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AUTHORIZATION FOR AGREEMENTS, MOUs, OR OTHER DOCUMENTS OBLIGATING THE CITY

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: Addendum to Stantec Prof Services Agreement

Date: 5/19/23

Statement of Purpose: Addendum #1 to Stantec Prof Svcs Agreement for Water Treatment Plant XR System Improvements - Change to schedule and scope - no cost change

Department Head Signature: [Signature]

Remarks, if any: _____

City Attorney Review and Signature: See attached 5/17/23 email from David Allen
Date: 5/17/23

Other Signatures as Requested by the City Attorney: See Attached

Name/Position
Date: _____

Budget Confirmed: Signature
Yes No N/A

Certificate of Insurance Attached: Yes No N/A

City Council Approval Needed: Yes No Date: _____

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 5/19/23

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: _____ Date: _____

Date posted on website: _____

Clare Paul

From: David Allen
Sent: Wednesday, May 17, 2023 12:42 PM
To: Black, Bryan; Odell, Adam; David Powell; Spencer Nebel
Cc: Clare Paul; Steve Stewart; Erik Glover; Melanie Nelson
Subject: Re: Stantec - Addendum No. 1 - 5/15/23 proposal
Attachments: Newport XR Membrane_Addendum No. 1 - Stantec.pdf

Thanks, Bryan ... and this e-mail can be used to confirm review of the attached addendum no. 1 for Spencer's signature.
--David

From: Black, Bryan [Bryan.Black@stantec.com]
Sent: Wednesday, May 17, 2023 12:26 PM
To: David Allen; Odell, Adam; David Powell
Cc: Clare Paul; Spencer Nebel; Steve Stewart; Erik Glover; Melanie Nelson
Subject: RE: Stantec - Addendum No. 1 - 5/15/23 proposal

Team, the addendum No. 1 signed by Stantec is attached. Please let us know if anything else is needed from Stantec.
We look forward to continuing to assist the City with water treatment.

Regards,

Bryan Black, PE
503.490.2041

The content of this email is the confidential property of Stantec and should not be copied, modified, retransmitted, or used for any purpose except with Stantec's written authorization. If you are not the intended recipient, please delete all copies and notify us immediately.

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STANDARD ADDENDUM FORM

Professional Services Agreement - ADDENDUM NO. 1 Water Treatment Plant XR System Improvements

This is an Addendum to a Professional Services Agreement: Water Treatment Plant XR System Improvements, dated November 4, 2022, hereinafter called Agreement, between the City of Newport (City), and Stantec Consulting Services, Inc. (Consultant).

- Change in schedule: Delayed four months - geotechnical considerations below.
- Change in fee:
- Modifies the Agreement in the following manner:

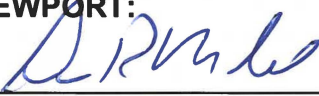
This Addendum does not change the overall cost of the Agreement. This Addendum, as set out in the attached May 15, 2023 Consultant proposal, repurposes **\$76,296** originally designated as subcontractor fees for PALL engineering services under the Consultant scope of services in the Agreement to two new, but related, categories of Consultant services/fees:

1. Geotechnical design services for the garage/storage building: **\$27,541** (new Task 8)
2. Design and construction contingency (Management Allowance): **\$48,755**
The City, in its sole discretion, may utilize the Management Allowance for items such as: (1) Additional engineering services related to the current scope during design or construction; (2) Assistance related to coordination between PALL and construction contractors; (3) Coordination assistance related to lack of City staff availability; (4) Unforeseen conditions that may arise during construction.

This Addendum may be executed in counterparts and a signed copy transmitted by facsimile or other electronic means, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement.

Except as expressly set forth herein, all provisions of the Agreement shall continue and remain in full force and effect.

