

## ATTACHMENT B

### **AMENDMENT NO. ONE TO PROFESSIONAL SERVICES AGREEMENT WITH CHAMBERS GROUP, INC. FOR ENVIRONMENTAL SERVICES FOR THE SUPERIOR AVENUE PEDESTRIAN AND BICYCLE BRIDGE AND PARKING LOT PROJECT**

THIS AMENDMENT NO. ONE TO PROFESSIONAL SERVICES AGREEMENT ("Amendment No. One") is made and entered into as of this 10th day of September, 2019 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and CHAMBERS GROUP, INC., a California corporation ("Consultant"), whose address is 5 Hutton Centre Drive, Suite 750, Santa Ana, CA 92707, and is made with reference to the following:

#### **RECITALS**

- A. On May 1, 2019, City and Consultant entered into a Professional Services Agreement ("Agreement") to engage Consultant to provide professional environmental services and support for the Superior Avenue Pedestrian and Bicycle Bridge and Parking Lot Project ("Project").
- B. The parties desire to enter into this Amendment No. One to reflect additional Services not included in the Agreement, and to increase the total compensation.

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

#### **1. 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 and Exhibit A to this Amendment No. One shall collectively be known as "Exhibit A." The City may elect to delete certain Services within the Scope of Services at its sole discretion.

#### **2. COMPENSATION TO CONSULTANT**

Exhibit B to the Agreement shall be amended in its entirety and replaced to include the Schedule of Billing Rates, attached hereto as Exhibit B and incorporated herein by reference ("Services" or "Work"). Exhibit B to Amendment No. One shall 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 Hundred Sixty One Thousand Two Hundred Seventeen Dollars and 00/100 (\$161,217.00)**, 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. One, including all reimbursable items and subconsultant fees, in an amount not to exceed **Forty Four Thousand Two Hundred Forty Two Dollars and 00/100 (\$44,242.00)**.

### **3. 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. One to be executed on the dates written below.

APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE

Date: 8/23/2019

By: *Aaron C. Harp*  
For: Aaron C. Harp  
City Attorney

*08/23/19  
amh*

ATTEST:

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

By: \_\_\_\_\_  
Leilani I. Brown  
City Clerk

CITY OF NEWPORT BEACH,  
a California municipal corporation

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

By: \_\_\_\_\_  
Diane B. Dixon  
Mayor

CONSULTANT: CHAMBERS GROUP,  
INC., a California corporation

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

By: \_\_\_\_\_  
Mike McEntree  
Vice President/Chief Operating Officer

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

By: \_\_\_\_\_  
Alex Gurrola  
Chief Financial Officer/Chief Executive  
Officer

[END OF SIGNATURES]

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

# **EXHIBIT A**

## **SCOPE OF SERVICES**

## **EXHIBIT A SCOPE OF SERVICES**

### **Amendment No. I Environmental Services for the Superior Avenue Pedestrian & Bicycle Bridge and Parking Lot Project**

Consultant shall accomplish the scope of work as described below.

#### **Task 8:1 Additional Visual Simulations**

Subconsultant (Estrada Land Planning) will provide simulations for two additional key viewpoints (in addition to the 4 previously scoped) for the steel truss bridge design. Subconsultant will provide simulations for the six key viewpoints for the concrete span bridge design. These services include:

1. Model and render new concrete bridge into 3-D model.
2. Export 3-D model to photoshop.
3. Edit six simulations in photoshop.
4. Revise simulations per City's comments (1 round).

