

**SECOND AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF RIALTO
AND
BUCKNAM INFRASTRUCTURE GROUP, INC.**

1. PARTIES AND DATE.

This Second Amendment to the Professional Services Agreement ("Second Amendment") is made and entered into this *November 15, 2022*, by and between the City of Rialto ("City") and *Bucknam Infrastructure Group, Inc.*, ("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 *January 8, 2019*, ("Agreement"), whereby Consultant agreed to provide professional services to the City related to *management of the City of Rialto's pavement management program*.

2.2 Amendment. City and Consultant entered into a certain First Amendment to the Agreement ("First Amendment") for completion of the City's Pavement Management Program (PMP) on September 8, 2022.

2.3 Amendment. City and Consultant desire to amend the Agreement by this Second Amendment to include additional tasks for the project as set forth in "Exhibit A", to extend the term of the Agreement, and to increase the total amount of compensation for the Agreement.

3. TERMS.

3.1 Description. The following paragraph is hereby added to Section 1 of the Agreement:

"The additional services to be provided pursuant to this Second Amendment to the Agreement are more particularly described in "Exhibit A", attached hereto and incorporated herein by this reference."

3.2 Scope of Work. The following paragraph is hereby added to Section 2 of the Agreement:

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

3.3 Payment Terms. The following paragraph is hereby added to Section 3 of the Agreement:

“Consultant shall be compensated for the additional services included in the Second Amendment to the Agreement as set for in “Exhibit A”, attached hereto and incorporated herein by this reference, which shall not exceed \$89,302.00 (*Eighty-Nine Thousand Three Hundred and Two Dollars and Zero Cents*). The total compensation to the amended Agreement shall not exceed \$258,450.00 (*Two Hundred Fifty-Eight Thousand Four Hundred and Fifty Dollars and Zero Cents*).”

3.4 Time for Performance. The following paragraph is hereby added to Section 4 of the Agreement:

“The additional services included in the Second Amendment to the Agreement as set for in “Exhibit A”, attached hereto and incorporated herein by this reference, shall begin immediately upon the City Manager’s approval of the Second Amendment and shall be completed within three hundred sixty-five (365) days of its approval.”

3.5 Additional Services. City shall have the right at any time during the performance of the Services under an individual Task Order, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work or change may be undertaken unless a written order is first given by the Contract Officer to the Consultant, describing in detail the extra work or change and the reason(s) therefor and incorporating therein any adjustment in (i) the Task Order sum for the actual cost of the extra work or change, and/or (ii) the time to perform the Task Order, which said adjustments shall be reflected in an amendment to the Task Order subject to the written approval of the Parties. Any amendment to a Task Order shall be reviewed and approved by the City Manager. In accordance with Rialto Municipal Code section 2.48.180, increases in compensation for a Task Order may be approved by the City Manager provided: (a) the initial Task Order amount was less than One Hundred Thousand Dollars (\$100,000) and the amended Task Order sum when considering any or all amendments will not exceed One Hundred Thousand Dollars (\$100,000); or (b) the Task Order was approved by the City Council and the increases in compensation taken either separately or cumulatively do not exceed One Hundred Thousand Dollars (\$100,000). Any greater increases, taken either separately or cumulatively must be approved by the City Council. Payment for additional services rendered by Consultant under a given Task Order requires the submission of the actual costs of Consultant’s performance of the extra work with the invoice(s) for the extra work claim(s), as provided in Section 2.4. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other consultants.

No claim for an adjustment in the contract amount or time for performance shall be valid unless the procedures established in this Section are followed.

3.6 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.

3.7 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.

3.8 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.

3.9 Conflict of Interest. Pursuant to Rialto Municipal Code section 2.48.145, Consultant 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, Consultant attests under penalty of perjury, personally and on behalf of Consultant, 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.

3.10 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 THEREOF, the parties have caused their authorized representative to execute this agreement the day and year first above written.