CITY OF NEWPORT:

By: 
Title: City Manager
Date: 5/19/23

STANTEC CONSULTING SERVICES, INC:

By: Bryan Black
Title: Principal
Date: 5/17/23

Digitally signed by Bryan Black
DN: C=US, E=bryan.black@stantec.com,
O=Stantec, OU=2002, CN=Bryan Black
Date: 2023.05.17 12:21:52-0700



Stantec Consulting Services Inc.
601 SW Second Avenue, Suite 1400
Portland OR 97204-3128

May 15, 2023

Mr. David Powell
Public Works Director
City of Newport
169 SW Coast Hwy
Newport, OR 97365
Phone: (541) 574 3369
D.Powell@NewportOregon.gov

Hello Dear Mr. Powell Name,

**Subject: Proposal for Geotechnical Engineering Services
Newport Water Treatment Plant - Pall XR System Improvements
City of Newport, Newport, Oregon**

Dear Mr. Powell

As requested, Stantec is pleased to submit this proposal to perform geotechnical engineering services in support of design of the subject project located in Newport, Oregon ("the site"). The scope of work proposed herein will be executed under the terms and conditions of the Water Treatment Plant XR System Improvements Project. Stantec is requesting a no-cost-change order to reallocate a portion of the funds previously allocated to Pall Corporation to a new Geotechnical Engineering Task. Scope as summarized below.

1 Project Description

Stantec understands that City of Newport (City) is planning to construct a new single-story garage or storage structure with dimensions of approximately 55 feet by 30 feet.

2 Available Subsurface Data and Preliminary Assessment

Stantec reviewed available geotechnical boreholes performed under the footprint of the Membrane building, about 30 feet southeast from the site and under the footprint of the Clearwell, about 40 feet southwest from the site.

Subsurface stratigraphy under the Membrane building predominantly consists of up to a 25.5-foot-thick layer of Silt, Sand with silt, Sandy Silt, and decomposed Siltstone underlain by moderately weathered, soft to moderately hard Siltstone. Phreatic groundwater was not encountered in the boreholes performed for the Membrane building. Perched groundwater was encountered in one of the boreholes.

Subsurface stratigraphy under the Clearwell predominantly consists of about up to a 17-foot-thick layer of Organic Silt, Silt, Sandy Silt, elastic Sandy Silt with trace organics, which is underlain by an approximately 10-foot-thick layer of Sand with silt, Silty Sand, Poorly Graded Sand with silt, and decomposed siltstone. The above layer is underlain by moderately weathered, soft to moderately hard Siltstone. Depth of phreatic groundwater varied from 12 feet to 15 feet below the ground surface. It should be noted that the

stratigraphy at the Clearwell location is soft and more prone to settlement compared to the stratigraphy at the Membrane building.

Stantec also understands that a 3-story building with 2-stories below the ground surface was once present at the site and was demolished in 2010. Based on the discussions with City officials and review of limited available documents, the 2-stories below the ground surface were backfilled with recycled concrete fill. Available documents do not confirm the depth and lateral extents of recycled concrete fill, however, based on the discussion with the City officials, the depth of recycled concrete fill was about 12 feet below the ground surface.

The subsurface stratigraphy at the Membrane building and Clearwell was used to evaluate preliminary liquefaction and lateral spread assessments at the site. 1-D reconsolidation settlement estimates varied from 2 inches for subsurface at the Membrane building to 15 inches for subsurface stratigraphy at the Clearwell. A preliminary lateral spreading estimate was calculated to be up to 15 feet for a Cascadia Subduction magnitude earthquake.

The City believes a subsurface investigation program under the proposed structure is warranted to better evaluate the subsurface characteristics at the site due to the following reasons:

- No subsurface data is available under or near the proposed structure.
- There is a wide range in our preliminary estimates of post-earthquake settlement and lateral spreading due to the presence of varying subsurface stratigraphy at the Membrane building and Clearwell.

3 Proposed Subsurface Investigation

3.1 General

The proposed subsurface investigation program will include two (2) conventional soil boreholes with in-situ testing to characterize the site subsurface conditions and estimate engineering properties of subsurface materials. Drilling will be contracted by the City.

Stantec proposes to provide the following services under this Scope of Work (SOW), which may be broadly categorized as (1) Project Management and Safety Planning; (2) Geotechnical Investigation; (3) Laboratory Testing and Data Processing; and (4) Geotechnical Analysis and Reporting. These services are described below in further detail. Work performed will comply with Stantec's Quality Management System (QMS) to implement quality assurance and quality control principles.

3.2 Task 1 – Project Management and Safety Planning

This task covers contract approvals, project setup, and day-to-day project management and communication tasks. This includes weekly updates on project status and schedule and communicating potential issues that arise (changes in scope, delays, etc.). Additionally, this task includes budget for one (1) kickoff and one (1) progress meeting conducted by teleconference.

