

## **ATTACHMENT B**

**AMENDMENT NUMBER: FIVE  
TO  
CONSULTANT/PROFESSIONAL SERVICES PROVIDER  
AGREEMENT  
BY AND BETWEEN  
CITY OF VICTORVILLE  
AND  
WSP USA INC.  
FOR  
LA MESA/NISQUALLI 404 PERMIT COMPLIANCE - PERMIT MODIFICATION AND  
MITIGATION SITE COORDINATION,  
PROJECT ESC18-016**

THIS AMENDMENT (the "Amendment") is made and entered in to this \_\_\_\_ day of \_\_\_\_\_, **2024** by and between the City of Victorville, a municipal corporation, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "City"), and WSP USA Inc., a New York corporation, hereinafter referred to as "Consultant", City and Consultant are sometimes hereinafter referred to individually as a "Party" and collectively referred to as the "Parties."

**Recitals**

1. **WHEREAS**, the City has a Consultant/Professional Services Provider Agreement (hereinafter referred to as the "Original Agreement") with the Consultant to provide Mesa/Nisqualli 404 Permit Compliance — Permit Modification and Mitigation Site Coordination, Project ESC18-016; and
2. **WHEREAS**, on or about June 3, 2020, Amendment One (1) was issued to the Original Agreement to amend Section 3, Compensation, cumulative not to exceed sum from \$26,960.00 to \$57,290.00; revise Sections 2 and 4, Proposal to include additional services; and amend Section 6, Term of Agreement to expire December 31, 2020; and
3. **WHEREAS**, on or about December 1, 2020, Amendment Two (2) to the Original Agreement to amend Section 3., Compensation, to include an increase of \$36,631.00 (as approved by City Council at their meeting held November 3, 2020), thereby amending the total cumulative compensation from a not to exceed sum of \$57,290.00 to \$93,921.00; and amend Section 6, Term of Agreement to expire June 30, 2021; and
4. **WHEREAS**, on or about March 9, 2022, Amendment Three (3) to the Original Agreement was approved to amend Section 3., Compensation, to include an increase of \$42,659.00 for additional services, thereby amending the total cumulative compensation from a not to exceed sum of \$93,921.00 to \$136,580.00; and revise Sections 2 and 4, as well as the Proposal to include additional services; and amend Section 6, Term of Agreement to expire June 30, 2023; and

5. **WHEREAS**, on or about February 13, 2023, Amendment Four (4) was issued to the Original Agreement (as amended) to amend Section 3. thereof Compensation, to include an increase of \$54,246.00 for additional services related to the permit requirements from the environmental resource agencies, specifically the U.S. Army Corps of Engineers (USACOE) 404 Dredge and Fill permit; the Lahontan Regional Water Quality Control Board for Water Quality Certification Permit; and the California Department of Fish and Wildlife (CDFW) 1602 Streambed Alteration Permit. The total cumulative compensation will increase from the not to exceed amount of \$136,580.00 to \$190,876.00, as approved by the honorable City Council at their meeting held on February 7, 2023; and Section 6., Term of the Original Agreement was amended so that it expires on June 30, 2024; and
6. **WHEREAS**, it is the desire of the Parties to issue Amendment Five (5) to the Original Agreement to amend Section 3., Compensation to include an increase of \$32,600.00 increasing the total cumulative not to exceed amount of \$190,876.00 to \$223,476.00; and amend Section 6., Term of the Original Agreement to expire June 30, 2025; and
7. **NOW THEREFORE**, in consideration of the covenants, conditions, and promises contained herein and for such other good and valuable consideration, receipt of which is hereby acknowledged, the Parties are willing to amend the Original Agreement as stated below.

#### **Contract Amendment**

The Parties agree that the compensation provisions as set forth in the Original Agreement shall be amended as follows:

Section 3. — COMPENSATION — is amended as follows:

"The City shall pay to Consultant a cumulative sum not to exceed Two Hundred Twenty-three Thousand Four Hundred Seventy-Six and 00/100 dollars (\$223,476.00) for faithful performance of the services to be rendered under this Agreement."

Section 6. - TERM OF AGREEMENT - is amended as follows:

"The City hereby amends the Term of the Agreement to expire on June 30, 2025 (the "Termination Date")."

Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have caused the amendment to the Agreement to be entered as of the dates written below.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

**THE CITY OF VICTORVILLE**

**WSP USA INC.**

By: \_\_\_\_\_  
**Elizabeth Becerra,**  
**Mayor**

By: \_\_\_\_\_  
**Ali H. Mir, ENV SP,**  
**Senior Vice President,**  
**Transportation Business**  
**Lines Leader**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_  
**Jennifer Thompson,**  
**City Clerk**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
**Sandra Bostick,**  
**Risk Manager**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
**Andre de Bortnowsky,**  
**City Attorney**

Dated: \_\_\_\_\_