

**FIFTH AMENDMENT
TO
CONSULTANT SERVICES AGREEMENT**

THIS FIFTH AMENDMENT TO CONSULTANT SERVICES AGREEMENT (the “Fifth Amendment”) is made and entered into as of _____, 2025, by and between the CITY OF ORANGE, a municipal corporation (“City”), and TETRA TECH, INC., a Delaware corporation (“Consultant”), with reference to the following:

A. City and Consultant entered into a Consultant Services Agreement (Agreement No. 6780) dated June 11, 2019, which is incorporated herein by this reference (the “Original Agreement”); and

B. City and Consultant amended the Original Agreement to revise the Scope of Services and increase the compensation by a First Amendment to Consultant Services Agreement (Agreement No. 6780.1) dated April 1, 2020, which is incorporated herein by this reference (the “First Amendment”); and

C. City and Consultant amended the Original Agreement to revise the Scope of Services and increase the compensation by a Second Amendment to Consultant Services Agreement (Agreement No. 6780.2) dated April 12, 2022, which is incorporated herein by this reference (the “Second Amendment”); and

D. City and Consultant amended the Original Agreement to revise the Scope of Services and increase the compensation by a Third Amendment to Consultant Services Agreement (Agreement No. 6780.3) dated January 23, 2024, which is incorporated herein by this reference (the “Third Amendment”); and

E. City and Consultant amended the Original Agreement to revise the Scope of Services and increase the compensation by a Fourth Amendment to Consultant Services Agreement (Agreement No. 6780.4) dated August 27, 2024, which is incorporated herein by this reference (the “Fourth Amendment”); and

F. City and Consultant desire to further amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement to revise the Scope of Services and increase the compensation.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2. Cross-References. City and Consultant agree that all references in this Fifth Amendment are deemed and construed to refer to the Original Agreement, as implemented by this Fifth Amendment.

Section 3 **Revised Scope of Services.** The Scope of Services, Section 1, Exhibit A of the Original Agreement, is hereby amended, modified and supplemented to include the services described on Exhibit A attached hereto and incorporated herein by this reference.

Section 4 **Compensation.** The total not-to-exceed compensation for the services to be rendered as set forth in Section 2.a of the Original Agreement is increased by FIFTY-NINE THOUSAND EIGHT HUNDRED DOLLARS and 00/100 (\$59,800.00) and Section 2.a is hereby amended in its entirety to read as follows:

“Consultant's total compensation for all services performed under this Agreement, shall not exceed ONE MILLION FIFTY-SIX THOUSAND ONE HUNDRED FIFTY DOLLARS and 00/100 (\$1,056,150.00) without the prior written authorization of City.”

Section 5. **Integration.** This Fifth Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Fifth Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this Fifth Amendment shall control and govern the rights and obligations of the parties.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Fifth Amendment, the parties enter into this Fifth Amendment on the year and day first above written.

“CONSULTANT”

“CITY”

TETRA TECH, INC., a Delaware corporation

CITY OF ORANGE, a municipal corporation

*By: Tom Epperson
Printed Name: Tom Epperson
Title: Vice President

By: _____
Daniel R. Slater, Mayor

*By: _____
Printed Name: _____
Title: _____

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian
Senior Assistant City Attorney

***NOTE:**
- *If CONSULTANT is a corporation, the City requires the following signature(s): (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR*
- *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.*

√

EXHIBIT "A"

SUPPLEMENTAL SCOPE OF SERVICES

[Behind this page.]



March 31, 2025

Transmitted via E-mail: tcao@cityoforange.org

Mr. Tuan Cao, PE, Senior Civil Engineer
 City of Orange
 189 S. Water Street
 Orange, CA 92866

**Reference: Well No. 28 and Public Mini Park – Agreement No. 6780
 Amendment No. 5 for Additional Construction Support for Well No. 28**

Dear Mr. Cao:

Tetra Tech has been providing engineering services on Well No. 28 and Public Mini Park project since June 2019 under Agreement No. 6780. Tetra Tech is currently providing construction phase services and the approved budget for the design and construction support services based on Amendment No. 4 is \$996,350.

The quantities for the various scope items for the construction phase services were established in the original proposal, updated to include PFAS by Amendment No. 2, and modified by Amendment No. 3 and Amendment No. 4. Construction phase services depend greatly on the Contractor’s construction schedule, the adequacy of his submittals, the requested changes in the shop drawings, the details of any modifications requested by the Contractor, the amount of re-submittals, the amount of issues/conflicts that arise during construction, and the amount of scope the City and/or construction manager will complete instead of the design engineer. Tetra Tech does not control the amount of the shop drawings, the quantity of RFIs, or the issues that arise during the construction of the project. The purpose of this correspondence is to request an increase in our approved budget to allow Tetra Tech to continue providing engineering services during construction until the anticipated completion of construction.

