

**SECOND AMENDMENT TO THE  
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF RIALTO  
AND  
DOKKEN ENGINEERING**

**1. PARTIES AND DATE.**

This Second Amendment to the Professional Services Agreement ("Second Amendment") is made and entered into this 9<sup>th</sup> of July, 2019, by and between the City of Rialto ("City") and Dokken Engineering, ("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 February 25, 2014, ("Agreement"), whereby Consultant agreed to provide professional services to the City related to provide engineering design services, environmental assessments and right-of-way acquisitions Services to the City.

2.2 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 \$51,960 (Fifty one Thousand Nine Hundred Sixty Dollars and Zero cents). The total compensation to the amended Agreement shall not exceed \$547,560 (Five Hundred Forty Seven Thousand five hundred Sixty 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 Council’s approval of the Second Amendment and shall be completed within thirty (30) days of its approval.”

3.5 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.

3.6 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.

3.7 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.

3.8 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.

3.9 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 First 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**

**NAME OF VENDOR**  
**Dokken Engineering**

By: \_\_\_\_\_  
Deborah Robertson  
Mayor

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name/Title

*Attest:*

By: \_\_\_\_\_  
Barbara McGee  
City Clerk

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name/Title

*Approved as to Form:*

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

By: \_\_\_\_\_  
Fred Galante, Esq.  
City Attorney

# **EXHIBIT A**

## **Valley Boulevard / Cactus Avenue & Linden Avenue Widening Project**

### **Contract Amendment Request for Construction & Environmental Construction Support Services**

The following scope of services will be performed by Dokken Engineering to provide construction support and environmental construction support services for the referenced project. The purpose of this project is to widen the current roadway prism to the City standard (General Plan) width and to provide pedestrian and bicycle facilities to increase the opportunities for non motorized travel in the City while reducing potential conflicts between the motorized and non motorized users. The tasks below will be invoiced monthly on a time and materials basis or as needed/requested by the City.

#### ***Scope of Services***

##### **Task 12.0 – Design Support**

Dokken Engineering will provide design support services during the construction phase of the project, including environmental construction support as follows:

##### ***12.1 – Construction Support***

This is a new task on the Valley Blvd/Cactus Ave & Linden Ave widening project being added to the contract to provide construction support services during construction. Dokken Engineering will visit the jobsite up to fifteen (10) times during construction for on-site review of construction and other visits as requested by the City to assist in resolving any discrepancies in the contract documents. Dokken Engineering shall furnish all necessary drawings for corrections and change orders for up to fifteen (10) Contract Change Orders as required by errors and omissions of Dokken Engineering. Drawings and change orders required due to actions of the City, which are beyond the scope of Dokken Engineering's responsibilities, shall be considered extra services. Dokken Engineering shall review and provide responses for up to thirty (20) Requests for Information (RFIs) from the City, Construction Management Team, and/or Contractor to answer questions on contract documents to progress construction. As part of this task our team will also provide geotechnical investigations as needed to identify any possible differing site conditions raised by the Contractor and/or CM Team. These geotechnical investigations will be completed by Geocon, Inc.

##### ***12.2 – Environmental Construction Support***

Dokken Engineering environmental staff will work with the City to ensure the environmental commitments outlined in the CEQA documents for the Valley Blvd / Cactus Ave & Linden Ave widening project are implemented. Dokken Engineering biologists will coordinate with the City, the Contractor, and the Resident Engineer to perform the following tasks:

1. Dokken Engineering will conduct preconstruction surveys consistent with the 2012 CDFW Staff Report on Burrowing Owl Mitigation for burrowing owls no less than 2 weeks before construction activities begin. If no burrowing owls are detected, no further action for burrowing owl will be required. If active burrowing owl burrows are found in or near the permanent or temporary construction impact area additional coordination with CDFW to determine avoidance buffers and other avoidance measure will be required.

2. Dokken Engineering will conduct a preconstruction survey for migratory nesting birds within 7 days prior to the start of construction if vegetation removal would occur during the nesting season (February 15 – September 15). Vegetation should be removed by the contractor within 2 weeks of the survey or another nesting survey will be required.

3. Dokken Engineering will conduct a preconstruction survey for roosting bats in palm trees along Linden Avenue. If palm trees are determined to be providing active roosting habitat, the project biologist will coordinate with the Contractor to minimize impacts to bats during tree removal activities.