SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF RIALTO AND ALTA PLANNING + DESIGN

1. PARTIES AND DATE.

This Second Amendment to the Professional Services Agreement ("Second Amendment") is made and entered into this *June 08, 2021,* by and between the City of Rialto ("City") and *Alta Planning + Design,* ("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 *August 14, 2018,* ("Agreement"), whereby Consultant agreed to provide professional services to the City related to Professional Services to develop the City of Rialto Bike Share Feasibility Study for a total amount of $105,097.

2.2 Amendment. On January 28, 2020 the City and Consultant entered into the First Amendment to include additional tasks for the project, to extend the term of the Agreement, and to increase the total amount of compensation for the Agreement for a total amount of $186,332.

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 the Second Amendment to the Agreement are more particularly described in "Exhibit A", attached to the Second Amendment 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 the Second Amendment to the Agreement is described on "Exhibit A", attached to the Second Amendment 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 to the Second Amendment and incorporated herein by this reference, which shall not exceed *$49,865.00 (Forty Nine Thousand, Eight Hundred and Sixty-Five Dollars and 00 Cents)*. The total compensation to the Agreement, as amended by the First Amendment and Second Amendment, shall not exceed *$236,197.00 (Two Hundred Thirty-Six Thousand, One Hundred Ninety -Seven Dollars and 00 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 to the Second Amendment 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, as amended by the First Amendment, 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 the First Amendment and 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 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

By: _____
Deborah Robertson
Mayor

Attest:

By: _____
Barbara McGee
City Clerk

Approved as to Form:

Burke, Williams & Sorensen, LLP

By: _____
Eric S. Vail
City Attorney

ALTA PLANNING + DESIGN

By: _____
Signature

_____
Printed Name

_____
Title

By: _____
Signature

_____
Printed Name

_____
Title

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

EXHIBIT A
SCOPE OF WORK, WORK SCHEDULE AND SCHEDULE OF COMPENSATION

SCOPE OF WORK

TASK 4.

The following modifications are made to Alta's Task 4 Scope of Work:

- Task 4.1: Procure Bike Share Equipment and Operator
  - The scope of this task is expanded to reflect the work that has been performed and is needed to complete this task. This includes lengthening the timeline of the task from 90 days to 18 months. The number of coordinating calls is increased from four (4) to up to thirty-six (36). The scope is also expanded to include the interviews with four (4) proposers and six (6) calls with references of the top-ranked firms who proposed to operate the bike share system.
- Tasks 4.2 and 4.3: Implement Outreach Plan and Bike Share Education
  - These tasks are removed from the scope of work. They will be performed by the firm selected to operate the bike share system.
- Task 4.4 Ongoing Monitoring and Support
  - No changes to the existing scope of work
- Task 4.5 Grant Writing and Support
  - No changes to the existing scope of work

These changes do not impact the overall cost of Task 4.

TASK 6.

- Task 6.1 Grant Implementation
  - Alta will work with the City of Rialto to implement the Clean Mobility Options (CMO) and MSRC grants, as they relate to the bike share program. This includes negotiations with the selected bike share operator and working with CMO staff to meet the requirements of the voucher program.

- Task 6.2 On-going Bike Share Monitoring and Support
  - This task begins after the completion of task 4.4. Alta will provide on-going monitoring and support to the City of Rialto for the bike share program for up to three (3) additional years. This task allows for approximately 30 hours of support per quarter to the City of Rialto (up to 326 hours total).

EXHIBIT A
SCOPE OF WORK, WORK SCHEDULE AND SCHEDULE OF COMPENSATION

COST PROPOSAL

TASK	Alta Planning + Design			Task Hours	Total Task Fee
	Principal-in-Charge Crowther	*Project Manager* Nachman	*Senior Bike Share Advisor* Sellinger		
2021 Hourly Rate	$183.00	$130.00	$142.00		
Task 6. Grant Implementation and Bike Share Monitoring	**22**	**228**	**114**	**364**	**$ 49,854**
6.1 Grant Implementation	6	20	12	38	$5,402
6.2 On-going Bike Share Monitoring and Support	16	208	102	326	$44,452
Project Total					**$49,854**