

**FIRST AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT**

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

1. PARTIES AND DATE.

This First Amendment to the Professional Services Agreement ("First 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 First 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 First Amendment to include additional tasks for the project, an additional cost proposal, and a schedule of performance, all as set forth in "Attachment 1", attached hereto and made a part hereof by this reference, to extend the term of the Agreement, to increase the total amount of compensation for the work under the Agreement, and to agree on a schedule for the additional work to be performed.

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 First 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 compensated for the additional services included in the First Amendment to this Agreement as set forth in “Exhibit A” which shall not exceed \$537,288.00 (*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 additional services included in the First Amendment to this Agreement as set for in “Exhibit A”, attached hereto and incorporated herein by this reference, shall begin immediately upon the City Council’s approval of the First Amendment.”

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

3.6 Counterparts. This First 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 First 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 First Amendment on behalf of said party, (iii) by so executing this First Amendment, such party is formally bound to the provisions of this First Amendment and (iv) the entering into this First Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

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: _____
G. Michael Milhiser
Interim City Manager

CONSULTANT:

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

By: _____
Signature

ATTEST:

By: _____
Barbara A. McGee, City Clerk

Steven J. Demetriou
Name

Chief Executive Officer
Title

APPROVED AS TO FORM:

Burke, Williams & Sorensen, LLP

By: _____
Signature

By: _____
Eric S. Vail, City Attorney

Justin Johnson
Name

Secretary
Title

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

ATTACHMENT 1

“Exhibit A”

DRAFT



CITY OF
RIALTO

Jacobs

Additional Scope of Work #01

Date: June 27, 2024

Project Name: City of Rialto - Riverside Ave Bridge Widening Project

City Project No: 140813

Prepared By: Keyvan Pirbazari/Jacobs

Jacobs requests a modification to the project contract regarding the additional scope of work incurred to date. The additional scope items are listed below:

- Task 1 - Project Administration:
 - 1.1 Add an exclusive right-turn lane from southbound Riverside Ave to westbound Slover Ave. During the project kickoff meeting on 5/26/22, the City requested the addition of right-turn lane to the project that was required by a nearby development. Jacobs developed the layout and had the layout reviewed/accepted by the city.
 - 1.2 In addition, per City's request on 10/18/22 and on 10/20/22, Jacobs provided the rough order of magnitude construction cost estimate of adding a right-turn lane on Slover Ave and reviewed the extension of the right-turn lane to the bridge against the environmental study.
 - 1.3 Provide administration over other tasks listed below:
 - Coordination for new survey and utility potholing work.
 - Assisting the City in obtaining permit from Caltrans
 - Prepare and discussion with UPRR on site access plan

Task 2 - Survey:

- 2.1 Site Access Fees as required by the UPRR. Flagging services were assumed to be provided by an inter-agency agreement between the city and the railroad but the railroad stated only the site visit with a UP representative will be provided by the agreement. The changed condition was discussed with the City (Art Cervantes) on 8/16/22 via phone and Jacobs was directed to include the flagging services in the additional scope request. Survey within the UPRR right-of-way for utility and boring has been completed.
- 2.2 Due to the recent UPRR Colton Yard improvements, it was aware that the tracks around Pier 6 have been reconfigured. A new ground survey of the area is required to insure vertical clearances below the bridge deck and the horizontal clearance to the pier can still be meet.
- 2.3 New aerial photo and survey of the project site will provide updated mapping and site grading due to the new track updates. The new survey also provides updated pavements surfaces of Riverside Ave south of the bridge after the pavement rehabilitation project back in 2022. This will ensure more accurate surface for roadway model and cross slope.



2.4 Survey of utility boring locations and any utility markings that will be marked by UPRR on their recent yard improvements.

- Task 3 – Geotechnical:

- 3.1 Geotechnical work to be done within railroad right-of-way needs right-of-entry permit from UPRR. This includes agreement fee, endorsement fee, observer in addition to the flagger, and a railroad liability insurance.

