

**FIFTH AMENDMENT TO AGREEMENT FOR
PROFESSIONAL SERVICES
(Design Professional)**

THIS FIFTH AMENDMENT TO AGREEMENT is made and entered into this 15TH day of JUNE, 2020, by and between the City of Merced, a California Charter Municipal Corporation (“City”), and Stantec Consulting Services, Inc., a New York Corporation, whose address of record is 200, 10160 – 112 Street, Edmonton AB, Canada T5K 2L6, (“Consultant”).

WHEREAS, City is undertaking a project to prepare a Sewer Master Plan for the City of Merced (“Project”); and

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services (“Agreement”) dated April 1, 2013, a First Amendment to said Agreement dated June 16, 2014, a Second Amendment to said Agreement dated April 20, 2015, a Third Amendment to said Agreement dated April 17, 2017, and a Fourth Amendment to said Agreement dated September 4, 2018; and

WHEREAS, City and Consultant desire to amend said Agreement to provide for additional services in connection with said project.

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

1. Section 29, “ADDITIONAL SCOPE OF SERVICES,” is hereby added to the Agreement to read as follows:

“29. ADDITIONAL SCOPE OF SERVICES. The Scope of Services is amended in accordance with the changes outlined in Exhibit 1 attached hereto.”

2. Section 30, “ADDITIONAL COMPENSATION,” is hereby added to the Agreement to read as follows:

“30. ADDITIONAL COMPENSATION. The City shall pay to Consultant the not to exceed additional sum of Sixty-One Thousand Five Hundred Dollars (\$61,500.00) for the additional services described in Exhibit 1 and in

accordance with the fee schedule set forth on Exhibit 1,
attached hereto."

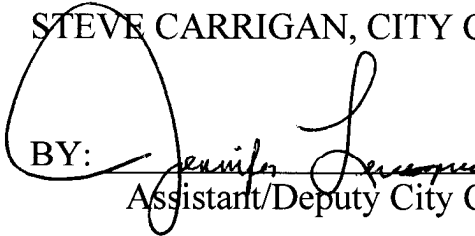
3. Except as herein amended, the Agreement dated April 1, 2013, First Amendment dated June 16, 2016, Second Amendment dated April 20, 2015, Third Amendment dated April 17, 2017, and Fourth Amendment dated September 4, 2018, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Fifth 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: 
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY:  5-29-20
City Attorney Date



213469

PC#109009

ACCOUNT DATA:

BY: 
Verified by Finance Officer V-14324
Funds available by 6/17/20 FZ 4/18/20
553-1107-532-17-00 113059

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61,500.00

CONSULTANT
STANTEC CONSULTING SERVICES,
INC., A New York Corporation

BY: David Price
(Signature)

David Price
(Typed Name)

Its: Senior Principal
(Title)

BY: Steven L. Beck
(Signature)

Steven L. Beck
(Typed Name)

Its: Senior Principal
(Title)

Taxpayer I.D. No. 68-0309852

ADDRESS: 3875 Atherton Road
Rocklin, CA 95765

TELEPHONE: (916) 773-8100

FAX: (916) 773-8448

E-MAIL: steven.beck@stantec.com

City of Merced
Sewer Master Plan Project Update
Scope of Services
Amendment No. 5

In April of 2013, the City of Merced (City) authorized Stantec Consulting Services, Inc. (Stantec) with an Agreement for Professional Services (Agreement) to prepare an update to the City's 2007 Draft Sewer Master Plan. The scope of this effort is defined in the Agreement and Amendments Number (No.) 1, No. 2, No.3 and No. 4, authorized subsequently and includes the following major tasks:

Task Name	Task Status
1) Update New Land Use Assumptions (2030 Vision General Plan) and Wastewater Flows	Complete
2) Assess Available Capacity in Sewers	Complete
3) Determine Sewer System Needs at General Plan Buildout	Complete
4) Develop Interim Service Plan	Complete
5) Develop Sewer Repair and Replacement Program	Complete
6) Develop Industrial Waste Acceptance Decision Matrix	Complete
7) Project Meetings	Complete
8) Prepare Draft and Final Master Plan Report	Complete
9) Project Management and Administration	In Progress
10) Coordination and review of satellite pretreatment facilities engineering evaluation	Complete
11) Evaluate conveyance options for flows from University and Airport Satellite Industrial Pretreatment facilities	Complete
12) Expansion of the City WWTF	Complete
13) Estimate Cost of Handling waste streams from pretreatment facilities	Complete
14) Prepare Draft and Final Technical Memorandum	Complete
15) Project Definition and Organization (Environmental)	Complete

