

**SECOND AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF RIALTO
AND
JACOBS ENGINEERING GROUP, INC.**

1. PARTIES AND DATE.

This Second Amendment to the Professional Services Agreement ("Second Amendment") is made and entered into this November 12, 2024, by and between the City of Rialto, a municipal corporation and California general law city ("City"), and **Jacobs Engineering Group, Inc., a Delaware corporation** ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Second Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated *March 8, 2022*, ("Agreement"), whereby Consultant agreed to provide those professional services associated with civil engineering design and right-of-way services related to the Riverside Avenue UPRR Bridge Widening Project (City Project #140813).

2.2 Amendment. City and Consultant desire to amend the Agreement by this Second Amendment to extend the term of the Agreement to June 30, 2027.

3. TERMS.

3.1 Scope of Work. The following paragraph is hereby added to Section 1.1 of the Agreement:

"Consultant's scope of work for the additional services included in the Second Amendment to this Agreement is described on "Exhibit A", attached hereto and incorporated herein by this reference."

3.2 Contract Sum. The following paragraph is hereby added to Section 2.1 of the Agreement:

"Consultant shall be not be compensated for the additional services included in the First Amendment to this Agreement as set forth in "Exhibit A" which shall not exceed \$537,288 (*Five Hundred Thirty-Seven Thousand Two Hundred Eighty-Eight Dollars and Zero Cents*). The total compensation under this amended Agreement shall not exceed \$3,156,213.00

(Three Million One Hundred Fifty-Six Thousand Two Hundred Thirteen Dollars and Zero Cents)."

3.3 Time for Performance. The following paragraph is hereby added to Section 3.2 of the Agreement:

"The Second Amendment to this Agreement to extend the term of the Agreement to June 30, 2027, shall begin immediately upon the City Council's approval of the Second Amendment."

3.4 Continuing Effect of Agreement. Except as amended by this Second Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Second Amendment.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Second Amendment.

3.6 Counterparts. This Second Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

3.7 Conflict of Interest. Pursuant to Rialto Municipal Code section 2.48.145, Contractor represents that it has disclosed whether it or its officers or employees is related to any officer or employee of the City by blood or marriage within the third degree which would subject such officer or employee to the prohibition of California Government Sections 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090. To this end, by approving this Agreement, Contractor attests under penalty of perjury, personally and on behalf of Contractor, as well its officers, representatives, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed to the City in writing.

3.8 Corporate Authority. The persons executing this Second Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Second Amendment on behalf of said party, (iii) by so executing this Second Amendment, such party is formally bound to the provisions of this Second Amendment and (iv) the entering into this Second Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement on the date first written above.

CITY:

**CITY OF RIALTO, a municipal
corporation**

By: _____
Tanya Williams
City Manager

CONSULTANT:

**JACOBS ENGINEERING GROUP,
INC., a Delaware corporation**

By: _____
Hany Haroun
Vice President

ATTEST:

By: _____
Barbara A. McGee
City Clerk

By: _____
Robert Henderson
Manager of Projects

APPROVED AS TO FORM:

Burke, Williams & Sorensen, LLP

By: _____
Eric S. Vail
City Attorney

****Two signatures are required if a
corporation****