

SECOND AMENDMENT TO
PROFESSIONAL CONSULTANT SERVICES AGREEMENT

HDR ENGINEERING, INC.

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

THIS SECOND AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Second Amendment") is made and entered into this _____ day of _____, 2025, 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 desire to amend the Scope of Services by adding additional services; and

WHEREAS, the City and Consultant desire to extend the term of the Agreement by one (1) year to December 31, 2026; and

WHEREAS, the City and Consultant desire to increase the compensation in the amount of Two Hundred Sixteen Thousand Six Hundred Ninety-Eight Dollars and Seventy-Five Cents (\$216,698.75), for a total contract amount of Two Million Eight Hundred Eight Thousand Six Hundred Forty-Two Dollars and Fifty-Six Cents (\$2,808,642.56).

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 as described in Exhibit "A-2," attached hereto and incorporated herein.

2. Section 2, Term, is hereby amended to extend the term of the Agreement by one (1) year to December 31, 2026.

3. Section 3, Compensation/Payment, is hereby amended to increase the compensation in the amount of Two Hundred Sixteen Thousand Six Hundred Ninety-Eight Dollars and Seventy-Five Cents (\$216,698.75), for a total contract amount of Two Million Eight Hundred Eight Thousand Six Hundred Forty-Two Dollars and Fifty-Six Cents (\$2,808,642.56), as described in Exhibit "B-2," attached hereto and incorporated herein.

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

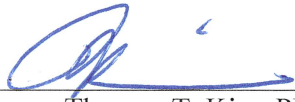
[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Second 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:  _____
Print Name: Thomas T. Kim, PE
Title: Sr. Vice President

Attest: _____
City Clerk

and

Certified as to Availability of Funds:

By: _____
Print Name: _____
Title: _____

By:  _____
Asst Chief Financial Officer

APPROVED AS TO FORM:

By:  _____
Assistant City Attorney

EXHIBIT "A-2"

SCOPE OF SERVICES

Scope of Services Amendment

Project Objective

HDR Engineering, Inc. ("CONSULTANT") will provide engineering services ("SERVICES") to the City of Riverside, California ("CITY"), encompassing a Scope of Work to complete the plans, specifications and estimates for the Third Street Grade Separation Project.

Additional Scope of Work

The following additional scope of work tasks has been prepared by CONSULTANT for the CITY for the Third Street Grade Separation Project final design. The work to be performed includes the following tasks.

Task 5.7.2 – Drainage Plans (78" MDP Line D)

Scope

CONSULTANT prepared sewer relocation plans for two locations along the MDP alignment at the request of the CITY. These sewer line relocations were in Fourth Street approximately 100 feet east of the intersection Comer Avenue and Fourth Street and from the intersection of Franklin Avenue and Fourth Street extending approximately 150 feet westerly. The scope included preparing improvement plans, preparing specifications and coordination with CITY Public Works staff.

This work was originally planned to be performed by the CITY per Task 8 of the original contract and as stated in the key understandings section.

Schedule

- Sewer plans were developed as part of the MDP Line D schedule.

Task Deliverables

- Draft Sewer Improvement plans and specifications for review by City
- Final Sewer improvement plans and specifications

Task 5.11 Pump Station Plans

Scope

Subconsultant WEBB & Associates were directed to prepare plans and specifications to add ladders and platform for added ease of maintenance personnel access into the wet well and a wet well suction pipe. Scope includes:

Additional Meetings and Coordination

- Meetings with CONSULTANT and CITY to discuss wet well access and placement depth for requested platform.
- Coordination with CONSULTANT and CITY to further develop the wet well concept.

Conceptual Design

- Preparation of concept level of ladder, platform, suction pipe and fall protection layout.
- Submit conceptual layout package to CITY for review and approval.

Final Design

- Preparation of structural design, details, plans, and specifications.
- Incorporate ladder, platform, suction pipe and lift assist as requested by City staff for inclusion into the final design package.

Schedule

- Improvements will be added as part of the 100% plan submittal milestone.

Task Deliverables

- Conceptual plans for review and approval by CITY.
- Final Plans, Specifications and Estimate

Task 5.17 Utility Certification Processing

Scope

HDR will submit project plans to the affected utility companies with identified and marked conflicts. These utility schematics will be used for the utility relocation design coordination. HDR will also work with the City of Riverside (CITY) to coordinate the relocation of utility facilities under franchise agreements or other rights. In addition, HDR will review the utility owners' documents and pertinent laws regarding utility rights to comply with FHWA, the Caltrans Right of Way Manual, Chapter 13, and the Caltrans Local Assistance Procedures Manual (LAPM), Chapter 14, to determine the liability of an affected utility. HDR will then make arrangements with the affected utility entities that have prior rights, to confirm their claims and to relocate their facilities, as necessary. HDR will also obtain, prepare, and deliver all documents, amendments, and reports, as necessary, to define proper relocation procedures, including, but not limited to, the following items:

