

PROFESSIONAL SERVICES AGREEMENT

FOURTH AMENDMENT

This Fourth Amendment to the Stantec Professional Services Agreement ("Fourth Amendment") is made effective June 13, 2023, by the City of Commerce, a municipal corporation ("City"), and Stantec Architecture Incorporated ("Consultant").

RECITALS:

- A. City and Consultant previously entered into a professional services agreement dated August 17, 2021, for services related to providing architecture and engineering services for the Commerce Transportation Maintenance Facility ("Master Agreement"); and
- B. The parties subsequently amended the Master Agreement. The First Amendment was approved on May 26, 2022.
- C. The Second Amendment was approved on July 12, 2022.
- D. The Third Amendment was approved February 16, 2023.
- E. The City and Consultant desire to amend the Master Agreement as set forth herein.

AGREEMENT:

NOW, THEREFORE, City and Consultant agree as follows:

- 1. The scope and fee set forth in the Master Agreement are updated and expanded as set forth in Exhibit A to this Fourth Amendment, which is attached and incorporated by reference.
- 2. The amount of \$2,746,128 as previously authorized in the Master Agreement (which is inclusive of any increases by prior Amendments, if any) is increased by an additional \$44,454 for a total amount not to exceed \$2,790,582 for the performance of the services of this Master Agreement including this Fourth Amendment.
- 3. Except as expressly amended herein, all of the terms and conditions of the Master Agreement shall remain in full force and effect and are ratified by each Party. The

Master Agreement, First Amendment, the Second Amendment, Third Amendment, and this Fourth Amendment contain the entire contract of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. The parties agree that if any provisions of this Fourth Amendment conflict with the Master Agreement, then the provisions of this Fourth Amendment shall prevail. If any portion of this Fourth Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both City and Consultant, City and Consultant have executed this Fourth Amendment to the Master Agreement as of the date first above written.

City: City of Commerce

Signature: _____

Name: Hugo Argumedo

Title: Mayor

Date: _____

Attest:

Signature: _____

Name: Lena Shumway

Title: City Clerk

Date: _____

Approved as to Form:

Signature: _____

Name: Noel Tapia

Title: City Attorney

Date: _____

Consultant: Stantec Architecture Incorporated

Signature:  _____

Name: Patrick McKelvey

Title: Senior Principal

Date: 5/22/2023

EXHIBIT A



Stantec Architecture Inc.

801 South Figueroa Street Suite 300, Los Angeles CA 90017-3007

May 9, 2023
File: 2014267500.a.00.05

Attention: Claude McFerguson, Director of Transportation
City of Commerce
5555 Jillson Street
Commerce, CA 90040

Dear Mr. McFerguson,

**Reference: Commerce Transportation Facility Project, Add Service Request No. 5
– Additional Geotechnical Services - Environmental**

Please accept our proposal for additional professional design services for additional geotechnical scope based on review of the Citadel EHS Phase 1 Environmental Site Assessment (Citadel, 2021) and follow-up discussion with Stantec on April 21, 2023, and further discussions with Stantec, Kennedy-Jenks, and the City of Commerce (City) on April 27, 2023.

See attached Diaz-Yourman proposal for an additional detailed description.

This scope includes:

- Review Kennedy-Jenks reports and HSP.
- Prepare a site-specific HSP to be signed and stamped by a Certified Industrial Hygienist. City/Kennedy-Jenks to review this plan and provide comments. Revise the HSP accordingly. Only one set of review comments is anticipated.
- Respond to one round of comments with LA County Department of Public Health.
- Project management and additional coordination with the City and KJA

This additional scope of work will adhere to the original contract requirements.

PROPOSED FEES

Total proposed fees for this Add Service are \$44,454. See attached Fee Proposal spreadsheet for breakdown of hours and rates. Should you have any questions regarding the above, please feel to call our main number 213-955-9775 or contact us directly per our contacts below. We look forward to your response.

Regards,

Stantec Architecture Inc.

