



CITY COUNCIL AGENDA REPORT

MEETING DATE: FEBRUARY 2, 2004

ITEM NUMBER:

SUBJECT: CONTRACT CHANGE ORDER FOR PROFESSIONAL SERVICES AGREEMENT -
1901 NEWPORT PLAZA RESIDENCES FINAL EIR. NO. 1050

DATE: JANUARY 21, 2004

FROM: DEVELOPMENT SERVICES-PLANNING DIVISION

PRESENTATION BY: CLAIRE L. FLYNN, AICP, ASSOCIATE PLANNER

FOR FURTHER INFORMATION CONTACT: CLAIRE L. FLYNN, AICP, (714) 754-5278

RECOMMENDATION:

Approve a contract change order in the amount of \$26,012.25 for environmental consulting services related to preparation of the Final Environmental Impact Report (EIR) No. 1050 for the 1901 Newport Plaza Residences project. Authorize the Mayor to sign the contract change order.

BACKGROUND:

On May 20, 2002, the City entered into a professional services agreement with Bonterra Consulting, Inc. and Rutter Development in the amount of \$98,508.00, including an additional ten percent of the contract amount for project administration by City staff.

In April, 2003, a change order in the amount of \$9,850 was processed to fund additional environmental services including a weekend traffic analysis and revised aesthetic analysis.

On January 20, 2004, Council approved the 1901 Plaza Residences project. This approval allows for construction of a 145-unit condominium development.

ANALYSIS:

In accordance with City procedures, and with verbal authorization from Rutter Development, staff reviewed and approved Bonterra Consulting's request to increase the original contract scope of work and cost. Bonterra reported that several factors resulted in changes in the scope of work, including the project revisions requested by the applicant, extended project schedule, and additional environmental review for comments received during the additional public hearings. Due to the additional public hearings and environmental analysis related to the preparation of Final EIR No. 1050, a contract increase in the amount of \$26,012.25 is necessary. These expenses are associated with consultant expenses for additional work activity that took place in May-August, 2004 (\$21,057.25) and future work activity (\$4,955.00) subsequent to certification of the EIR. The contract change order is attached as Exhibit "A."

The full cost of the environmental services is borne by the applicant. Condition of approval #17B of the Final Master Plan requires that the applicant deposit the full payment at this time. City funds will not be spent on preparation of Final EIR No. 1050.

ALTERNATIVES CONSIDERED:

The contract change order is required to compensate Bonterra Consulting for the additional work on Final EIR No. 1050. The only alternative would be to deny staff's request.

FISCAL REVIEW:

There is no fiscal impact to the City for this contract change order. The full cost of the environmental services is borne by the applicant. Condition of approval #17B of the Final Master Plan requires that the applicant deposit the full payment at this time. City funds will not be spent on preparation of Final EIR No. 1050.

LEGAL REVIEW:

The City Attorney's Office has prepared the attached contract change order.

CONCLUSION:

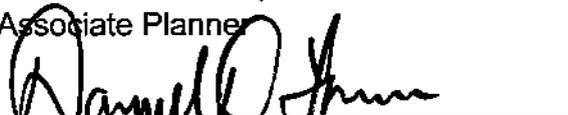
The contract amendment will allow developer payment for additional consultant work related to preparation of the Final EIR No. 1050, consultants' attendance at public hearings, and other related expenditures for this privately-initiated project.



CLAIRE L. FLYNN, AICP
Associate Planner



R. MICHAEL ROBINSON, AICP
Planning & Redevelopment Manager



DONALD D. LAMM
Dep. City Mgr.-Dev. Svs. Director

- DISTRIBUTION:
- City Manager
 - Acting City Attorney
 - City Clerk
 - Staff (4)
 - File (2)

Bonterra Consulting
151 Kalmus Drive, Suite E-200
Costa Mesa, CA 92626

David Eadie
Rutter Development Corp.
18012 Cowan, Suite 200
Irvine, CA 9261

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
FOR
1901 NEWPORT BOULEVARD ENVIRONMENTAL IMPACT REPORT**

This Amendment is made and entered into this 2nd day of February, 2004 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation (the "City"), Bonterra Consulting, a California corporation ("Consultant") and Rutter Development Corporation, a California corporation ("Applicant"). City, Consultant and Applicant are each individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Parties have previously entered into a Professional Services Agreement dated May 20, 2002 (the "Agreement");

WHEREAS, the Agreement provided that its term end on May 20, 2003 (the "Original Termination Date");

WHEREAS, Consultant perform certain professional services for the City after the Original Termination Date (the "Interim Work");

WHEREAS, the Parties wish to have Consultant perform additional professional services for the City;

WHEREAS, the Parties wish to compensate Consultant for the Interim Work and for the professional services contemplated by this Amendment;

NOW, THEREFORE, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby amend the Agreement as follows:

1. Consultant shall be paid Twenty-One Thousand Fifty-Seven Dollars and Twenty-Five Cents (\$21,057.25) for the Interim Work. Applicant shall make the payment for the Interim Work to the City prior to or in conjunction with this Amendment.