**CITY OF RIALTO, a municipal
corporation**

**BUCKNAM INFRASTRUCTURE GROUP,
INC., a California corporation**

By: _____
 Marcus Fuller
 City Manager

By: _____
 Peter Bucknam
 President/Secretary

Attest:

By: _____
 Barbara McGee
 City Clerk

By: _____
 Peter Bucknam
 President/Secretary

Approved as to Form:

Burke, Williams & Sorensen, LLP

By: _____
 Eric S. Vail
 City Attorney

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

EXHIBIT A

PROPOSAL/SCOPE OF WORK

September 30, 2022

Mr. Art Cervantes
Public Works Project Manager
City of Rialto
335 W. Rialto Avenue
Rialto, CA 92376

Subject: Proposal for 2022 Sidewalk Management Program Services

Dear Art,

It is our pleasure to submit our proposal to assist the City in the proactive management of the City's sidewalk management program (SMP) as an extension to our current Pavement Management Program (PMP) services. With the City of Rialto's infrastructure management program moving toward automation through condition surveys, Capital Improvement reporting (CIP), and GIS development, *Bucknam Infrastructure Group, Inc. (Bucknam)* has identified a proactive and cost efficient method to assist the City in the continued success of your program. Our team will focus our high-end infrastructure management expertise and GIS technology to optimize the City's management of the sidewalk infrastructure management program.

Through our inspection and management services we will develop a comprehensive sidewalk program that will establish an organized schedule for annual inspection, inventory and maintenance. The program will be focused on developing a common-sense maintenance program that is sensitive to fiscal responsibility while maximizing public safety.

By selecting Bucknam, the City of Rialto will continue to receive a strong, knowledgeable, innovative and communicative team with the experience to implement a cost-effective sidewalk management program. Our handpicked pavement management professionals are committed to delivering quality services to the City. Mr. Peter Bucknam will represent our firm for this project and can be contacted at 760-216-6529 (work) 714-501-1024 (cell) or email at peter@bucknam-inc.com.

In order to streamline project management and work schedules, all work efforts will be conducted through Bucknam's office in Oceanside, CA.

Respectfully submitted,

Bucknam Infrastructure Group, Inc.,



Peter J. Bucknam
Project Manager / President



3548 Seagate Way, Suite 230
Oceanside, CA 92056
T: (760) 216-6529
www.bucknam-inc.com



Scope of Work

Sidewalk Inventory / Management Tasks

TASK 1: Kick-off Meeting / Quality Assurance-Quality Control

The first step in implementing a successful sidewalk inventory program truly resides in frequent communication and timely scheduled data updates. For the City of Rialto it will be essential to establish, up front, the Public Works and Maintenance management priorities. Our team will set a Project Kickoff meeting to further discuss and review in detail the expectations of the project, technical approach and the review of schedule and budget.

This effort will build consensus within the Public Works department as well as build a stronger maintenance / replacement program.

The first key topics to be discussed will include the review and assessment of the existing sidewalk data, recently sidewalk maintenance locations, sidewalk data attributes, survey areas, replacement schedules, data quality and condition, current replacement criteria and desired service levels.

During the project several project assessment meetings and project status meetings will be held to ensure that the major scope tasks and project schedule are being adhered to.

Establishment of QA/QC Plan

We will use a statistical sampling approach for measuring the quality of our field technician's work. In this manner, 10 percent of the original surveys will be re-assessed by an independent survey crew, supervised by a field supervisor, and the results will be compared to the original surveys.

Our QC process involves checking the field crews' work in a "blind study" fashion. Quality control checks will be performed at the end of each survey week. This will ensure that all field personnel are properly collecting sidewalk attributes and quantities for all segments.

Project Status Meetings

Status Meetings and Progress Reports (monthly)

- Minimum of three meetings during the project (kickoff, field, and status meetings, presentations)
- Meetings will incorporate task driven agendas for discussion and meeting minute actions
- Field review meetings, Monthly progress status reports will be delivered to City project manager showing (copies of written communication, invoices, budget tracking and % complete per task)
- Bucknam will make provisions for addressing project issues that may impede scope, fee and/or schedule and will resolve any issues that arise as soon as possible



Scope of Work

TASK 2: Sidewalk GIS / Inspection Criteria / Priorities

Bucknam will initially need to update and verify a clear and accurate citywide Sidewalk GIS layer.