Design with community in mind

Doing business as:
Stantec Architecture and Engineering (NY)
Stantec Architecture P.C. (DC, MS, MO, NE)
For a list of our registered architects, please visit www.stantec.com/registeredarchitects

May 9, 2023

Claude McFerguson, Director of Transportation

Page 2 of 2

Reference: Commerce Transportation Facility Project, Add Service Request No. 5 – Additional Geotechnical Services - Environmental



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Senior Principal
Phone: 213-952-5199
Pat.mckelvey@stantec.com

Attachment: Commerce TPWF ASR-5 Fee Spreadsheet, ASR proposal from DYA

cc. Annija Gaskell, Amy Chang

| Consultant Name: | | | Stantec Architecture Inc | | | | Principal in Charge Patrick McKelvey | Project Manager Will Todd | Project Coordinator Annija Gaskell | PMA Sherry Gonzalez | Total Prime Consultant Staff Hours | Total Prime Consultant Staff Fee | Diaz Yourman - Geotechnical 6.08%) (DBE) | | | Total Sub Consultant Staff Fee | GRAND TOTAL FEE |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|----------------------------------------------------------------------------------|--------------------------|---|----|---|-----------------------------------------|------------------------------|---------------------------------------|------------------------|------------------------------------|----------------------------------|------------------------------------------|------------------------|-----------|--------------------------------|-----------------|
| Additional Service Request No. 5 FEE TABLE ARCHITECTURAL AND ENGINEERING SERVICES FOR COMMERCE TRANSPORTATION FACILITY (CTF) CITY OF COMMERCE | | | | | | | Billing Rate | Billing Rate | Billing Rate | Billing Rate | | | Sub-cons. Fee | Prime Mark-up 5.00% | Total Fee | | |
| | | | | | | | \$255 | \$195 | \$153 | \$135 | | | | | | | |
| 1. Program Development Phase Services | C. Geotechnical Report | Coordination and Review of Geotechnical Report | 1 | 8 | 24 | 4 | 37 | \$6,027 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$6,027 | |
| | | | 0 | 0 | 0 | 0 | 0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | | |
| | | | 0 | 0 | 0 | 0 | 0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | | |
| | | Subtotals | 1 | 8 | 24 | 4 | 37 | \$6,027 | \$36,597 | \$1,830 | \$38,427 | \$38,427 | \$44,454 | | | | |
| | D. Conceptual Design | Master Plan Charrette (3 days) | 0 | 0 | 0 | 0 | 0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | | |
| | | Conceptual Design (3 weeks) | 0 | 0 | 0 | 0 | 0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | | |
| | | Concept Design Report (1 week) | 0 | 0 | 0 | 0 | 0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | | |
| | | Subtotals | 0 | 0 | 0 | 0 | 0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | | |
| | E. Schematic Design | Schematic Design (6 weeks) | 0 | 0 | 0 | 0 | 0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | | |
| | | Rendering | 0 | 0 | 0 | 0 | 0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | | |
| | | Sustainable Design Checklist | 0 | 0 | 0 | 0 | 0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | | |
| | | Subtotals | 0 | 0 | 0 | 0 | 0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | | |
| | F. Meetings and Presentations | 3 concept development meetings/workshops with staff and City Advisory Committees | 0 | 0 | 0 | 0 | 0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | | |
| | | 3 progress meetings with the City staff | 0 | 0 | 0 | 0 | 0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | | |
| | | 3 presentations to the City Council | 0 | 0 | 0 | 0 | 0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | | |
| | | Subtotals | 0 | 0 | 0 | 0 | 0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | | |
| GRAND TOTALS | | | 1 | 8 | 24 | 4 | 37 | \$6,027 | \$36,597 | \$1,830 | \$38,427 | \$38,427 | \$44,454 | | | | |



Date: May 5, 2023 Proposal No: PW21-069; 2022-007
To: Mr. Will Todd, AIA, LEED AP BD+C Stantec From: Mr. Ted Reinert, PhD, PE
Mr. S. Niranjana, PE, GE
Email: will.todd@stantec.com
cc: Annija Gaskell; annija.gaskell@stantec.com

Subject: Proposal for Additional Geotechnical Services
Architecture and Engineering Services for Commerce Transportation Facility
(CTF)
City of Commerce
Commerce, California

Diaz•Yourman & Associates (DYA) is pleased to present this proposal to provide additional geotechnical services for the subject project. This proposal for additional services was based on review of the Citadel EHS Phase 1 Environmental Site Assessment (Citadel, 2021) and follow-up discussion with Stantec on April 21, 2023, and further discussions with Stantec, Kennedy-Jenks, and the City of Commerce (City) on April 27, 2023.