#### **Task 10: California Coastal Commission Jurisdictional Delineation**

The California Coastal Commission (Commission), through provisions of the California Coastal Act, is empowered to issue Coastal Development Permits for any project located within the Coastal Zone. The Commission's definition of wetlands, as defined in Section 30121 of the Coastal Act and Title 14 §13577 of the Commission's regulations, is distinctly different from the United States Army Corps of Engineers' (USACE) definition of wetlands. According to the Commission's regulations, wetlands are defined as "land where the water table is at, near, or above the land surface long enough to promote the formation of hydric soils or to support the growth of hydrophytes." Both definitions focus on three fundamental wetland characteristics: hydrology, soils, and vegetation. However, while the USACE definition requires the existence of all three wetland characteristics for an area to be considered a wetland, the Commission's definition of wetlands is based on the existence of only two characteristics: wetland hydrology and either a prevalence of hydrophytic vegetation or formation of hydric soils (exceptions include certain areas that lack wetland soils and vegetation for one reason or another). It is noted that under certain circumstances, reliable indicators of all required characteristics are not necessarily apparent, and like Commission wetlands these areas may be delineated as wetlands by the USACE on the basis of indicators of only two of the three characteristics. The Commission routinely makes jurisdictional wetlands determinations based on the presence of one characteristic indicator (i.e., wetland soils or vegetation) unless there is substantial evidence that this indicator is not valid. Nevertheless, the presence of wetland hydrology during some portion of most years is fundamental to the existence of any wetland. However, the Commission will typically assume the presence of wetland hydrology when there is insufficient evidence to conclusively refute the presence of wetland hydrology and when there is a prevalence of hydrophytic vegetation or the formation of hydric soils.

Chambers Group will review available maps and documents pertaining to any wetland and/or jurisdictional resources on site, including vegetation maps, biological survey documentation, and aerial photographs of the area, prior to conducting any fieldwork on site. Aerial photographs and topographic maps will be used to aid in the identification and mapping of potential jurisdictional



wetlands/waterbodies. A Chambers Group wetland delineator will identify and delineate areas located both on site and immediately adjacent to the project area that fall under the wetland regulatory jurisdiction of the Commission using the approach and delineation methodology described above. This will entail using the currently accepted methodology prescribed in the USACE 1987 Wetland Delineation Manual and the USACE 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2) to map the boundaries of any Commission jurisdictional wetlands. Photographs will be taken to document the current conditions of any such wetlands.

Following completion of the fieldwork, Chambers Group will incorporate the methods and results of the delineation fieldwork into a draft report. This will include text describing the results of the limits of jurisdiction pursuant to Commission regulations. In addition, the report will include a map showing the location of any Commission jurisdictional wetlands on or adjacent to the project site and representative photographs of these wetlands. Any wetland data sheets will be provided as an appendix to the report. Chambers Group anticipates no more than one round of client/project team review and revisions to the draft report before finalizing the jurisdictional delineation report.

### Assumptions

- This scope of work does not include agency consultations, permitting services, or subsequent follow-up meetings with the client.
- Meetings and coordination with the agencies regarding the results of the Jurisdictional Delineation are provided in Optional Task 12.
- The cost for this task includes the field survey, ODC's including travel and equipment, and reporting services.

### Task 11: Coastal California Gnatcatcher Focused Surveys and Report

Chambers Group's team of qualified and USFWS permitted biologists will conduct focused surveys within the project site for coastal California Gnatcatcher (CAGN) according to the Coastal California Gnatcatcher (*Poliioptila californica californica*) Presence/Absence Survey Guidelines (USFWS 1997), and includes a 500-foot buffer, where feasible. The appropriate USFWS field office will be notified prior to surveys. Three (3) surveys will be conducted at least one (1) week apart from each other, in accordance with surveys conducted in NCCP/HCP jurisdictions. Complete bird lists will be maintained for each survey day. The locations of the target species and other sensitive species and/or their nests will be documented in field notes and/or approved data sheets, recorded with a handheld Global Positioning System (GPS), mapped onto high-resolution aerial photographs, and photographed clearly showing the location of the species in reference to work areas. Observed territories will be drawn directly onto high-resolution aerial photographs on each survey, resulting in a comprehensive territory map at the close of the season. These territory maps will then be transcribed using GIS software. If a CAGN is identified during the survey efforts, Chambers Group will notify the City immediately to discuss the need for a formal or informal consultation with the agencies.

Following the completion of the CAGN survey effort, Chambers Group will complete a 45-day report of results in accordance with the 1997 USFWS protocol. The draft report will be issued for comment and review within three weeks of the completion of the surveys. Chambers Group will incorporate one

(1) round of comments into a Final Report within ten (10) business days of receipt of comments on the Draft Report. One electronic copy and up to three hardcopies (upon request) of the final report will be provided. The final report will then be submitted to the USFWS and CDFW as appropriate.

