

PROFESSIONAL SERVICES AGREEMENT

FIFTH AMENDMENT

This Fifth Amendment to the Stantec Professional Services Agreement (“Fifth Amendment”) is made effective January 16, 2024, 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 Fourth Amendment was approved June 13, 2023.
- F. 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 Fifth Amendment, which is attached and incorporated by reference.
- 2. The amount of \$2,790,582 as previously authorized in the Master Agreement (which is inclusive of any increases by prior Amendments, if any) is increased by an additional \$125,815 for a total amount not to exceed \$2,916,397 for the performance of the services of this Master Agreement including this Fifth 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, Fourth Amendment, and this Fifth 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 Fifth Amendment conflict with the Master Agreement, then the provisions of this Fifth Amendment shall prevail. If any portion of this Fifth 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 Fifth 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: _____

Title: _____

Date: _____



Stantec Architecture Inc.

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

EXHIBIT A - PRICE QUOTE

December 11, 2023
File: 2014267500.a.00.06

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

Dear Mr. McFerguson,

**Reference: Commerce Transportation and Public Works Facility Project, Add Service Request No. 6
– Additional Geotechnical Services, Structural Coordination and Added Equipment**

Please accept our proposal for additional professional design services for additional geotechnical scope, associated structural coordination, and added/modified vehicle maintenance equipment. The additional geotech scope was due to the need to remobilize and reschedule drillers due to issues with the property tenant removing marking resulting in being unable to drill on the day scheduled on more than one occasion. This delay resulted in delays in soil information to the structural team requiring further coordination and redesign. These issues were outside of the design team's scheduling and ability to control, therefore inducing additional hours and expenses that were not scoped.

This add service also includes the additional coordination effort required for the vehicle maintenance equipment that has been recently added/modified to the project since the 60% deliverable and was not part of the original scope of the project.

The additional Stantec team scope includes:

Geotechnical Scope:

- Recoup lost time and labor costs for two additional site visits to mark boring locations, call USA, coordinate clearance with the City to perform additional drilling and re-perform two additional geophysical surveys due to tenant removing markings.
- Visit the site one (1) day prior to beginning of drilling to ensure DYA drilling locations have not been removed or disturbed.
- Recoup lost time and labor costs for one day's worth of cancelled drilling work on July 31, 2023 and additional mobilization fee from drill on October 10, 2023
- Remark, notify USA, perform geophysical survey at DBY23-04 which was unable to drill due to underground concrete in the area.
- Perform six (6) corrosion tests on samples from 30 to 80 feet deep to assess suitability for deep foundations

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

Reference: Commerce Transportation and Public Works Facility Project, Add Service Request No. 6 – Additional Geotechnical Services, Structural Coordination and Added Equipment

Structural Scope:

Our structural team had to proceed with the geotechnical information provided by the Ultra Systems report provided in the RFP. Due to unforeseen delays in fieldwork and therefore delays in updated recommendations by Diaz-Yourman, significant rework is required to the design based on the new recommendations provided by Diaz-Yourman. Specifically, it has been determined that the upper layer of clay soils are susceptible to large amounts of settlement and that deep foundations will be the most feasible foundation system instead of the shallow spread footing system previously pursued. In addition, the weak clay soils also require reconsideration of the slab on grade design for heavy loading and for equipment support pads.

Added/Modified Vehicle Maintenance Equipment:

1. 3-axle Scissor Lift – Modify from 2-axle @ (1) Maintenance Bay
2. VIS -Check: Road Simulator – Add @ Inspection Bay
3. VIS -Tire Cleaner, Polish – Add @ Tire Shop / Parts Room
4. CNC Plasma Cutter, Torchmate –Size doubled @ Fab Shop
5. CNC WaterJet, Wazer – Add @ Fab Shop
6. Battery Storage – Moved outside of Parts Room
7. Battery Charger – Moved outside of Parts Room
8. Armed Rack - Add @ Garage (Underneath Ramp)
9. Sheet Metal Rack – Add @ Garage (Underneath Ramp)
10. Filter Crusher – Add @ Lube Room
11. Bridge Jack Lift Pocket – Add @ (3) Maintenance Bays
12. Spot Free System , Apollo Wash – Add @ Bypass Lane
13. ATF-2 Tank Addition – Add @ Lube Room

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

PROPOSED FEES

Total proposed fees for this Add Service are \$125,815. 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.

