AMENDMENT NO. 6
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF FONTANA
AND
HUITT-ZOLLARS, INCORPORATION
TRACKING NUMBER SQ-23-DE-07-90

1. Parties and Date.

This AMENDMENT No. 6 to the Professional Services Agreement for Professional Engineering Design Services is made and entered into as of this 13th day of December , 2022, by and between the City of Fontana, a municipal corporation organized under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 (hereinafter referred to as the "City") and Huitt-Zollars, Inc., with its principal place of business at 3990 Concours, Suite 330 Ontario, CA 91764 (hereinafter referred to as the "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Consultant. The City, under the Professional Services Agreement dated the 3rd of April, 2018 ("Agreement"), has retained the services of CONSULTANT to provide Professional Engineering Design Services.

2.2 Amendment Purpose. The City and Consultant desire to amend the aforesaid Agreement to include additional scope of services, extend the Term of the Agreement, and increase the not-to-exceed compensation amount.

2.3 Amendment Authority. This AMENDMENT No. 6 is authorized pursuant to Section 3.3.4 of the Agreement.

2.4 Prior Amendments. The Parties have heretofore entered into that Amendment No. 1 dated the 28th day of June, 2018, Amendment No. 2 dated the 7th day of January, 2019, Amendment No. 3 dated the 14th day of November, 2019, Amendment No. 4 dated the 12th day of July, 2021, and Amendment No. 5 dated the 5th day of April, 2022 for the purpose of additional Professional Engineering Design Services.

3. Terms.

3.1 Section 3.1.1 General Scope of Services of the Agreement is hereby amended in its entirety to read as follows:

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional design consulting services necessary for the Project ("Services"). The additional Services are more particularly described in Exhibit "A" attached hereto

and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 Section 3.1.2 Term of the Agreement is hereby amended in its entirety to read as follows:

3.1.2 Term. The term of this Agreement shall be from April 1, 2018 to July 7, 2024, 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 which shall be attached hereto and incorporated herein.

3.3 Section 3.3.1 Compensation of the Agreement is hereby amended in its entirety to read as follows:

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement, including the Amendments, at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. Amendment No. 6 is authorized in the amount of nineteen thousand nine hundred dollars and zero cents ($19,900.00). The total compensation shall not exceed eight hundred forty-three thousand fifty-two dollars and zero cents ($843,052.00) without written approval of City's Engineering Manager**.** Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.4 Continuing Effect of Agreement. Except as amended by this AMENDMENT No. 6, all other provisions of the aforementioned Professional Services Agreement remain in full force and effect. From and after the date of this AMENDMENT No. 6, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this AMENDMENT No. 6.

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 AMENDMENT No. 6.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO
AMENDMENT NO. 4
TO THE CITY OF FONTANA
PROFESSIONAL SERVICES AGREEMENT

CITY OF FONTANA

By: _____
Matthew C. Ballantyne
City Manager

Attest:

By: _____
City Clerk

By: _____
Phillip Burum
Deputy City Manager

Approved as to form:

_____
Best Best & Krieger LLP
City Attorney

By: _____
Gia Lam Kim
Public Works Director/City Engineer

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

_____
Jessica Brown
Management Services Department

HUITT-ZOLLARS

By: _____
Johnny Murad
Vice President

By: _____
David White
Vice President

_____
Purchasing Office

EXHIBIT "A"
- ATTACHED BEHIND THIS PAGE -

HUITT-ZOLLARS

HUITT-ZOLLARS, INC. ı 3990 Concours ı Suite 330 ı Ontario, CA 91764-7970 ı 909.941.7799 phone ı 909.941.7789 fax ı huitt-zollars.com

November 1, 2022

Ms. Jazmin Pena
City of Fontana
Department of Engineering
City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
(909) 350-6648
jpena@fontana.org

Reference: Cypress Avenue Storm Drain – Phase 1 – Amendment 06
Cypress Avenue and Foothill Avenue, Fontana, CA
Addendum for Professional Engineering Consulting Services
Huitt-Zollars Project No. R308745.03

Dear Ms. Pena:

Following up on your recent email to us regarding your plan check comments for the Phase I Cypress Storm Drain project. It is our understanding that you would like revisions be made to the plans that are beyond the original scope of the project. Our understanding is that the City would like us to revise the limits of the Storm drain and roadway improvements to include improvements within the intersection of Foothill Blvd at Sierra Avenue.

This letter will confirm our agreement to modify the scope of Huitt-Zollars' services as detailed in the original Owner/Consultant Agreement, dated April 3, 2018 between the City of Fontana and Huitt-Zollars for the Cypress Avenue Storm Drain Project, in the City of Fontana, California and subsequent Amendments 1-5.

Specifically, we understand that we will provide the following:

I. SCOPE OF SERVICES:

1.0 Final Engineering Services:

1.1 Storm Drain Improvement Plans: Revise the previously prepared storm drain improvement plans to include the extension of the storm drain into the intersection of Foothill at Sierra and connection to a manhole in the middle of the intersection and to coordinate plans with the signal design (by others) at Arrow and Cypress. Additional revisions are excluded.

1.2 Street Improvement Plans: Revise the previously prepared street improvement plans to include the intersection of Foothill at Sierra and to include additional pavement repairs along Foothill Avenue. Additional revisions are excluded.

