

**AMENDMENT NO. 1
TO THE
PROFESSIONAL SERVICES AGREEMENT
SP-25-91-SP
BETWEEN
THE CITY OF FONTANA
AND
ROBERT, BORDERS & ASSOCIATES**

1. Parties and Date.

This Amendment No. 1 to the Professional Services Agreement is made and entered into as of the 15th day of April, 2026 by and between the City of Fontana, a public agency organized and operating under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 (“City”), and Robert, Borders & Associates, a Corporation with its principal place of business at 1675 Scenic Ave., Suite 210, Costa Mesa, CA 92626 (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties”.

2. Recitals.

2.1 Consultant. The City and Consultant have entered into an agreement entitled “Professional Services Agreement” dated the 13th day of May, 2025, (“Agreement”) for the purpose of retaining the services of Consultant to provide Architectural Design Services.

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to revise the Compensation.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 3 of the Agreement.

3. Terms.

3.1 Amendment. Section 2 of the Agreement is hereby amended in its entirety to read as follows:

2. Compensation

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.”

b. Amendment No. 1 is authorized in the amount of **\$147,120.00 [One Hundred Forty-seven Thousand, One Hundred Twenty Dollars and No Cents]**. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$772,519.00 [Seven Hundred Seventy-two Thousand, Five Hundred Nineteen Dollars and No Cents]**. This amount is to cover all printing and related costs, and the City

will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.3 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 No. 1.

3.4 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

[Signatures on Next Page]

**SIGNATURE PAGE TO
AMENDMENT NO. 1
TO THE CITY OF FONTANA
PROFESSIONAL SERVICES AGREEMENT**

CITY OF FONTANA

ROBERT, BORDERS & ASSOCIATES

By: _____
Matthew C. Ballantyne
City Manager

By: _____
Shelly DiLauro
Principal I Design

Attest:

By: _____
Germaine McClellan Key
City Clerk

By: _____
Loren Della Marna
Principal I Architect

By: _____
Phillip Burum
Deputy City Manager

Approved as to form:

Best Best & Krieger LLP
City Attorney

By: _____
Gia Kim
Public Works Director/City Engineer

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

Jessica Brown
Chief Financial Officer

Sid Lambert
Purchasing Manager

25 February 2026

City of Fontana
8353 Sierra Avenue
Fontana, CA 92335

Attention: Christopher Smethurst
Senior Engineer

Project: CITY OF FONTANA
Regional Navigation Center T.I
Fontana, CA

Project No.: 25011 DE-25-91-SP

Subject: LOA 1 – Additional Scope

This Letter of Authorization (LOA) No. One is written to document our authorization to provide Additional Services under the terms of our Agreement for this project. The following services have been requested that were not part of the original Basic Services scope of work. This LOA does not include the WQMP and roof screen scope, if required.

1. Space Plan revisions with added scope for expanded second floor mezzanine area of approximately 4,870 SF and reconfigured first floor. Work to include new elevator, new secondary stair, infill of truck well for outdoor activity space, entry canopies, value engineering of space plan with the reduction of 2nd floor area and floor plan reconfiguration.
2. Additional services for Architectural and Interior Design Services for new scope noted above plus additional coordination of various City requirements.
3. City Entitlements: Planning submittal coordination and drawing preparation, estimate 15 hours.
4. Additional semi-monthly Design Meetings as requested. Estimating 8 meetings.
5. Additional services for Structural Engineering Consulting Services for new scope including new mezzanine, elevator, truck well infill and entry canopies.
6. Additional services for a Structural Seismic Building upgrade based upon new use.
7. Additional services for Mechanical, Electrical and Plumbing Engineering to accommodate expanded second floor.
8. Additional services for Civil Site topographic survey for exterior elements.
9. New scope to include an Elevator Design Consultant.

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Compensation for this work will consist of the following:

Space plan revisions & value engineering	\$12,360.00
Architectural Additional Services	19,724.00
City Entitlement coordination, 15 hours	2,925.00
Design Meetings, 8 meetings	3,120.00
Structural Engineering Additional Services	39,905.00
Structural Seismic Upgrade	23,000.00
M/E/P Engineering Additional Services	23,000.00
Civil Site Topo Survey	9,286.00
Elevator Consultant	<u>13,800.00</u>
Subtotal	\$147,120.00
Total LOA No. One	<u>\$147,120.00</u>

This Letter of Authorization No. One authorizes the Additional Services work described above. Please execute this authorization by signing in the space provided below and return one copy for our files.

Sincerely,
Borders Architects

Shelly J. DiLauro

Shelly J. DiLauro, CID LEED AP ID+C
Principal

LDM:jrg

Approved: **CITY OF FONTANA**

By: _____ Date: _____