

**AMENDMENT NO. 9
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF FONTANA
AND
DAVID EVANS AND ASSOCIATES
CONTRACT NO. SQ-12-DE-17**

1. Parties and Date.

This AMENDMENT No. 9 to the Professional Services Agreement is made and entered into as of this 9th day of September, 2025, by and between the City of Fontana, (“City”) and David Evans and Associates, a Corporation with its principal place of business at 4141 East Inland Empire Blvd, Suite 250 Ontario, CA 91764 (hereinafter referred to as the “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 Contract Number SQ-12-DE-17 dated the 10th of January, 2017 (“Agreement”), for the purse of retaining the services of Consultant to provide Professional Engineering Design Services for the San Sevaine Trail Phase 1, Segment 2 Project.

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to revise the scope of services, term and increase the not-to-exceed compensation amount. The parties have heretofore entered into that Amendment No. 8 dated December 12, 2023.

2.3 Amendment Authority. This Amendment No. 9 is authorized pursuant to Section 3.1.2 of the Agreement.

3. Terms.

3.1 Section 3.1.1 of the Agreement is hereby amended in its entirety to read as follows:

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional design consulting services necessary for the Project (“Services”). The additional Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

3.1.2 Term. This contract shall go into effect on September 9, 2025, contingent upon approval by the City of Fontana and Consultant shall commence work after notification to proceed by the City of Fontana's Contract Administrator. The contract shall end on March 31, 2026 unless extended by contract amendment. The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two (2) additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. Consultant is advised that any recommendation for contract award is not binding on the City of Fontana until fully executed and approved by the City of Fontana.

3.3 Section 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. Amendment No. 8 is authorized in the amount of Three Hundred Seventy-Nine Thousand, Three-Hundred Thirty-six Dollars and Thirty-Eight Cents (\$379,336.38). The total compensation shall not exceed One Million, Nine Hundred Seventy-one Thousand, Two Hundred Seventy-seven dollars and Seventy cents (\$1,971,277.70) without written approval of City's Engineering Manager. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.4 Continuing Effect of Agreement. Except as amended by this Amendment No. 9, all other provisions of this Agreement remain in full force and effect and shall govern the action so of the parties under this Amendment No. 9. From and after the date of this Amendment No. 9, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 9.

3.5 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. 9.

3.6 Severability. If any portion of this Amendment No. 9 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 FOLLOWING PAGE]

**SIGNATURE PAGE TO
AMENDMENT NO. 9
TO THE CITY OF FONTANA
PROFESSIONAL SERVICES AGREEMENT**

CITY OF FONTANA

DAVID EVANS AND ASSOCIATES

By: _____
Matthew C. Ballantyne
City Manager

By: _____
Greg Davis
Vice President

Attest:

Attest: I

By: _____
Germaine Key, City Clerk

By: _____
Gabe Rodriguez
Transportation Market Leader

Approved as to form:

Best Best & Krieger LLP
City Attorney

By: _____
Phillip Burum
Deputy City Manager

By: _____
Gia Lam Kim
Director of Public Works/City Engineer

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

Jessica Brown
Chief Financial Officer

Sid Lambert
Purchasing Manager

1 Attestation of Consultant's signature must be obtained when required by the by-laws, articles of incorporation or other laws, rules or regulations applicable to Consultant's business entity.

EXHIBIT "A"
- ATTACHED BEHIND THIS PAGE -

EXHIBIT A