

THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, ("City"), and Provost & Pritchard Engineering Group, Inc., a California Corporation, whose address of record is 2505 Alluvial Avenue, Clovis, California 93611, ("Consultant").

WHEREAS, City is undertaking a project to do quarterly groundwater monitoring reports; and

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services ("Agreement") dated July 5, 2016, a First Amendment dated July 5, 2017, and a Second Amendment dated July 2, 2018; and

WHEREAS, City and Consultant desire to amend the Agreement to modify the scope of services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. Section 26, "ADDITIONAL WORK," is hereby added to the Agreement to read as follows:

"SECTION 26. ADDITIONAL WORK. Consultant shall perform the additional work outlined in the proposal from Consultant to City dated April 30, 2019, attached hereto as Exhibit "1".

2. Section 27, "ADDITIONAL COMPENSATION," is hereby added to the Agreement to read as follows:

"SECTION 27. ADDITIONAL COMPENSATION. City shall pay to Consultant the not to exceed additional sum of Sixty Thousand Three Hundred Dollars (\$60,300.00) for the additional work described in the

proposal attached hereto as Exhibit "1" and in accordance with the rates set forth on Exhibit "1."

3. Except as herein amended, the Agreement dated July 5, 2016, First Amendment dated July 5, 2017, and Second Amendment dated July 2, 2018, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Third Amendment to Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Deputy City Clerk

APPROVED AS TO FORM:

BY:  5-3-19
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
PROVOST & PRITCHARD
ENGINEERING GROUP, INC.,
A California Corporation

BY: 
(Signature)

RANDY HOPKINS
(Typed Name)

Its: VICE-PRESIDENT
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 94-2187078

ADDRESS: 2505 Alluvial Ave.
Clovis, CA 93611

TELEPHONE: (559) 326-1100

FAX: (559) 326-1090

E-MAIL: www.ppeng.com

April 30, 2019

Mr. Joseph Angulo
Environmental Project Manager
City of Merced
678 18th Street
Merced, CA 95340

SUBJECT: Quarterly Ground Water Monitoring Reports for the
Third and Fourth Quarter 2019 and the
First and Second Quarter 2020
For PCE Project including 1-Hour R Street Site, Parkway, Sunshine, Bel
Air, Simpson's, and Merced Laundry Dry Cleaners, City of Merced

Dear Mr. Angulo,

At your request, Provost & Prichard Consulting Group (P&P) is providing you with our cost estimate to provide continuing quarterly groundwater reporting for the PCE project. As you indicated this contract would be for a time period covering the Third and Fourth (annual report) Quarter 2019 and the First and Second Quarter 2020. The quarterly reporting will include the data from the six dry cleaners sites currently being monitored by the City for the "PCE project." The City has designated specific wells for each of these sites. The City has indicated sampling up to 75 groundwater monitoring wells for this program as amended a number of times to reduce the total number of wells sampled since 2007. All wells are monitored for depth to groundwater each quarter.

Since the beginning of the PCE project several modifications have been incorporated into the reporting in response to comments from the Regional Water Quality Control Board (RWQCB) for additional groundwater mapping and soil vapor extraction system and ozone/ air sparging data for one operating system at Parkway and operation of a remediation system at Sunshine. The cost estimate is intended to include the preparation of the required and anticipated reporting during the contract period. This cost estimate includes the preparation of three (3) quarterly reports and one annual report, following our receipt of laboratory data from the City contracted lab and the field sampling records from the City contracted consultant in accordance with RWQCB requests as approved by the City.

SCOPE OF WORK

P&P will prepare four quarterly groundwater monitoring reports in accordance with the City's directions, the City's approval of RWQCB requests and generally accepted standards for such reporting.

The 2019/2020 quarterly reports will build on the data and format of previous reporting and provide updated graphs, tables and maps for review and consideration by the RWQCB, the court and the City. The Fourth Quarter report will double as the annual

report and will include additional sections and data interpretations based on the previous year's data. Seasonal fluctuations of water levels and the affect (if any) on PCE concentrations, plume movement and the results of the previous month's remedial activities (PCE removal or destruction rates) with project totals will be discussed.

ASSUMPTIONS AND ESTIMATED COSTS

P&P will continue to upload the lab data in EDF format provided by the contract laboratory to Geotracker, as well as the quarterly report. P&P will invoice for our service on a time and material basis not to exceed the estimated fee, without prior written approval. We have increased this year's budget up approximately 3 percent to account for some increase in cost. The invoicing will occur monthly for the level of effort expended during the billing cycle. Fee will be based on P&Ps 2019 Fee schedule (attached). P&P will perform the scope of work discussed herein for an estimated fee of \$60,300.

