

AMENDMENT NO. 3
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. 3 to the Design Services Agreement DE-24-147-SP is made and entered into as of this 25th day of June 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, and Amendment No. 2 dated April 23, 2025.

2.3 Amendment Authority. This Amendment No. 3 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. 3 is authorized in the amount of \$189,250.00. In no event, shall the total amount paid for services by Consultant under this Agreement exceed the sum of \$2,145,410.00. 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. 3, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 3. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 3.

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. 3.

3.5 Severability. If any portion of this Amendment No. 3 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. 3
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

April 15, 2025

Mr. Eric Amaya
Project Manager
City of Fontana
8353 Sierra Ave
Fontana, CA 92335

**Subject: Additional Service 03 – Council Chambers Audio Visual Design
Fontana City Hall Phase II
Contract No. DE-24-147-SP**

Dear Eric:

SILLMAN (Architect) is pleased to provide the City of Fontana (Client) with the following Proposal for the Audio-Visual Design for the City Council Chamber as part of the Fontana City Hall Phase II project. WSP (AV Consultant) is providing Audio-Visual Engineering Services.

I. BACKGROUND AND DESCRIPTION

The Client has requested Architectural and Engineering Services for the Design of the Audio-Visual System for the Council Chambers within the new City Hall. The project is currently in Design Development with a planned submittal in late April. Additional effort and coordination will be needed to adjust the Design Development documents to incorporate this Scope of Work.

Audio-Visual design was not part of the original Scope of Work, so this would be considered Additional Services.

II. SCOPE OF WORK

The Architect shall provide Design Services which include, but are not limited to, the following items:

- A. Schematic Design Services: Since Schematic Design of the Council Chambers
 - 1. Kick Off Meeting - Meet with the Client and Stakeholders to understand and develop and incorporate overall Project Goals and Objectives.
 - 2. Existing City Hall Design – Review Audio-Visual design of the existing City Hall

3. Preliminary AV Proposal – Meet with the Client and Stakeholders to present ideas and options on incorporating. Client to provide direction on AV Proposal selections.
 4. Initial Schematic Design – Implement Client provided direction into the drawings. Architect to Coordinate with AV Consultant and Design Team to incorporate Audio Visual Element. Client will review Revised Schematic Design and will provide comments. Architect will respond and incorporate Client comments into the Schematic Design and will send Client a Revised Schematic Design for Final Review.
 5. Final Schematic Design: Create Final Schematic Design based on Client approval of Initial Schematic Design.
 6. Schematic Design - Includes Floor Plan, Reflected Ceiling Plan, Interior Elevations / Building Sections.
 7. Review and evaluate Studies and reports provided by the Client / Owner to receive and incorporate feedback.
- B. Design Development Services: Upon Client / Owner approval of Schematic Design Package, provide Design Development Package for the proposed scope of work, to include, but not be limited to, the following items:
1. All items listed above in Schematic Design phase, enhanced to Design Development level of detail.
 2. Existing Design Development Documents: Revise and update existing Design Development Documents to incorporate Audio Visual Systems.
- C. Construction Document Services: Upon Client / Owner approval of the Design Development Package, provide Construction Documents for the proposed scope of work, to include, but not be limited to, the following items:
1. Construction Documents: Based on the approved Design Development Package, the Architect and Consultants shall incorporate Client / Owner comments and prepare for approval by the Client / Owner, construction documents and calculations. This set will be used to submit for Building Permit.
 2. The Architect shall assist the Client / Owner in connection with the Client's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
 3. Architect shall coordinate with additional Consultants selected by Client / Owner

- D. Permit / Issue For Construction: Upon Client / Owner approval of the Construction Document Phase, provide Permit services that shall include, but not be limited to, the following items:
 - 1. Process Construction Documents through the Authority Having Jurisdiction (AHJ) for approval and permits.
 - 2. The Architect shall respond to AHJ review comments as required for approval.
 - 3. Issue For Construction Set (100%): Based on the approved Construction Documents, the Architect and Consultants shall prepare Issue for Construction documents and calculations. This set will incorporate the comments and revisions required to obtain a Building Permit.
 - 4. The Architect shall assist the Client in connection with the Client's responsibility for filing documents required for the approval of governmental AHJ.
- E. Bid Support Services:
- F. Construction Support Services: Architect and Consultants will work with the selected Contractor to provide the following:
 - 1. Review of Shop Drawings and Submittals.
 - 2. Respond to RFI's and issue ASI's / Information Bulletins.