- 3.2 Geotechnical drilling with flagger service within the UPRR right-of-way has been completed.

- Task 4 – Traffic Signal/Electrical/Signing/Striping:

- 4.1 Additional signal, signing and striping, and street lighting design with the added right-turn lane on SB Riverside Ave.

- 4.2 Field investigation and coordination with city and SCE on locating as-built and street light stand type.

- Task 5 – Right-of-Way:

- 5.1 Provide existing right-of-way engineering and easement search. Existing ROW and easement records were assumed to be provided by the city. The records located by the City and UP, however, are outdated or missing and were not consistent with the existing conditions. Since confirming the existing ROW and easements are essential to the project, existing ROW engineering and easement search has been added to the project to move the project forward. All preliminary title report search has been completed and have submitted to various owners for validation. Caltrans has validated our finding of its right-of-way within the project limit.

- Task 10 - Provide services to support 2024 TCEP grant application submittal:

- Support with Caltrans and CTC (and other agency) requests for information. As needed technical support, meeting attendance, and meeting minutes.
 - On-going TCEP funding strategy support. Attendance at TCEP CTC 2024 workshops and office hours to review guidelines and scope elements. Strategy meetings with the city and Jacobs technical staff as needed.
 - TCEP grant application preparation (will commence when TCEP 2024 NOFO is announced through TBD submittal date)
 - Project Coordination. Hold a grant kickoff meeting with staff to review project, confirm scope and schedule and discuss additional data needs. As needed bi-weekly teleconferences and overall management during duration of this task.
 - Prepare and produce application. Develop a TCEP grant application for the I-10/Riverside Avenue Interchange, leveraging materials and resources from the 2022 TCEP grant application. Prepare a draft application for City of Rialto review, incorporating comments. The City shall provide any needed graphics, photos, and other images at a suitable resolution.



- Prepare Benefit-Cost Analysis. Quantitative and qualitative discussions of benefits that would arise as a result of project construction, including development of 22 required performance measures and if possible, 9 optional performance metrics, for a total of up to 31 performance metrics under future build and no build conditions. Update data and materials from 2022 TCEP BCA analysis.
 - Document Design and Production. Prepare the final application narrative document in Adobe InDesign for production, together with a graphic front cover and stylized headings throughout the document. Provide all required files (application narrative, BCA technical memorandum, and accompanying appendices) as Adobe PDF files, as well as all required grant forms. City of Rialto will be required to formerly submit the application and all accompanying documents to the CTC.
- Task 12 - Prepare Revalidation for 2016 CE/CE:
 - NEPA/CEQA Revalidation support:
 - Project Coordination. Hold a revalidation kickoff meeting with DLE and DL SR Env. Planner to provide project update, review project scope and confirm REA strategy. As needed teleconferences and overall management during duration of this task.
 - Review current project and PS&E to ensure 2016 ECR measure have been incorporated.
 - Prepare Revalidation to address prior requirements consistent with what is outlined in the PES and was previously addressed for the 2016 CE/CE including:
 - Provide Tech memos updating/revalidating information for:
 - CIA
 - WQAR
 - Prepare NES-Addendum to address potential changes to biological environment since 2016.
 - Prepare Supplemental HPSR/FNAE to address potential changes associated with new sites identified in the project area since 2016.
 - Prepare Supplemental Phase I and updated ISA to address potential changes in the project area associated with changes hazardous materials since 2016.
 - Collect Updated Traffic Volumes and Prepare Traffic Tech Memo update for TAR.
 - Update Transportation Conformity Checklist, Complete TCWG coordination as applicable and Prepare Tech Memo update for AQR

Below, please find the changes re-categorized per Project Task and added task 12 for environmental revalidation:

Task No. 1 – Project Administration

- Project external and internal coordination and administration of the entire change order.
- Provide coordination of survey and utility potholing work.
- Provide up to 100 hours to assist the city into obtaining permit from Caltrans.
- Coordination with UPRR on the site access plan.