As part of this task, Stantec will also prepare a site-specific Health and Safety Plan (HASP) for field activities in accordance with Stantec safety policy. The plan will establish key contacts, field procedures, personal protective equipment (PPE) requirements, emergency procedures, and task-specific job safety assessments (JSAs).

3.3 Task 2 – Utility Clearance and Geotechnical Investigation

Task 2A. Utility Clearance

This subtask includes locating borehole sites and assisting the City in preparing the area for soil boring advancement. The components of this task are described below.

- **Site Reconnaissance.** Stantec staff will coordinate with the City through phone and email communications to identify the locations of the boreholes. No visits by Stantec's staff are anticipated for site reconnaissance. The locations will be modified as needed for access, with City's approval.
- **Utility Clearance.** Stantec will ensure Oregon 811 is contacted at least 72 hours before mobilization in accordance with State law. Stantec will request the City to provide us with any available plans of underground utilities to help in clearing exploration locations.
- **Air Knife / Vacuum Excavation.** Due to the presence of potential recycled concrete, it is unlikely that common geophysical methods (e.g., GPR or radiofrequency detection) will be effective to clear for underground utilities or buried obstructions. The City's Vacuum truck will "soft dig" (e.g., air knife / -vacuum) the first 5 feet of each boring location to clear for utilities.

Task 2B. Field Exploration

Stantec will conduct a field exploration program to characterize site subsurface conditions and estimate engineering properties of subsurface materials. The field exploration program will consist of two boreholes (SB23-01 and SB23-02) to an anticipated depth of 30 feet each below the existing ground surface.

The purpose of the boreholes will be to collect physical samples of the soils for laboratory index and strength testing, which will be used to identify physical and engineering properties of site soils. The boreholes will be advanced using hollow-stem auger methods above the groundwater table, and mud-rotary drilling methods if heaving conditions are encountered below the groundwater table. Split-spoon sampling and Standard Penetration Testing (SPT) will be conducted at 2.5-foot intervals until termination in accordance with ASTM D1586. A maximum of four (4) relatively undisturbed thin-wall tube samples will be collected for advanced laboratory testing in accordance with ASTM D1587. Field torvane/pocket penetrometer tests will be conducted on selected SPT samples and on all Shelby tube samples. Stantec has assumed that contaminated materials will not be encountered during the field explorations and that screening of soil samples with an organic vapor meter (PID) will not be required.

Spoils from Drilling. Stantec has assumed that the spoils generated from borings are non-hazardous cannot be spread on the site. City's drilling contractor will dispose the drill cuttings and perform required testing prior to disposing the cuttings.

Borehole Completion. After planned termination depth or refusal has been reached, water levels will be measured with a plumb line or water level indicator. The boreholes will be backfilled upon completion in accordance with local and state regulations. Approximate borehole location coordinates will be established by Stantec using hand-held GPS equipment providing an accuracy of ± 15 feet. Borehole locations will be clearly marked for subsequent surveying by others if greater accuracy is required.

Stantec will provide full-time oversight of the field exploration program by an engineer or geologist to coordinate activities with facility personnel and to modify the field-testing program, if necessary, based on the encountered subsurface conditions. Stantec staff will log borings, direct soil sampling, and package

samples for transport to the laboratory. Stantec has budgeted for a maximum of one (1) day on-site to provide field drilling and sampling oversight. A plan of the proposed field exploration locations is provided in **Figure 1**. Prior to the commencement of the field work, Stantec and the City will mutually agree upon the exploration locations and planned depths.

3.4 Task 3 – Laboratory Testing and Data Processing

Task 3A. Laboratory Testing

The samples recovered from the boreholes will be returned to our Stantec's laboratory for testing. Soil index and classification testing including moisture content, gradation (sieve and hydrometer), Atterberg Limits, and organic content will be performed where applicable. Testing on Shelby tube samples may include dry unit weight and may also include shear strength testing such as unconfined compression (UC) and/or unconsolidated-undrained triaxial compression (UU) testing.

All samples taken for tests will be retained by the laboratory for up to 60 days after the submittal of the geotechnical report prior to disposal.

