

## ATTACHMENT A

### **AMENDMENT NO. FOUR TO PROFESSIONAL SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. FOR ARCHES DIVERSION PROJECT – DESIGN AND PERMITTING**

THIS AMENDMENT NO. FOUR TO PROFESSIONAL SERVICES AGREEMENT ("Amendment No. Four") is made and entered into as of this 14th day of January, 2020 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and STANTEC CONSULTING SERVICES, INC., a New York Corporation ("Consultant"), whose address is 38 Technology, Suite 100, Irvine, California 92618, and is made with reference to the following:

#### **RECITALS**

- A. On November 22, 2016, City and Consultant entered into a Professional Services Agreement ("Agreement") to provide a field survey, construction documents, storm drain easement, permit applications and perform flow and water quality monitoring services for the Arches Storm Drain Weather Diversion Project ("Project").
- B. On September 7, 2018, City and Consultant entered into Amendment No. One ("Amendment No. One") to the Agreement to reflect additional Services not previously included in the Agreement, extend the term of the Agreement to December 31, 2020, to increase the total compensation, and to update the "Notices" section of the Agreement.
- C. On December 12, 2018, City and Consultant entered into Amendment No. Two ("Amendment No. Two") to the Agreement to reflect additional Services not previously included in the Agreement, and to increase the total compensation.
- D. On June 20, 2019, City and Consultant entered into Amendment No. Three ("Amendment No. Three") to the Agreement to reflect additional Services not previously included in the Agreement, and to increase the total compensation.
- E. The parties desire to enter into this Amendment No. Four to reflect additional Services not included in the Agreement, as amended, 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, Exhibit A to Amendment No. One, Exhibit A to Amendment No. Two, Exhibit A to Amendment No. Three and Exhibit A to this Amendment No. Four, 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 supplemented to include the Schedule of Billing Rates, attached hereto as Exhibit B and incorporated herein by reference ("Services" or "Work"). Exhibit B to the Agreement, Exhibit B to Amendment No. One, Exhibit B to Amendment No. Two, Exhibit B to Amendment No. Three and Exhibit B to this Amendment No. Four, 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 **Three Hundred Forty Seven Thousand Three Hundred Eighty Six Dollars and 00/100 (\$347,386.00)**, 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. Four, including all reimbursable items and subconsultant fees, in an amount not to exceed **Thirty Five Thousand Two Hundred Dollars and 00/100 (\$35,200.00)**.

## 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. Four to be executed on the dates written below.

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

Date: 12/12/2019

By: *Aaron C. Harp*  
For: Aaron C. Harp *12.11.19*  
City Attorney

**ATTEST:**

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

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

**CITY OF NEWPORT BEACH,  
a California municipal corporation**

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

By: \_\_\_\_\_  
Will O'Neill  
Mayor

**CONSULTANT: Stantec Consulting  
Services, Inc., a New York Corporation**

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

By: \_\_\_\_\_  
Eric Nielson  
Executive Vice President

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

By: \_\_\_\_\_  
Jeffery P. Stone  
Assistant Secretary

**[END OF SIGNATURES]**

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

## **EXHIBIT A SCOPE OF SERVICES**

### **1. Additional Plan Revisions and Supporting Documents**

Consultant shall provide additional engineering services, including additional coordination and research to add a larger site plan showing Caltrans Right-of-Way ("R/W") and alternate power source at Old Newport Boulevard ("ONB"), add two (2) new manhole bases with sump details, incorporate applicable precast products by Jensen and Eisel, prepare three (3) new trash rack details, make revisions to the cleanout and control box detail for the test meter installation and flow meter calibration process, add provisions for future Supervisory Control and Data Acquisition ("SCADA") expansion, specify Myers Cabinets for enhanced security, and revise the electrical plans to reflect an alternate power source at ONB site, the new cabinets, and revised site layouts.

Consultant shall assist in the coordination efforts for and preparation of the Caltrans Encroachment Permit ("EP") application, the supporting documents transfer, and EP cover letter. Prepare a Hydrology and Hydraulics Memo with supporting calculations and exhibits for inclusion with the EP application. Prepare supporting pothole information with a summary exhibit for inclusion with the EP package. Consultant shall update the Water Pollution Control Program ("WPCP") and Water Pollution Control Drawings ("WPCD") to match revisions to the ONB site layout.

