

Project Name/No.: SN240 – Professional Design SVCS

Contract No.: 2025-076 (A1)

Project Manager: PW/ M. Hindersinn

Approved: _____

**AMENDMENT NO. 1
TO AGREEMENT FOR SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR SERVICES (“Amendment”) by and between the CITY OF CHINO, a California municipal corporation (“City”) and **HR Green Pacific, Inc.**, a California Corporation (“Consultant”) is effective as of the 17th day of December, 2024.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated July 29th, 2024 (“Agreement”) whereby Consultant agreed to provide Design Engineering Services for the Alley Improvements FY24 Project (SN240).

B. City and Consultant now desire to amend the Agreement to add to the original scope of services and increase compensation.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.
 - (a) The scope of services provided in Exhibit “A-1” of the agreement is amended to include services as specified in “Exhibit A-2” Option 2, attached hereto
 - (b) The schedule of compensation provided in Exhibit “C-1” of the Agreement is amended to include the cost for additional design services as specified in “Exhibit C-2”, attached hereto
 - (c) Section 2.1, Contract Sum is hereby revised to increase the Contract Sum by **Three Thousand Eight Hundred Dollars and Zero Cents (\$3,800)** for additional design engineering services, and shall read in its entirety as follows:

“For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of **Fifty-Two Thousand Six Hundred Fifty-Seven Dollars and Ten Cents (\$52,657.10)** (“Contract Sum”).

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

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations

arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

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 Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CHINO, a municipal corporation

Linda Reich, City Manager

ATTEST:

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

APPROVED AS TO CONTENT:

Fred Galante, City Attorney

Hye Jin Lee, P.E., Director of Public Works

CONSULTANT:
HR GREEN PACIFIC, INC.:

By: _____

Name:

Title:

By: _____

Name:

Title:

Address: 1260 Corona Pointe Ct., Suite 305
Corona, CA 92879

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

Exhibit A-2

Scope of Work

HR Green will utilize existing topographic survey to design the 4 alley crossings. Design details will be included in the plans for the alley reconstruction and include all necessary grade/elevation information in order to comply with the latest ADAAG requirements.

Deliverable: Survey and Design Plans of (4) four alley approaches

Exhibit C-2

Proposed Fee

Item	Amount
Survey and Design of (4) four alley approaches	\$3,800.00
Total:	\$3,800.00