

**AMENDMENT NO. 2**  
**TO THE DESIGN SERVICES AGREEMENT**  
**DE-24-147-SP**  
**BETWEEN**  
**THE CITY OF FONTANA**  
**AND**  
**SILLMAN WRIGHT ARCHITECTS**

**1. Parties and Date.**

This Amendment No. 2 to the Design Services Agreement DE-24-147-SP is made and entered into as of this 23<sup>rd</sup> day of April 2025, by and between the City of Fontana (“City”) and Sillman Wright Architects, a Corporation with its principal place of business at 31045 Temecula Parkway, Suite 202, Temecula, California 92592 (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 July 25, 2024 (“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 scope of services and increase the not-to-exceed compensation amount. The Parties have therefore entered into that Amendment No. 1 dated September 11, 2024.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 3 of the Agreement.

**3. Terms.**

3.1 Amendment. Section 1 of the Agreement is hereby amended in its entirety to read as follows:

1. Services. Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit “A”.

3.2 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. 2 is authorized in the amount of \$766,670.00. In no event, shall the total amount paid for services by Consultant under this Agreement exceed the sum of \$1,956,160.00. This amount is to cover all printing 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.

3.3 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

3.4 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 No. 2.

3.5 Severability. If any portion of this Amendment No. 2 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. 2  
DESIGN SERVICES AGREEMENT**

**CITY OF FONTANA**

**SILLMAN WRIGHT ARCHITECTS**

By: \_\_\_\_\_  
Matthew C. Ballantyne  
City Manager

By: \_\_\_\_\_  
Brett Tullis  
Principal Architect

*Attest:*

By: \_\_\_\_\_  
Germaine McClellan Key  
City Clerk

By: \_\_\_\_\_  
Phillip Burum  
Deputy City Manager

*Approved as to form:*

\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

By: \_\_\_\_\_  
Gia Kim  
Director of Engineering / City Engineer

**IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES**

\_\_\_\_\_  
Jessica Brown  
Chief Financial Officer

\_\_\_\_\_  
Sid Lambert  
Purchasing Office

## EXHIBIT A

### Scope of Services

# 5. WORK PLAN





## 5. WORK PLAN

### PROJECT APPROACH

Trust, open communication, clear project goals, and experienced planning is the SILLMAN Experience for creating a great design for the City that is constructible, maximizes project value within budget and schedule, while also respecting the community values.

We work collaboratively to garner and include City and User Group input, in order to facilitate discussions about any possible schedule impacts from revisions or changes.

### SCOPE OF WORK & DELIVERABLES

We have identified the following deliverables that will allow for a successful project outcome and fulfill all objectives for the new City Hall:

- Initial Planning
- Schematic Design
- Design Development
- Final Working Documents
- Construction Contract Documents / Permitting
- Bidding
- Construction Administration
- Project Closeout (As-built Drawings / Warranty Phase)

#### ► INITIAL PLANNING, SCHEMATIC DESIGN, & ENTITLEMENTS

The Programming and Schematic Design Phase is the research and collaborative decision-making stage, where we will work closely and collaborate with the City and its User Groups to define and confirm the new facility's Programming, Project Criteria, and Schematic Design.

During this stage we will begin to ensure that the building obtains proper entitlements and approvals so that there will be no delay during construction. The outcome allows us to:

- Confirm Project Goals
- Understand the Exact Scope of Work
- Prepare Block Plans & Space Plans
- Develop the Project Schedule
- Develop the Project Budget

#### ► BUILDING EARLY STAKEHOLDER CONSENSUS

In order to design a City Hall which meets the City's current and future needs, program verification with all User Groups is vital in building consensus.



