

ATTACHMENT C

AMENDMENT NO. TWO TO PROFESSIONAL SERVICES AGREEMENT WITH ARDURRA GROUP, INC. FOR CONSTRUCTION MANAGEMENT/ENGINEERING SERVICES FOR THE SUPERIOR AVENUE PEDESTRIAN/BICYCLE BRIDGE AND PARKING LOT PROJECT AMENDMENT

THIS AMENDMENT NO. TWO TO PROFESSIONAL SERVICES AGREEMENT ("Amendment No. Two") is made and entered into as of this 23rd day of July, 2024 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and ARDURRA GROUP, INC., a Florida Corporation ("Consultant"), whose address is 1000 N.W. 57th Court, Suite 800, Miami, FL 33126 with a local address of 3737 Birch Street, Suite 250, Newport Beach, CA 92660 and is made with reference to the following:

RECITALS

- A. On March 22, 2022, City and Consultant entered into a Professional Services Agreement ("Agreement") to provide various construction and engineering management services for the construction of the Superior Avenue Pedestrian/Bicycle Bridge and Parking Lot Project ("Project").
- B. On December 7, 2023, City and Consultant entered into Amendment No. One to the Agreement ("Amendment No. One") to extend the term of the Agreement to March 22, 2027.
- C. The parties desire to enter into this Amendment No. Two to increase the total compensation due to a series of challenges and unforeseen issues requiring additional services, value engineering, time impact analysis (TIA) reviews, and efforts to resolve Project completion delays.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. COMPENSATION TO CONSULTANT

Exhibit B to the Agreement shall be supplemented to include the Schedule of Billing Rates, attached hereto as Exhibit B and incorporated herein by reference. Exhibit B to the Agreement, and Exhibit B to Amendment No. Two shall collectively be known as "Exhibit B."

Section 4.1 of the Agreement is amended in its entirety and replaced with the following: "City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all

reimbursable items and subconsultant fees, shall not exceed **One Million Five Hundred Thirty Seven Thousand Twenty Dollars and 00/100 (\$1,537,020.00)**, without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.”

The total amended compensation reflects Consultant’s additional compensation for additional Services to be performed in accordance with this Amendment No. Two, including all reimbursable items and subconsultant fees, in an amount not to exceed **Two Hundred Eighty Six Thousand Eight Hundred Seventy Four Dollars and 00/100 (\$286,874.00)**.

2. INTEGRATED CONTRACT

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment No. Two to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: 7/8/2024

By: 
for Aaron C. Harp
City Attorney

ms
7/2/24

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Will O'Neill
Mayor

ATTEST:

Date: _____

By: _____
Leilani I. Brown
City Clerk

**CONSULTANT: ARDURRA GROUP,
INC., a Florida Corporation**

Date: _____

By: _____
Lisa M. Penna, PE, F.ASCE, QSD
Vice President

Date: _____

By: _____
Catherine Cahill
Chief Financial Officer and Treasurer

[END OF SIGNATURES]

Attachments: Exhibit B – Schedule of Billing Rates

EXHIBIT B

SCHEDULE OF BILLING RATES



Estimated Fee				
Professional Services for Construction Management / Engineering Services				
City of Newport Beach				
Superior Avenue Pedestrian / Bicycle Bridge and Parking Lot (RFP 8020-6)				
City Project No.: 15T09; Federal Project No. CML-5151 (031)				
Start date of evaluation	4/30/2024			
WSWD Date of Completion	7/29/2024			
Holidays Between Start and Completion	2			
Net Working Days to Completion	63			
Pending TIAs				
TIA 002	37			
TIA 003	17			
Expected Working Days Remaining	117			
Original Contract Amount				
				\$ 1,250,146.00
Invoiced to Date (through 4/30/2024)				
				\$ 1,121,709.46
Current Remaining Budget (through 4/30/2024)				
				\$ 128,436.54
Construction		117	Working Days	
TITLE	Est. Hours / Day	Total Hours	Hourly Rate^{1,2}	Extended Fee
Principal-in-Charge / QA / QC	0.00	0	\$230.00	\$ -
Resident Engineer / Construction Manager	3.00	307	\$230.00	\$ 70,610.00
Resident Engineer / Construction Manager (Last Month)	2.00	44	\$230.00	\$ 10,120.00
Assistant Resident Engineer / Inspector ^{3,4,5}	8.00	848	\$165.00	\$ 139,920.00
Assistant Resident Engineer / Inspector ^{3,4,5} (Last Month)	4.00	88	\$165.00	\$ 14,520.00
Project Controls Engineer	0.25	29	\$145.00	\$ 4,241.25
Document Controls	4.00	468	\$120.00	\$ 56,160.00
Labor Compliance Analyst	1	117	\$120.00	\$ 14,040.00
Geotechnical Services - Soils and Materials Testing and Inspection.				\$ 68,105.25
Subtotal Construction				\$ 377,716.50
Post-Construction		15	Working Days	
TITLE	Est. Hours / Day	Total Hours	Hourly Rate^{1,2}	Extended Fee
Principal-in-Charge / QA / QC	0.00	0	\$230.00	\$ -
Resident Engineer / Construction Manager	4.00	60	\$230.00	\$ 13,800.00
Assistant Resident Engineer / Inspector ^{3,4,5}	4.00	60	\$165.00	\$ 9,900.00
Labor Compliance	2.00	30	\$145.00	\$ 4,350.00
Project Controls Engineer	0.25	4	\$145.00	\$ 543.75
Document Controls	4.00	60	\$120.00	\$ 7,200.00
Labor Compliance Analyst	1	15	\$120.00	\$ 1,800.00
Subtotal Post-Construction				\$ 37,693.75
Other Direct Costs				
ITEM				Amount
Subtotal Other Direct Costs				\$ -
Total Estimated Fee to Close Out Project				\$ 415,310.25
Remaining Budget Applied				\$ (128,436.54)
Total Requested Amendment Amount				\$ 286,874.00