

Project Name/No.: Engineering Design & Bid
Support Svcs for WA213
Project Manager: PW/ N. Avila

Contract No.: 2024-282

Approved: _____

AMENDMENT NO. 1
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 **Dudek**, a California Corporation (“Consultant”) is effective as of the **20th day of May, 2025**.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated **May 21, 2024** (“Agreement”) whereby Consultant agreed to provide engineering design and bid support services.

B. City and Consultant now desire to amend the Agreement to increase compensation, change the scope of services and extend the term of the Agreement.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.
 - (a) The Scope of Services provided in Exhibit “A-1” of the Agreement is amended to include Services as specified in Exhibit “A-2”, attached hereto.
 - (b) Section 2.1, Contract Sum, is hereby revised to increase the Contract Sum by **One Hundred Sixty-Two Thousand Four Hundred Seventy-Three Dollars and Zero Cents (\$162,473.00)** for additional design and bid support services for a new approximately 7 million gallon (MG) pre-stressed concrete reservoir at the City’s Benson Water Treatment Plant (WTP), 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-1” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Eight Hundred Fifty-Seven Thousand Three Hundred Twenty-Four Dollars and Zero Cents (\$857,324.00)** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.
 - (c) The Schedule of Compensation provided in Exhibit “C-1” of the Agreement is revised to incorporate an updated fee schedule described in Exhibit “C-2”, attached hereto.
 - (d) The Schedule of Performance provided in Exhibit “D-1” of the Agreement is to be replaced by the Performance as specified in Exhibit “D-2”, attached hereto.

- (e) Section 3.4, Term, is hereby revised to read in its entirety as follows:

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2027, except as otherwise provided in the Schedule of Performance (Exhibit “D-2”). 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

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

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

CONSULTANT:
DUDEK

By:_____

Name: Joseph Monaco
Title: President

By:_____

Name: Bob Ohlund
Title: Vice President

Address: 605 Third Street _____
Encinitas, CA 92024

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.

EXHIBIT “A-2”

April 13, 2025

Ms. Natalie Avila, EIT, Associate Engineer
City of Chino
navila@cityofchino.org

**Subject: Benson Reservoir and Improvements (WA213) Design and Bid Support Services –
Amendment Proposal for Concrete Tank Design**

Dear Ms. Avila:

Dudek submitted a proposal for the Benson Reservoir and Improvements (WA213) Design and Bid Support Services on November 14, 2023, and entered negotiations for the work on March 20, 2024. Dudek submitted a final revised scope of work and proposal on April 2, 2024, and the revised proposal was accepted during the City Council Meeting on May 21, 2024.

The project has progressed with the completion of the Preliminary Design Phase. To date, Dudek has completed Tasks 1, 2a, 3, and 4 in their entirety, and made progress on Tasks 2b, 5, 6, 7, and 12. Dudek submitted the Final Preliminary Design Report (PDR) on March 5, 2025. The original proposal was based upon the design of a new AWWA D100 welded steel reservoir. After submitting the Final PDR, and subsequent discussions, the City elected to change the reservoir type to an AWWA D110 Type III pre-stressed concrete reservoir due to comparable construction costs for these two reservoir types and concerns about future recoating and potential replacement/repair costs for various roof structural component(s) affiliated with the AWWA D100 welded steel reservoir.

Dudek is respectfully submitting this cost amendment to our original proposal to provide design and bid support services for a new approximately 7 million gallon (MG) AWWA D110 Type III pre-stressed concrete reservoir at the City's Benson Water Treatment Plant (WTP). The revised scope of work is outlined in the sections below.

1 Scope of Services

Dudek provided a Scope of Work in the November 2023 proposal, as well as an amendment to that Scope of Work on April 2024. Dudek will perform all work covered by these proposals, in addition to the deletions, revisions, and additions outlined in the following sections:

TASK 1: AS-BUILT RESEARCH, INVESTIGATION, AND REVIEW

No change. Task has been completed.

Deliverables:

- N/A

TASK 2: PRELIMINARY DESIGN REPORT AND FINAL ENGINEERING DESIGN - REVISED

Task 2.a: Preliminary Design Report

Dudek has completed this task in its entirety assuming design of a welded steel reservoir.