**We will meet with the City and all other relevant User Groups to identify and test the viability of several creative project solutions to maximize value, while also meeting the program, schedule, and budget, in order to solidify a (Conceptual) Schematic Design that exceeds expectations. We would propose a multi-day Partnering Workshop for all User Groups to discuss relevant issues, explore ideas, opportunities, and find creative solutions.**

Taking place over 2-3 days (virtually or in-person), these **Partnering Workshops are focused on:**

- **Consensus Driven Goals & Fostering Mutual Trust**
- **Collaboration** is the key to our success - open & honest partnering is essential
- **Every Voice Matters:** Even with multiple User Groups, it is important each perspective is heard
- **Measuring Wants vs Needs** against project goals, we develop the design based on the most important items, which fit within the budget & schedule

During this time, **we will also coordinate with the City to address the following items** to ensure we are designing a customized City Hall facility which actually functions as intended:

- Adjacencies & Functionality
- Floorplans, Layouts, Fixtures & Equipment
- Constructability
- Systems Confirmation
- Americans with Disabilities (ADA) Requirements
- Life-Cycle Performance & Minimizing Energy Costs
- Meeting Code Compliance
- Public Agencies & Utility Permit Processing
- Target Value Cost Estimating: Reduce Waste & Add Value
- Schedule Confirmation: Identify Long Lead Time Items
- Potential Cost-Saving Alternatives & Options

## 5. WORK PLAN

We strongly believe that a **good program with clear project goals leads to a strong design concept**, which are the critical ingredients for the success of this project.

### ► BUILD IT BEFORE YOU BUILD IT

In order to help the City and its User Groups easily visualize our proposed designs and ensure everyone is getting the facility they've imagined, our Design Team will utilize 3-D Building Information Modeling (BIM) technologies, including Revit and Lumion, starting in Conceptual & Schematic Design and continually evolving until design is complete.

Before the first shovel is put into the ground, our Design Team will provide the City with detailed 3-D computer models that will accurately represent all aspects of the proposed facility design.

These **realistic 3-D models will allow for streamlined decision making** and will also help facilitate discussion with Access on any updates, revisions, or potential changes throughout the design and construction process – keeping the project on schedule and budget.

### ► DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS

Once the Programming and Schematic Design items are addressed and incorporated, we will focus on producing the Construction Documents.

Internal weekly meetings will be held to work together to resolve issues and confirm project schedule and budget. **The City Review Meetings will be held at major milestones**, including 30%, 50%, and 100% completion of Construction Documents to review and discuss the progress.



### ► ROBUST QA/QC PROGRAM

Throughout the Design and Construction Phases, a rigorous QA/QC Program featuring a **Design Quality Control Plan** will be implemented by a designated **Design Quality Assurance Manager** to ensure the quality of product and deliverables meets or exceeds the City's expectations and goals.

During the **Construction Documents Phase**, we use our 3-D BIM capabilities to work at a collaborative level with the User Groups in defining and developing all systems, finishes and project parameters for consideration and approval. These realistic 3-D models will allow for streamlined decision making and will also help facilitate discussion with the City on any updates, revisions, or potential changes throughout the design and construction process.

### ► DEMOLITION PLANS

We will prepare demolition plans and all relevant public bid documents for the project to include onsite, offsite, WQMP, landscape, in compliance with the City's landscape ordinance.

### ► PERMITTING

During the Construction Documents phase, we will meet with the any and all Authorities Having Jurisdiction (AHJ) to identify, address, and incorporate issues, which will be documented in meeting minutes and distributed. As part of **Permit Processing**, issues will be identified and resolved with the City's involvement and Final Construction Documents will be issued for construction.

### ► BIDDING

Our Team will support the City during the **Bidding Process** to ensure that the bids received are accurate and equitable.

### ► CONSTRUCTION SUPPORT SERVICES

We are committed to supporting the City and the Contractor throughout the Construction Phase. We will attend regular site visits and will collaborate with the City and the Contractor to limit revisions by ensuring that the approved Permit documents are followed.

Successful **Project Closeout** starts at the beginning of construction; therefore, our approach to Project Closeout is proactive and ensures the project is successfully closed through public contract code, protecting client interest all relevant public agencies and utility companies. Our team will continue to provide advice to the City during the **Warranty Period**.

