

ATTACHMENT B

AMENDMENT NO. ONE TO PROFESSIONAL SERVICES AGREEMENT WITH PSOMAS FOR ENGINEERING DESIGN SERVICES FOR THE WATER MAIN TRANSMISSION MAIN VALVE REPLACEMENT - PHASE 2 & ALTA VISTA REGULATOR RELOCATION PROJECT

THIS AMENDMENT NO. ONE TO PROFESSIONAL SERVICES AGREEMENT ("Amendment No. One") is made and entered into as of this 24th day of March, 2020 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and PSOMAS, a California corporation ("Consultant"), whose address is 3 Hutton Centre Drive, Suite 200, Santa Ana, California 92707, and is made with reference to the following:

RECITALS

- A. On September 24, 2019, City and Consultant entered into a Professional Services Agreement ("Agreement") for professional engineering design services for the Transmission Main Valve Replacement - Phase 2 and Alta Vista Regulator Relocation 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 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 and Exhibit B to this Amendment No. One 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 Hundred Sixty Four Thousand Eight Hundred Sixty Eight Dollars and 00/100 (\$264,868.00)**, 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 **Eighty Two Thousand Eight Hundred Forty Eight Dollars and 00/100 (\$82,848.00)**.

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: 3/12/20

By: 
Aaron C. Harp MMW 3-12-20
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: PSOMAS, a California corporation

Date: _____

By: _____
Joseph L. Boyle
Vice President

[END OF SIGNATURES]

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

EXHIBIT A SCOPE OF SERVICES

ENGINEERING DESIGN SERVICES FOR THE WATER TRANSMISSION MAIN VALVE REPLACEMENT - PHASE 2 & ALTA VISTA REGULATOR RELOCATION PROJECT – AMENDMENT NO. 1

Amendment No. 1 additional services to include additional design/drawings for the following changes to the project:

16th Street Reservoir and Pump Station (Attachment A)

Replace two 36-inch butterfly valves (BFV's) located within a concrete vault at the 16th Street pump station. This item excludes any improvements to the vault and vault appurtenances. The vault is to be protected in place.

Jamboree Road and Back Bay Drive (Attachment B)

This work is based on the City's 90% review comments on Sheet 10. The work includes abandonment of a 10-inch DIP water main in Jamboree Road from PCH to Back Bay Drive and connection of the existing 12-inch ACP and 10-inch DIP water mains to the existing 30-inch RCSCP water main at the intersection of Jamboree Road and Back Bay Drive.

Big Canyon Reservoir Control Building Basement (Attachment C)

- Replace 48-inch BFV that controls CM-8 flow. Install new electronic actuator and demolish the existing hydraulic lines.
- Replace 36-inch influent/effluent by-pass BFV. Install new electronic actuator and demolish the existing hydraulic lines.
- Demolish hydraulic pump and associated electrical.
- Replace 30-inch BFV valve on the Zone 2 effluent line.
- Replace 12-plus feet of 30-inch and 12-plus feet of 48-inch effluent steel pipe coming out of the basement.
- Work at the BCR control building excludes structural engineering.

15th and Irvine Ave

- Valve # N07_094
- Remove vault and replace 18-inch BFV with a new 30-inch BFV.

San Miguel just South of Eastgate/Spyglass Hills Road

- Valve # N13_072
- Remove vault and replace piping. Re-install existing 12-inch gate valve.

PCH just East of Jamboree

- Valve # L10_132
- Remove vault and replace 30-inch BFV. This valve needs to be replaced prior to the work in the Jamboree/PCH intersection.

The following table presents the list of anticipated drawings for the additional work.

Table 1 – Additional Drawings	
Item	Description
1	16th Street Pump Station – Location Map and Demolition Plan
2	16th Street Pump Station – Valve Replacement Plan and Section
3	Jamboree Rd and Back Bay Drive – Location Map and Pipeline Improvement Plan
4	15th and Irvine Ave– Location Map and Valve Demolition Plan
5	15th and Irvine Ave – Valve Replacement Plan and Section
6	San Miguel s/o Eastgate/Spyglass Hills Road– Location Map and Demolition Plan
7	San Miguel s/o Eastgate/Spyglass Hills Road – Valve Replacement Plan and Section
8	PCH e/o Jamboree Road – Location Map and Demolition Plan
9	PCH e/o Jamboree Road – Valve Replacement Plan and Section
10	BCR Control Building Basement – Demolition Plans
11	BCR Control Building Basement – Mechanical Improvement Plans
12	BCR Control Building Basement – Mechanical Improvement Sections
13	BCR Control Building Basement - Details
14	Electrical Symbol List & Abbreviations
15	Instrumentation and Controls Legend
16	Power and Instrumentation Plan
17	Motorized Valve Control Schematic Diagram and PLC I/O Wiring Diagram
18	Control Panel Backpan and Door Layout
19	Piping & Instrumentation Diagram