December 11, 2023
Claude McFerguson, Director of Transportation
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Reference: Commerce Transportation and Public Works Facility Project, Add Service Request No. 6 – Additional Geotechnical Services, Structural Coordination and Added Equipment



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Senior Associate
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will.todd@stantec.com



Pat McKelvey AIA, PQP
Senior Principal
Phone: 213-952-5199
Pat.mckelvey@stantec.com

Attachment: Commerce TPWF ASR-6 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	Stantec - Structural Engineering			Stantec - Industrial Equipment Consulting			Diaz Yourman - Geotechnical (DBE 6.08%)			Total Sub Consultant Staff Fee	GRAND TOTAL FEE
Additional Service Request No. 6 FEE TABLE ARCHITECTURAL AND ENGINEERING SERVICES FOR COMMERCE TRANSPORTATION AND PUBLIC WORKS FACILITY (CTPWF) CITY OF COMMERCE													Sub-cons. Fee	Prime Mark-up 0.00%	Total Fee	Sub-cons. Fee	Prime Mark-up 0.00%	Total Fee	Sub-cons. Fee	Prime Mark-up 5.00%	Total Fee		
1. Program Development Phase Services	C. Geotechnical Report	Coordination and Review of Geotechnical Report	2	24	36	4	66	\$11,238	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,238	
			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	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
		Subtotals	2	24	36	4	66	\$11,238	\$0	\$0	\$0	\$0	\$0	\$0	\$29,723	\$1,486	\$31,209	\$31,209	\$42,447				
	D. Conceptual Design	Master Plan Charrette (3 days)	0	0	0	0	0	\$0	\$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	\$0	\$0	\$0	\$0	\$0	\$0		
		Concept Design Report (1 week)	0	0	0	0	0	\$0	\$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	\$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	\$0	\$0	\$0	\$0	\$0	\$0		
		Rendering	0	0	0	0	0	\$0	\$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	\$0	\$0	\$0	\$0	\$0	\$0		
		Subtotals	0	0	0	0	0	\$0	\$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	\$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	\$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	\$0	\$0	\$0	\$0	\$0	\$0		
		Subtotals	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
2. Design / PS&E Bid Package Development Phase Services	B. PS&E Bid Package Preparation	Struct/ Equipment Coordination - 90% Construction Documents	2	16	48	2	68	\$11,244	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,244		
			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	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
		Subtotals	2	16	48	2	68	\$11,244	\$49,124	\$0	\$49,124	\$19,328	\$0	\$19,328	\$0	\$0	\$0	\$68,452	\$79,696				
	D. 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	\$0	\$0	\$0	\$0	\$0	\$0		
		6 progress meetings with the City staff	0	0	0	0	0	\$0	\$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	\$0	\$0	\$0	\$0	\$0	\$0		
		Subtotals	0	0	0	0	0	\$0	\$3,672	\$0	\$3,672	\$0	\$0	\$0	\$0	\$0	\$0	\$3,672	\$3,672				
GRAND TOTALS			4	40	84	6	134	\$22,482	\$52,796	\$0	\$52,796	\$19,328	\$0	\$19,328	\$29,723	\$1,486	\$31,209	\$103,333	\$125,815				



Date: November 20, 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 and Public
Works Facility (CTPWF)
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 field conditions present during DYA's multiple site visits and drilling conditions during DYA's drilling mobilizations from July to October 2023. DYA has provided this additional scope and fee, as requested by Stantec in an email on October 25, 2023, and following further discussions with Stantec.

