

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

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this 16th day of JUNE, 2014, by and between the City of Merced, a California Charter Municipal Corporation (“City”), and Stantec Consulting Services, Inc., a New York Corporation, (“Consultant”).

WHEREAS, City is undertaking a project to prepare 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; 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 22, “ADDITIONAL SCOPE OF SERVICES,” is hereby added to the Agreement to read as follows:

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

3. Except as herein amended, the Agreement dated April 1, 2013, shall remain in full force and effect.

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

CITY OF MERCED
A California Charter Municipal
Corporation

BY: John M. Bramble
City Manager

ATTEST:
JOHN M. BRAMBLE, CITY CLERK

BY: M. Putney 6-24-14
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

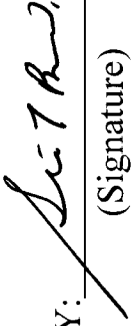
BY: Ker Lloyd 4/14/14
City Attorney Date

213469
ACCOUNT DATA:

BY: Rudley P. [Signature]
Verified by Finance Officer
No funds to encumber. We 5/7/14, ~

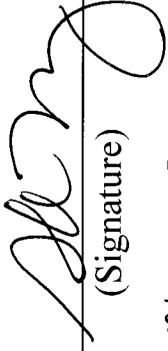


CONSULTANT
STANTEC CONSULTING SERVICES,
INC., A New York Corporation

BY: 
(Signature)

Steven L. Beck
(Typed Name)

Its: Principal
(Title)

BY: 
(Signature)

Sarah McIlroy
(Typed Name)

Its: 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

Exhibit 1
City of Merced
Sewer Master Plan Project Update
Scope of Services
Amendment No. 1

In April of 2013, the City of Merced (City) authorized Stantec Consulting Services, Inc. (Stantec) to prepare an update to the City's 2007 Draft Sewer Master Plan. The scope of that effort included the following major tasks:

- 1) Update New Land Use Assumptions (2030 Vision General Plan) and Wastewater Flows
- 2) Assess Available Capacity in Sewers
- 3) Determine Sewer System Needs at General Plan Buildout
- 4) Develop Interim Service Plan
- 5) Develop Sewer Repair and Replacement Program
- 6) Develop Industrial Waste Acceptance Decision Matrix
- 7) Project Meetings
- 8) Prepare Draft and Final Master Plan Report
- 9) Project Management and Administration

Over the last year, Stantec has worked with City staff completing the tasks described above and in more detail in the attached Agreement for Professional Services dated April 1, 2013 (the Agreement). Over the course of the last several weeks it has become apparent that decisions regarding alternatives discussed with City staff are most appropriately made with input and direction from the City Council. In addition, City staff desires to evaluate alternatives to servicing the northern portion of the City's SUDP that were not included in the scope of services attached to the April 2013 Agreement. As such, City staff and Stantec have agreed that the Agreement approved in April 2013 should be amended to include the development of additional servicing alternatives not originally included in the original scope of services.

In addition, more effort is desired in the form of Stantec participation in City Council and stakeholder meetings. The intent of these meetings is to present alternative sewer servicing concepts to be developed by City staff with assistance from Stantec to the City Council and stakeholders to allow for input and direction that will allow Stantec to produce a master plan document which has council support in addition to being consistent with accepted industry standards.

To date Stantec has completed Tasks 1, 2, and 3, and undertaken significant effort related to tasks 6, 7 and 9. Some level of interim servicing options have been considered (Task 4), to date, and project meetings have been conducted throughout the process to keep strong lines of communication between Stantec and City Staff. This Amendment proposes to place on hold the following tasks as originally described in the Agreement:

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- 1) Develop Sewer Repair and Replacement Program
- 2) Prepare Draft and Final Master Plan Report

This Amendment proposes to modify the scope of services as follows:

TASK 1: UPDATE NEW LAND USE ASSUMPTIONS AND WASTEWATER FLOW

The scope of Task 1 is to remain as described in the attached Agreement.

Revised Budget (Task total, including prior authorization): No change. - \$11,088

TASK 2: ASSESS AVAILABLE CAPACITY IN SEWERS

The scope of Task 2 is to remain as described in the attached Agreement.

Revised Budget (Task total, including prior authorization): No change. - \$8,512

TASK 3: DETERMINE SEWER SYSTEM NEEDS AT GENERAL PLAN BUILDOUT

This task is to be modified to include work already completed to address servicing the City SUDP at build-out of the General Plan as described in the attached Agreement (to be referred to as Task 3A henceforward), renaming of the top task to Define Sewer System Needs and to add Tasks 3B and 3C. Revised task 3 is described as follows:

Task 3: Determine Sewer System Needs

Task 3.1: General Plan Buildout

This task is as described by the scope of services for Task 3 included in the attached Agreement.

Task 3.2: Reduced Density SUDP Build-out

This new task includes evaluation of options to serve build-out of the SUDP considering reduced development densities on properties expected to develop within the City-controlled portion of the SUDP (as defined by City staff). This evaluation is NOT to include proposed UC Merced Campus Communities and will be limited to existing commitments that the City has made to UC Merced to serve the proposed Campus (approximately 10,000 students) as defined in service agreements currently in place between the City and UC.

