

**FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF CORONA  
AND  
DUDEK  
(CONSTRUCTION MANAGEMENT & INSPECTION SERVICES – MANGULAR  
BLENDING FACILITY)**

**1. PARTIES AND DATE.**

This First Amendment to the Professional Services Agreement (“First Amendment”) is made and entered into this 5th day of January, 2022 by and between the City of Corona (“City”) and Dudek, a California corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this First Amendment.

**2. RECITALS.**

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated July 15, 2020 (“Agreement”), whereby Consultant agreed to provide construction management and inspection services for the Mangular Blending Facility Project.

2.2 Amendment. City and Consultant desire to amend the Agreement for the first time to (1) extend the Term of the Agreement through September 30, 2022 due to equipment procurement delays caused by COVID-19 shutdowns, site constraints related to working around existing essential facilities that must remain operational during construction and requiring linear construction activities and design modifications to provide variable frequency drive pump motors; (2) increase the Total Compensation by \$120,000 to \$783,217 to account for the Term extension; (3) replace Exhibit “B” (Schedule of Services) with Exhibit “B-1” (Schedule of Services); and (4) replace Exhibit “C” (Compensation) with Exhibit “C-1” (Compensation).

**3. TERMS.**

3.1 Term. Section 3.1.2 (Term) of the Agreement is hereby deleted in its entirety and replaced with the following:

"3.1.2 Term. The term of this Agreement shall be from **August 1, 2020 to September 30, 2022** (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”).”

3.2 Rates & Total Compensation. Section 3.3.1 (Rates & Total Compensation) and Exhibit “C” (Compensation) of the Agreement are hereby deleted in their entirety and replaced with the following:

“3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C-1” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed **Seven Hundred Eighty-three Thousand Two Hundred Seventeen Dollars (\$783,217.00)** (“Total Compensation”), without written approval of City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.3 Exhibit “B”. Exhibit “B” (Schedule of Services) of the Agreement is hereby deleted in its entirety and replaced with Exhibit “B-1” (Schedule of Services) attached hereto and incorporated herein by reference.

3.4 Continuing Effect of Agreement. Except as amended by this First Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

3.5 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 First Amendment.

3.6 Counterparts. This First 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.

**[SIGNATURES ON FOLLOWING PAGE]**

**CITY'S SIGNATURE PAGE FOR FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CORONA  
AND  
DUDEK  
(CONSTRUCTION MANAGEMENT & INSPECTION SERVICES – MANGULAR  
BLENDING FACILITY)**

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

**CITY OF CORONA**

By: \_\_\_\_\_  
Savat Khamphou, P.E., P.L.S.  
Public Works Director/City Engineer

Reviewed By:

\_\_\_\_\_  
Tom Moody  
General Manager

Reviewed By:

\_\_\_\_\_  
Vernon R. Weisman, P.E.  
District Engineer

Reviewed By:

\_\_\_\_\_  
Scott Briggs  
Purchasing Specialist V

Attest:

\_\_\_\_\_  
Sylvia Edwards, City Clerk  
City of Corona, California

**CONSULTANT'S SIGNATURE PAGE FOR FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CORONA  
AND  
DUDEK  
(CONSTRUCTION MANAGEMENT & INSPECTION SERVICES – MANGULAR  
BLENDING FACILITY)**

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

**DUDEK**  
a California corporation

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title (CEO, President, V.P.)

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title (Secretary, CFO, Treasurer)

**EXHIBIT "B-1"**  
**SCHEDULE OF SERVICES**

**[PROJECT SCHEDULE PROVIDED ON FOLLOWING PAGE]**

**EXHIBIT "C-1"**  
**COMPENSATION**

Total Compensation shall not exceed seven hundred eighty-three thousand two hundred seventeen dollars (\$783,217.00) without prior written authorization from City's Representative.

Team Member Name	Hourly Rate	Hours	13-Month Cost	Additional Cost	18-Month Cost Plus 1 Month Close-Out
<b>Project Principal</b> George Litzinger, P.E.	\$170	50	\$8,500	—	\$8,500
<b>Construction Manager</b> Marius Jaskula, P.E., CCM	\$150	2,500	\$375,000	\$80,000	\$455,000
<b>Electrical</b> Rockwell Construction Services	Budget		\$67,840	\$40,000	\$107,840
<b>Geotechnical/Materials Testing</b> NMG Geotechnical, Inc.	Budget		\$109,953	—	\$109,953
<b>Public Outreach</b> Alliance Outreach, LLC	Budget		\$49,924	—	\$49,924
Direct Costs	Est.		\$2,000	—	\$2,000
<b>Subtotal</b>			\$613,217	\$120,000	\$733,217
Mark-Up on Subconsultants & Contingency			\$50,000	—	\$50,000
<b>TOTAL</b>			<b>\$663,217</b>	<b>\$120,000</b>	<b>\$783,217</b>