This will be performed by assessing current sidewalk GIS data (if any) and working the Public Works / GIS staff to confirm any new sidewalks that have been constructed in the past several years. If necessary, Bucknam will digitize missing and new sidewalk locations; these will be represented by GIS polylines.

Our staff will utilize the City's available street/sidewalk segmentation data within your MicroPAVER PMP database to digitize/update the sidewalk segmentation. Our staff will utilize additional data such as the City's GIS centerline, aerial imagery and other viable data that will assist our internal sidewalk GIS layer development and upcoming field operations.

All sidewalk inventory and distress data will be collected through the use of our hand-held GPS units. Through the use of ArcPad, our Trimble GPS unit utilizes a data capture screen to record all inventory and inspection data define by the scope of work.

Another essential item to establish prior to survey is what defines Priority maintenance and repair. The recording of Priorities 1, 2, 3 and 4 will be linked to each distress found in the field. These are shown in detail within Task 4.; as stated above, Bucknam will meet with City staff to define the final Priority definitions prior to survey.

Deliverable: Defined Priority criteria, updated citywide Sidewalk GIS layer

TASK 3: Sidewalk – Curb & Gutter Management Database

Based on previous sidewalk management programs performed for various cities, we have provided a list of typical layers and attributes we collect during sidewalk inspections:

Distresses GIS Layer

- House Number – House number closest to distress, if applicable;
- Street Name – Street Name;
- Surface Type – i.e. AC, Brick, Paver, PCC;
- Distress Material Location – sidewalk, C&G, ADA Ramp;
- Vertical displacement – i.e. 1/2 " to 1", 1" to 2", 2" or higher
 - Displacement ranges – Defined by City's current Sidewalk Inspection Program (may be changed per discussions with City);
 - Distress Type – i.e. joint faulting, linear cracking, divided slab, buckled slab;
- Sensitive Location – Schools, Parks, City Facilities, etc. Locations to be determined by City Staff;
- Tree – If distress is caused by a tree;
- Utility Box – If distress is caused by a utility box;
 - Utility label/type, if any;
- Length – Length of distress, if applicable;
- Recommended Work – i.e. Grind, Ramp, Replace;
- MicroPAVER ID – Unique ID that corresponds with PMP Street GIS Layer;
- Any hazards or sidewalk damage that may not meet requirements of repair to be noted for future inspections;



Scope of Work

- Field notes (if applicable) and inspection date associated with distress priority location;
- Comments – Field for any necessary comments about the distress.

Bucknam will work with City staff to further develop the sidewalk and curb & gutter GIS layers and their database attributes. Bucknam will deliver all GIS layers in the City's preferred GIS format (i.e. shapefile, file geodatabase, etc.) along with MXDs and MPKs.

Through our experience in working with sidewalk GIS datasets and MicroPAVER we are approaching the continuous development and management of the Rialto sidewalk inventory in the following manner:

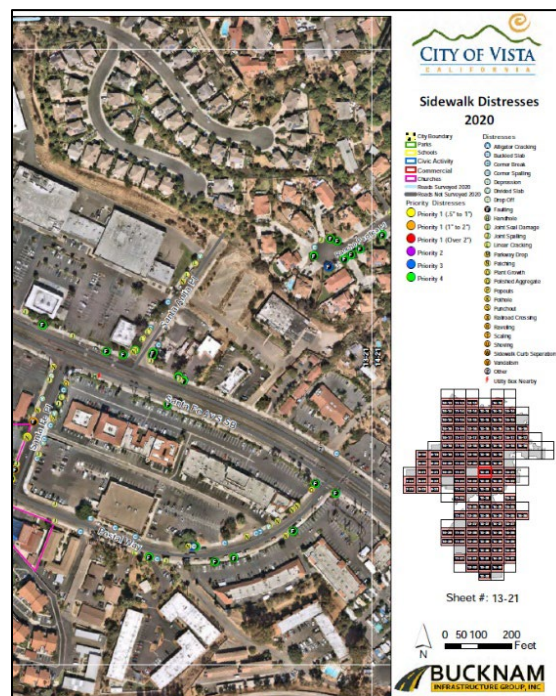
- ❖ Perform all sidewalk data collection through the use of GPS handheld technologies and personal computers.
 - This creates a real-time, accurate GIS database for each distress location
- ❖ Import all sidewalk GIS data into the City's existing GIS Enterprise program for data analysis, reporting and management

Deliverable: Defined Master GIS Project file (.mxd); Sidewalk GIS distress map, sidewalk location map.

