

**FOURTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
WITH KABBARA ENGINEERING
(PEPPER AVENUE REHABILITATION PROJECT)**

This Fourth Amendment to the Professional Services Agreement is made and entered into as of April 17, 2024 ("Effective Date") by and between the City of San Bernardino, a charter city and municipal corporation ("City") and Kabbara Engineering, a sole proprietorship ("Consultant"). City and Consultant are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, the City and the Consultant have entered into an agreement, dated February 17, 2021, for the purpose of providing professional services for the Pepper Avenue rehabilitation from Baseline Road to Mill Street project (the "Master Agreement").

B. WHEREAS, the City and the Consultant have entered into an Amendment No. 1 to the Master Agreement, dated February 2, 2022, Amendment No. 2 to the Master Agreement, dated August 3, 2022, and Amendment No. 3 to the Master Agreement, dated January 17, 2024, for the purpose of including additional services, amending the term provisions, and including additional funds for the performance of services under the Master Agreement.

C. WHEREAS, the Parties now desire to amend the Master Agreement in order to extend the term of the Master Agreement for an additional term of one year, and to include additional funds for the continued performance of the services in accordance with the compensation provisions of the Master Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this Amendment No. 4 and the Master Agreement, the Parties mutually agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Term. The term of the Master Agreement shall commence on the Effective Date (February 17, 2021) and continue through the completion of services as set forth in Exhibit "A" or until December 30, 2024, whichever occurs earlier, unless the Agreement is previously terminated as provided for herein ("Term").

3. Compensation. The total not to exceed compensation amount shall be increased by Ten Thousand Dollars **(\$10,000.00)** increasing the total not to exceed compensation amount from Two Hundred Fifty-Five Thousand Five Hundred Thirty-One

Dollars **(\$255,531.00)** to Two Hundred Sixty-Five Thousand Five Hundred Thirty-One Dollars **(\$265,531.00)**. Work shall be performed at the rates set forth in the Master Agreement.

There is no change to the total not to exceed compensation of the Master Agreement.

4. Full Force. Except as amended by this Amendment No. 4, all provisions of the Master Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 4.

5. Electronic Transmission. A manually signed copy of this Amendment No. 4 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No.4 for all purposes. This Amendment No.4 may be signed using an electronic signature.

6. Counterparts. This Amendment No. 4 may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR
FOURTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
WITH KABBARA ENGINEERING
(PEPPER AVENUE REHABILITATION PROJECT)**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No.4 on the Effective Date first herein above written.

CITY OF SAN BERNARDINO

CONSULTANT

APPROVED BY:

KABBARA ENGINEERING

Charles A. Montoya
City Manager

Signature

APPROVED AS TO FORM:

Name

Best Best & Krieger LLP
City Attorney

Title

EXHIBIT A

ADDITIONAL SCOPE OF SERVICES

(ATTACHED)