

**Project Name/No.: Restated-Pine Avenue Extension
HPLUL-5188 (018)**

Contract No.: 2015-232 (A10)

Project Manager: PW – M. Hindersinn

Approved: _____

AMENDMENT NO. 10

TO AGREEMENT FOR SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR SERVICES (“Amendment”) by and between the CITY OF CHINO, a California municipal corporation (“City”) and **HUITT-ZOLLARS, INC.**, a Texas Corporation (“Consultant”) is effective as of the 1st day of July, 2024.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated March 15, 2011 (“Agreement”) whereby Consultant agreed to provide Preliminary Engineering & Design Services for the Pine Avenue Extension Project.

B. The original agreement was extended according to the provisions of the City’s Municipal Code for the maximum of two-years terminating on December 31, 2014; and

C. Since the services had not been completed, the Parties entered into a restated professional services agreement No. 2015-232 on January 1, 2015 (the “restated agreement”), whereby Consultant agreed to provide the same Preliminary Engineering & Design Services outlined under the original contract; and

D. The restated agreement was extended according to the provisions of the City’s Municipal Code for the maximum of two-years terminating on December 31, 2017; and

E. Due to extenuating circumstances over which the parties had no control, Consultant has been prevented from completing its services under the original agreement; and

F Only a small portion of the sum designated in the original agreement has been paid to Design Professional under the terms of the original agreement, leaving a balance of \$2,108,084.11; and

G. The parties wish to complete the project that was the subject of the original agreement, and certain provisions of the City’s Municipal Code have been amended to allow professional services agreements to be extended for more than two-years; and

H. The term provided for in Section 2 of the restated agreement was amended to include three (3) additional one (1)-year extensions. The Agreement may be extended annually by mutual agreement of the City, by written approval of its City Manager, and the Consultant, but in no event will it extend beyond December 31, 2020.

I. City and Consultant executed an Amendment to the Agreement on January 1st, 2019, to extend the term of the Agreement.

J. City and Consultant executed an Amendment on July 16th, 2019, to increase compensation and modify the scope of services.

K. City and Consultant executed an Amendment on December 1st, 2020, to extend the term.

L. City and Consultant executed an Amendment on March 2nd, 2021, to increase compensation and modify the scope of services to include additional design elements.

M. City and Consultant executed an Amendment on July 20th, 2021, to increase compensation and modify the scope of services to include performance of additional design engineering services, and extend the term.

N. City and Consultant executed a Seventh Amendment on December 12th, 2022, to extend the term of the Agreement.

O. City and Consultant executed an Eighth Amendment on July 1st, 2023, to extend the term of the Agreement.

P. City and Consultant executed a Ninth Amendment on April 16th, 2024, to increase compensation and modify the scope of services to include performance of additional design engineering services.

Q. City and Consultant now desire to amend the Agreement to increase compensation, modify the scope of services, and extend the term of the agreement for an additional Fiscal Year.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.
 - (a) Section 3, Compensation, is hereby revised to increase the Contract Sum by **One Hundred Eleven Thousand One Hundred Ninety Dollars and Zero Cents (\$111,190.00)** for performance of additional Design Engineering Services and shall read in its entirety as follows:

“Subject to any limitations set forth in this Agreement. City hereby agrees to pay Design Professional and Design Professional agrees to accept payment, according to the formula or rates set for in Exhibit 2 of the “Agreement”, and the “Additional Scope of Services and Compensation Schedule” attached as Exhibit “7” of the “Agreement”. The total compensation, including reimbursement for actual expenses, shall not exceed the sum of **Five Million Four Hundred and Three Thousand Seven Hundred and Four Dollars and Eleven Cents (\$5,403,704.11) (the “Contract Sum”)**, unless additional compensation is approved pursuant to Section 22.
 - (b) The scope of services provided in Exhibit “A-1” to “A-6” of the Agreement is amended to include services as specified in “Exhibit A-7”, attached hereto.

- (c) Section 2, Effective Date and Term, is hereby revised to read in its entirety as follows:

“This agreement is effective as of January 1, 2005. Further, Design Professional shall perform all the services described herein by June 30, 2025. If extended, Design Professional shall be bound by the terms and condition of this agreement. Consultant shall complete the services within the Term of this Agreement and shall meet any other established schedules and deadlines.”