III. EXCLUSIONS

- A. Plan check permits and other fees.
- B. Services beyond what are identified in this proposal.

IV. FEE FOR SERVICES

Additional Service 03 – Council Chambers Audio Visual Design Fontana City Hall Phase II 4/15/2025		
Design Fees		
Phase	Fee	Comments
Design		
Schematic Design	\$ 22,000	
Design Development	\$ 21,000	
Construction Documents	\$ 19,000	
Permitting	\$ 1,000	
Sub Total	\$ 63,000	
Construction		
Construction Administration	\$ 5,500	
Close Out	\$ -	
Sub Total	\$ 5,500	
Total	\$ 68,500	

Fee Breakdown by Discipline for Reference		
Discipline	Fee	Comments
Architect of Record	\$ 19,000	
Audio-Visual Consultant	\$ 49,500	
Total	\$ 68,500	

Fontana City Hall

Additional Service 03 – Council Chambers Audio Visual Design

April 15, 2025

Page 5 of 5

All other conditions of the Original Signed Agreement remain the same.

Thank you for this opportunity to be of service.

Agreed to by:

Client / Client's Representative

Signature:

Name:

Title:

Date:

Architect's Representative

A handwritten signature in black ink, appearing to read "Katy Hamilton". The signature is fluid and cursive, with the first name "Katy" and last name "Hamilton" clearly distinguishable.

Katy Hamilton

Project Manager

SILLMAN

April 28, 2025

Mr. Eric Amaya
Project Manager
City of Fontana
8353 Sierra Ave
Fontana, CA 92335

**Subject: Additional Service 04 – Lot Consolidation Parcel Map
Fontana City Hall Phase II
Contract No. DE-24-147-SP**

Dear Eric:

SILLMAN is pleased to provide the City of Fontana (Client) with the following proposal for the above-named project:

I. BACKGROUND AND DESCRIPTION

- A. Per the request of the City of Fontana please refer to the attached Snipes-Dye Civil Engineering proposal which outlines the scope of work required for the Lot Consolidation Parcel Map.

II. SCOPE OF WORK

- A. SILLMAN - Coordination with Snipes Dye and billing as required.
- B. Snipes-Dye – Scope per the attached proposal dated April 16, 2025.

III. EXCLUSIONS

- A. Plan check, permits and other fees.
- B. Services beyond what are identified in this proposal.

IV. FEE FOR SERVICES

- | | |
|----------------------------------------------------------|----------|
| 1. ARCHITECTURE | \$8,000 |
| A. Billing and Coordination | |
| 2. LOT CONSOLIDATION PARCEL MAP | |
| B. Per attached proposal from Snipes-Dye dated 4/16/2025 | |
| | \$79,750 |

TOTAL ADD SERVICE 04 FEE	\$87,750
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V. MISCELLANEOUS PROVISIONS

- A. Payment for service shall be billed monthly based on the time spent for the work.
- B. The fees for the above scope of work are valid for six (6) months from the date of this proposal.

We look forward to working with you and thank you for this opportunity to be of service.

Sincerely,



Katy Hamilton
Project Manager
SILLMAN

May 20, 2025

Mr. Eric Amaya
Project Manager
City of Fontana
8353 Sierra Ave
Fontana, CA 92335

**Subject: Additional Service 05 – Enclosed Pedestrian Bridge Design
Fontana City Hall Phase II
Contract No. DE-24-147-SP**

Dear Eric:

SILLMAN (Architect) is pleased to provide the City of Fontana (Client) with the following Proposal for the design of enclosing the pedestrian bridge as part of the Fontana City Hall Phase II project. WSP (MEP Consultant) is providing Mechanical and Electrical Engineering Services, and BWE is providing the structural engineering.