Base maps for the new locations shall be compiled using record drawings and thorough site visits to confirm existing facilities and configurations of the existing valves and components. Consultant shall reconcile any discrepancies noted to finalize the base maps for each valve location. A topographic survey is not included in this additional scope of services, and as such, the accuracy of the drawings will be commensurate with the availability and accuracy of existing record drawings. This additional work will be included in the 100% PS&E review submittal.

Consultant anticipates submitting the 100% PS&E **eight (8) weeks** after the receipt of the notice to proceed.

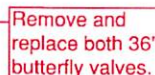
The work shall be completed in accordance with the current agreement, Contract No. C-7539-2, including task descriptions and deliverables. Consultant understands the City does not require assistance for Task 6 Bidding Phase Assistance and has asked Consultant to include preparation of as-built plans. Consultant has added the following task to complete as-built plans for the additional sheets presented in Table 1:

Task 7 Prepare As-built Plans

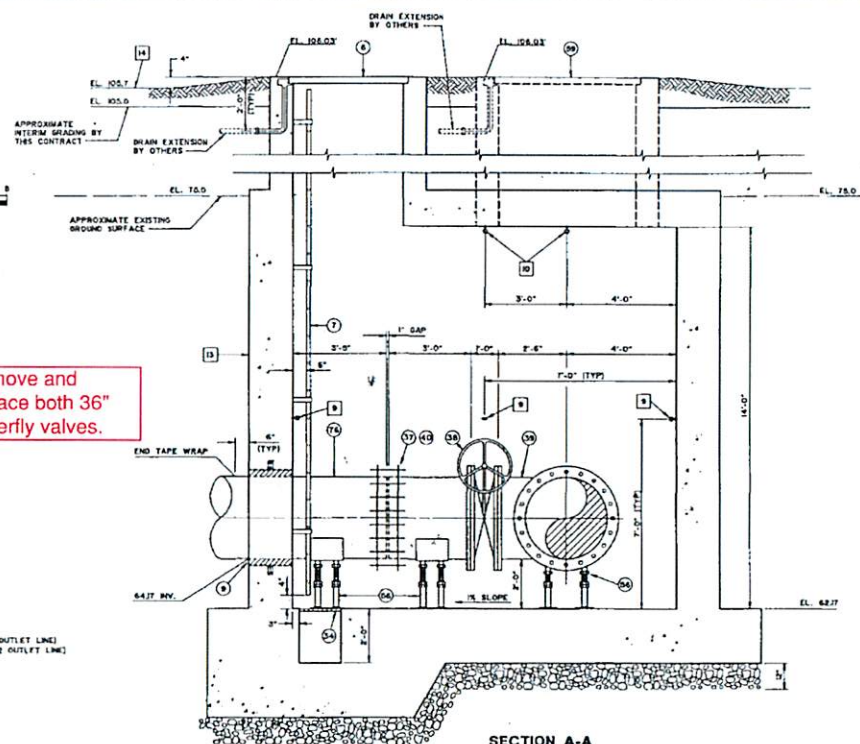
Consultant shall incorporate the Contractor's as built redline comments and prepare As-built Plans for the plan sheets listed in Table 1.

Deliverables: A PDF of 24"x36" drawings and electronic version of the documents in AutoCAD 2018 format.

9	LIFTING EYE AT THE LOCATION SHOWN PER SHEET NO. S-8.
10	LIFTING EYE ABOVE EACH 36" BUTTERFLY VALVE PER SHEET NO. S-9.
12	36" FLEX COUPLERS PER DETAIL 2, SHEET NO. M-5.
13	OUTLET VALVE VAULT APPURTENANCES AND FLEX COUPLERS PER DETAIL 1, SHEET NO. M-4 AND SHEET NO. S-9.
14	FUTURE FINISHED SURFACE BY OTHERS.
19	SEE SHEET NO. M-4 FOR CONTINUATION OF VAULT VENT PIPING AND VENT STACK LOCATIONS.