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

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **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.

5. **Authority.** The persons executing this 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 Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CHINO, a municipal corporation

Linda Reich, City Manager

ATTEST:

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

APPROVED AS TO CONTENT:

Hye Jin Lee, PE, Director of Public Works

Fred Galante, City Attorney

CONSULTANT:
HUITT-ZOLLARS, INC.:

By: _____

Name: Johnny Murad
Title: Vice President

By: _____

Name: Miguel Angel Hernandez
Title: Vice President

Address: 5430 Lyndon B Johnson Freeway
Suite 1500
Dallas, TX 75240

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups:
1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

May 3, 2024

Mrs. Michele Hindersinn
Public Works Project Manager
City of Chino
13220 Central Avenue
Chino, CA 91710

Reference: Addendum – Pine Avenue Extension Project
Chino, California
Huitt-Zollars Project No. R101413.01.08

Mrs. Hindersinn:

Following up on project meetings and conversations regarding the Pine Avenue Extension Project request for additional services. This proposal describes our proposed additional services to those already detailed in our Owner/Consultant Agreement, dated March 15, 2011, between the City of Chino and Huitt-Zollars for the Design and Engineering Services for the Pine Avenue Extension Project.

Update Traffic Report – as directed, the scope of work is to provide a full update to the traffic report inclusive of new traffic counts at 28 intersections. The work will prioritize intersections in the previous report for the update while the additional intersection will be summarized in a memorandum for the City of Chino Hills.

Nesting Bird Support and Biological Monitoring During Field Services – ICF biologist will provide nesting bird survey and biological monitoring to support the fieldwork proposed for a 30-acre portion of the Smith Property, owned by Southwest Resource Management Association (SRMA).

Project Administration – as necessary for the additional scope of services.

The fee stated below is in addition to our current budget. Specifically, Huitt-Zollars understand that we will provide the following:

I. SCOPE OF SERVICES:

1.0 Traffic Report Update and Memorandum

LOS-1: Level of Service (LOS) based traffic study: Based on feedback from City staff, the following study area intersections will be evaluated for the purposes of the updated Traffic Study which is an expansion from the prior study:

Chino Hills Pkwy. & Carbon Canyon Rd.
Central Av. & El Prado Rd.
Soquel Canyon Rd. & SR-71 NB Ramps

Central Av. & Chino Hills Pkwy.
Central Av./Soquel Canyon Rd. & Fairfld Rnch Rd.
Soquel Canyon Rd. & SR-71 SB Ramps

Squl Cnyn Rd. & Bristol Ln.-Pmona Rncon Rd
 Butterfield Ranch Rd. & Picasso Dr.
 Pine Av. & Butterfield Ranch Rd.
 Pine Av. & SR-71 SB Ramps
 Pine Av & Frfld Rnch Rd-Pmna Rncn Rd (Fut)
 Pine Av. & Euclid Av. (SR-83)
 El Prado Rd. & Mountain Av.
 Butterfield Ranch Rd. & Avenida de Portugal
 Butterfield Ranch Rd. & Brookwood Ln.
 Butterfield Ranch Rd. & SR-71 SB On-Ramp
 Euclid Av. (SR-83) & Pomona Rincon Rd.
 Fern and Pine Avenue

Soquel Canyon Rd. & Butterfield Ranch Rd.
 Butterfield Ranch Rd. & Sagebrush St.
 Pine Av. & Mesa Oaks Av.
 Pine Av. & SR-71 NB Ramps
 Pine Av. & El Prado Rd.
 El Prado Rd. & Kimball Av.
 Kimball Av. & Euclid Av. (SR-83)
 Butterfield Ranch Rd. & Mystic Canyon Dr.-
 Sunny Meadow Ln.
 Butterfield Ranch Rd. & SR-71 NB Ramps
 Pine Av. & SR-71 NB Ramps
 Bttrfld Rnch Rd & Shdy Vw Dr-SR71 SB Off-Ramp

Identify known cumulative development projects and ambient growth patterns. Prepare a draft of the traffic study scoping assumptions and submit it to the jurisdiction for review and approval. Interface with jurisdiction staff to finalize the traffic study scoping agreement.

