

## ATTACHMENT D

### AMENDMENT NO. FIVE TO PROFESSIONAL SERVICES AGREEMENT WITH DOKKEN ENGINEERING FOR SUPERIOR AVENUE OVERCROSSING AND PARKING LOT PROJECT FINAL DESIGN AND ENGINEERING SERVICES AMENDMENT

THIS AMENDMENT NO. FIVE TO PROFESSIONAL SERVICES AGREEMENT ("Amendment No. Five") 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 DOKKEN ENGINEERING, a California corporation ("Consultant"), whose address is 110 Blue Ravine Road, Suite 200, Folsom, CA 95630, and is made with reference to the following:

#### RECITALS

- A. On November 19, 2019, City and Consultant entered into a Professional Services Agreement ("Agreement") to provide final design and engineering services for the Superior Avenue overcrossing and parking lot ("Project").
- B. On January 14, 2020, the City adopted Resolution 2020-04 authorizing and approving the submittal of a funding application ("Application") for an intersection capacity enhancement project to the Orange County Transportation Authority ("OCTA") for funding under the Comprehensive Transportation Funding Program.
- C. On May 11, 2020, OCTA approved the City's Application, in which the City received funds to conduct environmental review and design services for the West Coast Highway Widening and Pedestrian Bridge Project.
- D. On August 25, 2020, City and Consultant entered into Amendment No. One to the Agreement ("Amendment No. One") to reflect additional Services to include the West Coast Highway Widening and Pedestrian Bridge Project (hereinafter collectively referred to as the "Project") not included in the Agreement, and to increase the total compensation.
- E. On March 22, 2022, City and Consultant entered into Amendment No. Two to the Agreement ("Amendment No. Two") to reflect additional Services to include the West Coast Highway Widening and Pedestrian Bridge Project (hereinafter collectively referred to as the "Project") not included in the Agreement, and to increase the total compensation.
- F. On November 29, 2022, City and Consultant entered into Amendment No. Three to the Agreement ("Amendment No. Three") to reflect additional Services related to project updates not included in the Agreement, as amended, to increase the total compensation, update Consultant's Project Manager, amend the Ownership of Documents section, and amend the insurance requirements.

- G. On December 21, 2023, City and Consultant entered into Amendment No. Four to the Agreement (“Amendment No. Four”) to reflect additional Services not included in the Agreement, as amended, to extend the term of the Agreement to November 19, 2024, to increase the total compensation, and to update Consultant’s Project Manager.
- H. The parties desire to enter into this Amendment No. Five to reflect additional Services not included in the Agreement, as amended, to extend the term of the Agreement to December 31, 2025, and to increase the total compensation.

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

**1. TERM**

Section 1 of the Agreement is amended in its entirety and replaced with the following: “The term of this Agreement shall commence on the Effective Date, and shall terminate on December 31, 2025, unless terminated earlier as set forth herein.”

**2. SERVICES TO BE PERFORMED**

Exhibit A to the Agreement shall be supplemented to include the Scope of Services, attached hereto as Exhibit A and incorporated herein by reference (“Services” or “Work”). Exhibit A to the Agreement, Exhibit A to Amendment No. One, Exhibit A to Amendment Two, Exhibit A to Amendment Three, Exhibit A to Amendment Four and Exhibit A to this Amendment No. Five shall collectively be known as “Exhibit A.” The City may elect to delete certain Services within the Scope of Services at its sole discretion.

**3. 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, Exhibit B to Amendment No. One, Exhibit B to Amendment No. Two, Exhibit B to Amendment No. Three, Exhibit B to Amendment No. Four, and Exhibit B to this Amendment No. Five 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 **Two Million One Hundred Twenty One Thousand Four Hundred Ninety Nine Dollars and 00/100 (\$2,121,499.00)**, 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. Five, including all reimbursable items and subconsultant fees, in an amount not to exceed **Nineteen Thousand Dollars and 00/100 (\$19,000.00)**.

#### **4. 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. Five 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

m5  
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: Dokken Engineering, a  
California corporation**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
John A. Klemunes Jr.  
President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Cathy Chan  
Secretary

**[END OF SIGNATURES]**

Attachments:      Exhibit A – Scope of Services  
                         Exhibit B – Schedule of Billing Rates

# **EXHIBIT A**

## **SCOPE OF SERVICES**



June 21, 2024

Andy Tran, P.E.  
City of Newport Beach Project Manager.  
100 Civic Center Drive  
Newport Beach, CA 92660

**RE: City of Newport Beach – SUPERIOR AVENUE PEDESTRIAN/BICYCLE BRIDGE  
AND PARKING LOT PROJECT**

Mr. Tran:

Dokken Engineering (Dokken) was responsible for preparing the project's PS&E package. The project started construction on 2023 with Dokken providing design support during construction services as stated on the original scope and fee for this project. Dokken is pleased to submit Amendment 5 scope and fee to the City of Newport Beach to provide additional design support during construction services for the Superior Avenue Pedestrian/Bicycle Bridge and Parking Lot Project.

**Task 19 Additional Design Support During Construction**

Dokken shall continue providing construction support services including responses to RFIs as requested by the City, review Contractor submittals, and as needed plan revisions,

*Task 19 scope of work will be completed as described on this letter for a not-to-exceed additional fee of \$19,000 (\$15,000 Dokken Engineering + \$4,000 ADL Planning Associates, Inc.).*

If you have any questions or wish to discuss this scope and fee, do not hesitate to give me a call at (916) 858-0643, or contact me by email at [JKlemunes@dokkenengineering.com](mailto:JKlemunes@dokkenengineering.com)

Sincerely,

DOKKEN ENGINEERING

John Klemunes, PE  
Project Manager

# **EXHIBIT B**

## **SCHEDULE OF BILLING RATES**

**Exhibit B - Billing Rates**

Task 19 scope of work will be completed as described on this letter for a not-to-exceed additional fee of \$19,000 (\$15,000 Dokken Engineering + \$4,000 ADL Planning Associates, Inc.).