I. BACKGROUND AND DESCRIPTION

The Client has requested Architectural and Engineering Services for the Design of enclosing the pedestrian bridge between the existing DSO and the new City Hall. The project is currently in Construction Documents with a planned submittal in mid July.

Additional effort and coordination will be needed to adjust the documents to incorporate this Scope of Work.

An enclosed pedestrian bridge design was not part of the Additional Service Agreement #2, so this would be considered Additional Services.

II. SCOPE OF WORK

The Architect shall provide Design Services which include, but are not limited to, the following items:

- A. Architect – Design enclosed bridge connection between the existing DSO building and the new City Hall.

1. Option 1 – Naturally Ventilated

OR

- 2. Option 2 – Mechanically Conditioned

B. Schematic Design Services:

1. Develop conceptual design.
2. Review code requirements including building separation and egress analysis. Meet to discuss implications with City Building and Life Safety reviewer.
3. Coordinate structural and mechanical concepts with engineers.
4. Schematic Design - Includes Floor Plan, Reflected Ceiling Plan, Interior Elevations / Building Sections.
5. Review design with Client / Owner for approval.

C. Design Development Services: Upon Client / Owner approval of Schematic Design Package, provide Design Development Package for the proposed scope of work, to include, but not be limited to, the following items:

1. All items listed above in Schematic Design phase, enhanced to Design Development level of detail.
2. Existing Design Development Documents: Revise and update existing Design Development Documents to incorporate additional scope.

D. Construction Document Services: Upon Client / Owner approval of the Design Development Package, provide Construction Documents for the proposed scope of work, to include, but not be limited to, the following items:

1. Construction Documents: Based on the approved Design Development Package, the Architect and Consultants shall incorporate Client / Owner comments and prepare for approval by the Client / Owner, construction documents and calculations. This set will be used to submit for Building Permit.
2. The Architect shall assist the Client / Owner in connection with the Client's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
3. Architect shall coordinate with additional Consultants selected by Client / Owner

E. Permit / Issue For Construction: Upon Client / Owner approval of the Construction Document Phase, provide Permit services that shall include, but not be limited to, the following items:

1. Process Construction Documents through the Authority Having Jurisdiction (AHJ) for approval and permits.
2. The Architect shall respond to AHJ review comments as required for approval.
3. Issue For Construction Set (100%): Based on the approved Construction Documents, the Architect and Consultants shall prepare Issue for Construction documents and calculations. This set will incorporate the comments and revisions required to obtain a Building Permit.
4. The Architect shall assist the Client in connection with the Client's responsibility for filing documents required for the approval of governmental AHJ.

F. Bid Support Services:

G. Construction Support Services: Architect and Consultants will work with the selected Contractor to provide the following:

1. Review of Shop Drawings and Submittals.
2. Respond to RFI's and issue ASI's / Information Bulletins.

H. **BWE (Structural)** –_Scope per the attached proposal dated 5/20/25.

1. Option 1 – Naturally Ventilated

OR

2. Option 2 – Mechanically Conditioned

I. **WSP (MEPT)** – If the mechanical conditioned option is selected, scope per the attached proposal dated 5/12/25.

III. EXCLUSIONS

- A. Plan check permits and other fees.
- B. Services beyond what are identified in this proposal.

IV. FEE FOR SERVICES

Discipline	Option 1 Natural Ventilation	Option 2 Mechanically Conditioned
Architectural	\$15,000	\$25,000
Structural	\$18,000	\$28,000
Mechanical	\$0	\$6,500
Plumbing		
Electrical		
Low Voltage (Conduit Only)		
Fire Alarm (Deferred Approval)		
Sub Total	\$33,000	\$59,500

All other conditions of the Original Signed Agreement remain the same.

Thank you for this opportunity to be of service.

Agreed to by:

Client / Client's Representative

Signature:

Name:

Title:

Date:

Architect's Representative



Katy Hamilton

Project Manager

SILLMAN

Additional Service 03 – Council Chambers Audio Visual Design	\$68,500.00
Additional Service 04 – Lot Consolidation Parcel Map	\$87,750.00
Additional Service 05 – Enclosed Pedestrian Bridge Design	\$33,000.00

TOTAL FEE (PSA AMENDMENT NO. 3)=	\$189,250.00
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