

THIRD AMENDMENT TO
PROFESSIONAL CONSULTANT SERVICES AGREEMENT

HDR ENGINEERING, INC.

Plan, Specification and Estimate Phase of the Third Street Grade Separation Project

THIS THIRD AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Third Amendment”) is made and entered into this _____ day of _____, _____, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and HDR ENGINEERING, INC., a Nebraska corporation authorized to do business in California (“Consultant”), with respect to the following:

RECITALS

WHEREAS, the City and Consultant entered into that certain Professional Consultant Services Agreement, dated March 30, 2021 (“Agreement”) for Third Street Grade Separation at BNSF Railroad (“Project”); and

WHEREAS, the City and Consultant entered into that certain First Amendment to Professional Consultant Services Agreement, dated December 21, 2022 (“First Amendment”) to amend the Scope of Services and extend the Term of the Agreement; and

WHEREAS, the City and Consultant entered into that certain Second Amendment to Professional Consultant Services Agreement, dated March 13, 2025 (“Second Amendment”) to extend the Term of the Agreement, amend the Scope of Services, and add additional Compensation; and

WHEREAS, the Agreement is set to expire on December 31, 2026; and

WHEREAS, the City and Consultant desire to extend the term of the Agreement by four (4) years, to December 31, 2030; and

WHEREAS, the City and Consultant desire to amend the Scope of Work to include additional services; and

WHEREAS, the City and Consultant desire to increase the compensation in the amount of Four Hundred Seventy-Three Thousand Six Hundred Twenty-Five Dollars (\$473,625.00), for a total contract amount of Three Million Two Hundred Eighty-Two Thousand Two Hundred Sixty-Seven Dollars and Fifty-Six Cents (\$3,282,267.56).

NOW, THEREFORE, incorporating the recitals set out above, the parties hereto mutually agree to the following amendment to the Agreement:

1. Section 1, “Scope of Services,” is hereby amended by adding the additional services identified in Exhibit “A-3,” attached hereto and incorporated herein by this reference.

2. Section 2, "Term," is hereby amended to extend the term of the Agreement by four (4) years, to December 31, 2030.

3. Section 3, "Compensation/Payment," is hereby amended to increase the compensation in the amount of Four Hundred Seventy-Three Thousand Six Hundred Twenty-Five Dollars (\$473,625.00), for a total contract amount of Three Million Two Hundred Eighty-Two Thousand Two Hundred Sixty-Seven Dollars and Fifty-Six Cents (\$3,282,267.56), as described in Exhibit "B-3," attached hereto and incorporated herein by reference.

4. All other terms and conditions of the Agreement between the parties, which are not inconsistent with the terms of this Third Amendment, shall remain in full force and effect as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to Professional Consultant Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

HDR ENGINEERING, INC., a
Nebraska corporation authorized to do
business in California

By: _____
Interim City Manager

By: Thomas Kim
Print Name: Thomas Kim
Title: Senior Vice President
(Signature of Board Chair, President, or
Vice President)

Attest: _____
City Clerk

and

Certified as to Availability of Funds:

By: Elizabeth C. Hoffman
Print Name: Elizabeth C. Hoffman
Title: Assistant Secretary
(Signature of Secretary, Assistant Secretary,
CFO, Treasurer, or Assistant Treasurer)

By: Julie Nemes
Chief Financial Officer

APPROVED AS TO FORM:

By: Tarren Alicia Torres
Senior Deputy City Attorney

EXHIBIT “A-3”

SCOPE OF SERVICES



June 30, 2026

Sweta Patel, PE, QSP/SD
Principal Engineer
City of Riverside
Public Works Department, Engineering Division
3900 Main St.
Riverside, CA 22522

Subject: Amendment Request to Provide Design Services During Construction and Project Close-Out Professional Services for the Third Street Grade Separation Project

Ms. Patel,

As requested by the City of Riverside (City), HDR Engineering Inc. (HDR) is excited to provide professional design services during construction (DSDC) services for the Third Street Grade Separation project (Project).

SCOPE OF SERVICES

TASK 1 – Project Management and Administration

HDR and our subconsultant partners (HDR) will support the City through construction. Our team when requested will attend project meetings, conduct field investigation and conflict resolution meetings, and provide change order support to the City within our allocated budget. This task also includes project management and project administration services.