FEE ESTIMATE

Four Quarterly Reports	\$60,300
TOTAL CONTRACT	\$60,300

LIMITATIONS

P&P offers various levels of investigative, engineering and design services to suit the varying needs of our Clients. Although risk can never be eliminated, more detailed and extensive investigations yield more information, which help understand and manage the level of risk. Since detailed investigation and analysis involves greater expenses, our Clients assist with determining levels of services that will provide adequate information for their purposes at acceptable levels of risk. Acceptance of this proposal indicates the City of Merced has reviewed the scope of work and determined you do not need or want a greater level of services than that being proposed. Any exception should be noted and may result in high fees.

Regulations and professional standards applicable to P&P services are continually evolving. Techniques are, by necessity, often new and relatively untried. Different professionals may reasonably adopt different approaches to similar problems. Therefore, no warranty or guarantee, express or implied, will be included in P&P's scope of services.

AUTHORIZATION

If there is a need for any change in the scope of services described in this fee estimate please call us immediately. Changes may require revision of the proposed fee that will be communicated to you.

All information gathered during this project is considered confidential and will be released only upon written authorization of the City of Merced or as required by law.

We appreciate the opportunity to submit this fee estimate and look forward to working with you on this project. If you have any questions or need additional information, please contact Dave or Stephanie in our Clovis Office at (559) 326-1100.

Sincerely,

Provost and Pritchard Consulting Group


Stephanie Gillaspy, EIT
Senior Environmental Specialist


David W. Norman
Principal Environmental Specialist



PROVOST & PRITCHARD CONSULTING GROUP
STANDARD FEE SCHEDULE
Effective 1/1/2019
 (hourly rates)

This schedule supersedes previously published fee schedules as of the effective date
Multi-year contracts are subject to any subsequent changes in these rates

	<u>Fee</u>
<u>ENGINEERING STAFF:</u>	
Assistant Engineer	\$ 95.00 - \$115.00
Associate Engineer	\$120.00 - \$140.00
Senior Engineer	\$145.00 - \$175.00
Principal Engineer	\$180.00 - \$220.00
<u>SPECIALISTS:</u>	
Assistant Environmental Specialist	\$ 85.00 - \$110.00
Associate Environmental Specialist	\$117.00 - \$147.00
Senior Environmental Specialist	\$150.00 - \$175.00
Principal Environmental Specialist	\$185.00 - \$215.00
Associate GIS Specialist	\$ 95.00 - \$115.00
Senior GIS Specialist	\$120.00 - \$150.00
Assistant Geologist/Hydrogeologist	\$ 90.00 - \$105.00
Associate Geologist/Hydrogeologist	\$110.00 - \$135.00
Senior Geologist/Hydrogeologist	\$150.00 - \$180.00
Associate Water Resources Specialist	\$ 95.00 - \$115.00
Senior Water Resources Specialist	\$120.00 - \$150.00
<u>PLANNING STAFF:</u>	
Assistant Planner/CEQA-NEPA Specialist	\$ 75.00 - \$ 95.00
Associate Planner/CEQA-NEPA Specialist	\$100.00 - \$125.00
Senior Planner/CEQA-NEPA Specialist	\$140.00 - \$165.00
Principal Planner/CEQA-NEPA Specialist	\$170.00 - \$195.00
<u>TECHNICAL STAFF:</u>	
Assistant Technician	\$ 75.00 - \$ 95.00
Associate Technician	\$100.00 - \$120.00
Senior Technician	\$130.00 - \$145.00
<u>CONSTRUCTION SERVICES:</u>	
Associate Construction Manager	\$115.00 - \$135.00
Senior Construction Manager	\$140.00 - \$162.00
Principal Construction Manager	\$170.00 - \$200.00
Construction Manager Prevailing Wage ^{(1) (2)}	\$142.00 - \$167.00
<u>SUPPORT STAFF:</u>	
Administrative Assistant	\$ 65.00 - \$ 85.00
Project Administrator	\$ 73.00 - \$ 93.00
Project Manager	\$125.00
Intern	\$ 65.00
<u>SURVEYING SERVICES:</u>	
LSIT Surveyor	\$ 95.00 - \$115.00
Licensed Surveyor	\$125.00 - \$160.00
	<u>Prev. Wage (1)</u>
1 Man Survey Crew	\$165.00 \$190.00
2 Man Survey Crew	\$230.00 \$270.00
2 Man Survey Crew including LS	\$265.00 \$275.00
1 Man CORS Survey Crew	\$180.00
2 Man CORS Survey Crew	\$230.00
UAV (Drone) Services	\$205.00
(Field Work not including survey equipment billed at individual standard rate plus vehicle as appropriate)	

EXPERT WITNESS: As quoted.

TRAVEL TIME (for greater than 1 hour from employee's base office): \$80/hr (unless the individual's rate is less)

PROJECT COSTS:

Mileage	IRS value + 15%
Outside Consultants	Cost + 15%
Direct Costs	Cost + 15%

- (1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings and Kern Counties, other counties as quoted.
 (2) Overtime for Construction Services prevailing wage will be calculated at 125% of the standard prevailing wage rate.