2. In addition to the professional services described in Exhibit A of the Agreement, Consultant shall provide the professional services described in Exhibit "1" attached hereto (the "Additional Services"). Consultant will perform the Additional Services pursuant to a schedule to be mutually determined by the City and the Consultant.

3. Consultant shall be paid for the Additional Services in accordance with the fee schedule set forth in Exhibit 1 and Section 2.4 of the Agreement. Consultant's compensation for the Additional Services shall in no case exceed Four Thousand Nine Hundred Fifty-Five Dollars (\$4,955.00). Applicant shall make a payment of Four Thousand Nine Hundred Fifty-Five

Dollars (\$4,955.00) to the City to cover the cost of the Additional Services. Such payment shall be made either prior to or in conjunction with this Amendment.

4. Paragraph 3 of the Agreement is hereby amended and replaced as follows:

The term of this Agreement shall begin on May 20, 2002 and shall end on January 25, 2005, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

5. All other provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, each of the Parties has executed this Amendment on the dates shown below.

CITY OF COSTA MESA,
A municipal corporation

Mayor of the City of Costa Mesa

BONTERRA CONSULTING
(CONSULTANT)

RUTTER DEVELOPMENT CORP.
(APPLICANT)

Name and Title

Name and Title

Social Security or Taxpayer ID Number

Social Security or Taxpayer ID Number

ATTEST:

Deputy City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

City Attorney, City of Costa Mesa

Project Manager

4

EXHIBIT 1
ADDITIONAL SERVICES

BonTerra

CONSULTING

An Environmental Planning Resource
Management Corporation

August 14, 2003

Ms. Kimberly Brandt
Planning Division
Development Services Department
City of Costa Mesa
77 Fair Drive, P.O. Box 1200
Costa Mesa, California 92628-1200

Subject: Future Work Tasks for the 1901 Newport Boulevard EIR No. 1050 Project

Dear Ms. Brandt:

At the request of the City of Costa Mesa, BonTerra Consulting has prepared this scope of services associated with future work efforts associated with the 1901 Newport Boulevard EIR project. The scope is included as Attachment A. An augment to the BonTerra Consulting Team's existing contract would be needed because all funds have been expended on completed tasks.

The anticipated fee associated with the scope of services is ~~\$7,517.00~~ ^{4,955.00 *QE*}, and includes labor and direct costs for the BonTerra Consulting Team. At the directive of the City of Costa Mesa, no additional work will be performed associated with the project without prior written authorization from the City.

Please contact me at (714) 444-9199 if have any questions or require additional information on the content of this letter.

Sincerely,

BONTERRA CONSULTING

[Signature]
Dana C. Privitt, AICP
Associate Principal

151 Kalmus Drive

Suite E-200

Costa Mesa

California 92626

(714) 444-9199

(714) 444-9599 fax

www.bonterraconsulting.com

R:\Projects\Costa\002\Revised Augment Ltr-081403.doc

Attachment A

**ATTACHMENT A
1901 NEWPORT BOULEVARD EIR SCOPE OF SERVICES**

Prepare Final EIR

Upon certification of the Final EIR, BonTerra Consulting would prepare a final compilation document inclusive of the EIR, EIR technical appendices, responses to comments, and resolutions. No new technical analysis is assumed.

Fee: \$3,060.00

Attendance at Meetings and Hearings

This scope of services assumes 12 hours of Ms. Privitt's time which can be used for: attendance at one hearing, preparation for the hearing, and assistance to the City of Costa Mesa providing needed technical support prior to the hearing.

Fee: \$1,380.00

Support Services: Word Processing, Editing, Graphics

Support services associated with preparation of the Final EIR, include word processing, graphics, and editing.

Fee: \$440.00

Direct Costs**

Additional funds would be expended by BonTerra Consulting associated with the distribution of project documents.

Fee: \$75.00

Technical Analyses

This scope of work assumes the attendance of Mestre Greve Associates and Austin-Foust Associates at one additional hearing and minor additional work products that may be required associated with continued consideration of the project by the City of Costa Mesa.

Fee: \$2,562.00*

Total: \$7,517.00

*- 2,562.00**

4,955.00

** Task deleted. Not applicable.*

*** All reproduction costs borne by Developer.*