

SECOND AMENDMENT TO
PROFESSIONAL CONSULTANT SERVICES AGREEMENT

MLA GREEN, INC. dba STUDIO-MLA

Consultant Services for Development of Parks Master Plans and Performance of CEQA Services
for the River-side Gateway Project Suite

THIS SECOND AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Second Amendment") is made and entered into this _____ day of _____, 2023, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and MLA GREEN, INC., a California corporation doing business as STUDIO-MLA ("Consultant"), with respect to the following:

RECITALS

A. The City and Consultant entered into that certain Professional Consultant Services Agreement dated May 19, 2021 ("Agreement"), for Consultant Services for Development of Parks Master Plans and Performance of CEQA Services for the Riverside Gateway Project Suite.

B. The City and Consultant entered into that certain First Amendment to Professional Consultant Services Agreement dated November 10, 2022 ("First Amendment"), to extend the term of the Agreement to June 30, 2024, and to increase compensation in the amount of Two Million Two Hundred Forty-Five Thousand Two Hundred Sixty-Six Dollars and Sixty-Six Cents (\$2,245,266.66), Not-to-Exceed Two Million Three Hundred Fifty-Six Thousand Four Hundred Eighteen Dollars and Fifteen Cents (\$2,356,418.15), during the extended term of the agreement.

C. The City and Consultant desire to extend the term of the Agreement to December 31, 2025, and to increase compensation in the amount not to exceed Two Million Five Hundred and Ninety-Eight Thousand Six Hundred Seventy Dollars and Sixty-Two Cents (\$2,598,670.62) for the extended term of the Agreement.

NOW, THEREFORE, incorporating the recitals set out above, the parties hereto mutually agree to the following amendment to the Agreement:

1. Section 2, Term, is hereby amended to extend the term of the to December 31, 2025.

2. Section 3, Compensation, is hereby amended to increase compensation in the amount not to exceed Two Million Five Hundred and Ninety-Eight Thousand Six Hundred Seventy Dollars and Sixty-Two Cents (\$2,598,670.62) for the extended term of the Agreement, in accord with the attached Exhibit B-2, "Compensation," attached hereto and incorporated herein by this reference.

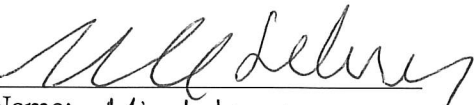
3. All other terms and conditions of the Agreement between the parties, which are not inconsistent with the terms of this Second Amendment, shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Professional Consultant Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation


MLA GREEN, INC.,
a California corporation, doing business as
STUDIO-MLA

By: _____
Interim City Manager

By: 
Print Name: Mia Lehrer
Title: President

Attest: _____
Donesia Gause
City Clerk

and

By: 
Print Name: Mia Lehrer
Title: Chief Financial Officer

Certified as to Availability of Funds:

By: 
~~for~~ Chief Financial Officer

Approved as to Form:

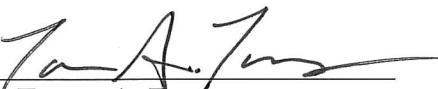
By: 
Tarren A. Torres
Deputy City Attorney

Exhibit B-2
Compensation

CHANGE ORDER PROPOSAL

TO PURCHASE ORDER No. 215239	CHANGE NO. 4
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Please Note: All Terms and Conditions of the original Purchase Order remain applicable unless otherwise noted on this Change Order.

DEPT	Parks, Recreation and Community Services Department		
PROJECT	RFP 2034 - Riverside Gateway Parks Project Suite		
Location, description and reason for Change Order		Original Contract	1,963,681.79
Riverside Gateway Parks Project		Prior Change Order(s)	392,706.76
		This Change Order	242,282.07
		New Contract Amt	2,598,670.62

Increase: * **Decrease:** 0

Item No.	Description	Qty	Unit	Unit Price	Amount
Task 1	Additional coordination/meetings/project management	1	ls	35,531.13	35,531.13
Task 2	Camp Evans CEQA (stand alone MND)	1	ls	153,724.97	153,724.97
Task 3	CEQA cultural resources	1	ls	43,749.79	43,749.79
Task 4	Agency coordination for MSHCP consistency	1	ls	9,276.18	9,276.18
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					-
					-
					-
					-
					-
	* refer to updated agreement for contract completion time				-
					-
		GRAND TOTAL			242,282.07

CHANGE ORDER CONDITIONS

The Change Order amount represents full compromise and settlement of all adjustments to Contract Time and Contract Sum, and compensation for any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing site conditions, construction interference and other extraordinary or consequential damages (hereinafter called Impacts), including any ripple or cumulative effect of said Impacts on the overall Work under the Contract arising directly or indirectly from the performance of Work described in this Change Order. By execution of this Change Order, Contractor agrees that this Change Order constitutes a complete accord and satisfaction with respect to all claims for schedule extension, Impacts, or any cost of whatsoever nature, character or kind arising out of or incidental to this Change Order.

CONTRACTOR	DATE	CITY REPRESENTATIVE	DATE	
<i>Janet</i>	9/6/2023			