LOS-1.2 Conduct new weekday morning (**6am-9am**) and weekday evening (**4pm-7pm**) peak hour turning movement count data at up to 12 intersections and 24-hour tube counts on up to 3 roadway segments. Field inventory of intersection traffic control measures, approach lanes at intersections, and through travel lanes along segments.

***NOTE:** traffic counts need to be conducted prior to **May 23, 2024**, while local schools are in session and operating on normal bell schedules. Alternatively, must wait until schools return for the 2024-2025 school year on **August 4, 2025**.

LOS-1.3 Prepare future long-range traffic forecasts for Without Project conditions based the San Bernardino County Transportation and Analysis Model (SBTAM). Review the initial estimates of the raw peak hour turning movement volumes for reasonableness, including the review of traffic flow conservation and peak-to-daily volume ratios. Adjust the initial raw model estimates to achieve flow conservation, reasonable growth, and plausible diversion between parallel routes through post-processing. Calculate Horizon Year future ADT and peak hour turning movement volumes for up to 27 study area intersections. Intersections in original report will be prioritize and kept the same. Additional intersections will be issued in a memorandum for the City of Chino Hills.

LOS-1.4 It is estimated that up to 50 individual cumulative development projects may need to be included in this traffic analysis. The cumulative project list will be comprised of projects from the City of Chino, City of Ontario, City of Chino Hills, and City of Eastvale. This scope of work assumes that up to 50 cumulative projects will need to be modeled as part of the future year cumulative traffic forecasting process. Calculate cumulative near-term future ADT and peak hour turning movement volumes for up to 27 study area intersections.

LOS-1.5 Assess intersection capacity and level of service (LOS), for up to 27 study area intersections for each of the following traffic conditions, based on the latest HCM methodology (**7th Edition**):

- Existing
- Opening Year (2026) Without Project
- Opening Year (2026) With Project
- Horizon Year (2046) Without Project
- Horizon Year (2046) With Project

LOS-1.6 Assess roadway segment capacity and LOS, for up to 26 study area roadway segments for each of the traffic conditions listed in Task LOS-1.5.

LOS-1.7 Assess freeway off-ramp peak hour queues for each of the traffic conditions listed in Task LOS-1.5 at all study area off-ramps. The queuing analysis will be used to ensure vehicles are not spilling back onto the SR-71 Freeway mainline.

LOS-1.8 Assess basic freeway segment and merge/diverge junctions and LOS for each of the traffic conditions listed in Task LOS-1.5 at the SR-71 Freeway and Central Avenue, Pine Avenue, and Euclid Avenue (SR-83)/Butterfield Ranch Road interchanges.

LOS-1.9 Perform traffic signal warrant analyses, for unsignalized study area intersections, for each of the traffic scenarios described in Task LOS-1.5. Recommend improvements necessary to maintain acceptable intersection, roadway segment, and freeway facility performance for each of the future traffic scenarios described in Task LOS-1.5.

LOS-1.10 Obtain accident history for the last 15 years from Statewide Integrated Traffic Records System (SWITRS) at the Pine Avenue northbound and southbound ramps.

LOS-1.11 Prepare a draft traffic report that incorporates the findings and all supporting calculations.

LOS-1.12 Revise the draft traffic study report based on comments provided by the Client and Lead agency for up to 1 review cycle.

LOS-2.1 Assist the CEQA preparer with preparation of response to comments on the draft CEQA document.

2.0 Smith Property Field Support: Nesting and Biological Monitoring

ICF biologists with experience conducting nesting surveys for Least Bell’s Vireo (LBV) and other nesting birds will conduct nesting bird surveys in support of the aquatic resource delineation, invasive species mapping, and CRAM surveys to be conducted for the site. Based on the work schedule, up to three (3) survey passes of the entire site will be required to complete the field work. During each survey the biologist(s) will map the location of all LBV territories using the ESRI Field Map Application and recent aerial imagery. The biologist will also determine a suitable work avoidance zone to be followed by fieldwork staff. Following each survey, the work avoidance zones will be digitally buffered so the fieldwork staff using the application will be able to see the work avoidance zones and avoid them in the field.

