

FIRST AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES
FOR IMPROVEMENTS TO NEW YORK STREET

This First Amendment to Agreement ("First Amendment") is made and entered into this 1st day of February, 2005 by and between the City of Redlands, a municipal corporation (hereinafter "City") and Hicks and Hartwick, Inc. hereinafter ("Consultant"), relating to the engineering design for off-site improvements and preparation of right-of-way acquisition documents for New York Street, between Colton Avenue and Lugonia Avenue; Lugonia Avenue, between Tennessee Street and Karon Street; and Tennessee Street, between Lugonia Avenue and San Bernardino Avenue.

RECITALS

WHEREAS, on November 18, 2003, the City and Hicks & Hartwick, Inc. entered into a consultant services agreement (the "Agreement") for the design of all off-site improvements including streets, traffic signals, storm drainage, water lines and sewer lines in connection with street improvements for portions of New York Street, Tennessee Street and Lugonia Avenue; and

WHEREAS, in the process of evaluating the cost of right-of-way acquisition, it was determined that approximately \$100,000 may be saved by revising the street alignment on New York Street between Brockton Avenue and Lugonia Avenue; and

WHEREAS, the New York Street design changes will also enhance the overall project by allowing the City to reconstruct and complete the sewer work at this time, rather than construct a temporary system to be reconstructed after the openings of businesses that might be constructed along this section of New York Street; and

WHEREAS, City and Consultant desire to amend the Agreement to provide for an increase of \$23,000 in compensation to Consultant which will be offset by the cost savings of approximately \$100,000 for right-of-way;

NOW, THEREFORE, in consideration of the mutual promises contained herein, City and Consultant agree as follows:

AGREEMENT

Section 1. The foregoing recitals are true and correct and are incorporated herein as part of this First Amendment.

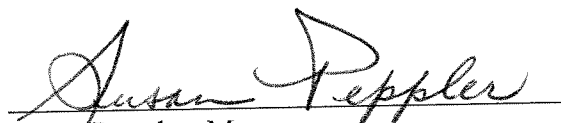
Section 2. City shall pay Consultant an additional not to exceed fee of \$23,000, of which \$9,500 is for right-of-way and street design work and \$3,000 is for water and sewer alignment work. The additional \$10,500 is for previously approved changes of which \$7,710 was for street design changes at Colton Avenue and New York Street, and \$2,790 was for water and sewer design changes.

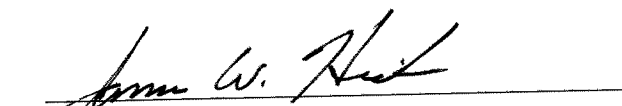
Section 3. All other terms and conditions of the Agreement shall remain in effect and unaltered by this First Amendment, and shall be expressly applicable to the expanded scope of work and payment described in this First Amendment.

In witness whereof the parties have executed this First Amendment to Agreement as of the date hereinabove written.

CITY OF REDLANDS

HICKS & HARTWICK, INC.


Susan Pepler, Mayor


James W. Hicks

ATTEST:


Lorrie Poyzer, City Clerk

EXHIBIT "A"

Scope of Work

1. New York Street realignment redesign
2. Sewer redesign
3. Water realignment
4. Legals for new right-of-way on east side of New York Street
5. Redesign striping plans

Exclusions to Scope of Work

1. Reimbursable costs
2. Title company fees
3. Soils engineering
4. Electronic Files
5. Traffic Signal Systems