Additional hours will be added as part of this task to revise the Final PDR to reflect design of a concrete reservoir. Revisions include but are not limited to:

- Class IV cost estimate
- Preliminary site layout and associated appurtenances
- Structural elements such as material types, foundation types, site/geotechnical concerns, scheduling, and seismic considerations
- Basis of design parameters including relevant codes, seismic and wind parameters, and geotechnical parameters
- Grading
- Proposed piping alignments
- Methods of mural application
- Any other sections or references to a welded steel reservoir

Dudek will submit a Draft PDR to the City for comments. Dudek will incorporate the City's comments and submit a Final PDR. Once accepted by the City, Dudek will begin development of contract documents related to grading. It is assumed that there will not be changes to the grading concept after the preliminary approach is accepted.

The MND project description has already been completed, and no changes to this scope are required.

Dudek has included labor hours and fee for one meeting prior to submission of the 30% design/PDR to get City buyoff on the concrete reservoir 30% Design before moving on to the 60% Design.

Deliverables:

- Draft Revised PDR
- Final Revised PDR

Task 2.b: Final Engineering Design

Following submission of the Final Revised PDR, Dudek will prepare a complete set of Construction Drawings. Dudek will submit 60%, 90%, and Final Drawings to the City for review and comment and incorporate all comments into subsequent submittals. Dudek has included labor hours and fee for one site visit (as mentioned in Task 12) to verify the final design is constructible given existing site conditions. The Final Drawings will be finalized construction drawings ready to be publicly bid. Dudek anticipates an additional 12 drawings to be required for the concrete reservoir design, resulting in a total sheet count of 65.

It is assumed for the purposes of this proposal that no modifications are required to the existing booster pump station or wellhead pumps. If the hydraulic analysis indicates that modifications or any additional construction is required, the work can be added Dudek will bill this on a time and materials basis pending approval of the City.

California Environmental Quality Act (CEQA) documentation will also be prepared and submitted as part of this task (reference Task 5).

Deliverables:

- **60% Drawings:** Electronic Submittal (PDF)
- **90% Drawings:** Electronic Submittal (PDF)
- **Final Drawings:** Electronic Submittal (PDF and CAD files) + 1 hard copy (mylar)

TASK 3: FIELD INVESTIGATIONS

No change. Task has been completed.

Deliverables:

- N/A

TASK 4: HAZMAT REPORT

No change. Task has been completed.

Deliverables:

- N/A

TASK 5: PERMITTING

Task 5.a: Environmental

Hours removed. Please note that according to the April 2024 revision, this task assumed submission of a Notice of Exemption. However, on September 25, 2024, the City Planner directed Dudek to complete a Mitigated Negative Declaration, which is shown in Task 15.

Deliverables:

- N/A

Task 5.b: Other Permits

No change.

TASK 6: SITE IMPROVEMENTS

No change in scope.

Deliverables:

- Draft and Final Drainage Design Memorandum

TASK 7: WQMP

No change.

Deliverables:

- Preliminary, 60%, and 100% WQMP

TASK 8: ENGINEER'S QUANTITY AND COST ESTIMATE

A few additional hours have been added to address project elements related to structural design of a concrete reservoir.

Deliverables:

- **60% Bid Schedule and EOPCC:** Electronic Submittal (PDF)
- **90% Bid Schedule and EOPCC:** Electronic Submittal (PDF)
- **Final Bid Schedule and EOPCC:** Electronic Submittal (PDF) + 1 hard copy

TASK 9: CONSTRUCTION SPECIFICATIONS AND BID DOCUMENTS

Additional hours have been added to address project elements related to structural design of a concrete reservoir.

Deliverables:

- **60% Technical Specifications and Bid Documents:** Electronic Submittal (PDF)
- **90% Technical Specifications and Bid Documents:** Electronic Submittal (PDF)
- **Final Technical Specifications and Bid Documents:** Electronic Submittal (PDF) + 1 hard copy

TASK 10: PLAN INTERPRETATION AND BIDDING ASSISTANCE

No change in scope. Please note that the slight increase in the fee is a result of an increase in the Corrosion Protection subconsultant's billing rates this year.

TASK 11: CONSTRUCTION SUPPORT AND SHOP DRAWING REVIEW

No change in scope. Additional hours have been added to address 3 additional re-submittals related to a concrete reservoir design, bringing the total assumed material submittals (inclusive of re-submittals) to 103. If additional submittals are required, Dudek will bill them on a time and materials basis pending approval of the City.