SUMMARY OF SERVICES PERFORMED TO DATE

Tetra Tech has performed to date the following services during construction:

<i>Task Description</i>	<i>Approved Budget</i>		<i>Quantities to Date End of March 2025</i>		
	<i>Quantity</i>	<i>Budget</i>	<i>Quantity</i>	<i>% Approved Quantity</i>	<i>Budget Spent</i>
EQUIPPING WELL NO. 28					
Project Management	10 months	\$ 2,380	14	140%	\$ 3,250
Addenda	2	\$ 7,660	2	100%	\$ 7,660
Construction Meetings	5	\$ 6,605	5	100%	\$ 6,650
Shop Drawings	160	\$ 77,550	164	103%	\$ 79,490
RFI Responses	80	\$ 29,020	94	118%	\$ 34,100
Minor Plan Revisions	40 hours	\$ 6,300	28 hours	70%	\$ 4,400
Record Drawings	1	\$ 6,185	Not Done	0%	\$ 0
DDW Permitting Assistance	1	\$ 5,000	Not Done	0%	\$ 0

<i>Task Description</i>	<i>Approved Budget</i>		<i>Quantities to Date End of March 2025</i>		<i>Budget Spent</i>
	<i>Quantity</i>	<i>Budget</i>	<i>Quantity</i>	<i>% Approved Quantity</i>	
Review Change Orders	2	\$ 3,100	0	0%	\$ 0
Landscape & Architecture Support	1	\$ 45,900	In process	63%	\$ 29,050
Well Equipping Startup	1	\$ 6,000	Not Done	0%	\$ 0
Valve Tree Design	--	--	1	100%	\$ 5,000
Structural Observations	--	--	7	--	\$ 6,300
Geotechnical Observation	0	\$ 0	0	0%	\$ 0
<i>EQUIPPING SUBTOTAL</i>	<i>--</i>	<i>\$ 195,700</i>	<i>--</i>	<i>90%</i>	<i>\$ 175,900</i>
PFAS CONSTRUCTION SUPPORT SERVICES					
Project Management	8 months	\$ 1,344	8	100%	\$ 1,344
Addenda	1	\$ 2,090	1	100%	\$ 2,090
Construction Meetings	1	\$ 480	1	100%	\$ 480
Shop Drawings	30	\$ 9,150	30	100%	\$ 9,150
RFI Responses	15	\$ 4,436	15	100%	\$ 4,436
Plan Revisions	20	\$ 2,000	20	100%	\$ 2,000
Geotechnical Observation	120 hrs	\$ 26,950	120 hrs	100%	\$26,950
<i>PFAS SUBTOTAL</i>	<i>--</i>	<i>\$ 46,450</i>	<i>--</i>	<i>100%</i>	<i>\$ 46,450</i>
Totals	--	\$ 242,150		92%	\$ 222,350

Tetra Tech has about \$19,800 remaining in our construction support services budget. Of this remaining budget, \$16,850 will be owed to our Landscape & Architecture Support (subconsultant DVD). To allow Tetra Tech to continue providing the City with Construction Support Services, Tetra Tech is requesting additional budget due to the following additional construction support services that were not included in our approved budget to date.

ADDITIONAL CONSTRUCTION SUPPORT SERVICES

Based on the Contractor’s Baseline Schedule, construction will not be completed until May 2025. Based on the current status, we are assuming that the following additional work will be required in order to continue providing construction support services to the end of the construction of the project.

WELL EQUIPPING CONSTRUCTION SUPPORT SERVICES

Item No. 1: Additional Project Management

Our approved budget was based on providing Project Management services for a maximum of ten months. Assuming the project is completed at the end of May 2025 (including startup), Tetra Tech will have provided Project Management services for a total of sixteen (16) months, or an additional six (6) months. We are requesting an increase of \$1,500 for this additional item of work.

Item No. 2: Additional Shop Drawings

Tetra Tech has been required to review 164 well equipping shop drawings. Our approved budget was based on reviewing a maximum of 160 shop drawings. We assume that we will be required to review an additional twenty-six (26) shop drawings or resubmittals for a total of about 190 well equipping shop drawings. Based on the average cost of review (\$480/shop drawing), we are requesting an additional budget of **\$14,400** to review the additional thirty (30) well equipping shop drawings.

Item No. 3: Additional Requests for Information Responses

Tetra Tech has already responded to 94 well equipping Requests for Information (RFIs). Our approved budget was based on responding to a maximum of 80 RFIs. We assume that we will be required to respond to an additional forty-three (43) RFIs for a total of about 137 well equipping RFIs. Based on the average cost of review (\$360/RFI), we are requesting an additional budget of **\$20,500** to respond to the additional fifty-seven (57) RFIs.

Item No. 4: Structural Observations

Tetra Tech has been requested by the City to perform structural observations (including preparation of a report) of various well equipping structures. The following is a summary of these on-site structural observations:

- July 7, 2024: reinforcing for the Chemical and Electrical Building;
- July 19, 2024: reinforcing for the Chemical and Electrical Building;
- August 16, 2024: CMU reinforcing for the Chemical and Electrical Building;
- August 26, 2024: CMU reinforcing and structural steel for the Chemical and Electrical Building;
- October 15, 2024: Reinforcing of the concrete slab and pipe supports;
- October 24, 2024: Reinforcing of the concrete slab; and
- November 6, 2024: Reinforcing of boundary wall by Chemical and Electrical Building.

