

**SIXTH AMENDMENT TO AGREEMENT FOR  
SUTTER AVENUE URBAN GREENING PHASE 1 PROJECT**  
Project No. 0300/ Agreement No. [7]

**THIS SIXTH AMENDMENT TO AGREEMENT FOR SUTTER AVENUE URBAN GREENING PHASE 1 PROJECT** is effective the 7<sup>th</sup> day of May, 2024, by and between the CITY OF SAN PABLO, a municipal corporation ("City") and GEOSYNTEC CONSULTANTS ("Consultant").

**R E C I T A L S**

**WHEREAS**, on February 1, 2022, CITY and Consultant entered into an Agreement for engineering consultant services for the Sutter Avenue Urban Greening Phase 1 Project ("Agreement"); and

**WHEREAS**, on March 21, 2022, a First Amendment to the Agreement to Agreement for Sutter Avenue Urban Greening Phase 1 Project was entered into by the parties, modifying the terms of that Agreement related to Scope of Services and Compensation, adding the provision of additional hydraulic and hydrologic modeling and increasing compensation by \$10,584, for a total compensation not to exceed \$360,841; and

**WHEREAS**, on August 15, 2022, a Second Amendment to the Agreement to Agreement for Sutter Avenue Urban Greening Phase 1 Project was entered into by the parties, modifying the terms of that Agreement related to Scope of Services and Compensation, adding the provision of topographic site survey and develop/optimize GSI facilities on 14<sup>th</sup> Street and increasing compensation by \$29,971, for a total compensation not to exceed \$390,812; and

**WHEREAS**, on December 1, 2022, a Third Amendment to the Agreement to Agreement for Sutter Avenue Urban Greening Phase 1 Project was entered into by the parties, modifying the terms of that Agreement related to Scope of Services and Compensation, adding the provision of stormwater hydrologic and hydraulic analysis and increasing compensation by \$21,078, for a total compensation not to exceed \$411,890;

**WHEREAS**, on June 20, 2023, a Fourth Amendment to the Agreement to Agreement for Sutter Avenue Urban Greening Phase 1 Project was entered into by the parties, modifying the terms of that Agreement related to Scope of Services and Compensation, revising plans to address outstanding issues related to utility relocation, to avoid fire hydrant relocation to save cost, and to make other needed storm drain related improvements, and increasing compensation by \$67,968 for a total contract amount not to exceed \$479,858;

**WHEREAS**, on November 16, 2023, a Fifth Amendment to the Agreement to Agreement for Sutter Avenue Urban Greening Phase 1 Project was entered into by the parties, modifying the terms of that Agreement related to Scope of Services and Compensation, adding project utility data coordination to review utility conflicts, survey investigation work to mark up to 20 points in field where potential utility conflicts are located, and additional minor design work at the intersection of Rumrill Boulevard and Sutter Avenue; and increasing compensation by \$15,425 for a total contract amount not to exceed \$495,283; and

**WHEREAS**, the parties have agreed to further modify the terms of that Agreement related to Scope of Services and Compensation;

**NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:**

1. **SCOPE OF SERVICES.** Pursuant to Section 3 of the Agreement, entitled “Additional Services,” certain Additional Services shall be added to the “Scope of Services” identified in Section 1 of the Agreement. Section 1 of the Agreement, “Scope of Services,” is amended to add the following provision:

“Consultant agrees to provide to the City the Additional Services as specified in the Consultant’s Amendment Proposal dated April 5, 2024, attached hereto as Exhibit AMN6-A and incorporated herein, including:

**Task 1.3 – Additional Project Management and Coordination during the Construction Phase**

Geosyntec will provide coordinated project management to effectively meet construction milestones and delivery schedules internally and with our subcontractors. This task includes:

- Monthly Progress Meetings – one half-hour progress meetings will be conducted each month for the duration of the construction phase. A standard agenda will be provided one day in advance and can be modified by the City as needed.
- Subcontractor coordination and project management during the construction phase.

**ASSUMPTIONS:**

- 6-month construction phase duration.
- An agenda and draft meeting minutes will be provided for all meetings unless directed otherwise by the City.

- All meetings will be virtual via Teams, Skype, or Zoom with the exception of the site visit.

#### DELIVERABLES:

- Meeting agenda and notes.

### **Task 1.4 – Project Performance Monitoring and Evaluation**

Geosyntec will assist City to conduct project performance monitor and evaluation to meet grant agreement requirement for the State of California Natural Resources Agency (CNRA) Proposition 68 Urban Flood Protection Grant Program and California State Water Resources Control Board (SWB) Proposition 1 Stormwater Grant Program. This task includes:

- Review the tentatively approved Project Assessment and Evaluation Plan (PAEP) and provide recommendations for revisions.
- Measure, evaluate, and document Project performance based on the effectiveness criteria in the approved PAEP, excluding those performed by the City staff.
- Provide the performance assessment results, including the support data and analysis.