We understand that based on our discussion with the design team regarding the environmental conditions at the site and the potential presence of impacted soils from previous site activities, pre-construction procedures, the procedures for backfilling the boreholes, and the storing and disposal of the borehole spoils (soil cuttings) should be modified. Originally, the six (6) planned geotechnical borings were to be backfilled with soil cuttings generated from the exploration, as the site was assumed to be free of contamination. Based on the review of the Citadel (2021) report as well as discussions with the project team (Kennedy-Jenks, the environmental and Hazardous materials consultant to the City) and the City, it was decided that the site may have contaminated soil and the project team must review additional environmental data, review health and safety data, prepare a formal Health and Safety plan (HSP) to be reviewed, signed, and stamped by a Certified Industrial Hygienist (CIH), store any investigation-derived waste (IDW) such as generated soil cuttings in DOT approved 55-gallon drums for testing and disposal, and backfill the borings with cement-bentonite grout.

Our scope of additional services for the geotechnical investigation, proposed schedules, and estimated fees are summarized in Table 1, followed by a list of assumptions. We propose to provide our design services on a time-and-expense basis in accordance with the current agreement.

To provide written authorization to proceed, please issue an amendment to our existing contract. We appreciate this opportunity to propose our services to you and look forward to working with you on this project. If you have any questions, please call.

Table 1 - PROJECT SUMMARY

| DYA TASK | | SCOPE | SCHEDULE (weeks) ¹ | DYA LABOR FEE | OTHER DIRECT AND OUTSIDE COST | TOTAL FEE |
|-------------------------------------------------------------------------------------------------------------------------|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|---------------------|-------------------------------------------|-----------------|
| RFP Task 1C – Program Development Phase | | | | | | |
| 101 | Data Review/ Site Plan | Review Kennedy-Jenks reports and HSP. Prepare a site-specific HSP to be signed and stamped by a Certified Industrial Hygienist. City/ Kennedy-Jenks to review this plan and provide comments. Revise the HSP accordingly. Only one set of review comments is anticipated. Respond to one round of comments with LA County Department of Public Health. | 3 | \$10,380 | \$4,000 | \$14,380 |
| 103 | Subsurface Exploration | Backfill all six (6) geotechnical borings with cement-bentonite grout using tremie grouting methods. Store all cuttings in 55-gallon drums to be tested and disposed of by Kennedy-Jenks/City. Decontaminate drill rig in between borings. | 6 | \$5,683 | \$16,654 | \$22,337 |
| TOTAL | | | 12 | \$16,063 | \$20,654 | \$36,597 |
| Note: 1 - Time to complete after receipt of written notice to proceed or site access is granted, whichever is later. | | | | | | |

The fee and schedule presented in Table 1 are based on the following assumptions:

- This scope of services is authorized within 90 days.
- DYA will be obtaining an LA County Department of Public Health (LADPH) Well Permit. Any special effort needed with the LADPH permit beyond the first round of comments will be paid for by others. Any additional permits will be paid for by others.
- Geophysical survey, drilling, and laboratory testing services will be provided by outside independent subconsultants/subcontractors.
- The site is accessible to truck-mounted field equipment during non-overtime hours.
- Prevailing wage rules apply to DYA's subcontractor's field work.
- Invoices from DYA's subcontractors to be paid by the City in full within 60 days.
- After the soil explorations, soil cuttings will be stored in 55-gallon drums and the drums will be labelled with borehole ID, date and time. IDW will be stored in drums at the site for testing and disposal by Kennedy-Jenks/City at no cost to DYA.
- Paved surfaces will be patched with cold-patch asphalt or rapidest concrete. No hot-mix asphalt pavement patching is included in this cost proposal.

