

**Project Name/No.: Construction Management, Testing
& Inspection for WA212 & WA214**

Contract No.: 2024-253 (A1)

Project Manager: PW/ N. Avila

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 **Butier Engineering, Inc.**, 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 April 2, 2024 (“Agreement”) whereby Consultant agreed to provide construction management, testing and inspection services for projects WA212 and WA214.

B. City and Consultant now desire to amend the Agreement to increase compensation, add to the scope of work and extend the term of the Agreement for project WA212.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.
 - (a) The “Scope of Services” provided in Exhibit “A” of the Agreement is hereby amended to include services as specified in Exhibit “A-2”, attached hereto.
 - (b) The “Schedule of Compensation” provided in Exhibit “C” of the Agreement is hereby amended to include the budget and rates for amended services in Exhibit “C-2”, attached hereto.
 - (c) Section 2.1, Contract Sum, is hereby revised to increase the Contract Sum by **Six Hundred Seven Thousand Dollars and Zero Cents (\$607,000.00)** for performance of an additional 205 construction work schedule duration of construction management oversight and special inspection services for project 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 hereby in this reference, but not exceeding the maximum contract amount of **Two Million, Seven Hundred Seventy-Nine Thousand, Three Hundred Fifty-Eight Dollars and Zero Cents (\$2,779,358.00)** (“Contract Sum”)”, unless additional compensation is approved pursuant to Section 1.10.

- (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:
BUTIER ENGINEERING, INC.

By:_____

Name: Mark M Butier
Title: President/CEO

By:_____

Name: Corinne Butier
Title: Vice President/Secretary

Address: 17822 E. 17th Street, Suite 404
Tustin, CA 92780

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"

Amendment No. 1 Scope of Services

The Senior Scheduler and Field Engineer will continue to evaluate and monitor the Contractor's weekly look-ahead schedules, monthly schedule updates, schedule revisions, and as-built schedule submittals throughout the duration of the project.

Sub Task E. Plan and Specification Interpretation and Control

Butier's Lead QA/QC Inspector will continue to ensure that the Contractor's work complies with the contract documents, industry standards, applicable codes, environmental and local regulations, and construction permits throughout the duration of the project. The Lead Inspector will continue to coordinate special inspections with Butier's consultants for all necessary scope items to include geotechnical and environmental inspections, material testing, on-site sampling and survey requests.

The Field Engineer will continue to review contractor RFIs with respect to the plans and specifications and facilitate follow-up with the engineer of record.

The Butier Team will continue to provide reviews of any value engineering proposals and requests for changes in design, and work with the engineering team to resolve any field issues. Additionally, the Butier Team will continue to provide monthly reviews of the Record Drawings to go with the recommendation of progress payments.

Sub Task F. CM Administration & Staffing

The Butier Team will continue to provide daily management of the Construction activities, to include resolution of any day-to-day construction issues that do not require design changes.

Sub Task H. Progress Payment & Cost Monitoring

The Butier Team will continue to provide Labor Compliance throughout the duration of the project to ensure compliance with the regulatory requirements of the funding agreements. In addition, the Butier team will continue to perform monthly reviews with the contractor for the percentage of work completed versus the amount requested on the progress payment, to include all documentation complete prior to submission to the City for processing.

Sub Task I. Change Order Management

The Butier Team will continue to coordinate with the Contractor to mitigate any potential cost/schedule impacts throughout the duration of the project, to include change management, claims management, and monthly project reporting of the total changes to the project.

Exhibit "A-2"

Amendment No. 1 Scope of Services

October 24, 2024

City of Chino
13220 Central Ave
Chino, CA 91710
Attn: Ms. Natalie Avila
Associate Engineer, Public Works

**Subject: BUTIER ENGINEERING CONSTRUCTION MANAGEMENT, TESTING & INSPECTION
ADDITIONAL SCOPE OF SERVICES AND COMPENSATION FOR CHINO STREET WATER TREATMENT PROJECT (CIP NO. WA212)
AMENDMENT NO. 1 TO CONTRACT NO. 2024-253**

Dear Ms. Avila:

Butier is respectfully requesting an amendment in the amount of **\$607,000.00** to complete our scope of services on the above referenced project, in accordance with the assigned hours and associated rates as shown on the attached Fee Estimate.

Per Addendum 5 of the bid #2024-0018; the construction work schedule duration was revised from five hundred (500) calendar days after the commencement to the Notice to Proceed to seven hundred five (705) calendar days after the commencement date stated in the Notice to Proceed for Construction, in addition to a Notice to Proceed for Procurement revising from thirty (30) calendar days to sixty (60) calendar days; for a total of an additional two hundred thirty five (235) calendar days added to the proposed schedule of services. Therefore, Butier will require an additional budget for the continuation of construction management oversight and special inspection services to include facilitating project coordination and progress meetings, reviewing submittals, plan and specification interpretation and control, inspections of the work and change order management.

