

**FOURTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

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

1. PARTIES AND DATE.

This Fourth Amendment to the Professional Services Agreement (“Fourth Amendment”) is made and entered into this June 23, 2015 by and between the City of Rialto (“City”) and Willdan Engineering, Inc (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Fourth Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated December 10, 2013 (“Agreement”), whereby Consultant agreed to provide building inspection and plan check services to the City.

2.2 First Amendment. On April 8, 2014, the City and Consultant entered into that certain First Amendment to the Agreement (“First Amendment”) to increase the total compensation from \$64,000 to \$242,330.

2.2 Second Amendment. On June 24, 2014, the City and Consultant entered into that certain Second Amendment to the Agreement (“Second Amendment”) to increase the total compensation from \$242,330 to \$709,330.

2.4 Third Amendment. On November 25, 2014, the City and Consultant entered into that certain Third Amendment to the Agreement (“Third Amendment”) to increase the total compensation from \$709,330 to \$728,830.

2.5 City and Consultant desire to amend the Agreement to increase the total amount of compensation for the Agreement pursuant to the terms of this Fourth Amendment.

3. TERMS.

3.1 Payment/Terms. Section 3 of the Agreement Payment Terms is hereby deleted in its entirety and replaced with the following:

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit ‘A’ attached hereto and incorporated herein by reference. The total compensation shall increase by \$391,520 for services provided in Fiscal Year 2015-16 and not

exceed a total amount of \$1,120,350 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."

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

3.3 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 Fourth Amendment.

3.4 Counterparts. This Fourth 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.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF RIALTO

CONSULTANT NAME

By: _____
Deborah Robertson
Mayor

By: _____

Attest:

Barbara McGee
City Clerk

Approved as to Form:

Fred Galante
City Attorney