16) Preparation of the Environmental Checklist, Initial Study, and Notice of Preparation	Complete
17) Preparation of Draft EIR	In Progress
18) Preparation of the Final EIR	Pending
19) Certification of the Final EIR and Project Approval	Pending
20) Environmental Documentation Project Management, Meetings and Quality Control	In Progress
21) Asset Management Support	Complete
22) Satellite Treatment Information	Complete
23) Financing Options	Complete
24) Assessment District Formation Assistance	In Progress

Stantec has worked with City staff completing the tasks described above and in more detail in the original Agreement for Professional Services dated April 1, 2013 (the Agreement), and subsequent Amendments Nos. 1, 2, 3 and 4.

This Amendment No. 5 has been prepared to define scope adjustments associated with overall project coordination and management, Administrative Draft EIR development, and Assessment District Formation Assistance.

In this Amendment No. 5, the additional costs are reflected in Tasks; 9, 17 and 24. Further description of the additional effort expended and estimated to complete our work is provided in those corresponding task descriptions below. City staff and Stantec have agreed that the Agreement approved in April 2013 should be amended to reflect the additional effort summarized above and detailed throughout this Amendment No. 5 Scope of Services. Modifications to the scope of services are as follows:

TASK 1: UPDATE NEW LAND USE ASSUMPTIONS AND WASTEWATER FLOW

As described by the scope of services for Task 1 per the current Agreement.

Budget: No change. \$11,088

TASK 2: ASSESS AVAILABLE CAPACITY IN SEWERS

As described by the scope of services for Task 2 per the current Agreement.

Budget: No change. \$8,512

TASK 3: DETERMINE SEWER SYSTEM NEEDS AT GENERAL PLAN BUILDOUT

As described by the scope of services for Task 3 per the current Agreement.

Budget: No change. \$29,300

TASK 4: DEVELOP INTERIM SERVICE PLAN

As described by the scope of services for Task 4 per the current Agreement.

Budget: No change. \$22,250

TASK 5: DEVELOP SEWER REPAIR AND REPLACEMENT PROGRAM

As described by the scope of services for Task 5 per the current Agreement.

Budget: No change. \$16,500

TASK 6: INDUSTRIAL WASTE ACCEPTANCE DECISION MATRIX

As described by the scope of services for Task 6 per the current Agreement.

Budget: No change. \$21,150

TASK 7: PROJECT MEETINGS

As described by the scope of services for Task 7 per the current Agreement and Amendment No. 4.

Budget: No change. \$56,200

***please note budget reduced to account for previous error on Amendment #1 total, no change to approved contract total.*

TASK 8: PREPARE DRAFT AND FINAL MASTER PLAN REPORT

As described by the scope of services for Task 7 per the current Agreement.

Budget: No change. \$93,800

TASK 9: PROJECT MANAGEMENT AND ADMINISTRATION

Additional budget is requested for Project Management and Administration effort to cover the balance of the additional EIR effort authorized by this Amendment No. 5. Project management for the delivery team preparing environmental document (Tasks 15-20) is included in Task 20. The scope of this task (9) is amended to include additional effort related to managing the remainder of the EIR and assessment district efforts (Task 24), providing additional Engineering support and input to those tasks, coordination and communication with City staff, as needed, and oversight.

Therefore, Stantec is requesting the authorized amount of this task be increased as indicated here and in the attached Amendment No.5 Consulting Services Fee Estimate Breakdown.

Revised Budget: \$30,800 (\$5,600 additional)

TASK 10: COORDINATION AND REVIEW OF SATELLITE PRETREATMENT FACILITIES ENGINEERING EVALUATION

As described by the scope of services for Task 10 per the current Agreement and Amendment No. 3, thereto, which removed this task.

Budget: No change. \$0

TASK 11: EVALUATE CONVEYANCE OPTIONS FOR FLOWS FROM UNIVERSITY AND AIRPORT SATELLITE INDUSTRIAL PRETREATMENT FACILITIES

As described by the scope of services for Task 11 per the current Agreement and Amendment No. 3, thereto, which removed this task.