1.3 Signing & Striping Plans: Revise the previously prepared signing & striping plans to include the intersection of Foothill at Sierra and additional striping along Foothill Avenue. Additional revisions are excluded.

1.4 Engineering Estimates of Probable Cost: Update the Engineering Estimates of Probable Cost.

2.0 Meetings and Project Administration:

2.1 Meetings & Project Administration: We have exhausted our original meetings and project administration budget due to the duration of the project. We are requesting additional budget to get us through the remainder of our plan preparation process. This item will continue to be billed on a time and materials basis per the standard hourly rates in Attachment A and includes attendance at meetings, phone calls, conference calls and continued coordination of plans as needed for review and approval. An estimated budget is included for budget purposes. If an additional budget is required then a separate scope and fee will be provided to the CLIENT for review and approval.

II. DELIVERABLES:

A digital PDF copy of the above listed plans, maps and reports will be provided to the CLIENT and team members for their use on the project. Hard copies of the plans, maps and reports will be provided at the CLIENTS request and charged as a reimbursable item.

III. COMPENSATION:

The services to be provided for this Project include two types of work. The first is work which has a clearly defined scope and for which a Lump Sum (LS) fee can be developed and agreed upon and billed monthly on a percentage complete basis.

The second is work elements such as Client and agency meetings, project administration, construction administration, attendance at public meetings, etc. Since the level of effort for these scope elements are not easily defined, the fee for these services has been established with an estimated budget and will be billed monthly on a Time and Materials (T&M) basis using the attached Hourly Rate Sheet (see Attachment A).

1.0	**Final Engineering Services:**	$9,700 (LS)
2.0	**Meetings and Project Administration:**	$10,200 (T&M)
	Total for All Above Services:	**$19,900 (LS + T&M)**

Total Estimated Budget

Our total estimated budget for this change order is $19,900.

IV. CONTRACT SUMMARY:

The original Contract Sum was:	$ 298,945
Net change by previous authorized Change Orders:	$ 524,207
The Contract Sum prior to this Change Order:	$ 823,152
The Contract Sum will be increased by this Change Order not to exceed:	$ 19,900
The new Contract Sum including this Change Order will be:	$ 843,052

HUITT-ZOLLARS

V. EXCLUDED SERVICES:

Excluded Scope Items include, but are not limited to the following:

1. Agency Fees
2. Any other work tasks not specifically set forth in Section I - Scope of Services.

VI. CLIENT PROVIDED ITEMS:

Client shall provide Huitt-Zollars with the following:

1. Signed Contract
2. Agency fees (as applicable)
3. Approved signal plans for Arrow and Cypress.
4. Written Notice to Proceed

VII. SCHEDULE:

Following receipt of your notice to proceed and a signed contract amendment we anticipate requiring approximately 3-4 working weeks to complete the plan revisions per plan check comments that we have received to date.

Meetings and Project administration services will be provided throughout the entirety of the project through completion and close out.

VIII. AUTHORIZATION:

Our services will be provided subject to the Terms and Conditions as stated in our original contract dated April 3, 2018.

By signing the enclosed copy of this letter and returning it to our office, you acknowledge your acceptance of this change order, which constitutes a contract for professional services.

Sincerely,

Miguel Hernandez, P.E., P.L.S., QSP
Principal-In-Charge

AGREED & ACCEPTED: CITY OF FONTANA, CA

BY: _____ DATE: _____

Attachments:

- Attachment A: Hourly Rate Schedule

Attachment A

Hourly Rate Schedule

HUITT-ZOLLARS

Southern California

2022
HOURLY RATE SHEET

Engineering/Architecture

Principal	$ 280.00
Sr. Project Manager	$ 250.00
Design Principal	$ 220.00
QA Manager	$ 220.00
Project Manager	$ 215.00
Sr. Civil Engineer	$ 215.00
Sr. Structural Engineer	$ 205.00
Sr. Mechanical Engineer	$ 185.00
Sr. Electrical Engineer	$ 190.00
Civil Engineer	$ 160.00
Structural Engineer	$ 170.00
Mechanical Engineer	$ 170.00
Electrical Engineer	$ 170.00
Plumbing Engineer	$ 170.00
EIT	$ 145.00
Sr. Architect	$ 215.00
Architect	$ 200.00
Architect Intern 3	$ 165.00
Architect Intern 2	$ 135.00
Architect Intern 1	$ 120.00
Sr. Designer	$ 185.00
Designer	$ 160.00
Sr. CADD Technician	$ 145.00
CADD Technician	$ 115.00

Interior Design

Sr. Interior Designer	$ 170.00
Interior Designer	$ 120.00

Survey

Survey Manager	$ 220.00
Sr. Project Surveyor	$ 185.00
Project Surveyor	$ 155.00
Survey Technician	$ 125.00

Survey Crews

1-Person Survey Crew	$ 165.00
2-Person Survey Crew	$ 250.00
3-Person Survey Crew	$ 315.00

Construction

Construction Manager	$ 180.00
Resident Engineer	$ 165.00
Inspector/Owner's Representative	$ 130.00
Sr. Project Representative	$ 125.00
Resident Project Representative	$ 100.00

Administrative

Sr. Project Support	$ 110.00
Project Support	$ 85.00

Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	IRS Standard Business Mileage Rate

Hourly rates are subject to annual adjustment