

**Project Name/No.: Engineering and Design Services – State St.
Water Treatment Plant Project (WA212)**

Contract.: 2021-234 (A4)

Project Manager: PW/ N. Avila

Approved: 01.07.2025

**AMENDMENT NO. 4
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 **Hazen and Sawyer**, a California Corporation (“Consultant”) is effective as of the 7th day of January, 2025.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated March 2nd, 2021 (“Agreement”) whereby Consultant agreed to provide Engineering and Design Services for the State Street Water Treatment Plant Project (WA212) services.

B. City and Consultant entered into a First Amendment to the Agreement on July 1st, 2022, to extend the term of the Agreement.

C. City and Consultant entered into a Second Amendment to the Agreement on July 1st, 2023, to extend the term of the Agreement.

D. City and Consultant entered into a Third Amendment to the Agreement on July 1st, 2024 to increase compensation and extend the term of the Agreement.

E. City and Consultant now desire to amend the Agreement to increase compensation and to add to the scope of services.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.
 - (a) Section 2.1, Contract Sum, is hereby revised to increase the Contract Sum by **One Hundred Seventy Thousand, Four Hundred Five Dollars and Zero Cents (\$170,405.00)** for additional final design support, additional funding and permitting support to assist the City in obtaining approval to operate the new treatment facility, and developing a Water Quality Management Plan for The State Street Water Treatment Plant (WA212), and shall read in its entirety as follows:

“Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One Million, Nine Hundred Forty Thousand, One Hundred Ninety-Five Dollars and Zero Cents (\$1,940,195.00)** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.

- (b) The scope of services provided in Exhibit "A" of the Agreement is amended to include services as specified in Exhibit "A-3", attached hereto.
- (c) The Schedule of Compensation provided in Exhibit "C" of the Agreement is revised to incorporate an updated fee schedule described in Exhibit "C-3", attached hereto.

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:

Fred Galante, City Attorney

Hye Jin Lee, P.E., Director of Public Works

CONSULTANT:
HAZEN AND SAWYER

By: _____

Name: Cindy Miller
Title: Vice President

By: _____

Name: William Crayon
Title: Chief Financial Officer

Address: 7700 Irvine Center Drive Suite 200
Irvine, CA 92879

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.



December 13, 2024

Natalie Avila, EIT
Associate Engineer, City of Chino
13220 Central Ave.
Chino, CA 91710

Re: State Street Additional Tasks Proposal - Revision 1

Dear Ms. Avila:

Hazen and Sawyer (Hazen) is pleased to present this proposal for additional tasks to support the City of Chino (City) in delivery of the State Street Water Treatment Plant (WTP) design project. This proposal is for the following additional services:

- Additional final design support
- Additional funding and permitting support to assist the City in obtaining approval to operate the new treatment facility.
- Developing a Water Quality Management Plan

It is anticipated that this budget would be an amendment to our existing Contract with the City. The scope and budget requested in this proposal is in addition to the current approved budget in anticipation of the work required to successfully support the construction of this project.

Project Team

Our team will consist of the same individuals who worked on the design of the State Street WTP and are the most familiar with the project. Cindy Miller will be the Project Director and ensure the team has all necessary resources to successfully complete the project. Nathan Boyle will continue to be Hazen’s Project Manager and ensure the documentation for the overall design is managed and prepared accordingly. Tori Yokoyama will provide civil engineering review. Nathan Boyle will provide process mechanical review. Structural, Electrical, and Instrumentation & Controls engineering support will be provided by Wyatt Dressler, Danny Loza, and Alan Mlakar, respectively, who are all record engineers on the design. Nicole Blute will provide senior oversight for permitting and QA/QC.

Scope of Work

Task 18 – Additional Final Design Support

In this task, Hazen will incorporate City comments from the 100% Design submittal and prepare a final bid set package.

1008-577

18.1 This task is to cover additional meetings and coordination with the City incurred throughout the design phase as a result of the extended design schedule from the City putting the project on hold. The original final design was projected to be completed by June 2022. Additionally, the City has changed PMs five times since commencement of the project, including outside consultant PMs, resulting in extra work to coordinate, discuss prior decisions and move the project forward. These meetings allowed for Hazen to provide regular updates to the City and support through PM transitions. Bi-weekly meetings from June 2022 through June 2024.

18.2 The City provided comments after the 100% design set was submitted. Incorporating an additional round of comments was not included in the original scope. This task is to review and incorporate those comments into the design to produce a final bid set.