### **2. SCADA Meeting, Coordination, Specifications**

Consultant shall attend coordination meetings with City staff to review remote sensing and control system options, including but not limited to, SCADA Systems. Review SCADA System specifications and coordinate with the City and the City's SCADA consultant, to review and incorporate the necessary specifications, product data, and control narrative by XiO into the respective Project Technical Appendices for each diversion site.

### **3. Civil, Electrical, & Traffic Plan Revisions**

Consultant shall prepare final civil and electrical plans and specifications for the proposed ONB and Hoag sites with SCADA system integration. Update civil and electrical base files to incorporate SCADA components and references. Implement City markups received on the 99% submittal package including but not limited to ONB cabinet relocation with access paving, revise elbows to sweeps, show additional conduit runs and spare conduits, verify cabinet size and specification for expanded SCADA equipment, provide additional coordination with Grating Pacific to revise diversion grate detail for drop in configuration, modify grate connection details, and obtain new quotes, and coordinate and revise Hoag plans to reflect power supply and maintenance conditions of the pending Agreement.

As requested by Caltrans EP review, Consultant shall revise the Traffic Control Plan for ONB to expand the closure to include the northbound shoulder of Newport Blvd. Consultant shall also define the necessary Temporary Pedestrian Access Route ("TPAR") with references to the appropriate Caltrans Standard Plan. As requested by Hoag Hospital for planning and public safety, Consultant shall prepare a Traffic Control Plan to define appropriate flagging and signage on Hoag Road.

This task includes two (2) submittals of the final ONB and Hoag sites with SCADA system integration with one (1) round of review, coordination, and incorporation of minor comments from the City, and one (1) resubmittal as required to complete the Project design phase.

#### **4. Caltrans Encroachment Permit Comment Incorporation & Processing**

Consultant shall review and incorporation of significant comments from Caltrans EP review at the ONB site. Prepare a formal response comments letter. Assemble referenced supporting informational attachments including structural calculations, product information, technical specifications, geotechnical report, standard plans, etc. Among other plan revisions, Consultant shall provide additional general notes for contaminated soils and test water disposal, dewatering and shoring requirements, references to Occupational Safety and Health Administration ("OSHA") and Caltrans specifications for trenching, paving, and site repairs, improved R/W definition, perform structural calculations for wetwell vertical stability, evaluation of cast-in-place ("CIP") wetwell invert slab, and assessment of CIP Reinforced Concrete Box ("RCB") access shaft support collar.

This task includes two (2) submittals of the final ONB site with SCADA system integration with one (1) round of review, coordination, and incorporation of minor comments from Caltrans, and one (1) resubmittal as required to complete the Project design phase.

#### **5. Additional Project Management, Coordination, and Meetings**

This task covers project management and coordination time to complete the Project. This task provides twenty (20) hours of Consultant manager time to recover attendance at Project presentation meetings and additional meetings – three (3) meetings total - with City staff and maintenance personnel.

#### **Assumptions & Exclusions**

The following assumptions are made with regard to this scope of work.

- Project specific Landscaping and Irrigation plans are not required to obtain a Caltrans EP or to complete the work at the ONB Diversion Site. The current plans incorporate and direct the Contractor to modify, maintain, and reestablish landscaping and irrigation as defined in the recent OCSD, Project No. 06-17, District 6 Trunk Sewer Relief Project.
- Project specific Landscaping and Irrigation plans are not required for the relocated Hoag Diversion Site. The previous landscaping and irrigation plans will be removed and replaced with landscaping and irrigation notes directing the Contractor to modify, maintain, and reestablish existing landscaping and irrigation to equal or better condition.

**EXHIBIT B  
SCHEDULE OF BILLING RATES**

Additional Plan Revisions and Supporting Documents	\$9,700.00
SCADA Meeting, Coordination, Specifications	\$3,400.00
Civil, Electrical, & Traffic Plan Revisions	\$12,200.00
Caltrans Encroachment Permit Comment Incorporation & Processing	\$6,300.00
Additional Project Management, Coordination, and Meetings	\$3,600.00
<b>Total Not to Exceed Amount of Amendment No. Four</b>	<b>\$35,200.00</b>