Our approved budget did not have any monies for performing these structural observations. We are recommended the City budget for an additional 3 structural observations. We are requesting approval of a budget of **\$8,400** for these ten (10) structural observations that have been performed or will be performed in the future.

Item No. 5: Valve Tree Anchorage Design

The City requested Tetra Tech to perform the structural design of the valve tree anchoring per October 30, 2024 e-mail. Tetra Tech performed the structural calculations and design detail for the valve tree anchorage. Tetra Tech requested an additional **\$5,000** for this item of work.

Item No. 6: Additional Park Design

Tetra Tech recommends additional monies be budgeted for the finalization of the park design. This will allow for the City to continue to make changes, improvements, or minor modifications to the park design features as construction continues. Tetra Tech recommends an additional

In summary, we are requesting to increase the construction support services budget for Well Equipping by **\$59,800**.

SUMMARY OF REQUESTED BUDGET INCREASE

Tetra Tech is proposing to perform the additional construction support services on a time and material basis with the following not to exceed budget amount.

<i>Task Description</i>	<i>Currently Approved</i>		<i>Requested Additional</i>		<i>Requested Budget</i>	
	<i>Quantity</i>	<i>Budget</i>	<i>Quantity</i>	<i>Additional Budget</i>	<i>Quantity</i>	<i>New Budget</i>
EQUIPPING WELL NO. 28						
Project Management	10 months	\$ 2,380	6	\$ 1,500	16 months	\$ 3,880
Addenda	2	\$ 7,660	--	\$ 0	2	\$ 7,660
Construction Meetings	5	\$ 6,605	--	\$ 0	5	\$ 6,605
Shop Drawings	160	\$ 77,550	30	\$ 14,400	190	\$ 91,950
RFI Responses	80	\$ 29,020	57	\$ 20,500	137	\$ 49,520
Minor Plan Revisions	40 hours	\$ 6,300	--	\$ 0	40 hours	\$ 6,300
Record Drawings	1	\$ 6,185	--	\$ 0	1	\$ 6,185
DDW Permitting Assistance	1	\$ 5,000	--	\$ 0	1	\$ 5,000
Review Change Orders	2	\$ 3,100	--	\$ 0	2	\$ 3,100
Landscape & Architecture Support	1	\$ 45,900	1	\$ 10,000	1	\$ 55,900
Well Equipping Startup	1	\$ 6,000	--	\$ 0	1	\$ 6,000
Valve Tree Design	--	--	1	\$ 5,000	1	\$ 5,000
Structural Observations	--	--	10	\$ 8,400	10	\$ 8,400
Geotechnical Observation	0	\$ 0	--	\$ 0	0	\$ 0
EQUIPPING SUBTOTAL	--	\$ 195,700	--	\$ 59,800	--	\$ 255,500
Project Management	8 months	\$ 1,344	--	\$ 0	8 months	\$ 1,344
Addenda	1	\$ 2,090	--	\$ 0	1	\$ 2,090
Construction Meetings	1	\$ 480	--	\$ 0	1	\$ 480
Shop Drawings	30	\$ 9,150	--	\$ 0	30	\$ 9,150
RFI Responses	15	\$ 4,436	--	\$ 0	15	\$ 4,436
Plan Revisions	20	\$ 2,000	--	\$ 0	20	\$ 2,000
Geotechnical Observation	120 hours	\$ 26,950	--	\$ 0	120 hours	\$ 26,950
PFAS SUBTOTAL	--	\$ 46,450	--	\$ 0	--	\$ 46,450
Totals	--	\$ 242,150	--	\$ 59,800	--	\$ 301,950

Mr. Tuan Cao, PE, Senior Civil Engineer
March 31, 2025

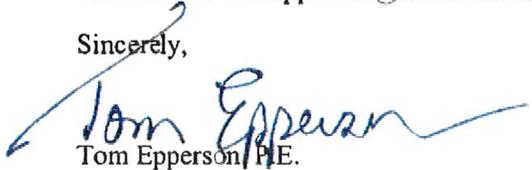
Tetra Tech is recommending the City approve an increase of **\$59,800** for construction support services for Well 28 Equipping. By approving this request, our approved budget for construction support services for Well 28 Equipping will be increased from \$195,700 to **\$255,500**.

Our approved project budget will be increased from \$996,350 to **\$ 1,056,150**.

We have about \$19,800 budget remaining but over \$16,800 of this budget is for our subconsultant (Landscape & Architecture (DVD) services). Therefore, we will be out of monies as soon as DVD completes its work.

Should you require additional information or have any questions, please feel free to contact me at 949/809-5156 or via e-mail at tom.epperson@tetrattech.com.

Sincerely,

A handwritten signature in blue ink that reads "Tom Epperson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Tom Epperson, P.E.
Vice President

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P:\200-09394-19001 ProjMgmt\Correspondence\Additional Equipping Construction Support (03-31-25)