## 2020 STANDARD SCHEDULE OF CHARGES

### ENGINEERING SERVICES

Project Director	\$290.00/hr
Principal Engineer III	\$270.00/hr
Principal Engineer II	\$260.00/hr
Principal Engineer I	\$250.00/hr
Program Manager	\$235.00/hr
Senior Project Manager	\$235.00/hr
Project Manager	\$230.00/hr
Senior Engineer III	\$225.00/hr
Senior Engineer II	\$215.00/hr
Senior Engineer I	\$205.00/hr
Project Engineer IV/Technician IV	\$195.00/hr
Project Engineer III/Technician III	\$185.00/hr
Project Engineer II/Technician II	\$170.00/hr
Project Engineer I/Technician I	\$155.00/hr
Senior Designer	\$175.00/hr
Designer	\$165.00/hr
Assistant Designer	\$160.00/hr
CADD Operator III	\$155.00/hr
CADD Operator II	\$145.00/hr
CADD Operator I	\$130.00/hr
CADD Drafter	\$120.00/hr
CADD Technician	\$110.00/hr
Project Coordinator	\$135.00/hr
Engineering Assistant	\$115.00/hr

### ENVIRONMENTAL SERVICES

Project Director	\$245.00/hr
Senior Specialist IV	\$230.00/hr
Senior Specialist III	\$220.00/hr
Senior Specialist II	\$200.00/hr
Senior Specialist I	\$190.00/hr
Specialist V	\$180.00/hr
Specialist IV	\$170.00/hr
Specialist III	\$160.00/hr
Specialist II	\$145.00/hr
Specialist I	\$130.00/hr
Analyst V	\$120.00/hr
Analyst IV	\$110.00/hr
Analyst III	\$100.00/hr
Analyst II	\$90.00/hr
Analyst I	\$80.00/hr
Technician IV	\$90.00/hr
Technician III	\$80.00/hr
Technician II	\$70.00/hr
Technician I	\$60.00/hr
Compliance Monitor	\$95.00/hr

### DATA MANAGEMENT SERVICES

GIS Programmer I	\$185.00/hr
GIS Specialist IV	\$160.00/hr
GIS Specialist III	\$150.00/hr
GIS Specialist II	\$140.00/hr
GIS Specialist I	\$130.00/hr
Data Analyst III	\$100.00/hr
Data Analyst II	\$90.00/hr
Data Analyst I	\$80.00/hr
UAS Pilot	\$100.00/hr

### CONSTRUCTION MANAGEMENT SERVICES

Principal/Manager	\$195.00/hr
Senior Construction Manager	\$180.00/hr
Senior Project Manager	\$165.00/hr
Construction Manager	\$155.00/hr
Project Manager	\$145.00/hr
Resident Engineer	\$145.00/hr
Construction Engineer	\$140.00/hr
On-site Owner's Representative	\$140.00/hr
Construction Inspector III	\$130.00/hr
Construction Inspector II	\$120.00/hr
Construction Inspector I	\$110.00/hr
Prevailing Wage Inspector	\$135.00/hr

### HYDROGEOLOGICAL SERVICES

Project Director	\$285.00/hr
Principal Hydrogeologist/Engineer II	\$265.00/hr
Principal Hydrogeologist/Engineer I	\$250.00/hr
Sr. Hydrogeologist IV/Engineer IV	\$235.00/hr
Sr. Hydrogeologist III/Engineer III	\$220.00/hr
Sr. Hydrogeologist II/Engineer II	\$205.00/hr
Sr. Hydrogeologist I/Engineer I	\$190.00/hr
Hydrogeologist VI/Engineer VI	\$175.00/hr
Hydrogeologist V/Engineer V	\$165.00/hr
Hydrogeologist IV/Engineer IV	\$155.00/hr
Hydrogeologist III/Engineer III	\$145.00/hr
Hydrogeologist II/Engineer II	\$135.00/hr
Hydrogeologist I/Engineer I	\$125.00/hr
Technician	\$100.00/hr

### DISTRICT MANAGEMENT & OPERATIONS

District General Manager	\$195.00/hr
District Engineer	\$185.00/hr
Operations Manager	\$160.00/hr
District Secretary/Accountant	\$120.00/hr
Collections System Manager	\$135.00/hr
Grade V Operator	\$125.00/hr
Grade IV Operator	\$110.00/hr
Grade III Operator	\$100.00/hr
Grade II Operator	\$75.00/hr
Grade I Operator	\$70.00/hr
Operator in Training	\$65.00/hr
Collection Maintenance Worker II	\$75.00/hr
Collection Maintenance Worker I	\$65.00/hr

### CREATIVE SERVICES

3D Graphic Artist	\$180.00/hr
Graphic Designer IV	\$160.00/hr
Graphic Designer III	\$145.00/hr
Graphic Designer II	\$130.00/hr
Graphic Designer I	\$115.00/hr

### PUBLICATIONS SERVICES

Technical Editor III	\$145.00/hr
Technical Editor II	\$130.00/hr
Technical Editor I	\$115.00/hr
Publications Specialist III	\$105.00/hr
Publications Specialist II	\$95.00/hr
Publications Specialist I	\$85.00/hr
Clerical Administration	\$90.00/hr

**Forensic Engineering** – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

**Emergency and Holidays** – Minimum charge of two hours will be billed at 1.75 times the normal rate.

**Material and Outside Services** – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

**Travel Expenses** – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.

**Invoices, Late Charges** – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

**Annual Increases** – Unless identified otherwise, these standard rates will increase 3% annually.

The rates listed above assume prevailing wage rates does not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.