

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

Contract.: 2021-234

Project Manager: PW/ N. Avila

Approved: 05.06.2025

**AMENDMENT NO. 5
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 **6th day of May, 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 entered into a Fourth Amendment to the Agreement on January 7th, 2025 to increase compensation and add to the scope of services.

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

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 **Nine Hundred Ninety-Seven Thousand, Eight Hundred Forty Dollars and Zero Cents (\$997,840.00)** for additional engineering services during the construction phase 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 **Two Million, Nine Hundred Thirty-Eight Thousand, Thirty-Five Dollars and Zero**

Cents (\$2,938,035.00) (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-4”, 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-4”, attached hereto.
- (d) 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, 2026, except as otherwise provided in Schedule of Performance (Exhibit “D”)”.

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:
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.

Exhibit A-4



Hazen and Sawyer
7700 Irvine Center Drive, Suite 200
Irvine, CA 92618 • 949.557.8549

April 3, 2025

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

Re: State Street Additional Tasks Proposal - ESDC

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 engineering services during the construction phase (ESDC) (additional services were estimated based on EWTF ESDC effort)

It is anticipated that this budget would be an amendment to our existing Contract with the City. It is understood that the City will perform all administrative components of the Construction Management in-house and have engaged a qualified firm under a separate contract to provide special testing and inspection services. Hazen will work with the City and the CM firm to support Engineering during Construction.

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 21 – Engineering Services During Construction

1008-577



21.1 Hazen will review shop drawings submitted by the Contractor for conformance with the Contract Documents. This scope for this task includes one hundred fifty (150) additional submittals which includes an estimated seventy five (75) re-submittals. Hazen expects that the CM can compile the submittals into manageable packages to provide for efficient review.

21.2 Hazen will respond to up to an additional seventy (70) requests for information (RFI) and coordination throughout the course of construction. This number of RFI's is not uncommon for the scope of breadth of this type of project and is based upon Hazen's experience with similar types of water treatment projects. The budget augmentation is adjusted for the thirty (30) RFI responses included in Hazen's original scope of work. The recent Eastside project had 78 RFIs.

21.3 Hazen will attend construction meetings to provide engineering input and continuity with construction progress. It is assumed that Hazen will attend 1-hour construction meetings by phone weekly for a duration of 24 months and includes eighteen (18) site visits.

21.4 Hazen will attend up to three (3) coordination meetings with the City's system integrator, Emerson, and the Contractor to provide support and coordination on control system design and integration.

21.5 This subtask is for escalation of existing authorized bidding, ESDC and Startup budget under our current Contract to current 2025 rates. It is an escalation of 8% per year (two years).

Schedule and Budget

Our fee to complete this work is not to exceed \$997,840. The fee includes preparation of design documents, specifications, and review. This fee is based on recent experiences with similar Construction Projects.

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, flowing style.

Nathan Boyle, PE
Project Manager

Exhibit C-4

ATTACHMENT 1 - FEE TABLE

Hazen	Hazen and Sawyer																																		
	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	300	330	310	310	310	250	250	250	250	260	230	190	250	170																				
																	TMH	Labor	ODC	Total															
Task 21 - Engineering Services During Construction																																			
21.1 Shop Drawing Review (275 Additional Submittals, includes 150 estimated re-submittals)																	35	240	25	150	150	150	150	150	150	40	85			1300		2585	\$ 612,050		\$ 612,050
21.2 RFI and Coordination (150 additional RFIs)																	20	40		150	60	60	60	60	40	40			300			830	\$ 209,300		\$ 209,300
21.3 Construction Meetings (150 1-hour calls; 27 in-person meetings at site)																	23	120		30	30	30	30	30					225			488	\$ 121,740	\$ 1,000	\$ 122,740
21.4 Control and Automation Coordinator Meetings (3 in-person)																		4					16	16							36	\$ 9,200		\$ 9,200	
21.5 Escalation for Existing Bidding, ESDC and Startup (Tasks 6.7,10)																																\$ 44,550		\$ 44,550	
TASK 21 TOTALS																	78	404	25	330	240	240	256	226	190	125	0	0	1825	0	0	3939	\$ 996,840	\$ 1,000	\$ 997,840
GRAND TOTAL																											\$ 997,840								