Task No. 2 – Survey

- Provided flagging services for the field survey work.
- Provide aerial image of the new track alignments.
- Provide new aerial mapping of the new track alignments and roadway pavements after reconstruction.
- Provide top of rail and structure elevations and clearances.
- Provide new trackside features and equipment.
- Provide survey of potholing locations.
- Prepare permit and flagger services.

Task No. 3 – Geotechnical

- Provide necessary documents for railroad easement access.
- Provide observer and flagging services
- Provide UP geotechnical right-of-entry agreement fee and endorsement for two contractors
- Provided drilling for soil samples.

Task No. 4 – Traffic Signal/Electrical/Signing/Striping

- Provide additional signal work including poles, conduit, loops, phasing, calculations, signal heads for the right-turn lane
- Field investigation and coordination with city and SCE on streetlight type and construction and provide irrigation design plans as relocation of the existing system.

Task No. 5 – Right-of-Way

- Conducted title search of UPRR property and AmeriGas property
- Extended search of ROW jurisdiction between UPRR, City and Caltrans.

Task No. 6 – 65% PS&E

- Roadway
 - Integrate right-turn lane design from a separate project into current project.
 - Performed additional design effort to adjust the flow profile and driveways
 - Prepared ROM construction cost estimates
 - Reviewed the right-turn at Slover Ave against the Environmental Study
 - Coordinate with structures, drainage, traffic, and utility design
 - Coordinate with Survey and Geotech for flagging services and permits
 - Coordinate with Survey and ROW for various ROW support services listed in Task No. 4 Traffic and Task No. 5 ROW
- Structures
 - Perform additional analysis and design of walls
 - Coordinate with railroad on construction clearance, stages, and accessibility.
- Geotechnical
 - Coordinate with flagging services for the field boring work.
- Rail
 - N/A
- Drainage
 - Review the impact of the right-turn lanes to the CMP inlet west of Riverside Ave



- Perform additional study as necessary to ensure a proper gradient of flow of catch basin and inlets
- Utilities
 - Perform additional check on utilities with as-built, specifically the underground oil lines and utilities within the railroad right-of-way.

Task No. 7 – 95% PS&E

- Roadway
 - Review and update the plans to reflect the updated survey based on realigned tracks.
- Structure
 - Review and update the plans to reflect the updated survey.
 - Analysis the alternatives if constraint discovered with latest realigned track s.
- Utilities
 - Perform review and check of the three utility potholing locations.
 - Prepare utility research and plan updates.
 - Perform meeting with UPRR and utility companies.
 - Coordinate potholing service provider which includes field work, permit, and flagger.

Task No. 9 – Public Outreach

- N/A

Task No. 10 – TCEP Grant Application

- Support with Caltrans and CTC RFIs
- On-going funding strategy support
- TCEP Grant Application preparation including coordination, production of application, benefit-cost analysis and document design.

Task No. 11 – Traffic Management Plan (TMP) – As needed

- N/A

Task No. 12 – Environmental Revalidation

- Environmental revalidation internal and stakeholder coordination
- Air quality report revalidation
- Traffic analysis report revalidation
- Water quality assessment report revalidation
- Community Impact assessment revalidation
- NES-MI Addendum
- Phase I
- Supplemental HPSR/FNAE

Anticipated Schedule Impact: To be determined. This change request does not consider the impact on schedule due to requirements by UP and Caltrans review of the project.



Change Order #1 Fee Schedule

Tasks	Cost
Project Initiation /Meeting Preparation and Scheduling	\$66,503
Survey	\$41,862
Geotechnical Investigation/Report	\$3,148
Traffic Signal/Electrical/Signing/Striping	\$21,492
Right-of-Way	\$2,592
65%	\$23,661
95%	\$25,572
100%	\$1,810
TCEP Grant Application	\$49,670
CE/CE - Revalidation	\$146,244
ODC – Flagger/Core Drilling	\$79,539
ODC – Flagger/Potholing	\$10,195
UPRR Permit for Potholing	\$65,000
Total Fee Estimate	\$537,288

