

FIRST AMENDMENT TO THE AGREEMENT TO
FURNISH CONSTRUCTION INSPECTION SERVICES

This first amendment ("First Amendment") to the agreement to furnish construction inspection services dated August 7, 2007 (the "Agreement") by and between the City of Redlands, a municipal corporation ("City"), and Willdan ("Consultant"), is made and entered into this 6th day of October, 2009. City and Consultant are hereafter, together, referred to as the "Parties."

RECITALS

WHEREAS, it is the desire of City and Consultant to amend their existing Agreement to change Article 4.1 – Compensation to be undertaken by Consultant;

NOW, THEREFORE, City and Consultant agree as follows:

AGREEMENT

Section 1. Subsection 4.1 of Article 4 of the Agreement, entitled "Payments to Consultant," is hereby amended to read as follows:

"4.1 Compensation. The total compensation for Consultant's performance of the Services shall not exceed the amount of Two Hundred and Sixty-Five Thousand Dollars (\$265,000.00). City shall pay Consultant on a time and materials basis up to the not to exceed amount, in accordance with the rates and estimates contained in Exhibit "C," which is attached hereto and incorporated herein by reference."

Section 2. Exhibit "C" of the Agreement, entitled "Rate Schedule," is hereby amended as shown in Exhibit "1," attached to this First Amendment.

All other provisions of the Agreement shall remain in full force and effect.

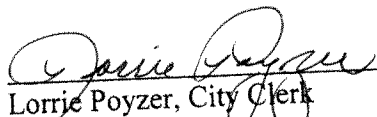
IN WITNESS WHEREOF, the Parties have executed this First Amendment to be effective as of October 6, 2009.

ATTEST:

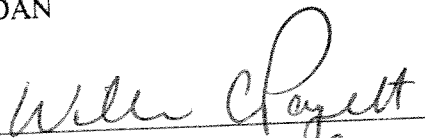


Jon Harrison, Mayor

WILLDAN



Lorrie Poyzer, City Clerk



By: 
SE. Vice Pres.