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated October 1, 2014 (“Agreement”), whereby Consultant agreed to provide on-call Electrical Engineering Services per RFP DWP 14-125CA.

2.2 Prior Amendments. City and Consultant entered into that certain First Amendment to the Professional Services Agreement dated July 1, 2015 (“First Amendment”). City and Consultant entered into that certain Second Amendment to the Professional Services Agreement dated July 8, 2016 (“Second Amendment”).

2.3 Amendment. City and Consultant desire to amend the Agreement for the third time to (1) extend the Term of the Agreement retroactively from July 1, 2018 through September 30, 2020 for ongoing services related to the Garretson Blend Station Zone 3 Emergency Generator authorized under purchase order number R171702; and (2) reduce the Compensation amount.

3. TERMS.

3.1 Term. Section 3.1.2 (Term) of the Agreement, as amended by the Second Amendment, is hereby deleted in its entirety and replaced with the following:

“3.1.2 Term. The term of this Agreement shall be from **July 1, 2018 to September 30, 2020** (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement if necessary to complete the Services.”

3.2 Rates & Total Compensation. Section 3.3.1 (Rates & Total Compensation) of the Agreement, as amended by the Second Amendment, is hereby deleted in its entirety and replaced with the following:

“3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under the Agreement at the rates set forth in Exhibit “C-1” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Forty-one Thousand Two Hundred Two Dollars (\$41,202) during the Third Amendment term to complete the Garretson Blend Station Zone 3 Emergency Generator Project 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.”

3.3 Continuing Effect of Agreement. Except as amended by this Third Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Third Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Third Amendment.

3.4 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 Third Amendment.

3.5 Counterparts. This Third 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
THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CORONA
AND
MORAES/PHAM & ASSOCIATES

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

CITY OF CORONA

By: _____
Tom Moody
General Manager

Reviewed By:

Vernon Weisman, P.E.
District Engineer

Reviewed By:

Scott Briggs
Purchasing Specialist V

CONSULTANT'S SIGNATURE PAGE FOR
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IN WITNESS WHEREOF, the Parties have entered into this Third Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

MORAES/PHAM & ASSOCIATES
a California corporation

By: _____
Signature

Name

Title (CEO, President, V.P.)

By: _____
Signature

Name

Title (Secretary, CFO, Treasurer)