TASK 4: Conduct Sidewalk / Curb & Gutter Inspections

Once the street/sidewalk segmentation has been assessed and verified, the inspection of approximately 448 miles of sidewalk segments will be performed (based on 280 miles of streets with 80% of segments having sidewalks on both sides). Bucknam will coordinate the sidewalk and upcoming pavement management surveys together for efficiency. Our survey methodology will include the following approach:

1. **Walking / GPS Handheld** - All sections will be surveyed utilizing a walking/GPS methodology. Distress locations and types will be collected based upon actual surface conditions found and physical characteristics of the site. Surveying will identify distress locations of sidewalk by GPS coordinates. Our staff will be following the current sidewalk management program survey schedule (see below).



FY 2022-23 Sidewalk Management Program Contract:

- **448 miles of sidewalk / curb & gutter inspections (Arterials, Collectors and Locals)**



Scope of Work

We have included the typical Priority distress limits (repair criteria), which are demonstrated below; these recommendations will be discussed prior to survey:

- Priority 1 – for “high risk locations” (i.e. schools, churches, city facilities, parks, commercial centers, etc.) where pedestrian traffic is high and the City has a vested interest in lowering tripping hazards.
- Priority 2 – (Very Poor), Locations that have a condition of Very Poor or any location which the field technician considers to be an immediate serious safety concern
 - Typically trip, separation, spalling, raised/depressed slab distress areas that are 2” or greater in occurrence
- Priority 3 – (Poor to Fair), Locations that have a condition of Poor to Fair of where the field technician determines that a problem is not an immediate safety concern
 - Typically trip, separation, spalling, raised/depressed slab distress areas that are 1” to 2” in occurrence
- Priority 4 – (Fair to Good), Locations that have a condition of Fair to Good or where the problem is not a safety hazard
 - Typically trip, separation, spalling,, raised/depressed slab distress areas that are ½” to 1” in occurrence
 - Other obvious crushed or deteriorated locations shall be identified

We welcome staff members from the City of Rialto to join our surveys.

Our use of mobile **GPS Handheld/Tablet units allows our staff to collect sidewalk data with the City of Rialto’s database live in the field.** At the end of the day all electronic data is transferred to our office for quality control and management. We can produce Sidewalk GIS Distress locations at any time during the survey for City QC and/or review.

Section Distress and Condition Reporting

At 50% and 100% Bucknam will generate Sidewalk Location/Distress Reports for City staff review. The City and our staff will review these reports to ensure that all inventory data is correct and the project is running smoothly.