OUTLET VALVE VAULT DETAIL NO.1



CONSTRUCTION NOTES

- (1) INSTALL 3" PVC SOH NO WENT PP
 - (2) INSTALL 8" x 8" STAINLESS STEEL ACCESS DOOR USE FOAMGY NO. TWO WITH H-20 TRAFFIC LIONS. ACCESS DOOR SHALL BE TWO PCE. HIKED, SPRING ASSISTED, DIAMOND PLATE STAINLESS STEEL WITH 1/2" HATCH CHANNEL DRAIN EXTENDING UNDER VAULT AS SHOWN. EXTEND DRAIN 6" OUTSIDE VAULT WALL AND INSTALL 1/2" CAP.
 - (3) INSTALL 14" x 36" STAINLESS STEEL LADDER PER OSHA REQUIREMENTS WITH TWO SIDE RAIL. EXTENSIONS NONE ON EACH SIDE OF RAIL AND 4" OUTSIDE RAIL PREVENTION DEVICE. SECURE LADDER TO WALL PER SECTION NO. 1.8.
 - (4) INSTALL 1/8" SLAT WALL SLEEVE AND INTER-LOCKING RUBBER LIP. MECHANICAL GLANDS AS MANUFACTURED BY THUNDERBOLT CORPORATION.
 - (5) INSTALL CAST IRON GRATE AND FRAME, ALUMINUM NO. A-2000 OVER 6'-6" SQUARE, 2" DEEP CONCRETE SLAB.
 - (6) INSTALL 36" STYLE 44 VICTALCUL COUPLING.
 - (7) 36" CARBID STEEL PPE SPARKLE PPL 3" SHOULDERED ENDS 1'-0" LONG.
 - (8) INSTALL 36" LONG SLEEVE FLEXIBLE COUPLING STEEL.
 - (9) INSTALL 36" BUTTERFLY VALVE 1/2" x FLG.
 - (10) INSTALL 36" CARBID FORGED STEEL TEE PLS x FLG.
 - (11) INSTALL 36" CM. STEEL PPE SPARKLE PPL x PEI 3'-0" LONG.
 - (12) INSTALL 36" CARBID STEEL PPE PPE x PEI.
 - (13) INSTALL PPE SUPPORT ASSEMBLY PER DETAIL 1 SHEET NO. M-6.
 - (14) INSTALL 8" x 8" STEEL ACCESS DOOR USE FOAMGY NO. TWO WITH H-20 TRAFFIC LIONS. ACCESS DOOR SHALL BE TWO PCE. HIKED, SPRING ASSISTED, DIAMOND PLATE STAINLESS STEEL WITH 1/2" HATCH CHANNEL DRAIN EXTENDING UNDER VAULT WALL AS SHOWN. EXTEND DRAIN 6" OUTSIDE VAULT WALL.
 - (15) 36" CARBID STEEL PPE PPE x UNSHROULDED ENDS. EXTEND TAPE WRAPPING 8" INSIDE VAULT VAULT.

ATTACHMENT A

OF AWWA M
ADLY TO ALLO
6" INSIDE

DANIEL BOYLE ENGINEERING, INC.