- Claim letters with a copy of design plans.
- Reports of Investigation to determine liability for the cost of relocations.
- Notices to Owners.
- Obtain relocation plans and cost estimates from each utility company requiring relocation.
- Obtain City approval of relocation plans from the design engineer for each of the nine (9) impacted utility companies.
- Utility Agreements prepared by HDR for inclusion in the project specification or notice to bidders, if required (payment pro-rata, who performs the work, agency contact information, scheduling, replacement rights, etc.)
- Permits and replacement rights prior to utility relocations.
- City inspections reports and confirmation of relocated utilities.

HDR will maintain a utility file for each of the nine (9) utility facilities that may be impacted. The utility file will contain the following documents and other documents as requested by CITY and/or Caltrans:

- Signed copies of all documents and agreements, including amendments.
- Signed copies of final relocation plans and approvals.
- Signed copies of all invoices and payments, including the final reconciliation and accounting.
- Proof that all credits from utility owners have been received (depreciation, betterment, etc.).
- Diary notes from the resident engineer, approving relocation of utilities.
- Signed copies of as-builts from utility companies after relocation is complete.
- Signed copies of permits and/or replacement rights from City.
- Signed copies of right of way map, showing location of replacement rights.
- Signed letters from appropriate governing authority accepting relocation conditions, if needed.

Procedures

- Utility Verification
- Identifying Conflict
- Requesting Conflict Resolution Plans
- Liability Determination
- Notifying Owners
- Right of Way Utility Clearance Memo
- Managing the Physical Relocation
- Managing Relocation Invoices
- Utility Records Keeping

- Utility Close Out

Task Deliverables (Provide Drafts of the Following for Caltrans Approval)

- FHWA Specific Authorizations/Approvals of Utility Agreement (LAPM Exhibit 14-C)
- Notices to Owners (LAPM Exhibit 14-D)
- Approved Relocation Plans
- Itemized Relocation Cost Estimates
- Reports of Investigation (LAPM Exhibit 14-E) Establishing Owners' Prior and Superior Rights
- Utility Agreements (LAPM Exhibit 14-F or 14-I)
- Owners' Liability Claim Letters
- Certification

Assumptions

- CITY will enforce its Franchise and Master Agreements with the affected utilities.
- As-Built Drawings will be accurate depicting final field conditions as observed by City Inspectors.
- No abandoned/unclaimed in place underground utilities exist.

Formalized Checking Process

HDR's formalized checking process begins when the documents are production ready. All project deliverables undergo a detailed quality control review prior to submittal to the client. HDR Real Estate Services' (HDR RES) Business Class Leader, will oversee the formalized checking process to ensure the procedures defined are implemented. This process is a checks-and-balance arrangement between the HDR RES Project Manager and the HDR RES Business Class Leader, so that two knowledgeable professionals will agree on the correctness and accuracy of all work.

Records Maintenance/ Production Control

To satisfy the requirements of the CITY and Caltrans, it is imperative to enforce flawless record-keeping standards. HDR is acutely aware of its responsibility to the CITY, requiring that specific tasks be performed in a timely manner. The HDR RES Document Controls staff member will be responsible for continued quality control (QC) of all project files and will provide the necessary documents for Certification. Agent files will be reviewed regularly to ensure that records are kept current and transmitted in accordance with the CITY's and Caltrans' requirements. The files will be always available for review by the CITY and by Caltrans.

Task

For this Task, HDR RES will be utilizing the following staff members:

DANNY MENDOZA	Utility Coordination Lead
RUBEN DURAN	Utility Coordinator Advisor
JILL CRAIG	Project Manager
ROSA LOPEZ	Agent
JANET VILLEGAS	Right of Way Technician
KIMBERLY AUER	Document Controls

HDR RES staff have direct knowledge and experience in Utility Relocation Coordination for Certification including familiarity with the Caltrans Right of Way Manual and the Caltrans Local Assistance Procedures Manual, and in working directly with Caltrans District 8 Right of Way Local Programs and FHWA Office of Real Estate Services staff.

Scope of Services

Project Objective

HDR Engineering, Inc. ("CONSULTANT") will provide environmental services ("SERVICES") to the City of Riverside, California ("CITY"), for the Scope of Work stated below for the Third Street Grade Separation Project.

