

**AMENDMENT NO. ONE TO
DESIGN PROFESSIONAL SERVICES AGREEMENT
WITH DUDEK FOR DOLPHIN/TAMURA WATER WELLS & 16TH
STREET PUMP STATION VARIABLE FREQUENCY DRIVE AND
MOTOR IMPROVEMENTS**

C-577-1
2013, THIS AMENDMENT NO. ONE TO DESIGN PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of the ~~11th~~ day of ~~November~~ ^{FEBRUARY} 2012, by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and DUDEK, a California corporation ("Consultant"), whose address is 605 Third Street, Encinitas, CA 92024, and is made with reference to the following:

RECITALS

- A. On August 23, 2012, City and Consultant entered into a Design Professional Services Agreement ("Agreement") for professional engineering services for the Dolphin/Tamura Water Wells and 16th Street Pump Station Variable Frequency Drive and Motor Improvements ("Project").
- B. City desires to enter into this Amendment No. One to increase the scope of work, extend the term of the Agreement to June 30, 2014, and to increase the total compensation.
- C. City and Consultant mutually desire to amend this 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 the Agreement shall commence on the Effective Date, and shall terminate on June 30, 2014, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

Section 2 and Exhibit A of the Agreement shall be supplemented to include the Additional Services, which is attached hereto as Exhibit A and incorporated herein by reference. Exhibit A of the Agreement and Exhibit A of Amendment No. One shall collectively be known as "Exhibit A". The City may elect to delete certain tasks of the Services To Be Performed at its sole discretion.

3. COMPENSATION TO CONSULTANT

Section 4.1 of the Agreement 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 and the Schedule of Billing Rates contained in Exhibit B of the Agreement. Consultant's compensation for all

Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **One Hundred Nineteen Thousand Four Hundred Twenty Dollars and No/100 (\$119,420.00)** ("Total Amended Compensation") 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.

3.1 The Total Amended Compensation reflects Consultant's additional compensation for additional services to be performed in accordance with this Amendment No. One in an amount not to exceed Twenty-One Thousand Nine Hundred Sixty Dollars and No/100 (\$21,960.00).

4. INSURANCE

Section 14 of the Agreement shall be amended in its entirety and replaced with the following: Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

5. INTEGRATED CONTRACT

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement, as amended 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: 11/21/12

By: [Signature] (Gr)
Aaron G. Harp mb 11-20
City Attorney

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: DUDEK,
a California corporation
Date: 12/21/12

By: [Signature]
Frank Dudek
President

Date: 12-14-12

By: [Signature]
Bob Ohlund
Vice President / Engineer Practice
Manager



[END OF SIGNATURES]

Attachments: Exhibit A – Additional Services to Be Performed:
Request for Additional Authorization No. 1 –
Additional Engineering Services for the 16th St Pump
Station & Dolphin/Tamura Wells Upgrades Project,
dated 11/7/12

**EXHIBIT A
ADDITIONAL SERVICES TO BE PERFORMED**

DUDEK

31878 CAMINO CAPISTRANO, SUITE 200
SAN JUAN CAPISTRANO, CALIFORNIA 92675
T 949.450.2525 F 949.450.2626

November 7, 2012

7450-1

Ms. Iris Lee, P.E.
City of Newport Beach
Public Works Dept.
3300 Newport Blvd
Newport Beach, CA 92663

Subject: Request for Additional Authorization No. 1 – Additional Engineering Services for the 16th St Pump Station & Dolphin/Tamura Wells Upgrades Project

Dear Ms. Lee:

As per your request, Dudek has prepared Request for Additional Authorization (RAA) No. 1 to provide the additional engineering services as follows:

Task 1: Provide Additional Analyses for the 16th St Pump Station Upgrades

We will provide the additional analyses requested which include: revising the hydraulic analyses to include a (5) pump scenario, refinement of the hydraulic calculations with additionally provided information by the City, coordination with the City and Lincus for energy savings and potential rebates for up to (2) alternate pumping/upgrade scenarios (replacement of 2 or 3 solid state soft starters). This information (and information determined in Task 2 below) and findings will be included in the revised technical memorandum (TM).

Cost for Task 1..... \$4,565

Task 2: Consultation with Pump Manufacturer's to Identify Pump Upgrades

After receipt of all the pump model and serial numbers for all three facilities, we will coordinate with the manufacturer's representative to determine what upgrades are required for each pump. This will likely include coordination to match the existing pump discharge head with the new 1,800-rpm motor and shaft coupling, removal of several pump stages and potential lengthening of the column/shafting to maintain NPSH requirements, verifying pump can velocities meet industry standards, and development of a list of improvements to be incorporated into the revised TM, drawings, and specifications.

Cost for Task 2..... \$3,170

Task 3: Prepare Additional Drawings

Three (3) additional drawings are anticipated to incorporate the modifications described herein. The drawings include preparation of basefiles for the 16th Street Pump Station, a 16th Street

Ms. Lee, P.E.
RAA No. 1
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Pump Station Mechanical Plan, Section and Details. In addition a typical Mechanical Plan will be prepared for both Well facilities. The plans will removal/replacement of check valves and piping, motor upgrades, pump modifications, and other miscellaneous details.

Cost for Task 3..... \$10,925

Task 4: Prepare Specifications and Special Provisions to Include 16th St Pump Station Upgrades

The specifications and special provisions will need to be augmented to include the pump, piping, valving, and other miscellaneous upgrades at all (3) facilities. In addition, the 16th Street Pump Station Upgrades will also need to be incorporated into these documents.

Cost for Task 4..... \$3,300

Cost Summary

The total amount of RAA No. 1 is **\$21,960**. Please do not hesitate to contact myself (949.439.6420 or e-mail: nharper@dudek.com) with any questions or concerns that you may have regarding this variance request.

Sincerely,



Neil Harper, P.E.
Project Manager
Dudek

cc: Bob Ohlund (Dudek)
Attachments: Fee Estimate

City of Newport Beach
 RAA #1 for Dolphin/Tamura Water Wells & 16th Street Pump Station Upgrades
 DUDEK FEE ESTIMATE
 11/7/2012

	Labor Hours and Rates				TOTAL HOURS	DUDEK LABOR COST	Subconsultant Hours		TOTAL HOURS	OTHER DIRECT COSTS	TOTAL FEE
	Project Manager	Project Engineer	Project Engineer & CADD Operator	Electrical Design (Morales & Pham)			Hours	Fee			
	B. Ohlund	N. Harper	Operator								
<i>Billable Rate :</i>	\$225	\$175	\$120								
1. Provide Additional Analyses for 16th St PS		12	12	24	\$ 3,540	6	\$1,025	30		\$ 4,565	
2. Consult with Pump Manufacturer's/Identify Pump Upgrades		6	6	12	\$ 1,770	8	\$1,400	20		\$ 3,170	
3. Prepare (3) Additional Drawings	1	16	60	77	\$ 10,225	4	\$700	81		\$ 10,925	
4. Prepare Specifications and Special Provisions to include 16th St PS		8	10	18	\$ 2,600	4	\$700	22		\$ 3,300	
Total RAA #1 Hours and Fee	1	42	88	131	\$ 18,135	22	\$ 3,825	153	\$ -	\$ 21,960	
<i>Percent of Hours:</i>	1%	32%	67%	100%							