

**FIRST AMENDMENT TO SERVICES AGREEMENT
BETWEEN THE RIALTO UTILITY AUTHORITY AND
DOPUDJA AND WELLS**

This First Amendment to the Services Agreement ("First Amendment") is hereby entered into this 8th day of February 2022 by and between the Dopudja and Wells Consulting, a California Corporation ("Consultant"), and the Rialto Utility Authority, a joint powers authority ("RUA"), on the terms and conditions stated below. RUA and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

- A. The Parties entered into the Services Agreement for engineering and as-needed support services on the 13th of April 2021 (the "Agreement").
- B. The Parties mutually desire to amend the Agreement to provide additional compensation for an increased level of assistance and as-needed support services to RUA and for providing the Final Design services of Lake Rialto Project.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises set forth herein, the Parties do hereby enter into this First Amendment which modifies and amends the Agreement as follows:

AMENDMENT. The Agreement is hereby modified and amended as follows:

1.1 **Exhibit A** is hereby amended to include the new scope of work for the Final Design of Lake Rialto Project:

Scope of Work

The following tasks comprise the scope of work required for the respective projects outlined above.

Task 1: Civil and Mechanical Construction Plans

Dopudja & Wells' team members will prepare 90%, 100% and final stamped and signed plans for the LRP, based on the attached Figure 1. We will also prepare a construction cost estimate that will be provided with each of the submittals. The anticipated drawings are as follows:

- G01 – Title Sheet with Location Map and Index of Drawings
- G02 – Abbreviations, General Notes, Legend and Survey Control
- C01 to C03 – Grading Sheets at a scale of 1 inch – 40 feet
- C04 to C05 – Grading Details and Cross Sections
- C06 to C08 – Pipeline Plan and Profile Sheets

- C09 to C11 – Civil Details and Structures
- M01 to M03 – Pump Station Mechanical and Electrical Plans
- M04 – Pump Station Details
- E1 to E6 - Electrical Plans and Details
- I1 to I2 – Instrumentation Plans

The discharge Pump Station plans are proposed to be a package type pump station. Because the City is negotiating a full summer diversion pump station with IEUA, the timing of the permanent pump station versus completion of the LRP is yet undetermined. A tentative evaluation appears to indicate the completion of the LRP could coincide to the IEUA pump station. In the event the LRP is completed prior to the IEUA summer diversion pump station, we are proposing a package pump station that would allow the LRP to open sooner. To avoid the potential for duplicative pump station designs, and to save unnecessary design expense, Dopudja & Wells is proposing a 65% design of the package pump station for CEQA evaluation of the project. If the LRP and IEUA schedules coincide, this pump station design effort would be paused to save the City on design fees.

Due to the lower elevations of the LRP, a restroom facility would require a sewage pump to remove waste. The anticipated length and volume of the sewage force main would likely result in significant maintenance and potential failure due to clogging. As part of our design, we will explore alternative restroom facilities such as a portable/trailer mount facility with a sump for routine pumping out via the City's vactor truck.

Task 1 Deliverables: 90%, 100% and final stamped/signed plans.

No PLC or HMI are anticipated for pump station control. No standby generator is anticipated. Power will be provided from the WWTP. Major modifications to MCCs are not anticipated, Existing WWTP PLC is anticipated to monitor alarm status.

Is anticipated the City will prepare, submit, and obtain the necessary permits. Dopudja & Wells has budgeted some as-need assistance to support the City in this effort.

Task 2: Offsite Surveying and Street Parking Plans

Wilson Mikami will assist Dopudja & Wells in preparing the offsite parking plans. For purposes of this proposal, we are utilizing the Agua Mansa (Alternative #3) concept,

attached as Figure 2. Because the original onsite surveying did not cover Agua Mansa, some additional surveying is included to cover this area. We anticipate parking will occur west of the Rialto Channel, on the north side of Agua Mansa Road. Our team will prepare 90%, 100% and final stamped and signed plans for the LRP. We will also prepare a cost estimate that will be provided with each of the submittals. The anticipated drawings for this task are as follows:

- P01 to P02 – Street Parking Plans
- P03 – Miscellaneous Parking Details

Task 2 Deliverables: 90%, 100% and final stamped/signed plans.

Is anticipated the City will prepare, submit, and obtain the necessary permits. Dopudja & Wells has budgeted some as-need assistance to support the City in this effort.

Task 3: Landscaping and Irrigation Plans

Buck and Associates will assist Dopudja & Wells in preparing the Plant Palettes, Planting and Irrigation Plans. Our team will prepare 90%, 100% and final stamped and signed plans for the LRP. As part of our scope of work, we will coordinate with local nurseries so the City can contract grow the required vegetation, prior to planting at the LRP. We will also prepare a cost estimate that will be provided with each of the submittals. The anticipated drawings for this task are as follows:

- L01 to L03 – Landscape Planting Plans
- L04 – Plant Palette, Quantities and Notes
- L04 – Irrigation Plans

Task 3 Deliverables: 90%, 100% and final stamped/signed plans.

Is anticipated the City will prepare, submit, and obtain the necessary permits. Dopudja & Wells has budgeted some as-need assistance to support the City in this effort.