Project Description

The Third Street Grade Separation Project includes the following key components:

1. Approximately 1,300 feet of new 4-lane roadway.
2. Approximately 1,700 feet of secondary street widening and improvements.
3. Approximately 8,500 feet of new main line BNSF tracks.
4. New concrete four track railroad bridge.
5. Full closure of the existing at-grade crossing for duration of construction
6. Pump station and water detention pond.
7. New storm drain piping at underpass.
8. New 60" to 78" MDP flood control storm drain system.
9. Approximately 1800 lf of retaining walls.
10. Modifications to multiple private properties.
11. Modifications to the existing Riverside Canal.
12. Modification to existing traffic signals.
13. Traffic signage and striping.
14. Temporary traffic detours during construction.
15. Landscaping and associated irrigation.
16. Utility relocation coordination.

Scope of Work

The following scope of work has been prepared by CONSULTANT for the CITY for the Third Street Grade Separation Project final design. The work to be performed includes the following tasks.

Task 1 - Initial Site Assessment (ISA) Update

The Initial Site Assessment (ISA) was prepared by Kleinfelder and revised on September 8, 2021. It identified 26 Affected Parcels and included recommendations for Preliminary Site Investigations (PSIs) for most of them. Since that time, the project design has changed such that there are currently 24 Affected Parcels and locations of affected parcels has changed and the PSI has been conducted, adding, and eliminating sampling locations as appropriate to adjust for the current project design.

1.1 Scope

HDR will prepare an Initial Site Assessment Update to refresh the findings of the 2021 ISA and adjust the project footprint to better represent environmental risks to the project.

The ISA Update would entail conducting a new environmental database search and site reconnaissance. Significant changes to site histories since the 2021 ISA may also require a review of updated agency records.

It is assumed that the historical aerial photographs, topographic maps, and Sanborn Fire Insurance maps evaluated previously have not changed, and their findings remain valid.

The ISA Update's recommendations for Preliminary Site Investigations will be aligned with the current project design and PSI scope completed to date.

The ISA Update will be prepared in general accordance with ASTM E1527-21 Standard and Caltrans ISA procedures.

1.2 Task Deliverables

- Initial Site Assessment Update Technical Memo (draft and final)

1.3 Assumptions

- The ISA Update will incorporate by reference the applicable findings of the 2021 ISA. The analysis of historical documents will not be repeated.
- The ISA Update Report will be provided in a tech memo format and will update the following components in conformance with the ASTM E1527-21 Standard:
 - Interviews with owners, operators, and occupants (as necessary)
 - Searches for recorded environmental cleanup liens.
 - Reviews of federal, tribal, state, and local government records
 - Visual inspection of the Subject Properties and adjoining properties
 - The declaration by the environmental professional responsible for the update
- The search for environmental liens is a User responsibility under the ASTM Standard and will be provided by the city.

Scope of Services Amendment

Project Objective

HDR Engineering, Inc. ("CONSULTANT") will provide engineering services ("SERVICES") to the City of Riverside, California ("CITY"), encompassing a Scope of Work to complete the plans, specifications and estimates for the Third Street Grade Separation Project.

Additional Scope of Work

The following additional scope of work tasks has been prepared by CONSULTANT for the CITY for the Third Street Grade Separation Project final design. The work to be performed includes the following task.

TASK 5.3.3: BRIDGE LIGHTING PLANS

HDR will develop 90%, and Final design plans, specifications, and Engineer's Estimate for the proposed bridge lighting. The scope involves preparing lighting for 3rd Street under the BNSF track bridge. The City (RPUE) will design the roadway lighting for 3rd Street from Vine Street to Park Avenue. The City lighting design will provide four electrical service connection points the bridge lighting. For lighting under the bridge, the lighting will consist of wall packs at the abutments for pedestrians and soffit lights for roadway lighting.

The bridge lighting plan will be included in the 3rd Street Grade Separation plan set and not a separate plan set package. Plans will be prepared per city's design guidelines, including applicable general and construction note, legends and details as appropriate. The following deliverables will be provided for the Submittal:

Deliverables:

- 1 Plan Sheet (1" =40')
- Cost Estimate
- Technical Specifications

EXHIBIT B-2
COMPENSATION

City of Riverside - 3rd Street Proposal

HDR	Hourly Rate	\$ 238.12	\$ 226.51	\$ 226.51	\$ 168.02			
Task	Description	Task Lead	Senior Traffic Designer	QA/QC Reviewer	CADD	TOTAL LABOR HOURS	TOTAL LABOR DOLLARS	TOTAL COST
Task	Final Design Plans, Spcifications & Estimate							
5.3.3	Prepare Bridge Lighting Plan	4	18	4	18	44	\$8,960.12	\$8,960.12
	TOTAL LABOR	4	18	4	18	44		
	TOTAL DOLLAR	\$ 952.50	\$ 4,077.16	\$ 906.04	\$ 3,024.42		\$ 8,960.12	\$8,960.12