Barbara
PROJECT ENGINEER 48706 RCE NO. 1/29/75 DATE

J. G. D. S.
PROJECT MANAGER 48006 RCE NO. 1/21/75 DATE

DATE	BY	DESCRIPTION	AMOUNT
REVISIONS			

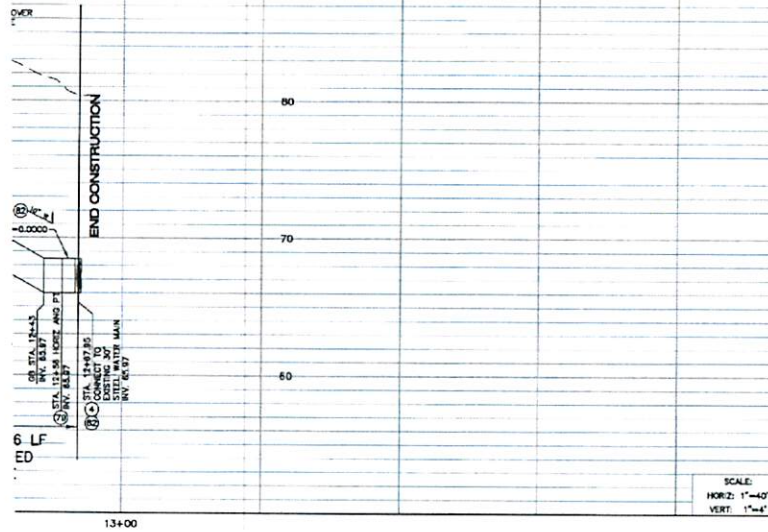
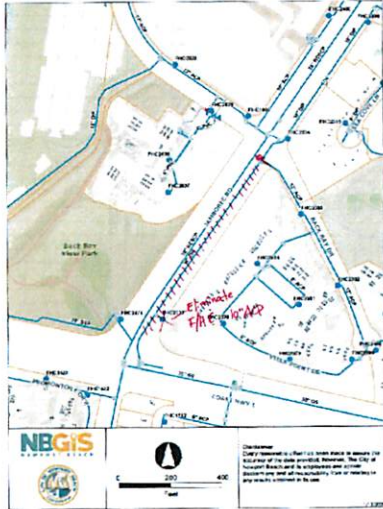
3.0 MILLION GALLON
16TH STREET RESERVOIR

OUTLET VALVE VAULT

Y OF NEWPORT BEACH	W-523-5
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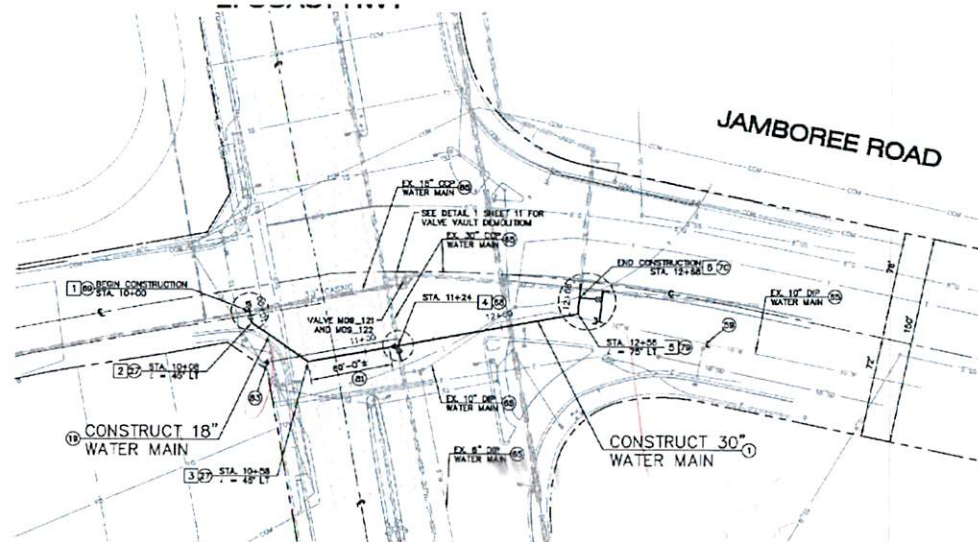
UTILITIES DEPARTMENT

C-2964-B



- ### CONSTRUCTION NOTES
- INSTALL 30" CML & C STEEL PIPE
 - INSTALL 30" CML & C STEEL TEE
 - INSTALL 30" X 18" CML & C STEEL REDUCER
 - INSTALL 18" CML & C STEEL PIPE
 - INSTALL 18" CML & C STEEL 45° ELBOW
 - INSTALL 10" DI PLUM, CL 52
 - FILL ABANDONED PORTION OF WATER PIPE WITH CEMENT SLURRY (ONE SACK)
 - CONNECT TO EXISTING 30" STEEL WATER MAIN PER DETAIL 1
 - CONNECT TO EXISTING 18" STEEL WATER MAIN PER DETAIL 1
 - CONNECT TO EXISTING WATER MAIN PER DETAIL 1
 - INSTALL 30" X 18" CML & C STEEL TEE
 - INSTALL 30" CML & C STEEL 75° ELBOW
 - REMOVE INTERFERING PORTION OF OLD POH POH ROADWAY AS NECESSARY FOR INSTALLATION OF NEW PIPELINE. THE POH SECTION IS APPROXIMATELY 15' THICK WITH STEEL REINFORCING AND DOES NOT NEED TO BE REPLACED.
 - POT-HOLE UTILITY PER PROJECT SPECIFICATIONS
 - 2" COMBINATION AIR RELEASE VALVE ASSEMBLY PER CITY OF NEWPORT BEACH STD-010-L