## 5. WORK PLAN

### UNDERSTANDING OF ISSUES & SOLUTIONS

#### ► START WITH CLEAR GOALS

Establishing clear project goals and values is vital to ensure we are designing to the project budget. Once goals are finalized, they act as a road map to effective decision-making with the City and User Groups to identify the most important project elements that will also fit within the established budget and schedule.

#### ► STAY ON BUDGET & MAXIMIZE VALUE

We have an **inclusive and collaborative approach** to managing and controlling the project cost, while utilizing practical design solutions to adapt to the realities of budget constraints. Our Team will explore a variety of options for structural; mechanical; building massing; building systems; program; reducing redundancies and maximizing value.

#### ► PROACTIVE WITH PUBLIC AGENCIES & UTILITY AGENCIES

**SILLMAN has successfully completed dozens of projects in San Bernardino County** which have taught us to be proactive and meet with the Public & Utility agencies and other Authorities Having Jurisdiction (AHJs) as early as possible in the project timeline.

We will reach out and meet with all relevant AHJs, like the City of Fontana, Southern California Edison, SoCalGas, Fontana and the Fire Protection District, which eliminates expensive design changes down the line due to non-compliant design.

#### ► MAINTAINING SCHEDULE

It is likely that there will be revisions due to code, constructability, function, or program goals. Our goal is to work with the City to make design revisions in a way that minimizes the impact on budget and schedule. Our experienced Design Team is skilled at discovering **opportunities to save money** to allow for potential revisions in the agreed upon timeframe.

#### ► DESIGN-BID-BUILD EXPERTS

**With hundreds of successful Design-Bid-Build projects under our belt**, we understand that making sure the project is delivered within the established budget is a top priority. We will provide accurate cost estimates that show the up-to-date costs for materials and account for recent inflation before and during the bid phase. We have found through experience that maintaining early order of long lead time items helps to ensure that the budget and schedule remain on track.



#### ► OPEN COMMUNICATION

Trust, open communication, clear project goals, and experienced planning are key to creating a stellar design that is constructible and **maximizes project value** within the budget and established schedule.

We believe ongoing collaboration and communication are essential for understanding issues and finding solutions that lead to project success.

#### ► COMMITTED TO THE CITY'S VISION

We understand the City's Vision of a modern flexible facility that will be a cornerstone of the Civic Campus. This iconic project will set the tone for the City's future, establishing a higher standard of construction in Fontana and ushering in a feeling of renewal and growth.

The facility will elevate the office environment for the elected officials and City executives, providing a new vision for what is possible. **We will meet the City's Project Goals by ensuring all voices are heard through close collaboration** and ongoing User Group input.

#### ► SUSTAINABILITY

We share the City Council's goal of preserving the local environment and promoting a healthy economic and environmental future through sustainable design principles, passive design strategies, and reduction of carbon footprint in construction.

With **30+ successful LEED and Zero Net Energy Projects completed** by our firm we have the know-how and the drive to contribute to the City's goal of becoming the most environmentally conscious city in California.





## 6. SCHEDULE

Fontana City Hall Renovation Phase II (City Hall)																																								
SILLMAN																																								
Conceptual Schedule																																								
UPDATED 12/04/2024																																								
Phase			2024							2025												2026										2027								
	Months		M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	Months	
Initial Planning Phase	2.25					0.5	1.0	0.75																															2.25	
Schematic Design Phase	2							0.25	1.0	0.75																														2
Design Development Phase	3										1.0	1.0	1.0																											3
Final Working Documents Phase	3													1.0	1.0	1.0																								3
Construction Contract Documents Phase / Permitting	1															1.0																								1
Bid Phase	2																1.0	1.0																						2
DESIGN & BID TOTAL	13.25																																							0
Construction Phase	16																		1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0					16	
As-Built Drawings	1																																			1.0				
CONSTRUCTION TOTAL	17																																							0
Warranty Phase is expected to extend 12 months past completion of construciton	12																																				1.0	1.0		12

## EXHIBIT B

### Schedule of Charges/Payments

Reference is made to Phase 3 – Final Working Drawings & Specifications, Construction Contract Documents, and Bid Phase of the attached Cost Proposal. Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.