Task 3.3: Reduced Density SUDP Build-out Less Specific Additional Areas

This task includes evaluation of options to serve build-out of the SUDP considering reduced development densities and limiting potential service to UC Merced to existing commitments as described in Task 3B. In addition, this task will provide for evaluation of this reduced density SUDP in conjunction with removal of certain areas deemed by City staff to have a very low or negligible potential to receive wastewater service from the City. City staff will identify the location, population and land use development densities of those properties to be placed in a "not likely to be served" category for this evaluation.

Task 3.4: WWTP Expansion Requirements for 2030

The existing WWTP has a capacity to treat approximately 12 Mgal/d on an average dry weather flow basis and an average load of 21,700 lb/d of Biochemical oxygen demand (BOD- a measure of organic strength of the sewage). The WWTP is designed to be expanded incrementally by adding

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additional processes (more aeration basins, clarifiers, filters, etc.). Stantec will project flows and loads associated with the different growth scenarios (3A, 3B, and 3C). Stantec will use typical per capita loading assumptions (257 gal per EDU and 0.22 lb/day BOD per capita). Stantec will use growth rates described in the City's 2030 Plan and identify facility expansion needs for the 2030 horizon. We believe it is premature to complete a detailed process by process analysis of the WWTP for expansion. Stantec will work with City staff to estimate an appropriate plant capacity (flow and load) to allocate for future industrial users which may come into the City within the 2030 time frame.

Planning for WWTP expansion needs for conditions after 2030 is complicated due to the constantly changing regulatory environment and uncertainty with regard to the potential demand for recycled water. Instead, this analysis will involve a conceptual evaluation and is intended to determine likely timeframes for expansion and order of magnitude costs. Cost data will be based on typical "\$/per gallon treated" type estimates for tertiary treatment plants.

Revised Budget (Task total, including prior authorization): \$29,300 (~\$15,000 additional)

TASK 4: DEVELOP INTERIM SERVICE PLAN

In order to take into consideration servicing plans for interim conditions that were not considered in the scope of the attached Agreement, Task 4 is modified to include scenarios involving both UC Merced and the UC Campus Communities North and South.

Revised Budget (Task total, including prior authorization): \$14,750 (~\$5,500 additional)

TASK 5: DEVELOP SEWER REPAIR AND REPLACEMENT PROGRAM

The scope of this task is placed on hold. The budget for this task is reduced to \$0 pending re-authorization by the City.

Revised Budget (Task total, including prior authorization): \$0 (\$16,112 reduction)

TASK 6: INDUSTRIAL WASTE ACCEPTANCE DECISION MATRIX

The scope of this task is amended to include evaluation of wastewater treatment plant (WWTP) remaining capacity. Capacity assessment includes assessing information on sewer service commitments that City staff indicates exist, but have not yet connected to the collection system. This effort is limited to assessing remaining capacity at the WWTP based on a list of approved subdivision maps provided by City staff and the City's existing agreement to serve the UC Merced campus property up to approximately 10,000 students. Estimated peak flow for the UC Merced campus at 10,000 students is identified as 1.58 Mgal/d in the service agreement between the City and UC Merced. In addition, existing flows generated by UC Merced have been estimated by City staff to be approximately 0.32 Mgal/d on an average dry weather flow basis. Additional information to be provided by City staff includes WWTP influent flow and load data reported on monthly self-monitoring reports. This effort is in addition to the previously authorized scope for Task 6 (see attached Agreement).

Revised Budget (Task total, including prior authorization): \$21,150 (~\$3,500 additional)

TASK 7: PROJECT MEETINGS

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

- Stantec preparation for and participation in two City Council meetings to discuss options for serving the north Merced area

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- Four (4) additional meetings to discuss project progress and to get direction from City Staff
- Stantec preparation for and participation in two stakeholder meetings to discuss options for serving the north Merced area

This effort is in addition to the previously authorized scope for Task 7 (see attached Agreement).

Revised Budget (Task total, including prior authorization): \$23,000 (~\$12,650 additional)

TASK 8: PREPARE DRAFT AND FINAL MASTER PLAN REPORT

The scope of this task is placed on hold the budget for this task is reduced to \$0 pending re-authorization by the City.

Revised Budget (Task total, including prior authorization): \$0 (\$22,312 reduction)

TASK 9: PROJECT MANAGEMENT AND ADMINISTRATION

The scope of Task 9 is to remain as described in the attached Agreement. Additional budget is authorized to cover the balance of the work authorized by this Amendment.

Revised Budget (Task total, including prior authorization): \$4,000 (~\$1,500)

The overall budget authorization for this effort remains \$112,000. The additional deliverables to be provided by Stantec under this contract amendment are summarized below.

Deliverables:

Deliverables for this Contract Amendment and revised scope of services include:

- 1) Layouts and pipe sizes for each of the growth alternatives,
- 2) Order of magnitude cost estimates for each alternative.
- 3) Order of Magnitude costs and timeframes for WWTP Expansion for each of the 2030 growth alternatives
- 4) Meeting materials and meeting notes
- 5) PowerPoint presentations for City Council meetings

After completion of these tasks and any input from City Council, we will work with City Staff to determine a recommended sewerage plan and next steps (revised scope and budget) to complete the Sewer Master Plan Report.