18.3 During design extra drawings were required from the original proposal for the chlorination system for the WFA service line. This task includes 4 additional drawings.

18.4 Develop design drawing and specification for an emergency generator at the State Street Site. The generator would be a portable type, installed on a slab and connect to the designs existing emergency generator electrical hook up. We have allowed for 1 drawing, specifications and a coordination meeting.

Task 19 – Permitting and Funding Support

The project timeline has extended significantly beyond the original anticipated bid time, resulting in additional meetings, coordination and management permitting efforts with IEUA after the permit was granted and additional meetings and exhibits to support obtaining funding from DFA.

19.1 This task is to cover additional time incurred for permitting. The submission to IEUA was granted acceptable and further changes for monitoring per IEUA direction are additional scope.

19.2 This task includes time to cover additional time expended to provide requested information to support funding and grants beyond the initial prepared information.

Task 20 – Develop Water Quality Management Plan

20.1 Hazen will prepare a draft water quality management plan (WQMP) for Construction based on available geotechnical and infiltration rate data previously performed in the project. The Report will meet the requirements of the San Bernadino County Technical Guidance Document (TGD) for Water Quality Management Plans including required forms, calculations and a site plan. We have assumed one coordination meeting.

20.2 Hazen will incorporate one round of comments from the City to prepare a final WQMP including drawings and specifications for the installation of all recommended best management practices (BMPs).

Schedule and Budget

Our fee to complete this work is not to exceed \$170,405. The fee includes preparation of design documents, specifications, and review.



Our team is available to start on this work when authorized. Please contact me if you have any questions regarding this additional tasks proposal.

Sincerely,

A handwritten signature in black ink that reads "Nathan Boyle". The signature is written in a cursive style.

Nathan Boyle, PE
Project Manager



Exhibit C-3

ATTACHMENT 1 - FEE TABLE

Hazen	Hazen and Sawyer															TMH	Labor	ODC	Total
	Principal in Charge	Project Manager	Technical Advisor & QA/QC	Process Mechanical Lead	Civil Lead	Structural Lead	Electrical Lead	I&C Lead	Architectural	Building Mechanical	Cost Estimating	WQMP	Assistant Engineers	Funding	CAD				
	330	275	330	310	310	310	250	250	250	250	260	230	190	250	170				
Task 18 - Final Design Support																			
18.1 Additional Meetings and Management	18	52			52											40	162	\$ 43,160	\$ 43,160
18.2 Comment Review and Integration	4	12		6	8	4	4	4	2	2			24		40	110	\$ 24,560	\$ 24,560	
18.3 Additional Drawings		8		24	4								32		40	108	\$ 23,760	\$ 23,760	
18.4 Generator Design		8	2				12						24		12	58	\$ 12,460	\$ 12,460	
TASK 18 TOTALS	22	80	0	30	64	4	4	4	2	2	0	0	56	0	132	380	\$ 103,940	\$ -	\$ 103,940
Task 19 - Permitting and Funding Support																			
19.1 Support with Additional Permitting	4	16	4		16								50			90	\$ 21,500	\$ -	\$ 21,500
19.2 Support with Additional Funding	1	5											18	20		44	\$ 10,125	\$ -	\$ 10,125
TASK 19 TOTALS	5	21	4	0	16	0	0	0	0	0	0	0	68	20	0	134	\$ 31,625	\$ -	\$ 31,625
Task 20 - Develop Water Quality Management Plan																			
20.1 Preparation of WQMP for Construction		4			12								50	60		126	\$ 27,720	\$ -	\$ 27,720
20.2 Comment Review and Integration					2								20	10		32	\$ 7,120	\$ -	\$ 7,120
TASK 20 TOTALS	0	4	0	0	14	0	0	0	0	0	0	0	70	70	0	158	\$ 34,840	\$ -	\$ 34,840
TASKS 18-20 TOTAL HOURS	27	105	4	30	94	4	4	4	2	2	0	70	194	20	132	672			
<i>Cost Subtotal</i>	\$ 8,910	\$ 28,875	\$ 1,320	\$ 9,300	\$ 29,140	\$ 1,240	\$ 1,000	\$ 1,000	\$ 500	\$ 500	\$ -	\$ 18,100	\$ 36,860	\$ 5,000	\$ 22,440				
GRAND TOTAL																			\$ 170,405