TASK 2 – Submittal Reviews, Responding to RFI's, Exhibit Preparation and Plan Revisions

HDR will support the City when requested to review shop drawings, respond to contractor generated Requests for Information (RFI's), review temporary shoring plan submittal, review Material/Test results and other submittals, preparation of exhibits and any immediate plan revisions requested by the City within our budget necessary to further aid the contractor's construction activities.

HDR's fee to provide these services is \$473,625. HDR will inform the City when we reach 80% of our budget. We appreciate the opportunity to continue supporting the City on this important project. Please see the attached proposal for the fee breakdown.

If you have any questions, please call Scott Bacsikin (714) 345-4609

Respectfully,
HDR Engineering, Inc.



Thomas T. Kim, P.E.
Principal-in-Charge
Senior Vice President



R. Scott Bacsikin, P.E.
Project Manager
Vice President

EXHIBIT “B-3”
COMPENSATION

City of Riverside 3rd St Grade Separation Project (10334820)															
Amendment for Design Services During Construction (Rev. No. 1)															
														Rev. No. 2 6/30/2026	
	HDR Engineering											Subconsultants		Team	
Task Description	Project Manager	Civil Design Manager	Track Engineer	Structures Engineer	Bridge Engineer	Traffic Engineer (MOT & S&S)	Landscape & Irrigation	Project Controls	Production Specialist/Project Administrator	TOTAL HOURS HDR	TOTAL FEE HDR	TOTAL FEE WEBB	TOTAL FEE PROJECTLINE	TOTAL PROJECT FEE	
Burdened Hourly Rates															
	S. Bacskin	J. Brown	E. Aranda	W. Perry	A. Hafner	R. Itadkar	J. Brown	L. Lorentzen	V. Wilkerson						
	\$466.35	\$240.38	\$305.91	\$256.38	\$232.00	\$306.53	\$240.38	\$287.26	\$163.02						
TASK 1 - Project Management and Administration															
Project Management & Administration	40								14	54	\$20,936	\$5,000		\$25,936	
Meetings	40	40	8	0	0	8	8			104	\$35,091		\$5,000	\$40,091	
Field Investigations & Resolution Meetings	8	40	20	20	20	12	8			128	\$34,833	\$0		\$34,833	
Change Order Support	24	40	20	20	20	0	8	10	12	154	\$43,445	\$5,000	\$8,000	\$56,445	
										0	\$0			\$0	
SUBTOTAL	112	120	48	40	40	20	24	10	26	440	\$134,306	\$10,000	\$13,000	\$157,306	
Task 2 - Submittal Reviews, RFI's, Exhibits and Plan Revisions															
Shop Drawings	8	40		72	60	24	24			228	\$58,851	\$25,000	\$20,000	\$103,851	
Requests for Information (RFI's)	0	80		120	120					320	\$77,837	\$15,000	\$10,000	\$102,837	
Temporary Shoring Submittals				48	48					96	\$23,443			\$23,443	
Material/Test Results/Misc. Submittal Reviews		40		80	80					200	\$48,686			\$48,686	
Design Plan Revisions	4	40								44	\$11,480			\$11,480	
Exhibits	4	40								104	\$23,622			\$23,622	
										0					
										0					
SUBTOTAL	16	240	0	320	308	24	24	0	0	992	243,919	\$40,000	\$30,000	\$313,919	
Other Direct Costs															
Mileage											\$1,200.00	\$1,000.00		\$2,200	
Parking											\$200.00			\$200	
														\$0	
SUBTOTAL										1,432	\$1,400	\$1,000	-	\$2,400	
Total Tasks 1 and 2											Total Fee \$	379,625 \$	\$1,000 \$	43,000 \$	473,625 \$

Signature: 
 Thomas T. Kim, Sr. Vice President (Aug 3, 2026 14:38:04 PDT)
 Email: tom.kim@hdrinc.com

Signature: 
 Email: Liz.Hoffmann@hdrinc.com

Signature: 
 Email: torres@riversideca.gov

Signature: 
 Email: jnemes@riversideca.gov

Signature: 
 Email: city_clerk@riversideca.gov

Signature: 
 Email: EArseo@riversideca.gov