Budget: No change. \$0

TASK 12: EXPANSION OF THE CITY WWTF

As described by the scope of services for Task 12 per the current Agreement and Amendment No. 3, thereto.

Budget: No change. \$30,000

TASK 13: ESTIMATE COST OF HANDLING WASTE STREAMS FROM PRETREATMENT FACILITIES

As described by the scope of services for Task 13 per the current Agreement and Amendment No. 3, thereto, which removed this task.

Budget: No change. \$0

TASK 14: PREPARE DRAFT AND FINAL TECHNICAL MEMORANDUM

As described by the scope of services for Task 14 per the current Agreement and Amendment No. 3, thereto.

Budget: No change \$20,400

TASK 15: PROJECT DEFINITION AND ORGANIZATION (ENVIRONMENTAL)

As described by the scope of services for Task 14 per the current Agreement and Amendment No. 2, No. 3 and No. 4, thereto.

Budget: No change. \$25,800

TASK 16: PREPARATION OF THE ENVIRONMENTAL CHECKLIST, INITIAL STUDY, AND NOTICE OF PREPARATION

As described by the scope of services for Task 14 per the current Agreement and Amendment No. 2, No. 3 and No. 4, thereto.

Budget: No change \$12,500

TASK 17: PREPARATION OF THE DRAFT EIR

Additional costs and labor were incurred to reach a stable project description and the associated revisions and updates to the environmental impact discussion outside the previous contracted amount of Task 17. This amendment requests funds sufficient to complete the outstanding tasks as follows:

Development of Second Administrative DEIR (\$25,200)

Under this task, Stantec will modify the environmental impact analyses to reflect the finalized Project Description and address agreed upon alternate approaches to the Greenhouse Gas and Alternatives sections. Stantec will address the remaining outstanding comments received on the first working administrative DEIR. Stantec will update references throughout the document assuming no major changes in baseline conditions. Stantec will first deliver a working copy of the alternatives chapter and subsequently a second administrative DEIR for City review. At the City's request, the Project Description was revised and resubmitted prior to submittal of this amendment.

Development of Screencheck/Printcheck DEIR (\$6,000)

Under this task, Stantec will address comments received on the second administrative DEIR and prepare a print ready pdf. Stantec will facilitate up to two one-hour long conference calls to resolve conflicting comments and/or review responses/changes with the City. Stantec will submit the pdf for City approval via FTP.

Publication of Public DEIR (\$4,000)

Stantec will finalize the DEIR for publication. Stantec will prepare the State Clearinghouse notice of completion (NOC) and submit the Public DEIR to the State Clearinghouse. Stantec will coordinate with the City for Notice of Availability preparation and placement of noticing within the newspaper. Stantec will produce the Public DEIR and provide it to the City in a feasible and cost effective way.

Development of Air Quality Assumptions Memorandum (\$7,500)

In anticipation of controversy or legal challenges to the EIR and to facilitate engineering detail information requests, the air quality memorandum documenting air quality modeling assumptions will be revised based on the final project description. The memorandum was necessary to document the model inputs for air quality, greenhouse gas, and energy resource sections. Additional budget is requested to cover the costs associated with the following:

- Preparation and development of the revised Air Quality Modeling Assumptions Memorandum
- Coordination and review from senior air quality and project staff;
- Meetings with senior engineering staff to redefine construction equipment, worker, and schedule assumptions;
- Updating the air quality, greenhouse gas, and energy resources sections of the DEIR to reflect revised modeling estimates.

Revised Budget: \$206,800 (\$42,700 additional)

TASK 18: PREPARATION OF THE FINAL EIR

As described by the scope of services for Task 14 per the current Agreement and Amendment No. 2, No. 3 and No. 4, thereto.

Budget: No change \$37,250

TASK 19: CERTIFICATION OF THE FINAL EIR AND PROJECT APPROVAL

As described by the scope of services for Task 14 per the current Agreement and Amendment No. 2, No. 3 and No. 4, thereto.

Budget: No change \$7,600

TASK 20: ENVIRONMENTAL DOCUMENTATION PROJECT MANAGEMENT, MEETINGS AND QUALITY CONTROL

Additional coordination and meetings were and continue to be required for management of the EIR task. This additional project management support included bi-weekly conference calls and coordination with the City, changes to the project schedule, and coordination in receiving information needed to complete the EIR. Additionally, reviews by the peer review and development and execution of a Joint Defense Agreement were not accounted for in Amendments No. 2 and No. 4. Additionally, future conversations (i.e., phone calls) between the City, peer review consultant, and Stantec are anticipated and therefore are included in this revised scope.

