

**THIRD AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF UPLAND AND  
WILLDAN ENGINEERING**

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "Third Amendment") is made as of the 9th day of June, 2025, by and between the City of Upland, a public agency organized and operating under the laws of the State of California ("City"), and Willdan Engineering, a California corporation ("Consultant"). Collectively, City and Consultant are referred to herein as the "Parties".

**RECITALS**

WHEREAS, City and Consultant previously entered into a Professional Consultant Services Agreement (the "Original Agreement") dated January 8, 2024 to provide staff augmentation services in support of the City's Building and Safety Division within the Development Services Department for \$50,000 from January 22, 2024 through July 22, 2024; and

WHEREAS, the Parties entered into a First Amendment to the Original Agreement on May 28, 2024 (the "First Amendment"), agreeing to: (1) continue services subject to the terms and conditions as stated in the Original Agreement, (2) increase the compensation by \$107,240, (3) increase the total not-to exceed compensation of the Original Agreement, allowing for up to a 10% increase or \$15,724, and (4) extend the term of the Original Agreement through November 30, 2024; and

WHEREAS, the Parties entered into a Second Amendment to the Original Agreement, as amended, on November 25, 2024 (the "Second Amendment"), agreeing to: (1) continue services subject to the terms and conditions as stated in the Agreement, (2) increase the compensation by \$87,000, (3) increase the total not-to exceed compensation of the Original Agreement, as amended, to \$244,240, allowing for up to a 10% increase or \$24,424, and (4) extend the term of the Agreement through June 30, 2025 (the Original Agreement, the First Amendment and the Second Amendment are hereinafter collectively referred to as the "Agreement"); and

WHEREAS, the Parties now desire to enter a Third Amendment to the Agreement to: (1) continue part-time Senior Permit Technician services subject to the terms and conditions as stated in the Agreement, (2) allow for per diem building inspection coverage, as needed, (3) increase the compensation by \$114,070, (4) increase the total not-to exceed compensation of the Agreement to \$358,310, allowing for up to a 10% increase or \$35,831, and (5) extend the term of the Agreement through June 30, 2026.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual undertakings herein, the Parties hereby amend the Agreement, as follows:

1. Subsection (b) of Section 2, Compensation, is amended to read:

"In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$358,310** (three hundred fifty-eight thousand three hundred ten dollars). This amount is to cover all printing and related costs, and City will

not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis."

2. Subsection (c) of Section 2, Compensation, is amended to read:

"The City Manager may approve Additional Work, as further defined in Section 3, up to ten percent (10%) of the amount of the Agreement, which is \$35,831 (thirty-five thousand eight hundred thirty-one dollars). In no event shall the total sum of the Agreement exceed three hundred ninety-three thousand one hundred forty-one dollars (\$393,141). Any additional work in excess of this amount shall be subject to approval by the City Council."

3. Section 5, Term, is amended to read:

"The term of the Agreement shall commence as set forth in the Original Agreement, and shall be extended through June 30, 2026, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work."

4. Except as amended by this Third Amendment, all remaining provisions of the Agreement shall remain in full force and effect.

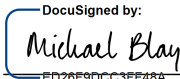
IN WITNESS WHEREOF, City and Consultant have approved this Third Amendment effective the day and year first above written.

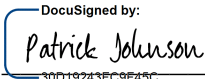
CITY:

CONSULTANT:

City of Upland

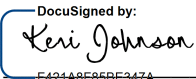
Willdan Engineering

By:   
Michael Blay,  
City Manager

By:   
Its: Director of Building and Safety

Printed Name: Patrick Johnson

ATTEST:

By:   
Keri Johnson,  
City Clerk

By:   
Its: Deputy Director

Printed Name: Daren Raskin

APPROVED AS TO FORM:

By:   
Stephen Deitsch,  
City Attorney