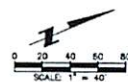
- ### NOTES TO CONTRACTOR
- LOCATION AND DEPTHS OF EXISTING UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY DEPTHS OF ALL CROSSING UTILITIES PRIOR TO START OF WORK.
 - ALL CONCRETE SIDEWALKS, CURBS AND GUTTER, AND MEDIANS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED AND SAWCUT TO THE NEAREST TRANSVERSE SCORE MARK OR ADJUSTABLE CONTROL JOINT/MEADOWS PLAN JOINT AND REPLACED IN CONFORMANCE WITH CITY OF NEWPORT BEACH STANDARDS. ALL EXPOSED CONCRETE SURFACES SHALL CONFORM IN GRADE, COLOR AND FINISH AS ADJOINING IMPROVEMENTS.
 - IF PIPE JOINT ENCOUNTERED DURING CONSTRUCTION, CONTRACTOR TO ADJUST PIPE REPLACEMENT AS NECESSARY.
 - TRENCH RESURFACING PER CITY OF NEWPORT BEACH STD-010-L-R.
 - CONTRACTOR RESPONSIBLE FOR COORDINATING BUS ROUTE CLOSURES WITHIN THE CONSTRUCTION WORK AREA WITH THE CITY OF NEWPORT BEACH.



COORDINATE TABLE		
NO.	NORTHING	EASTING
1	2,170,433.61	6,062,175.49
2	2,170,431.81	6,062,183.65
3	2,170,406.59	6,062,225.50
4	2,170,523.14	6,062,239.80
5	2,170,651.86	6,062,256.30
6	2,170,857.41	6,062,257.72

