

Project Name/No.: Section 408 Permit Acquisition and
Other Related Svcs for Pine Stage 3

Contract No.: 2024-154 (A2)

Project Manager: PW/ J. Plasencia

Approved: _____

AMENDMENT NO. 2
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 **Ruth Villalobos & Associates, Inc.**, a California Corporation (“Consultant”) is effective as of the 21st day of January, 2025.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated November 7th, 2023 (“Agreement”) whereby Consultant agreed to provide Section 408 Permit Acquisition and Other Related Services for Pine Stage 3 Project.

B. City and Consultant executed Amendment No.1 on September 10, 2024 for a compensation increase of \$15,000 for cultural and biological field surveys.

C. City and Consultant now desire to amend the Agreement to increase time and material and increase compensation in the amount of \$45,000.

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 **Forty-Five Thousand Dollars and Zero Cents (\$45,000.00)** for additional time and materials needed to obtain all required permits 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 **Two Hundred Forty-Seven Thousand Seven Hundred Ninety-Seven Dollars and Zero Cents (\$247,797.00)** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.

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

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

Hye Jin Lee, PE, Director of Public Works

CONSULTANT:
RUTH VILLALOBOS & ASSOCIATES, INC.:

By: _____
Name: Ruth Villalobos
Title: President

By: _____
Name: Juan Villalobos
Title: Principal

Address: 3602 Inland Empire Blvd, Suite C310
Ontario, CA 91764

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.