TASK 12: MEETINGS AND SITE VISITS

In addition to the original scope, Dudek will hold one additional Design Review Meeting after submittal of the Final Revised PDR. See Task 2a.

TASK 13: AS-BUILT DRAWINGS

No change in scope. Additional hours have been added to address as-builts for drawings related to structural design of a concrete reservoir.

Deliverables:

- **Record Drawings –** Electronic Submittal (PDF)

TO: MS. NATALIE AVILA, EIT, ASSOCIATE ENGINEER
SUBJECT: BENSON RESERVOIR AND IMPROVEMENTS (WA213) DESIGN AND BID SUPPORT SERVICES –
AMENDMENT PROPOSAL FOR CONCRETE TANK DESIGN

OPTIONAL TASK 14: HYDRAULIC MODEL

No change in scope.

OPTIONAL TASK 15: MND

No change in scope.

3 Schedule

The revised schedule is included in Attachment A.

4 Revised Fee Estimate

The amended contract value will be the original contract value of \$694,851 plus the Amendment No. 1 value of \$162,473, resulting in a total fee of \$857,324. See Table 1 for a summary of the fee adjustments. A more detailed breakdown is provided in Attachment B where all revisions are designated in red text.

Table 1. Revised Fee Summary

Task	Description	Original Contract Fee	Revised Contract Fee	Difference
1	As-Built Research, Investigation, and Review (<i>complete</i>)	\$ 8,518	\$ 8,518	\$ -
2a	<i>Draft and Final PDR</i>	\$ 43,066	\$ 43,066	\$ -
2aR	<i>Revised Final PDR</i>	\$ -	\$ 28,190	\$ 28,190
2b	<i>Engineering Design</i>	\$ 214,680	\$ 321,178	\$ 106,498
3	Field Investigations (<i>complete</i>)	\$ 53,621	\$ 53,621	\$ -
4	HazMat Report (<i>complete</i>)	\$ 5,617	\$ 5,617	\$ -
5	Permitting	\$ 27,240	\$ 25,360	\$ (1,880)
6	Site Improvements	\$ 32,472	\$ 32,472	\$ -
7	WQMP	\$ 36,275	\$ 36,275	\$ -
8	Engineer's Quantity and Cost Estimate	\$ 22,728	\$ 34,036	\$ 11,308
9	Construction Specifications and Bid Documents	\$ 47,278	\$ 59,283	\$ 12,005
10	Plan Interpretation and Bidding Assistance	\$ 13,409	\$ 13,540	\$ 131
11	Construction Support and Shop Drawing Review	\$ 56,004	\$ 56,307	\$ 303
12	Meetings and Site Visits	\$ 28,500	\$ 30,010	\$ 1,510
13	As-Built Drawings	\$ 9,809	\$ 14,217	\$ 4,408
	SUBTOTAL	\$ 599,217	\$ 761,690	\$ 162,473
14	Hydraulic Model	\$ 8,919	\$ 8,919	\$ -
15	Preparation of MND	\$ 86,715	\$ 86,715	\$ -
	TOTAL WITH OPTIONAL TASKS	\$ 694,851	\$ 857,324	\$ 162,473

Thank you for the opportunity to submit this amendment proposal. Please feel free to call or email Kasey Harvey at [760-479-4882/kharvey@dudek.com](mailto:kharvey@dudek.com) with have questions regarding the proposal. We look forward to continuing work on the Benson Reservoir.

City of Chino

Benson Reservoir Improvements (WA213) Design and Bid Services

DUDEK FEE ESTIMATE - REVISED

4/11/2025

369.00

EXHIBIT "C-2"