ATTACHMENT B

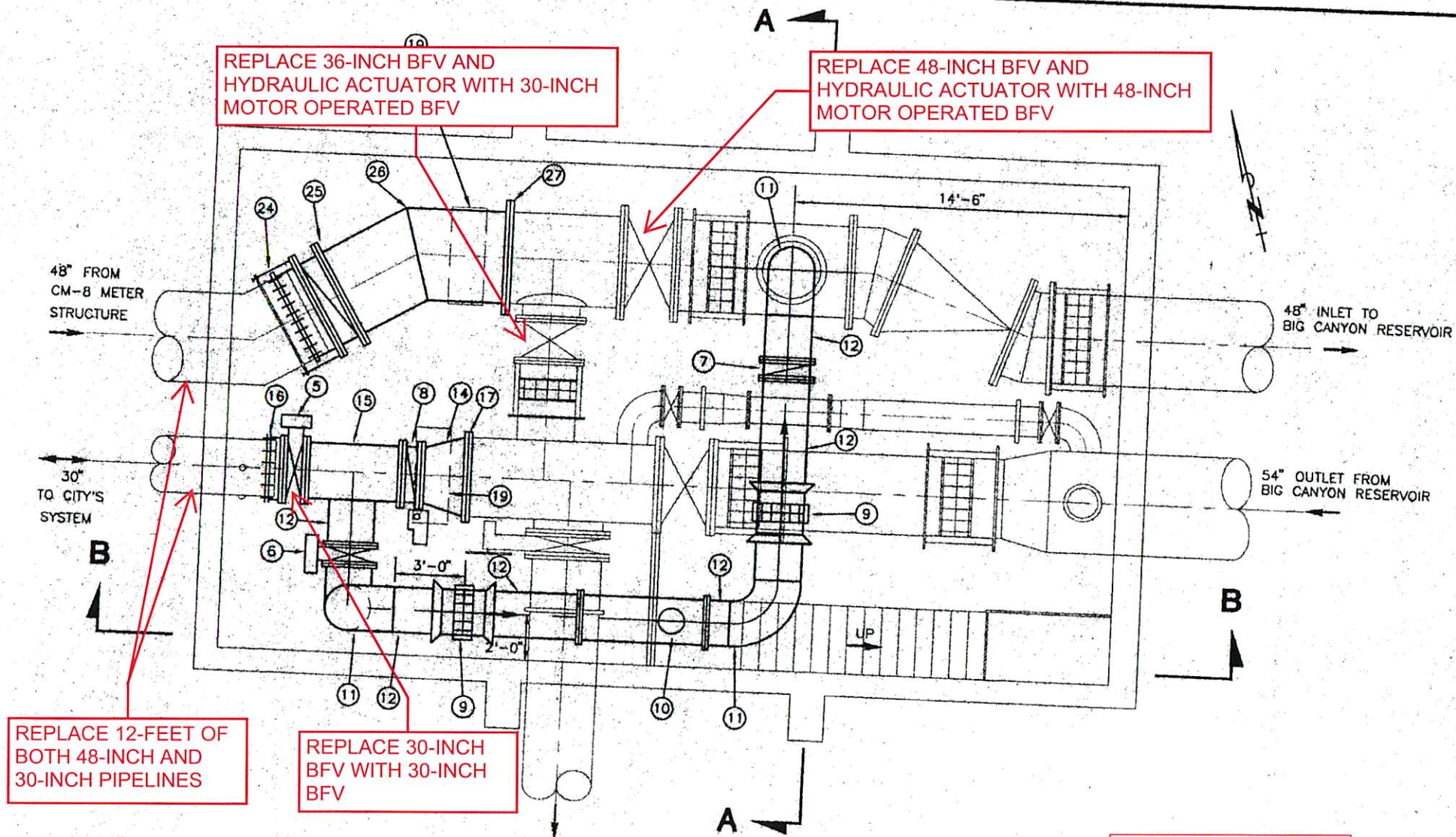
90% SUBMITTAL C-7539-2



PSOMAS
 3 Hutton Centre Drive
 Suite 200
 Santa Ana, CA
 (714) 751-7373 Fax (714) 545-8883

NO.	DATE	DESCRIPTION OF REVISIONS	APPROVED	CHECKED	DATE

**WATER TRANSMISSION MAIN (PHASE II)
 VALVE REPLACEMENT**
 VALVE MCB_121 AND MCB_122 E. COAST HWY AT JAMBOREE RD
 CITY OF NEWPORT BEACH
 PUBLIC WORKS DEPARTMENT
 W-XXXX-S
 SHEET 10 OF 19



PROPOSED PIPING PLAN - FLOW CONTROL BUILDING
SCALE: 1/4"=1'-0"

ATTACHMENT C

CONSTRUCTION NOTES

**EXHIBIT B
SCHEDULE OF BILLING RATES**

**ENGINEERING DESIGN SERVICES FOR THE
WATER TRANSMISSION MAIN VALVE REPLACEMENT - PHASE 2 & ALTA VISTA
REGULATOR RELOCATION PROJECT – AMENDMENT NO. 1**

Cost of additional Services provided under Amendment No. One shall not exceed \$82,848.00.

Scope of Work Tasks		PSOMAS					Linktute				Total Hours	Fee	Direct Costs	Total Fee
		In-House Labor Hours					Labor Hours							
		PM	QC	PE	CADD	PA	PM	SE	CADD	PA				
		\$210	\$240	\$135	\$115	\$100	\$195	\$170	\$156	\$74				
1	Project Management and Meetings	18	0	0	0	2	7	0	0	2	29	\$5,430	\$300	\$5,730
2	Utilities Record Research	2	0	0	4	18	0	0	0	0	24	\$2,680	\$200	\$2,880
3	Prepare 90% PS&E (Not Used)	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
4	Prepare 100% PS&E	80	8	60	160	9	2	4	7	0	330	\$48,327	\$0	\$48,327
5	Prepare Final PS&E	20	8	30	40	12	2	3	6	0	121	\$17,818	\$200	\$18,018
6	Bidding Phase Assistance	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
7	Prepare As-built Plans	6	0	4	50	0	0	0	2	0	62	\$7,893	\$0	\$7,893
Total Estimated Hours and Fee		126	16	94	254	41	11	8	14	2	566	\$82,148	\$700	\$82,848