

**AMENDMENT NO. 1  
PROFESSIONAL SERVICES AGREEMENT**

**for**

**On-Call Professional Engineering Services**

between



City of Seal Beach  
211 - 8th Street  
Seal Beach, CA 90740

&

Stantec Consulting Services, Inc.  
38 Technology Drive  
Irvine, CA 92618  
(949) 923-6000

This Amendment No. 1, dated September 14, 2020, amends that certain agreement ("Agreement") dated July 22, 2019 by and between the City of Seal Beach ("City"), a California charter city, and Stantec Consulting Services, Inc. ("Consultant"), a New York corporation.

## **RECITALS**

A. City and Consultant are parties to the Agreement, pursuant to which Consultant provides on-call professional engineering services.

B. City and Consultant wish to amend the Agreement for Consultant to provide additional engineering services, and to increase Consultant's compensation by \$200,000.00 for those additional services, for revised total compensation in the not-to-exceed amount of \$500,000.00, as provided herein.

## **AMENDMENT NO. 1**

NOW, THEREFORE and in consideration of the foregoing and of the mutual covenants and promises herein set forth, the parties agree to amend the Agreement as follows:

Section 1. Section 1.0 (Scope of Services) of the Agreement, is hereby amended to add subsection 1.1.1 to read as follows:

"1.1.1 Consultant shall provide those additional services set forth in the attached Exhibit A-1 (Consultant's Scope of Services -- Additional Services), which are hereby incorporated by reference. To the extent that there is any conflict between Exhibits A, A-1, and/or B, and this Agreement, as amended by Amendment No. 1, Amendment No. 1 to this Agreement, shall control."

Section 2. Section 1.5 of Section 1.0 (Scope of Services) of the Agreement, is hereby amended to read as follows:

"1.5. Consultant will not be compensated for any work performed not specified in the Scope of Services unless the City authorizes such work in advance and in writing. The City Manager may authorize extra work to fund unforeseen conditions up to the amount approved at the time of award by the City Council in accordance with Section 3.0. Payment for additional work in excess of this amount requires prior City Council authorization."

Section 2. Section 3.0 (Consultant's Compensation) of the Agreement is hereby amended to read as follows:

"3.0 Consultant's Compensation

3.1 City will pay Consultant in accordance with the hourly rates shown on the fee schedule set forth in Exhibits A and A-1 for Services but in no event will the City pay more than \$500,000.00 for the Original Term.

3.2 In the event that City elects to extend the Original Term in accordance with Section 2.2 of this Agreement, City will pay consultant in accordance with the hourly rates shown on the fee schedules set forth in Exhibits A

and A-1 for Services but in no event will the City pay more than the total not-to-exceed amount of \$100,000 for each extension.

3.3 Any additional work authorized by the City Council pursuant to Section 1.5 will be compensated in accordance with the fee schedules set forth in Exhibits A and A-1."

Section 3. Except as expressly modified or supplemented by this Amendment No. 1, all other provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed and attested by their proper officers thereunto:

CITY OF SEAL BEACH

By: \_\_\_\_\_  
Jill R. Ingram, City Manager

Attest:

By: \_\_\_\_\_  
Gloria D. Harper, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Craig A. Steele, City Attorney

CONSULTANT

By: \_\_\_\_\_

Name: Mohammad R. Heiat

Its: Principal

By: \_\_\_\_\_

Name: DAVID ELWELL

Its: VICE PRESIDENT

(Please note, two signatures required for corporations under Corp. Code §313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

## EXHIBIT A-1

### Consultant's Scope of Services – Additional Services



August 4, 2020

**Attention: Iris Lee**

Deputy Public Works  
Director/City Engineer  
City of Seal Beach  
Public Works Department  
211 Eighth Street  
Seal Beach, CA 90740

**RE:** Proposal to Provide  
On-Call Professional  
Engineering Services for the  
City of Seal Beach –  
**Contract Amendment**

Dear Ms. Lee:

Stantec Consulting Services Inc. (Stantec) appreciates the opportunity to continue providing on-call professional engineering services for the City of Seal Beach (City). Our existing on-call contract amount has been exhausted due to the recent award of the Hellman Ranch Water Main Relining (LCWA) project. We respectfully request our contract be amended by \$200,000 for future City projects in accordance with the original term of our contract. Our qualifications and work plan remain the same as described in our original proposal.

We are proven and respected professionals who are committed to quickly respond to your needs. Here are a few reasons why we are the best fit for your upcoming projects:

- Successful partnering relationships with other local cities and agencies.
- Reputation for reliability and well-managed projects.
- Ability to deliver cost-effective projects on schedule.
- Strong understanding of the on-call process.

**Mohammad Heiat, PE**, will act as the Contract Manager and Principal-in-Charge on all task orders, which will be managed from our Irvine office. The Task Managers will include **Jeff Wilkerson, PE**, for roadway and site design related task orders, **Roger Chung, PE**, for drainage related task orders, and **Joseph Long, PE**, for sewer and water related task orders. Jeff will also serve as the alternate Contract Manager, if necessary. Mohammad is authorized to bind our team to all terms and conditions in your RFP, as well as herein. We look forward to further discussing with you how we can support your important civil/transportation engineering projects.

Sincerely,

**Stantec Consulting Services Inc.**

A handwritten signature in blue ink, reading "Mohammad Heiat".

**Mohammad Heiat, PE**  
Contract Manager/  
Principal-in-Charge  
(949) 923-6962  
mohammad.heiat@stantec.com

A handwritten signature in blue ink, reading "Jeff Wilkerson".

**Jeff Wilkerson, PE**  
Alternate Contract Manager/  
Task Manager  
(949) 923-6959  
jeff.wilkerson@stantec.com