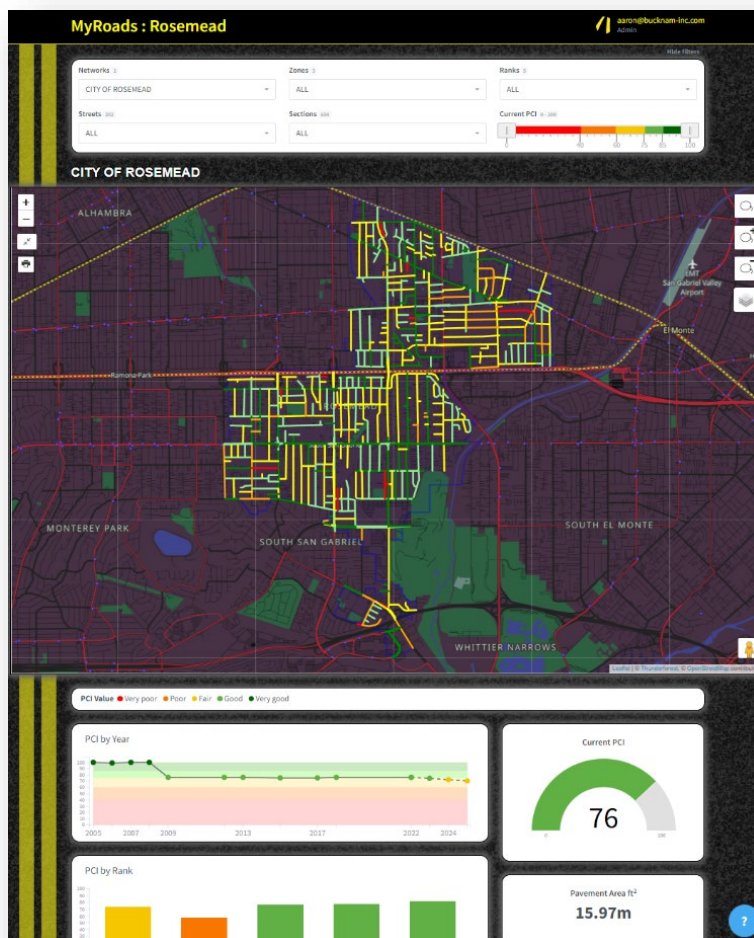
Attributes of Distresses												
FID	Shape *	NAME	ID	SIZE	TREE	TYPE	ST_SIDE	LENGTH_FT	AREA_SF	RECOMMEND	TRIP_FALL	COMMENTS
1323	Point	ESHELMAN AVE	132	Greater than 1 inch	Yes	Displaced Slab	East	4	0	Grind	High	
1324	Point	ESHELMAN AVE	132	Greater than 1 inch	No	Depressed Slab	East	0	220	Replace	High	
1325	Point	ESHELMAN AVE	132	Less than 1 inch	No	Linear Crack	East	4	0	N/a	N/a	
1326	Point	ESHELMAN AVE	132	Greater than 1 inch	Yes	Displaced Slab	East	4	0	Grind	High	
1327	Point	ESHELMAN AVE	132	Less than 1 inch	No	Depressed Slab	East	0	22	Replace	Low	
1328	Point	ESHELMAN AVE	132	Less than 1 inch	Yes	Linear Crack	East	5	0	Grind	Low	
1329	Point	ESHELMAN AVE	132	Less than 1 inch	No	Crushed Slab	East	0	15	Replace	N/a	
1330	Point	ESHELMAN AVE	133	Greater than 1 inch	No	Displaced Slab	East	4	0	Grind	High	
1331	Point	ESHELMAN AVE	133	Greater than 1 inch	No	Joint spalling	East	1	0	N/a	High	
1332	Point	ESHELMAN AVE	133	Greater than 1 inch	No	Displaced Slab	East	4	0	Grind	High	
1333	Point	ESHELMAN AVE	133	Less than 1 inch	No	Joint spalling	East	2	0	N/a	N/a	
1334	Point	ESHELMAN AVE	133	Greater than 1 inch	Yes	Displaced Slab	East	0	25	Replace	High	
1335	Point	ESHELMAN AVE	133	Less than 1 inch	No	Linear Crack	East	8	0	N/a	N/a	
1336	Point	ESHELMAN AVE	133	Less than 1 inch	Yes	Displaced Slab	East	4	0	Grind	Low	
1337	Point	ESHELMAN AVE	133	Greater than 1 inch	Yes	Displaced Slab	East	4	0	Grind	High	replace immediately

Sample screenshots of Sidewalk Inventory report and GIS output

Scope of Work

Sidewalk spreadsheet reports, GIS maps and MyRoads® will include:

- Identification of all street segments in a continuous manner (W to E and S to N);
- Sidewalk locations identified within street segments;
- GIS maps identifying sidewalk displacement locations;
- A Sidewalk M&R recommendation map
- Citywide Sidewalk/C&G Atlas Book
- Publication of sidewalk data with Rialto's MyRoads® PMP web-portal (see image below)



Deliverable: Citywide Sidewalk Distress Reports (50% and 100% status reports); project summary findings, final GIS files (.mxd, .shp) recommended repairs; GIS Distress/Deficiency Atlas Map Book.