Dudek Labor Hours and Rates										Subconsultant Fees									
Project Team Role:		PIC - QA/QC	Project Manager	Senior Engineer/Modeler	Stormwater Engineer	Project Engineer	Electrical Engineer	CEQA Specialist	CAD / Graphic Designer	TOTAL DUDEK HOURS	DUDEK LABOR COSTS	Hazmat	Structural	Geotech	Survey	Corrosion	OTHER DIRECT		
Team Member:		N. Harper	K. Harvey	L. Crano	N. Rieger	H. Markle	J. Schneider	A. Hardy	N. Hunter			Aurora	Kelsey	Leighton	Gilda	R.F. Yeager			
Billable Rate :		\$280	\$255	\$250	\$265	\$200	\$250	\$235	\$190			Fee	Fee	Fee	Fee	Fee	COSTS	TOTAL FEE	
Task 1	As-Built Research, Investigation, and Review (complete)																		
1.1	As-Built Research, Investigation, and Review (complete)			8		16		10		34	\$ 7,550		\$968					\$ 8,518	
	Subtotal Task 1	0	0	8	0	16	0	10	0	34	\$ 7,550	\$ -	\$ 968	\$ -	\$ -	\$ -	\$ -	\$ 8,518	
Task 2	Preliminary Design Report and Final Engineering Design																		
2.1	Draft Preliminary Design Report (complete)	2	12	20	8	40	8		40	130	\$ 28,340		\$2,398					\$ 30,738	
2.2	Final Preliminary Design Report (complete)	1	4	8	2	16	4		10	45	\$ 9,930		\$2,398					\$ 12,328	
2.2.1	Final Revised Preliminary Design Report	2	8	8		24	6		25	73	\$ 15,650		\$12,540					\$ 28,190	
2.3	60% Engineering Drawings	4	20	10	10	80	60		260	444	\$ 91,770		\$45,503			\$3,509		\$ 140,782	
2.4	90% Engineering Drawings	4	12	16	8	60	30		120	250	\$ 52,600		\$45,503			\$5,973		\$ 104,076	
2.5	Final Engineering Drawings	1	4	8	4	16	22		56	111	\$ 23,700		\$45,503			\$6,116	\$ 1,000	\$ 76,319	
	Subtotal Task 2	14	60	70	32	236	130	0	511	1053	\$ 221,990	\$ -	\$ 153,846	\$ -	\$ -	\$ 15,598	\$ 1,000	\$ 392,434	
Task 3	Field Investigations (complete)																		
3.1	Geotechnical Investigation (complete)		1	2						3	\$ 755			\$22,330		\$5,830		\$ 28,915	
3.2	Topographic Survey (complete)		1	2		2			4	9	\$ 1,915				\$13,200			\$ 15,115	
3.3	Utility Research and Notification (complete)		1	2		40				43	\$ 8,755		\$836					\$ 9,591	
	Subtotal Task 3	0	3	6	0	42	0	0	4	55	\$ 11,425	\$ -	\$ 836	\$ 22,330	\$ 13,200	\$ 5,830	\$ -	\$ 53,621	
Task 4	HazMat Report (complete)																		
4.1	Inspections (complete)		2	2						4	\$ 1,010	\$2,673						\$ 3,683	
4.2	Report (complete)		2	2						4	\$ 1,010	\$924						\$ 1,934	
	Subtotal Task 4	0	4	4	0	0	0	0	0	8	\$ 2,020	\$ 3,597	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,617	
Task 5	Permitting																		
5.1	CEQA NOE (not used)									0	\$ -							\$ -	
5.2	Other Permits	1	16	20		80				117	\$ 25,360							\$ 25,360	
	Subtotal Task 5	1	16	20	0	80	0	0	0	117	\$ 25,360	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,360	
Task 6	Site Improvements																		
6.1	Drainage Memo	2	4	28	12	60	0		0	106	\$ 23,760		\$8,712					\$ 32,472	
	Subtotal Task 6	2	4	28	12	60	0	0	0	106	\$ 23,760	\$ -	\$ 8,712	\$ -	\$ -	\$ -	\$ -	\$ 32,472	
Task 7	WQMP																		
7.1	WQMP	2	4	12	23	128	0		0	169	\$ 36,275							\$ 36,275	
	Subtotal Task 7	2	4	12	23	128	0	0	0	169	\$ 36,275	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,275	
Task 8	Engineer's Quantity and Cost Estimate																		
8.1	60% Quantity and Cost Estimate	2	4	8		32	8			54	\$ 11,980		\$3,010					\$ 14,990	
8.2	90% Quantity and Cost Estimate	1	2	6		20	6			35	\$ 7,790		\$3,010					\$ 10,800	
