

**FIRST AMENDMENT TO  
PROFESSIONAL CONSULTANT SERVICES AGREEMENT**

**RICHARD HEATH & ASSOCIATES, INC.**

**Consultant Administered Direct Installation Services for Outdoor Lighting Program – RFP  
No. 2137**

THIS FIRST AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“First Amendment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), RICHARD HEATH & ASSOCIATES, INC. a California corporation (“Consultant”), with respect to the following facts:

**RECITALS**

WHEREAS, on January 13, 2023, City and Richard Heath & Associates, Inc., entered into that certain Professional Consultant Services Agreement, in conjunction with Consultant Administered Direct Installation Services for Small Business – RFP No. 2137 (“Agreement”), in the amount of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00); and

WHEREAS, the City and Consultant desire to amend the Agreement to increase the compensation by an additional One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00), for a revised compensation amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00), with a ten percent (10%) change order authority, for a total contract amount not to exceed Two Million Six Hundred Twenty-Five Thousand Dollars (\$2,625,000.00); and

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, City and Consultant agree as follows:

1. Section 3, “Compensation/Payment”, is hereby amended to increase the compensation by an additional amount of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00), for a revised compensation amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00), with a ten percent (10%) change order authority, for a total contract amount not to exceed Two Million Six Hundred Twenty-Five Thousand Dollars (\$2,625,000.00).

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

**[SIGNATURES ON NEXT PAGE.]**

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

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: \_\_\_\_\_  
Mike Futrell  
City Manager

Attest: \_\_\_\_\_  
Donesia Gause  
City Clerk

Certified as to Availability of Funds:

By: \_\_\_\_\_  
*[Signature]*  
for Chief Financial Officer

Approved as to Form:

By: \_\_\_\_\_  
*[Signature]*  
Ruthann M. Salera  
Sr. Deputy City Attorney

RICHARD HEATH & ASSOCIATES, INC., a California corporation

By: \_\_\_\_\_  
*[Signature]*  
James O'Bannon  
Printed Name

Chairman of the Board  
Title

By: \_\_\_\_\_  
*[Signature]*  
Richard Heath  
Printed Name

Secretary  
Title