#### ASSUMPTIONS:

- Pollutant Load Reduction data will be provided through the Municipal Regional Stormwater NPDES Permit, (MRP), monitoring by others and used to determine and report average annual removal of PCBs and Mercury for the Project.
- Runoff volume data will be provided through MRP monitoring by others and will be used to determine annual runoff captured and treated by the Project.
- Trash load reduction values will be determined through On-land Visual Trash Assessment, OVTA, monitoring. Three separate onsite assessments will be conducted as part of this task. One monitoring event will be conducted prior to construction (baseline), one will be conducted after construction is completed, and the final will be conducted one year after construction is completed.
- Respond to one round of comments on the draft PAEP.

**DELIVERABLES:**

- Submit a draft PAEP.
- Submit a final draft PAEP.

**Task 3.2 – Outreach and Education**

Geosyntec and its consultant, the Watershed Group, will assist City to conduct outreach and education to meet grant agreement requirement for the CNRA Proposition 68 Urban Flood Protection Grant Program and SWB Proposition 1 Stormwater Grant Program. This task includes:

- Design a flyer or a mailer to educate residents on the benefits of Green Stormwater Infrastructure (GSI).
- Prepare a letter, from the City to educate and to remind residents not to park vehicles on top of the curb and gutters, sidewalks, GSI, and ADA grates.
- Design an interpretive element.

**ASSUMPTIONS:**

- All outreach and educational documents will be provided electronically.
- One round of review comments by the City.

**DELIVERABLES:**

- Submit a draft design of the flyer or mailer to the City staff for review.
- Submit a final design of the flyer or mailer to the City staff for review.
- Print and mail flyers to up to 200 addresses. City to provide the list of names and addresses.
- Submit a draft design of the interpretive elements for review and approval.
- Submit a final design of the interpretive elements for the City Contractor to install.

**Task 7.2 – Engineering Support for Construction**

Geosyntec will provide additional engineering support during the construction phase. This task includes:

- Review East Bay Municipal Utility District's (EBMUD) main water line relocation plan and provide utility surveying services for marking key utility conflict points. A survey drawing will be provided to the City for review.
- Modify plans and specifications, and issue addendums during the bidding phase as-needed.
- Responding to bidder request-for-information (RFIs) as needed
- Review construction submittals as needed
- Coordinate with the City's Construction Manager and Contractor to resolve design related issues on an as-needed basis.
- If requested by the City, prepare as-built drawings in CAD and PDF based on Contractor redlines and on-site observations.

#### ASSUMPTIONS

Due to the nature of the scope described above it is not feasible to predict effort needed to complete this task, therefore, it will be conducted as time and materials basis, and not exceed the amount listed in the fee table.

#### DELIVERABLES

- Submittal review ledger.
- As needed Design Modifications and Construction Bulletins.
- As-built drawings in CAD and PDF if requested by the City."

2. **COMPENSATION.** Section 2 of the Agreement, "Compensation," is amended to include the following provision:

"For the additional services rendered pursuant to this Agreement as amended, CITY shall pay Consultant an additional amount not to exceed **One Hundred Twenty-Nine Thousand Five Hundred Seventy-Seven Dollars (\$129,577)**, as further set forth in the detailed fee estimate attached as Attachment A to the Exhibit AMN6-A, for a total compensation under this Agreement, as amended, not to exceed **Six Hundred Twenty-Four Thousand Eight Hundred Sixty Dollars (\$624,860)**. "

3. **EFFECTIVE DATE AND TERM.** Section 4 of the Agreement "Effective Date and Term," is amended to be replaced by the following provision:

"The term of this Agreement ("Term") begins on the Effective Date set forth above, and expires on **June 30, 2025**. If the Term expires later than the end of the City's fiscal year, the continuation of the Term into the next fiscal year will be contingent upon the City's lawful encumbrance or

appropriation of new funds for the Agreement.”

4. All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

**APPROVED AS TO FORM:**

**CITY OF SAN PABLO**  
A Municipal Corporation

By \_\_\_\_\_  
Brian Hickey, City Attorney

By \_\_\_\_\_  
Matt Rodriguez, City Manager

Date signed \_\_\_\_\_

**GEOSYNTEC CONSULTANTS**

By \_\_\_\_\_  
Ken Susilo, P.E., Vice President

Date signed \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_  
Dorothy Gantt, City Clerk

Date signed \_\_\_\_\_

**Attachments:**

Exhibit AMN6-A: Consultant's Amendment Proposal dated April 5, 2024

Attachment A to AMN6-A: Fee estimate for Amendment Proposal dated April 5, 2024