

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT of the Professional Services Agreement is made this ___ day of June, 2020 by and between Ripplinger Engineering Laboratories (REL), a Washington sole proprietor ("**Consultant**") and the City of Cheney, a non-charter code city of the State of Washington (the "**City**"), whose address is 609 2nd Street, Cheney, WA 99004. The City and Consultant are jointly referred to as the "**Parties**."

RECITALS

1. On February 7, 2018, the Parties entered into an agreement entitled "AGREEMENT FOR PROFESSIONAL SERVICES" for the purpose of providing professional services consisting of engineering services (the "**Original Agreement**").
2. To further the interests of the Parties it is desirable to amend the Original Agreement as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions expressed herein, the Parties agree as follows:

1. Original Agreement. The Original Agreement is hereby incorporated by reference as if fully set forth herein. This subsequent agreement is considered to be an amendment of the Original Agreement.
2. Amendment.
 - A. Pursuant to this amendment (the "**First Amendment**"), the Original Agreement, paragraph 1(C) entitled "Modifications" shall include additional services set forth on the "Ripplinger Engineering Laboratories, June 12, 2020 Engineer's Estimate for City of Cheney Industrial Park Distribution Design," which is attached hereto and incorporated by reference herein as Attachment A ("**Additional Services**").
 - B. The Original Agreement, paragraph 3 entitled "Compensation" is modified to provide that the estimated cost for the Additional Services in the amount of \$14,150.00 (the "**Estimate**") may be paid to the Consultant, or such other reasonable amount to complete the design services as the Parties may mutually agree upon in writing; provided such amount shall not exceed an additional 15% above the Estimate unless approved by the Mayor.
3. Limitation. Nothing contained herein shall be construed as revoking or otherwise altering any of the provisions found in the Original Agreement except as expressed herein. The City reserves the right to terminate or modify this First

Amendment in a manner consistent with the terms and provisions of the Original Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment this ____ day of _____, 2020.

THE CITY OF CHENEY

RIPPLINGER ENGINEERING

By: Chris Grover
Its: Mayor

Signature: _____

Print name: _____

Title: _____

Federal Tax I.D. Number

ATTACHMENT A
Engineer's Estimate