

C-5209

**AMENDMENT NO. ONE TO
DESIGN PROFESSIONAL SERVICES AGREEMENT
WITH GABLE ENGINEERING, INC. FOR
MARINA PARK**

THIS AMENDMENT NO. ONE TO AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment No. One") is made and entered into as of this 11th day of ~~JANUARY~~ FEBRUARY, 2013 ("Effective Date") by and between the CITY OF NEWPORT BEACH, a California Municipal Corporation ("City"), and Gable Engineering, Inc., a California corporation ("Consultant"), whose address is 2700 W. Coast Highway, Suite 220, Newport Beach, CA 92663 and is made with reference to the following:

RECITALS

- A. On August 15, 2012, City and Consultant entered into a Professional Services Agreement ("Agreement") for project management services for the Marina Park Project ("Project").
- B. City desires to enter into this Amendment No. One to reflect additional services not included in the Agreement, to extend the term of the Agreement to December 31, 2013 and to increase the total compensation.
- C. City and Consultant mutually desire to amend the Agreement, as provided below.

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

1. TERM

Section 1 of the Agreement shall be amended in its entirety and replaced with the following: The term of this Agreement shall commence on August 15, 2012, and shall terminate on December 31, 2013 unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

Section 2 of the Agreement shall be supplemented to include Addendum No. 1 to Proposal for Project Management Services dated December 14, 2012 which is attached hereto as Exhibit A and incorporated herein by reference. The City may elect to delete certain tasks of the Scope of Services at its sole discretion.

3. COMPENSATION TO CONSULTANT

Section 4.1 shall be 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, Schedule of Billing Rates attached to the Agreement as Exhibit B. Consultant's total amended compensation for all work performed in accordance with this Agreement including all reimbursable items and subconsultant fees, shall not exceed **Eighty Five Thousand Dollars and 00/100**

(\$85,000.00) 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.

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 Agreement to be executed on the dates written below.

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Date: 1/18/12

By: [Signature]

Aaron C. Harp
City Attorney

*198A
10/17*

CITY OF NEWPORT BEACH,
A California municipal corporation

Date: 2/4/13

By: [Signature]

Dave Kiff
City Manager

ATTEST:

Date: 2-11-13

By: [Signature]

Leilani I. Brown
City Clerk

CONSULTANT: Gable Engineering, Inc.,
a California corporation

Date: 12/24/12

By: [Signature]

Mark S. Reader
President and Treasurer



[END OF SIGNATURES]

Attachments: Exhibit A – Addendum No. 1 to Proposal for Project Management Services

document1

EXHIBIT A



GABLE CONSULTING, Inc.

Addendum No. 1 to

Proposal for Project Management Services

Date: December 14, 2012

Mr. Dave Webb
Assistant Public Works Director
3300 Newport Blvd.
City of Newport Beach, CA

Re: Marina Park Project

The Project Management services outlined per the Scope of Services dated July 31st, 2012 to complete the Regulatory Permitting and continued negotiations with SCE for the purchase of the vacant substation parcel is still ongoing. Exhibit "B" of the previous Scope of Services anticipated project demolition would begin in early January 2013 and estimated a work effort from May 01, 2012 to December 21, 2012. I appreciate the opportunity to provide continued Project Management Services to assist the city with the Marina Park project.

Project Understanding and Scope

Gable Consulting (GC) shall provide engineering design review and project management services to assist the city of Newport Beach with the Marina Park Project through the various phases of the Project which include (1) Finalizing Regulatory Agency Processing (2) Negotiate the Purchase and sale of the SCE Vacant substation parcel. (3) Review Final Design and Engineering Documents as requested (4) Assist with Construction Bid and Award of the various project phases.

Regulatory Agency Processing

The Phase III Marina Park plans have been submitted for agency processing. Tasks associated with Agency Processing include:

- 1) Assist city with obtaining a Coastal Development Permit with the California Coastal Commission.
- 2) Assist with obtaining ACOE 404 permits.
- 3) Assist city to manage consultant team to address comments from regulatory agencies.

SCE Vacant Substation Parcel

- 1) Assist City with purchase of vacant substation parcel owned by SCE.

Final Design and Engineering

- 1) Review SWPPP Document
- 2) Review civil and offsite plans
- 3) Assist with Earthwork Quantities

Construction Bid and Award

Assist city with any of the items listed below as requested:

- 1) Review architects and engineers probable construction cost estimates
- 2) Determine bid items and alternate pay quantities
- 3) Prepare project specifications
- 4) Prepare Notice of Inviting Bids
- 5) Conduct and/or manage pre-bid conferences, kickoff meetings and site visits.
- 6) Assist the City in evaluating bids and in verifying background of responsible low bidder
- 7) Assist the City in reviewing the bonds and insurance certificates for the responsive and responsible low bidder.

The above Scope of Services should address the items the City requires to complete the design and permitting of the Project and I look forward to working with you toward a successful completion.

The work effort is estimated for an additional 32 weeks at an average of 10 hours per week.

Total amount of estimated time: 320 hours

Estimated Cost Project Manager: (320)(\$125) = \$40,000

Total Estimated Project Cost: \$40,000

It should be noted that these hours will be billed on a time and materials basis for services requested by the city. I look forward to working with you toward a successful completion of this project.

Sincerely,

Mark S. Reader, PE

Mark S. Reader, P.E.
President
Gable Engineering Inc