Task 3B. Field Data Processing

Stantec will prepare borehole logs, pertinent profiles, and laboratory test tabulations using the data generated by the investigation. Stantec will implement levels of Quality Assurance / Quality Control (QA/QC) appropriate to the amount of data collected during the field investigation program.

4 Geotechnical Engineering Analysis and Report

Stantec will prepare a Geotechnical Engineering Report (GER). The GER will present the information obtained from the field and laboratory investigation and summarize the ground conditions encountered. The report will provide Stantec's interpretation of the site stratigraphy, summarize results of engineering calculations as applicable, and provide recommendations for design and construction of the proposed infrastructure.

In general, the GER will address the following as applicable:

- Project information
- Discussion of geology, topography, and faulting
- Discussion of site stratigraphy and groundwater conditions
- Engineering Analysis / Recommendations, including:
 - Seismicity (site class and seismic coefficients).
 - Liquefaction and lateral spreading assessment.
 - Earthwork (site preparation, excavation, material specifications, placement and compaction requirements, re-use).
 - Shallow Foundations (suitable types, allowable bearing capacity, settlement, and lateral capacity).
 - Ground improvement considerations.
 - Recommendations for the design groundwater level and potential need for dewatering; and

- Miscellaneous construction considerations related to encountered subsurface conditions.
- Figures / Appendices
 - Aerial plan of boring locations
 - Formal logs of boreholes
 - Laboratory test results

The GER will be prepared under the supervision of a licensed Professional Engineer in the State of Oregon experienced in geotechnical engineering. Stantec will issue a draft GER for review and comment in electronic format (PDF). Following receipt and incorporation of comments provided by the City, the final signed and sealed GER will be submitted electronically.

5 Estimated Fee

Stantec will perform the scope of work on a Time and Materials (T&M) basis for an estimated fee Not-to-Exceed (NTE) the value listed below.

| Task Description | Labor Cost | ODCs/Expenses | Total |
|---------------------|-------------|---------------|-------------|
| Geotechnical Report | \$23,021.00 | \$4,520.00 | \$27,541.00 |

Funds will be transferred from Task 4 to a new Task 8.

6 Schedule

Stantec can begin preliminary analysis and safety planning aspects of the work within 1 week upon receipt of written Notice to Proceed (NTP). Stantec will coordinate with the City's driller to the driller's availability.

Laboratory testing is expected to take approximately 4 weeks. A draft GER will be issued within 4 to 5 weeks of completion of field activities. The final stamped GER will be issued within 1 to 2 weeks following receipt of the City's comments.

Please note the schedule is dependent upon subcontractor availability, weather conditions, and other circumstances which may be beyond Stantec's reasonable control. If delays are anticipated, Stantec will immediately alert the City staff.

7 Assumptions

1. Stantec has assumed soft-dig methods are sufficient to clear unmarked utilities and did not include any budget for a private utility locator to perform radio-frequency detection.
2. Stantec has assumed that the City will clear the proposed borehole locations. Stantec takes no responsibility for any underground or buried structures, such as foundations, wells, septic systems, holding tanks, utilities, hazardous materials, or any other items of which no evidence can be found on the surface by a reasonable inspection or are not clearly marked by the utility locator.
3. Stantec has assumed that the City does not require any background checks or security clearance for Stantec and our subcontractors, if any, to access the site.

4. Stantec has assumed no on-site site-specific training is required and did not budget any hours for the training.
5. Stantec has assumed that the City will be responsible for obtaining all private property right-of-entry agreements and is responsible for notifying owners of schedule.
6. Stantec has assumed that the drilling cuttings are not contaminated and cannot be spread on the site. Stantec also assumed that City's drilling contractor will dispose the drill cuttings and perform required testing prior to disposing the cuttings.
7. Stantec has assumed no traffic control is required during field operations.
8. Surveying of borehole locations, if required, will be provided by others. Budget for surveying is not included in this scope.
9. The draft and final deliverables will be provided to the City as electronic documents.
10. All samples taken for tests will be retained for up to 60 days after the submittal of the geotechnical report prior to disposal.
11. Our professional services will be performed in accordance with generally accepted engineering practices at the time the work is performed. No expressed or implied representation or warranty is included or intended in our reports.

Best regards,

STANTEC CONSULTING SERVICES INC.

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