During the site visit and commencement of the original scheduled drilling operations on July 31, 2023, DYA's engineer and the subcontracted driller noticed that all previous marked borings, underground service alert (USA) markings, and geophysics markings at the Project site had been power-washed. DYA and their drilling subcontractor could not legally perform field exploration activities at the unmarked locations or at locations where markings had been removed. DYA staff immediately informed Stantec that the drilling had to be postponed because the boring markings were erased. Additionally, DYA staff noticed that there had been trucks, trailers, and additional equipment parked on the locations of three of the six proposed borings where trucks, trailers, and additional equipment had not been previously placed.

During DYA's first drilling re-mobilization effort from August 29 to September 1, 2023, DYA was able to drill four of the six proposed borings at the site (DYB23-01, -02, -03, and -06). DYA was not able to drill borings DYB23-04 and -05 during the first re-mobilization effort, which were located on the western edge of the site, due to the presence of a tenant who refused to remove their equipment from the site. Following notification from the City of Commerce (City) that the tenant had removed their equipment, DYA performed a second drilling re-mobilization at the site on October 10, 2023. During the second re-mobilization, DYA was able to successfully drill boring DYB23-05 and partially drill boring DYB23-04. DYB23-04 was ultimately abandoned due to an unknown and unreported buried foundation encountered at the boring location.

DYA seeks to recoup losses from multiple site visits to mark borings, perform geophysical and USA clearance, and coordinate with the City to ensure that DYA would have access to the site to drill. DYA is also seeking to recoup losses incurred from our drilling contractor for one full day's mobilization and subsequent cancellation fees as a result of the original mobilization attempt in July 2023. Lastly, DYA is seeking an additional fee to re-mark, perform geophysical survey and USA clearance, and re-drill boring DYB23-04 to a proposed depth of 80 feet below ground surface (bgs).

Additionally, based on a discussion between the City, Stantec, and DYA, DYA has been asked to consider deep foundation alternatives including driven piles at the site. DYA is seeking additional laboratory testing fee to perform corrosion tests at depths from 50 to 80 feet deep to assess the suitability of drilled shafts and steel driven pipe piles at depth.

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	Mark Borings/ USA Notification	Recoup lost time and labor costs for two additional site visits to mark boring locations, call USA, and coordinate clearance with the City to perform additional drilling.	-	\$3,949	\$160	\$4,109
102	Geophysical Survey	Recoup lost time and labor costs from two additional geophysical surveys that were not part of DYAs original scope.	-	\$1,428	\$2,216	\$3,644
103	Subsurface Exploration	Recoup lost time and labor costs for one day's worth of cancelled drilling work on July 31, 2023. Recoup one additional mobilization fee from the driller for the October 10, 2023, drilling.	-	\$3,241	\$4,460	\$7,701
103.A	Subsurface Exploration – Redrill DYB23- 04	Re-mark boring DYB23-04 at a new location and notify USA. Perform a geophysical survey at DYB23-04 to check for underground utilities. Notify the City 48 hours prior to any mobilization. Visit the site one (1) day prior to beginning of drilling to ensure DYAs drilling location has not been removed or disturbed. Drill DYB23-04 to a depth of 80 feet using hollow-stem auger techniques. Backfill boring with cement-bentonite grout.	6	\$4,669	\$8,496	\$13,165
104.A	Additional Laboratory Testing	Perform six (6) corrosion tests on samples from 30 to 80 feet deep to assess suitability for deep foundations.	8	-	\$1,104	\$1,104
TOTAL			8	\$13,287	\$16,276	\$29,723
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.
- The City or any of its lessee(s) at the Project site will not disturb or erase any boring markings until drilling has been completed.
- The City will be notified 48 hours prior to any mobilization so that the City can notify its lessee(s) on the Project site to move any vehicles and/or equipment present at DYAs boring locations.
- Geophysical survey, drilling, and laboratory testing services will be provided by outside independent subconsultants/subcontractors.
- The site and all drilling locations are 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.