At the end of the final nesting bird survey effort a digital map will be prepared to document the location and number of active LBV territories on site.

Assumptions

- Each survey pass will require two (2) biologists one day. Six (6) twelve-hour field days of fieldwork are included.
- The nesting bird results will be valid for three days following each survey pass.
- Nesting bird locations and work avoidance zone data will be taken electronically via ESRI Field Maps Application. Data will be viewable by field teams on the application.

ICF biologists will conduct biological monitoring during the aquatic resource delineation, invasive species mapping, and CRAM fieldwork efforts.

Assumptions

- Up to four (4) 12-hour field days of biological monitoring for one staff are included, one for each field effort and one (1) contingency day.

3.0 Meetings & Project Administration: This item will be billed on a time and materials basis per the attached standard hourly rates and includes attendance at meetings, phone calls, conference calls and processing of plans through the governing agency 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:

1.0 Traffic Report Update and Memorandum

2.0 Draft digital map of location and number of active LBV territories

Draft and Final Memorandum providing a summary of nesting bird survey results and biological monitoring for the fieldwork, to include dates of all field work and a list of all wildlife observed during surveys onsite. Memorandum to include a Final 2024 LBV territory map for the 30-acre site.

All digital data files associated with the map will be provided.

3.0 As necessary/Extent of work performed

III. BUDGET:

The services to be provided for this Project include one type of work. It will be billed monthly on a Time and Materials (T&M) basis. The hourly rates are subject to an annual rate change; however, rates will not increase more than 10% in any one year without the written approval of the Client.

| | |
|--|----------------------------|
| 1.0 Traffic Report Update and Memorandum | \$ 74,300 (T&M) |
| 2.0 Smith Property Field Support: Nesting and Biological Monitoring | \$ 26,890 (T&M) |
| 3.0 Meetings & Project Administration | \$ 10,000 (T&M) |

Total for All Above Services: \$111,190

Reimbursable Expenses

Reimbursable expenses would be covered under the existing budget. Expenses shall be compensated based upon the attached Hourly Rate Sheet. If additional budget is required a separate scope and fee will be submitted to the CLIENT for review and approval.

IV. EXCLUDED SERVICES:

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

1. Third party fees, if any
2. Agency fees (to be paid for by CLIENT)
3. Caltrans (California department of Transportation) plan preparation or processing
4. Utility plan preparation and processing
5. Water plan preparation and processing
6. Sewer plan preparation and processing
7. Any other work tasks not specifically identified in the Scope of Services above

V. ASSUMPTIONS:

1. Access to the Study Area(s) will be provided by SRMA and property owner/s to be defined for all field work and/or site visits; we will provide information regarding areas that need to be accessed but actual coordination and obtaining access will be performed by the City.
2. One round of concurrent consolidated review and comment on the draft documents by the agencies is assumed for those deliverables that require submittal to agencies.
3. All submittals will be in electronic (pdf) format. No hard copies are assumed or included.
4. GIS and/or AutoCAD data will be provided by SRMA (e.g., parcel boundaries) for the Study Areas.
5. Coordination or implementation of any measures or commitments including the permits is not included.
6. We will not be responsible if sufficient mitigation cannot be identified or secured for the project.
7. Any and all fees associated with any project related activities, permits, approvals, etc. shall be paid directly by the City to the agency involved.
8. Any data, information, studies/reports, and/or analyses required for completion of the scope of work that is required outside of what is specifically stated in this scope of work shall be provided by the City.
9. Securing, purchase, and all other property acquisition related activities will be the responsibility of the City.

VI. AUTHORIZATION:

Our services will be provided subject to our Standard Terms and Conditions as stated in our original contract dated March 15, 2011. By signing the enclosed copy of this letter and returning it to our office, you acknowledge your acceptance of this change in scope of work under the current contract, which constitutes a contract for professional services.

Sincerely,

HUITT-ZOLLARS, INC.



Miguel Angel Hernandez, P.E., QSD/P
Vice President/Principal