Task 4: Hydrology/Hydraulics Report

Dopudja & Wells team members will prepare a Hydrology/Hydraulics Report in conformance with City standards to support the design of the grading and drainage improvements associated with the project. Our team will prepare hydraulic calculations for the inlet pipeline and lake level control structures. The Hydrology/Hydraulic Study will address the existing and ultimate site condition to

assure that proposed drainage improvements are compatible with the existing and ultimate development of the site. The Hydrology/Hydraulic Study will be submitted for review as part of the Grading and Improvement Plan submittal.

Task 4 Deliverables: 90%, 100% and final Hydrology/Hydraulics Report.

Is anticipated the City will prepare, submit, and obtain the necessary permits. Dopudja & Wells has budgeted some as-need assistance to support the City in this effort.

Task 5: Storm Water Pollution Prevention Plan (SWPPP)

Dopudja & Wells team members will prepare a SWPPP in conformance with the State Water Resource Control Board and City of Rialto requirements. The SWPPP will be prepared prior to commencement of grading and will include sampling and analysis procedures as well as other recent modifications to the general construction storm water permit.

Task 5 Deliverables: Final SWPPP.

Is anticipated the City will prepare, submit, and obtain the necessary permits. Dopudja & Wells has budgeted some as-need assistance to support the City in this effort.

Task 6: Technical Specifications

Dopudja & Wells team members will prepare draft and final specification document for bidding and construction of the LRP. The Technical Specifications will be customized for the LRP. The “front End “contracting documents will be provided by the City and be consistent with City procurement standards. We anticipate the City will advertise and procure bids through the City’s normal procurement process.

Task 6 Deliverables: 90%, 100% and final stamped/signed Technical Specifications.

Is anticipated the City will prepare, submit, and obtain the necessary permits. Dopudja & Wells has budgeted some as-need assistance to support the City in this effort.

Task 7: Construction Period Engineering Services

Dopudja & Wells team members will provide construction phase engineering support services. These include:

- Review and respond to up to six Request for Information
- Review and respond to up to six Submittals
- Review and respond to up to two Contract Change Orders
- Attend up to eight construction meetings
- Geotechnical Engineering assistance during the construction period (up to 40 hours)
- Landscaping and irrigation system assistance during the construction period (up to 40 hours)

Task 7 Deliverables: Miscellaneous response to Requests for Information, Submittals and Contract Change Orders.

Task 8: Project Management

Dopudja & Wells and our team members will provide overall project management to ensure the project remains on budget and schedule.

Task 8 Assumptions: City will be responsible for preparing, submitting, obtaining and associated cost for the necessary permits. A total of 40 hours of as-needed assistance has been budgeted.

1.2 **Exhibit “C”** is hereby amended as follows:

Section I is hereby amended to provide additional compensation for an increased level of assistance and as-needed support services to RUA in the amount of **\$200,000** and additional compensation for the Final Design services for Lake Rialto Project as shown in **Table 1** below in the amount of **\$517,864**:

Table 1 - Fees for Services		
Task	Description	Amount (\$)
1	Civil and Mechanical Plans	\$203,280
2	Offsite Surveying and Street Parking Plans	\$35,140
3	Landscaping and Irrigation Plans	\$80,124
4	Hydrology/Hydraulics Report	\$17,330
5	Storm Water Pollution Prevention Plan (SWPPP)	\$10,620
6	Technical Specifications	\$41,860
7	Construction Period Engineering Services	\$67,070
8	Project Management	\$54,940
	Reimbursables, mileage, travel, etc. (estimated)	7,500
	Total	\$517,864

Section IV is hereby amended and restated in its entirety to read as follows:

“Subject to any limitations set forth in this Agreement, RUA agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C-1” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Million, Two Hundred and Three Thousand, Eight Hundred and Sixty-Four Dollars and Zero Cents (\$1,203,864.00) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.9.”

2. GENERAL PROVISIONS.

2.1 Remainder Unchanged. Except as specifically modified and amended in this First Amendment, the Agreement remains in full force and effect and binding upon the parties.

2.2 Integration. This First Amendment consists of pages 1 through 9 inclusive, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this First Amendment.

2.3 Effective Date. This First Amendment shall not become effective until the date it has been formally approved and executed by the appropriate authorities of the RUA and Dopudja and Wells.

2.4 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this First Amendment.

2.5 References. All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this First Amendment have the same

meaning as provided in the Agreement, unless expressly stated to the contrary in this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the date and year first written above.

[SIGNATURES ON FOLLOWING PAGE]

Exhibit “C-1”**Billing Rates Schedule****Proposed Billing Rates Schedule (Calendar Year 2022)**

Staff Description	Hourly Rate (\$)
Principal	\$290
Project Manager	\$270
Senior Advisor	\$310
Senior Project Engineer	\$245
Project Engineer	\$210
Engineer II	\$185
Engineer I	\$158
Senior CAD Designer	\$131
Drafter	\$100
Admin/Office Work	\$90

Notes:

1. Outside services such as reprographics, supplies, shipping, etc. will be billed at cost plus 15%.
2. Mileage will be billed at cost at the current Federal Rate.
3. Subcontractors are billed at cost plus 10%.
4. Invoices that remain unpaid within 45 days of receipt will be subject to a finance charge of 1.5% per month.