8.3	Final Quantity and Cost Estimate	1	1	2		16	4			24	\$ 5,235		\$3,010					\$ 8,245	
	Subtotal Task 8	4	7	16	0	68	18	0	0	113	\$ 25,005	\$ -	\$ 9,031	\$ -	\$ -	\$ -	\$ -	\$ 34,036	
Task 9	Construction Specifications and Bid Documents																		
9.1	60% Specifications and Bid Documents	4	10	18		60	24			116	\$ 26,170		\$3,274					\$ 29,444	
9.2	90% Specifications and Bid Documents	2	6	10		32	16			66	\$ 14,990		\$3,274					\$ 18,264	
9.3	Final Specifications and Bid Documents	1	4	6		20	6			37	\$ 8,300		\$3,274					\$ 11,574	
	Subtotal Task 9	7	20	34	0	112	46	0	0	219	\$ 49,460	\$ -	\$ 9,823	\$ -	\$ -	\$ -	\$ -	\$ 59,283	
Task 10	Plan Interpretation and Bidding Assistance																		
10.1	Bidder Questions		2	4		6				12	\$ 2,710		\$1,804					\$ 4,514	
10.2	Addenda (3)		2	2		4			8	16	\$ 3,330							\$ 3,330	
10.3	Bid Review / Recommendation		1	2		4				7	\$ 1,555							\$ 1,555	
10.4	Conformed Plans and Specifications		1	1		4	4			10	\$ 2,305					\$1,837		\$ 4,142	
	Subtotal Task 10	0	6	9	0	18	4	0	8	45	\$ 9,900	\$ -	\$ 1,804	\$ -	\$ -	\$ 1,837	\$ -	\$ 13,541	
Task 11	Construction Support and Shop Drawing Review																		
11.1	RFIs (30)		6	8		30	8			52	\$ 11,530		\$1,914			\$1,661		\$ 15,105	
11.2	Submittals (103)		10	20		100	20			150	\$ 32,550		\$6,160			\$2,492		\$ 41,202	
	Subtotal Task 11	0	16	28	0	130	28	0	0	202	\$ 44,080	\$ -	\$ 8,074	\$ -	\$ -	\$ 4,153	\$ -	\$ 56,307	
Task 12	Meetings and Site Visits																		
12.1	Kick-Off Meeting (1)		6	6						12	\$ 3,030						\$ 100	\$ 3,130	
12.2	Background Materials Meeting (1)		2	2						4	\$ 1,010							\$ 1,010	
12.3	Site Visits (2)		12	12			6			30	\$ 7,560		\$660				\$ 500	\$ 8,720	
12.4	Design Review Meetings (4)		8	8			8			24	\$ 6,040		\$660					\$ 6,700	
12.5	Coordination Meetings (5)		5	5						10	\$ 2,525							\$ 2,525	
12.6	Pre-Construction Meeting (1)		6							6	\$ 1,530						\$ 100	\$ 1,630	
12.7	Coordination Meeting with Emerson (1)						8			8	\$ 2,000						\$ 100	\$ 2,100	
12.8	Coordination Meetings with Regulatory Agencies (5)		5					12		17	\$ 4,095						\$ 100	\$ 4,195	
	Subtotal Task 12	0	44	33	0	0	22	12	0	111	\$ 27,790	\$ -	\$ 1,320	\$ -	\$ -	\$ -	\$ 900	\$ 30,010	
Task 13	As-Built Drawings																		
13.1	As-Built Drawings		1	1		4	4		40	50	\$ 9,905		\$4,312					\$ 14,217	
	Subtotal Task 13	0	1	1	0	4	4	0	40	50	\$ 9,905	\$ -	\$ 4,312	\$ -	\$ -	\$ -	\$ -	\$ 14,217	
Total Non-Optional Hours and Fee		30	185	269	67	894	252	22	563	2282	\$ 494,520	\$ 3,597	\$ 198,726	\$ 22,330	\$ 13,200	\$ 27,418	\$ 1,900	\$ 761,691	
Percent of Hours:		1%	8%	12%	3%	39%	11%	1%	25%	100%									

Optional Services																		
Task 14	Hydraulic Model																	
14.1	Creation of New Hydraulic Model			30						30	\$ 7,500	\$1,419						\$ 8,919
	Subtotal Task 14	0	0	30	0	0	0	0	0	30	\$ 7,500	\$ 1,419	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,919
Task 15	Preparation of MND																	
15.1	CEQA Project Initiation / Project Description							10		10	\$ 2,350							\$ 2,350
15.2	CEQA Technical Studies							220		220	\$ 51,700							\$ 51,700
15.3	Draft MND							105		105	\$ 24,675							\$ 24,675
15.4	Final MND							34		34	\$ 7,990							\$ 7,990
	Subtotal Task 15	0	0	0	0	0	0	369	0	369	\$ 86,715	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 86,715

EXHIBIT "D-2"