**Fontana City Hall Phase 2 A&E Fees Design & Construction Documents**  
**SILLMAN**  
**3/19/2025**

Discipline		Phase III				Phase IV		
		Final Working Drawings & Specifications	Construction Contract Documents	Bid Phase	Total	Construction Phase	As-Built Drawings / Warranty Period	Total
Architectural		\$ 126,000	\$ 110,000	\$ 30,000	\$ 266,000	\$ 300,000	\$ 30,000	\$ 330,000
Structural (Core & Shell)		\$ 39,400	\$ 10,000	\$ 2,000	\$ 51,400	\$ 26,000	\$ 6,000	\$ 32,000
Structural (TI)		\$ 8,400	\$ -	\$ -	\$ 8,400	\$ 4,000	\$ -	\$ 4,000
Survey		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Civil		\$ 23,190	\$ -	\$ 2,000	\$ 25,190	\$ 28,000	\$ 6,000	\$ 34,000
Mechanical		\$ 17,400	\$ 17,000	\$ 3,000	\$ 37,400	\$ 30,000	\$ 3,000	\$ 33,000
Plumbing		\$ 10,800	\$ 11,000	\$ 2,000	\$ 23,800	\$ 16,000	\$ 2,000	\$ 18,000
Electrical		\$ 18,600	\$ 19,000	\$ 3,000	\$ 40,600	\$ 30,000	\$ 3,000	\$ 33,000
Low Voltage (Conduit Only)		\$ 2,000	\$ 2,000	\$ 2,000	\$ 6,000	\$ 6,000	\$ 2,000	\$ 8,000
Photo Voltaic (Deferred Approval)		\$ 2,000	\$ 2,000	\$ 2,000	\$ 6,000	\$ 4,000	\$ 2,000	\$ 6,000
Fire Alarm (Deferred Approval)		\$ 3,000	\$ 2,000	\$ 2,000	\$ 7,000	\$ 4,000	\$ 3,000	\$ 7,000
Fire Sprinkler (Deferred Approval)		\$ 7,000	\$ 6,500	\$ 2,000	\$ 15,500	\$ 6,000	\$ 3,000	\$ 9,000
Interior Design & FF&E		\$ 9,600	\$ 4,000	\$ 2,000	\$ 15,600	\$ 5,000	\$ 2,000	\$ 7,000
Landscape		\$ 4,500	\$ 3,800	\$ 2,600	\$ 10,900	\$ 5,500	\$ 2,600	\$ 8,100
Acoustics (Council Chambers Only)		\$ 3,500	\$ 4,500	\$ 1,000	\$ 9,000	\$ 3,000	\$ 1,000	\$ 4,000
Cost Estimate		\$ 9,800	\$ -	\$ -	\$ 9,800	\$ -	\$ -	\$ -
<b>Sub Total</b>		<b>\$ 285,190</b>	<b>\$ 191,800</b>	<b>\$ 55,600</b>	<b>\$ 532,590</b>	<b>\$ 467,500</b>	<b>\$ 65,600</b>	<b>\$ 533,100</b>
<b>Additional Service Proposal #1</b>								
Survey					\$ 5,880			
<b>Additional Service Proposal #2</b>								
DSO New Restroom, Option 1 and Option 2					<b>Total Add'l Serv #2</b>			
Architectural					\$ 85,000			
Structural					\$ 75,000			
Mechanical					\$ 63,700			
Plumbing								
Electrical								
Low Voltage (Conduit Only)								
Fire Alarm (Deferred Approval)								
Fire Sprinkler (Deferred Approval)					\$ 4,500			
			<b>Add'l Service #2 Total</b>		<b>\$ 228,200</b>			
		<b>Phase III + Add'l Services 1 &amp; 2 Total</b>			<b>\$ 766,670</b>			