

**AMENDMENT TO AGREEMENT
FOR PROFESSIONAL CONSULTANT SERVICES
DEVELOPMENT PLANS AND MAPS REVIEW**

THIS FIFTH AMENDMENT TO AGREEMENT is made and effective as of February 8, 2021 between the City of Upland, a municipal corporation ("City") and TKE Engineering, Inc. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

RECITALS

Whereas, the parties entered into a professional services agreement on December 11, 2017, for Professional Consulting Services;

Whereas, the parties approve the First Amendment to the Professional Consulting Agreement on July 23, 2018;

Whereas, the parties approve the Second Amendment to the Professional Consulting Agreement on May 29, 2019;

Whereas, the parties approve the Third Amendment to the Professional Consulting Agreement on June 22, 2020;

Whereas, the parties approve the Fourth Amendment to the Professional Consulting Agreement on July 13, 2020;

Whereas, the services support the Public Works Water Division Water Supply Resources Management and Sewer Collection and Treatment Service programs due to the appointment of the Public Works Director as City Manager, and

Whereas, the parties believe it to be efficient and beneficial to modify the agreement to facilitate the transition period for a new Public Works Director related to Water and Sewer programs.

NOW THEREFORE, in consideration of the mutual promises and undertakings of the parties hereinafter set forth, the parties to this Agreement agree as follows:

AMENDMENT

5. PAYMENT.

a. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as 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. This amendment adds an additional Thirty-Five Thousand Dollars (\$35,000.00) to the original One Hundred Fifty Thousand Dollars (\$150,000.00) as approved in Amendment No. 4, bringing the total not-to-exceed amount to One Hundred Eighty-Five Thousand Dollars (\$185,000.00) for the term of the contract for special services related to water and sewer programs and for staff augmentation related to the vacant Public Works Director position.

b. 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.

c. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

Except as expressly amended by the terms of this Amendment, all terms and provisions 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 UPLAND

Bill Velto, City Mayor

Attest:

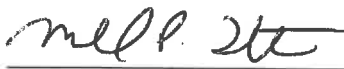
Keri Johnson, City Clerk

Approved As to Form:

Steven Flower, Interim City Attorney

CONSULTANT

TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507

By: 

Name: Michael P. Thornton

Title: President

By: 

Name: Terry Renner

Title: Senior Vice President

b. 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.

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Attest:



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CONSULTANT

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2305 Chicago Avenue
Riverside, CA 92507

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Name: Michael P. Thornton

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