

**FIRST AMENDMENT
TO THE
PROFESSIONAL SERVICES AGREEMENT
WITH MARIA G. MOLINA, P.E.**

This first amendment (“**First Amendment**”) is made by and between the City of Corpus Christi (“**City**”) and **Maria Gomez Molina (“Consultant”)**.

WHEREAS, on March 7, 2022, the City and the Consultant entered into a Professional Service Agreement (“**Agreement**”) whereby Consultant agreed to provide professional engineering and consulting services to the Public Works Department of the City of Corpus Christi for a fixed hourly rate up to an amount not exceeding \$50,000;

WHEREAS, the based upon the amount of work that Consultant is doing for the City, the **City** and **Consultant** need to increase the contract budget maximum from \$50,000 to \$125,000 and to extend the term of the Agreement from June 7, 2022 to September 7, 2022.

WHEREAS, the parties desire to execute this First Amendment to express their mutual desire to reaffirm all terms, conditions, and covenants stated in the original Agreement except as set out in this First Amendment to the Agreement.

NOW, THEREFORE, in consideration of the mutual terms and covenants contained herein, the parties agree to amend the Professional Services Agreement dated March 7, 2022, between the **City** and **Consultant** as follows:

Section 1. Paragraph 1, Subparagraph A of the Professional Services Agreement is hereby amended and replaced to read in its entirety as follows:

“A. The Contractor shall be compensated at the rate of \$125 per hour for Services performed. This First Amendment to the Agreement increases the total budget for these professional services from \$50,000 to \$125,000. This does not mean that Contractor will earn the maximum budget during the term of this Agreement. If the Contractor believes, at any point, that amounts due to Contractor may exceed the amended budget as referenced herein, then the Contractor shall immediately inform the Contract Administrator before continuing to work under this Agreement.”

Section 2. Paragraph 2 of the Professional Services Agreement is hereby amended and replaced to read in its entirety as follows:

“**Term.** This Agreement shall be for a period of five months, beginning on March 7, 2022, and ending September 7, 2022 (“**Term**”) unless terminated earlier in accordance with this Agreement. The parties may mutually extend the Term of this

Agreement, as necessary, by execution of a written amendment to this Agreement, subject to the availability of appropriated funds by the City Council.”

Section 3. All other terms and conditions of the Agreement not amended or changed herein shall remain in full force and effect.

Section 4. This First Amendment shall be effective the date that the Agreement was last signed by the parties to the Agreement.

EXECUTED IN DUPLICATE, each of which is considered an original, on this the _____ day of _____, 2022.

CITY OF CORPUS CHRISTI

By: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

Kent McIlyar
Assistant City Attorney

**CONTRACTOR-CONSULTANT
Maria G. Molina, P.E.**

Name: _____
Title: _____
Date: _____