

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
[On-Call Building and Safety Services]**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “Second Amendment”) is made and entered into as of _____, 2026, by and between the CITY OF ORANGE, a municipal corporation (“City”), and WILL DAN ENGINEERING, California corporation (“Contractor”), with reference to the following:

A. City and Contractor entered into a Professional Services Agreement (Agreement No. 7738) dated September 10, 2024, which is incorporated herein by this reference (the “Original Agreement”); and

B. City and Contractor amended the Original Agreement to increase the compensation by a First Amendment to Professional Services Agreement (Agreement No. 7738.1) dated March 25, 2025, which is incorporated herein by this reference (the “First Amendment”); and

C. City and Contractor desire to further amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement to increase the compensation.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2. **Cross-References.** City and Contractor agree that all references in this Second Amendment are deemed and construed to refer to the Original Agreement, as implemented by this Second Amendment.

Section 3 **Compensation.** The total not-to-exceed compensation for the services to be rendered as set forth in Section 2.a of the Original Agreement is increased by TWO HUNDRED THOUSAND DOLLARS and 00/100 (\$200,000.00). Section 2.a is hereby amended in its entirety to read as follows:

“It is understood that services described in the Scope of Work will be provided on an on-call and as-needed basis, determined at the sole discretion of the City. City neither warrants nor guarantees any minimum or maximum compensation paid to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement. However, Contractor's total compensation for all services performed under this Agreement, shall not exceed SIX HUNDRED FIVE THOUSAND DOLLARS and 00/100 (\$605,000.00) without the prior written authorization of City.”

Section 4. **Integration.** This Second Amendment amends, as set forth herein, the Original

Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Second Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this Second Amendment shall control and govern the rights and obligations of the parties.

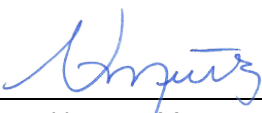
IN WITNESS of this Second Amendment, the parties enter into this Second Amendment on the year and day first above written.

“CONTRACTOR”

“CITY”

WILLDAN ENGINEERING, a California corporation

CITY OF ORANGE, a municipal corporation

*By: 
Printed Name: Vanessa Munoz
Title: President

By: _____
Daniel R. Slater, Mayor

*By: 
Printed Name: Kate Nguyen
Title: VP Treasurer

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Connor Hyland, Sr. Assistant City Attorney

***NOTE:** *If CONTRACTOR is a corporation, the City requires the following signature(s):*
-- *(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR*
-- *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.*