Butier will continue to perform the following Scope Tasks:

Sub Task C. Meeting & Notice Procedures

The Senior Construction Manager/Resident Engineer and the Field Engineer/Assistant Construction Manager will continue to facilitate weekly progress meetings with the City and the Contractor throughout the duration of the project. Additionally, the Field Engineer will continue to facilitate as needed any coordination meetings and/or start up meetings to resolve issues and questions related to the project.

Sub Task D. Shop Drawing and Submittal Reviews

The Butier Team will continue logging, tracking, and monitoring submittals and O&M manuals from the Contractor throughout the duration of the project. Coordinated reviews will continue throughout the duration of the project until final completion and the manuals have been fully transmitted to the City.

17822 E. 17th St.
Suite 404
Tustin, CA 92780
Tel (714) 832-7222
Fax (714) 832-7211

BUTIER
Construction Managers, Consulting Engineers

The Senior Scheduler and Field Engineer will continue to evaluate and monitor the Contractor's weekly look-ahead schedules, monthly schedule updates, schedule revisions, and as-built schedule submittals throughout the duration of the project.

Sub Task E. Plan and Specification Interpretation and Control

Butier's Lead QA/QC Inspector will continue to ensure that the Contractor's work complies with the contract documents, industry standards, applicable codes, environmental and local regulations, and construction permits throughout the duration of the project. The Lead Inspector will continue to coordinate special inspections with Butier's consultants for all necessary scope items to include geotechnical and environmental inspections, material testing, on-site sampling and survey requests.

The Field Engineer will continue to review contractor RFIs with respect to the plans and specifications and facilitate follow-up with the engineer of record.

The Butier Team will continue to provide reviews of any value engineering proposals and requests for changes in design, and work with the engineering team to resolve any field issues. Additionally, the Butier Team will continue to provide monthly reviews of the Record Drawings to go with the recommendation of progress payments.

Sub Task F. CM Administration & Staffing

The Butier Team will continue to provide daily management of the Construction activities, to include resolution of any day-to-day construction issues that do not require design changes.

Sub Task H. Progress Payment & Cost Monitoring

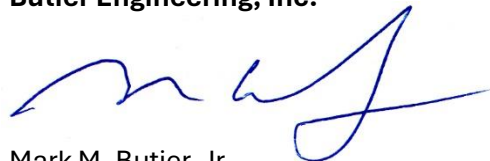
The Butier Team will continue to provide Labor Compliance throughout the duration of the project to ensure compliance with the regulatory requirements of the funding agreements. In addition, the Butier team will continue to perform monthly reviews with the contractor for the percentage of work completed versus the amount requested on the progress payment, to include all documentation complete prior to submission to the City for processing.

Sub Task I. Change Order Management

The Butier Team will continue to coordinate with the Contractor to mitigate any potential cost/schedule impacts throughout the duration of the project, to include change management, claims management, and monthly project reporting of the total changes to the project.

If you need any additional information, I can be reached at (714) 240-0870 or jrbutier@butier.com.

Respectfully Yours,
Butier Engineering, Inc.



Mark M. Butier, Jr.
President/CFO

Exhibit "C-2"
Schedule of Compensation

Amendment No. 1 City of Chino, WA212 State Street Project CM Support & Special Inspection Services Additional Scope & Extended Services		Senior CM/RE	Lead QA/QC Inspection	Field Engineer/Asst. CM	Senior Scheduler	Electrical Inspection & Startup	Totals
Rate		\$ 240.00	\$ 180.00	\$ 175.00	\$ 225.00	\$ 225.00	
A	Pre Construction/Project Control Services						
B	Correspondence & Reports						
C	Meeting & Notice Procedures						
1	Weekly Construction Progress Meetings	32	32	64			\$ 24,640.00
2	Monthly Project Report Meeting	32		64			\$ 18,880.00
3	Consultant Team Meeting	32		64			\$ 18,880.00
D	Shop Drawing and Submittal Reviews						
2	Submittal Reviews and Logs	16		120			\$ 24,840.00
3	Schedule Reviews	32		48	64		\$ 30,480.00
E	Plan and Specification Review						
1	Inspection of the Work		1700				\$ 306,000.00
2	RFIs	32	64	64			\$ 30,400.00
3	Requests in Changes for Design			32			\$ 5,600.00
4	Value Engineering Proposals			32			\$ 5,600.00
5	Record Drawings	8	16	8			\$ 6,200.00
F	CM Administration & Staffing						
1	Daily Management	40		160			\$ 37,600.00
2	Resolution of Day to Day Construction Issues			160			\$ 28,000.00
G	Environmental Control						
H	Progress Payments and Cost Monitoring						
1	Labor Compliance			64			\$ 11,200.00
2	Monthly Review	8	16	8			\$ 6,200.00
I	Change Order and Claims Management						
1	Change Management	48	32	64			\$ 28,480.00
2	Claims Management			32	32		\$ 12,800.00
3	Monthly Project Reporting			64			\$ 11,200.00
J	O&M Manuals and Warranty						
K	Startup, Closeout and Acceptance						
L	Post Construction						
M	Final Project Documentation						
N	Geotechnical / Materials Testing / On-Site Sampling						
O	Construction Surveying						
Total Hours		280	1860	1048	96	0	
Total Costs							\$ 607,000.00