#### Assumptions

- The cost for this task includes approximately three (3) full days for one permitted CAGN biologist, ODC's including travel and equipment, agency notification, and reporting.
- This scope of work does not include agency consultations, permitting services, or subsequent follow-up meetings with the client.
- Meetings and coordination with the agencies regarding the results of the CAGN surveys are provided in Optional Task 13.

#### Task 12: Meetings and Coordination Regarding Jurisdictional Delineation

Since Commission wetlands have been identified on the project site, Chambers Group recognizes that in-person meetings with City of Newport Beach (City) representatives and perhaps Commission staff may be needed to discuss and resolve issues involving the wetlands and the proposed project activities. It may also be necessary for Chambers Group biologists to discuss these issues via phone calls (video/audio conference calls) or via email. Therefore, Chambers Group has allocated a maximum of 20 hours for a Senior Biologist and 10 hours for the Director of Biology to 1) attend meetings where Commission wetland jurisdictional issues need to be discussed, 2) participate in video or audio conference calls, and 3) communicate via email or other online means. The hours specified above include travel time for requested meetings.

#### Assumptions

- This scope of work does not include permitting services or subsequent preparation of documents, including letters or memoranda.
- If additional hours are needed beyond what is specified in this proposal, a subsequent change order will be required.

#### Task 13: Meetings and Coordination Regarding Coastal California Gnatcatcher Informal Consultation

Chambers Group understands that if sensitive resources are present, preparation of additional avoidance and protection measures may be required to address potential direct and indirect impacts to the species. Although low quality habitat for CAGN is present within portions of the project site, the likelihood of CAGN to be present on site is low. Presence or absence of this species will be confirmed through focused CAGN surveys as described above. Therefore, Chambers Group proposes to assist the City during negotiations with the agencies for an informal Section 7 consultation. This scope does not include a formal Section 7 consultation. Chambers Group has allocated a maximum of 20 hours for a Senior Biologist and 10 hours for the Director of Biology to attend a site visit with the agencies as part of the negotiation process. This optional task may include Chambers Group biologists to

discuss these issues via phone calls (video/audio conference calls), in person at the City office, or via email. This task may also include the preparation of a memo regarding updates on surveys, sensitive resource issues, avoidance and minimization measures, and other relevant project information.

### Assumptions

- This scope of work does include informal permitting services such as meetings with the City and agencies, and subsequent preparation of a memo document.
- If additional hours are needed beyond what is specified in this proposal, a subsequent change order will be required.



# **EXHIBIT B**

## **SCHEDULE OF BILLING RATES**

**Proposal: Environmental Services for Superior Avenue  
Pedestrian and Bicycle Bridge and Parking Lot**  
City of Newport Beach



CHAMBERS

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Chambers Group, Inc.

Commercial Terms

  

**BILLING RATES**

Charges for all professional, technical, and administrative personnel directly charging time to the project will be calculated and billed on the basis of the following staff category hourly "Billing Rates." Billing Rates include fringe benefits, burden, and fee.

<u>Staff Title</u>	<u>Rate</u>	<u>Staff Title</u>	<u>Rate</u>
Senior Director	220.00	Managing Environ. Planner	180.00
Director/Program Manager	195.00	Senior Environ. Planner	150.00
Sr. Project Manager	160.00	Project Environ. Planner	130.00
Project Manager	135.00	Staff Environ. Planner	110.00
		Environ. Planner	100.00
		Assistant Environ. Planner	90.00
Managing Cultural Resources Specialist	160.00	Managing Biologist / Botanist	180.00
Senior Cultural Resources Specialist	130.00	Senior Biologist / Botanist	145.00
Project Cultural Resources Specialist	115.00	Project Biologist / Botanist	125.00
Staff Cultural Resources Specialist	100.00	Staff Biologist / Botanist	110.00
Cultural Resources Specialist	90.00	Biologist / Botanist	100.00
Assistant Cultural Resources Specialist	70.00	Assistant Biologist / Botanist	90.00
Senior GIS Analyst	143.00		
Staff GIS Analyst	118.00		
GIS Technician	103.00		
Project Controls Specialist	90.00		
Project Assistant/Tech. Editor	80.00		
Word Processor	70.00		
Clerical/Technician	60.00		

**The full scope of work detailed in Exhibit A will be executed for a not-to-exceed amount of \$161,217.00**

CHAMBERS FORM 102 (10/04)

