

**THIRD AMENDMENT TO THE
SERVICES CONTRACT AGREEMENT**

**BETWEEN THE CITY OF RIALTO
AND
WILLDAN ENGINEERING, INC**

1. PARTIES AND DATE.

This Third Amendment to the Services Contract Agreement (“Third Amendment”) is made and entered into this December 12, 2017 by and between the City of Rialto (“City”) and Willdan Engineering, Inc. (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Third Amendment.

2. RECITALS.

2.1 Agreement. City and Contractor entered into that certain Services Contract Agreement dated August 9, 2016 (“Agreement”), whereby Contractor agreed to provide building inspection, fire plan check and structural plan check services to the City.

2.2 Amendment. On May 9, 2017, City and Contractor approved a First Amendment to the Services Contract Agreement to increase funding for services.

2.3 Amendment. On July 25, 2017, City and Contractor approved a Second Amendment to the Services Contract Agreement to extend the term and increase funding for services.

2.4 Amendment. City and Contractor desire to amend the Services Contract Agreement for the third time to decrease funding for services.

3. TERMS.

3.1 Term. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Term. The term of this Agreement, pursuant to this Third Amendment, shall begin on December 12, 2017 and terminate on June 30, 2018, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines."

3.2 Compensation. Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered during any additional term(s) under this Agreement. The total compensation

for the term approved by this Third Amendment shall not exceed **\$450,620.00** (Four Hundred and Fifty Thousand, Six Hundred and Twenty Dollars and Zero Cents) during a fiscal year, without written approval of the City Council. Extra work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

3.3 Continuing Effect of Agreement. Except as amended by this Third Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Third Amendment.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Third Amendment.

3.5 Counterparts. This Third Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

3.6 Corporate Authority. The persons executing this Third Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Third Amendment on behalf of said party, (iii) by so executing this Third Amendment, such party is formally bound to the provisions of this Third Amendment and (iv) the entering into this Third Amendment does not violate any provision of any other agreement to which said party is bound.

CITY OF RIALTO

WILLDAN ENGINEERING, INC

By: _____
Deborah Robertson
Mayor

By: _____
Consultant Name

Attest:

By: _____
Barbara McGee
City Clerk

Approved as to Form:

By: _____
Fred Galante
City Attorney