Therefore, Stantec is requesting the authorized amount of this task be increased as indicated here and in the attached Amendment No. 5 Consulting Services Fee Estimate Breakdown.

Revised Budget: \$51,000 (\$7,300 additional)

TASK 21: ASSET MANAGEMENT SUPPORT

As described by the scope of services for Task 21 per the current Agreement and Amendment No. 3, thereto, which removed this task.

Budget: No change. \$0

TASK 22: SATELLITE TREATMENT INFORMATION

As described by the scope of services for Task 21 per the current Agreement and Amendment No. 3, thereto.

Budget: No change. \$8,200

TASK 23: FINANCING OPTIONS

As described by the scope of services for Task 23 per the current Agreement and Amendment No. 3, thereto.

Budget: No change. \$11,500

TASK 24: ASSESSMENT DISTRICT FORMATION ASSISTANCE

The scope of this task is amended to include additional effort including:

- Additional effort required for preparation of mapping for the Project Delineation task (Task 24.1) beyond that anticipated in authorized Amendment Nos. 3 and 4, to confirm and establish the expected limits of properties to be included in the new assessment district. This involved multiple phone calls and iterations of GIS mapping data with City staff, consuming budget originally provided for other subtasks (including sub-task 24.2, Engineer's Report).

Therefore, Stantec is requesting the authorized amount of this task be increased as indicated here and in the attached Amendment No.5 Consulting Services Fee Estimate Breakdown.

Revised Budget: \$ 128,900 (\$5,900 additional)

SUMMARY

Stantec will work with City staff throughout the process to ensure that the City's expectations and objectives are met, and that the City is informed of the status of the work under each task.

Stantec will invoice the City for charges incurred on a time and material basis. The overall budget authorization for this effort is increased by **\$61,500 to \$829,550**.

Stantec is ready to proceed upon receipt of written authorization from the City. Please feel free to contact the Project Manager, Dave Price, with any questions you have regarding this proposal at 360-560-1069.

**CITY OF MERCED
SEWER SYSTEM MASTER PLAN PROJECT UPDATE
AMENDMENT #5
CONSULTING SERVICES FEE ESTIMATE BREAKDOWN**

TASKS	TASK DESCRIPTION	Managing Engineer/ ES Principal	Environmental Reviewer	Senior Scientist	Scientist II	Associate Engineer	Resource Specialist	Scientist/ Financial	GIS/Graphics Specialist	Junior Scientist	Admin. Assistant	Total Hours	Staff Cost Estimate	Sub-Consultant Cost Estimate	Other Direct Costs (e)	Total Task Cost Estimate
9	Project Management and Administration - As Revised by Amend #5	16						8			4	28	\$5,528			\$5,528
	TASK TOTAL, THIS AMENDMENT, ROUNDED															\$5,500
17	Preparation of the Administrative Draft EIR and Screencheck Draft EIR											140	\$25,036		\$140	\$25,176
	Development of 2nd Administrative Draft EIR	2	10	15	53	10	16	12	8	10	4	33	\$5,924			\$5,924
	Development of Screencheck/Printcheck DEIR	2	2	2	8	8	8	8	3		4	23	\$3,785		\$200	\$3,985
	Publication of Public DEIR		1		6		6	6		16		48	\$7,560			\$7,560
	At Quality (memorandum)			2	4		28									\$42,700
20	Environmental Documentation Project Management, Meetings and Quality Control											38	\$7,264			\$7,264
	Project Management	6	4	5	15			4		4						\$7,300
	TASK TOTAL, THIS AMENDMENT, ROUNDED															\$7,300
24	Assessment District Formation Assistance											32	\$5,832			\$5,832
	Project Delineation	8				24										\$5,800
	TASK TOTAL, THIS AMENDMENT, ROUNDED															\$5,800
	TOTAL TASKS	34	17	24	86	34	56	38	11	30	12	342	\$60,929	\$0	\$340	\$61,500
Notes:																
(a) Includes mileage, reproduction, and GIS/CAD charges etc.																\$788,050 through Amend 4 829,550 Through Amend 5