

**AMENDMENT NO. 4 TO AGREEMENT  
FOR PROFESSIONAL SERVICES WITH ADVANTEC**

This Amendment No. 4 to that certain Professional Services Agreement entered into between the Parties is made and entered into as of March 23, 2026 ("Effective Date") by and between the City of Upland, a municipal corporation ("City") and ADVANTEC Consulting Engineers, INC., a California corporation ("Consultant"). City and Consultant are sometimes referred to herein individually as a "Party" and collectively as "Parties."

**RECITALS**

A. WHEREAS, City and Consultant have entered into that certain Professional Services Agreement dated January 1, 2022, for the purpose of providing traffic engineering services to City (the "Original Agreement").

B. WHEREAS, City and Consultant have executed Amendment No. 1 to the Original Agreement dated August 14, 2023 ("Amendment No. 1") for the purpose of providing additional traffic engineering services for an additional compensation of \$50,000 for City fiscal year 2022/23 and the future fiscal years.

C. WHEREAS, City and Consultant have executed Amendment No. 2 to the Original Agreement dated April 22, 2024 ("Amendment No. 2") for the purpose of providing additional traffic engineering services for an additional compensation of \$24,000 for City fiscal year 2023/24.

D. WHEREAS the Parties have executed amendment No. 3 to the Original Agreement dated June 30, 2025 (the Original Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 are hereinafter collectively referred to as "the Amended Agreement") in order to extend the Amended Agreement for an additional one year to include City fiscal year 2025/26 for additional traffic engineering services in accordance with the compensation provisions of the Amended Agreement.

E. WHEREAS the Parties now desire to amend the Amended Agreement in order to increase the 2024/25 compensation by \$49,000 and extend the Amended Agreement for an additional one year to include fiscal year 2026/27 for additional traffic engineering services in accordance with the compensation provisions of the Amended Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this Amendment No. 4 and the Amended Agreement, the Parties mutually agree as follows:

**AGREEMENT**

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Compensation Commencing January 1, 2026. Notwithstanding any provisions in Section 2 of the Amended Agreement to the contrary, (a) the fiscal year compensation for City fiscal year 2025/26 shall not exceed \$199,000, (b) the Schedule of Charges shall be as set forth in Exhibit "A-1" attached hereto and incorporated herein by reference, and (c) the total fiscal year compensation for City fiscal year 2025/26 only shall not exceed \$199,000 without prior approval by the City Council, and (d) the fiscal year compensation for 2026/2027 shall not exceed \$150,000.

3. Electronic Transmission. A manually signed copy of this Amendment No. 4 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 4 for all purposes. This Amendment No. 4 may be signed using an electronic signature.

4. Extension of Amended Agreement. The Amended Agreement is extended for the City's fiscal year 2026/27 through June 30, 2027.

5. Counterparts. This Amendment No. 4 may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 on the Effective Date first herein above written.

**CITY OF UPLAND**

**CONSULTANT**

**ADVANTEC Consulting Engineers, Inc.**

\_\_\_\_\_  
Michael Blay,  
City Manager

\_\_\_\_\_  
Leo Lee, PE  
CEO

ATTEST:

**ADVANTEC Consulting Engineers, Inc.**

\_\_\_\_\_  
Keri Johnson  
City Clerk

\_\_\_\_\_  
Pauline Yip  
Board Member

APPROVED AS TO FORM:

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

EXHIBIT A-1

ADDITIONAL TRAFFIC ENGINEERING SERVICES

[RATE SHEET ATTACHED]



## *ADVANTEC Consulting Engineers*

### Hourly Rates

Effective January 2021

<u>Classification</u>	<u>Rate</u>
Project Director III	\$320 / hour
Project Director II	\$300 / hour
Project Director I	\$280 / hour
Project Manager/Senior Engineer VIII	\$250 / hour
Project Manager/Senior Engineer VII	\$230 / hour
Project Manager/Senior Engineer VI	\$200 / hour
Project Manager/Senior Engineer V	\$180 / hour
Project Engineer/ Planner IV	\$160 / hour
Project Engineer/ Planner III	\$140 / hour
Project Engineer / Planner II	\$130 / hour
Associate Engineer / Planner I	\$120 / hour
Assistant Engineer	\$110 / hour
Design Technician V	\$140 / hour
Design Technician IV	\$120 / hour
Design Technician III	\$100 / hour
Administrative II	\$110 / hour
Administrative I	\$ 95 / hour

### Direct Costs

Effective January 2021

Mileage	\$0.56/mile
In House Plotting (Mylar)	\$20.00 per D-size sheet
In House Plotting (Bond)	\$10.00 per D-size sheet
Other Direct Costs	At Cost + 10% admin