Scope of Work

Proposed Fee

Task Items 1 thru 4 can be accomplished on a **time and materials, not-to-exceed basis** in accordance with the standard hourly rate schedule attached. Our not-to-exceed amount is \$89,302, all tasks below are negotiable.

Bucknam Infrastructure Group - Detailed Labor and Fee Breakdown City of Rialto, CA 2022-2023 Sidewalk Management Program Services											
PROPOSED FEE/PAYMENT FEE SCHEDULE											
Bucknam Infrastructure Group - PROJECT FEE BY TASK BY PERSONNEL											
Task Description	Project Principal-In-Charge	Project Manager	Discipline 1				QA/QC	Clerical / Administrative	TOTAL HOURS Bucknam	TOTAL FEE Bucknam	
			GIS Manager	GIS Analyst	Senior Technician	Field Technician					
Burdened Hourly Rate	\$ 295.00	\$ 195.00	\$ 150.00	\$ 145.00	\$ 145.00	\$ 96.00	\$ 96.00	\$ 85.00			
FISCAL YEAR 2022-23: Sidewalk Management Program (SMP) Services											
Task 1 Kickoff Meeting - Project Status Meetings		4	2		4	1			11	\$	1,756.00
Task 2 Sidewalk GIS - Inspection Criteria - Priorities	1	2	4		4		2		13	\$	2,057.00
Digitization of Sidewalk Network		2			12	168			182	\$	18,258.00
Task 3 Sidewalk-Curb & Gutter Management Database		2	8		8				18	\$	2,750.00
Task 4 Conduct Sidewalk / Curb & Gutter Inspections (448 miles)		12	4		24	514	32	2	588	\$	59,006.00
SUBTOTAL	1	22	18	0	62	683	34	2	812	\$	83,827.00
Other Direct Costs											
All Tasks Reimbursable (mileage, materials, equipment)										\$	5,475.00
SUBTOTAL										\$	5,475.00
TOTAL BASE FEE										\$	89,302.00
OPTIONAL SERVICES											
OPTIONAL FISCAL YEAR 2022-23: Sidewalk Services / Support											
										\$	-
SUBTOTAL	0	0	0	0	0	0	0	0	0	\$	-
TOTAL LABOR	0	0	0	0	0	0	0	0	0		\$0
TOTAL ESTIMATED FY 2022-2023 COSTS (Total includes Base & Optional cost items)											\$89,302

Should the City desire to increase the service level above the task description outlined above for the Task 1 thru 4 or require other services not described herein, a fee adjustment would be negotiated and mutually agreed upon by both parties.

Proposed Schedule

Task	Date
Project Kick-off	November, 2022
Establishment of Inspection Criteria/Priorities	November, 2022
Development of Sidewalk Management Database	Nov. – Jan. 2022-23
Conduct Sidewalk Inspections	January - May, 2023
- Sidewalk Inventory Reporting	May, 2023
Optional Services	To be determined



Scope of Work

Standard Hourly Rate Schedule

<u>Category</u>	<u>Rate</u>
Principal	\$ 295
Senior Project Manager	215
Senior Engineer / Planner	195
Construction Manager	190
Pavement Management Project Manager	195
Management Analyst	170
Project Engineer / Planner	160
Sr. Engineer / GIS Manager / Sr. Inspector	150
Assistant Engineer / Sr. Technician / GIS Analyst / Inspector	145
CADD Operator	110
Administrative Assistant	105
Field Technician	96
Clerical / Word Processing	85
Forensic Services	Quote
<u>Reimbursables</u>	
Mileage	\$0.72/mile
Subconsultant Services	Cost + 15%
Reproduction	Cost + 15%
Travel & Subsistence	Cost + 15%
Fees & Permits	Cost + 15%
Computer Services (External)	Cost + 15%

Rates Effective 1/1/22



3548 Seagate Way, Suite 230
Oceanside, CA 92056
T: (760) 216-6529
www.bucknam-inc.com