

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

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 2018, by and between the City of Merced, a California Charter Municipal Corporation (“City”), and Luhdorff & Scalmanini Consulting Engineers, Inc., a California Corporation, whose address of record is 500 First Street, Woodland, California 95695-4026, (“Consultant”).

WHEREAS, City is undertaking a project to install a new municipal well pump station; and

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services (“Agreement”) dated January 10, 2014 and First Amendment to Agreement for Professional Services dated April 20, 2015; 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 24, “ADDITIONAL WORK,” is hereby added to the Agreement to read as follows:

“SECTION 24. ADDITIONAL WORK. Consultant shall perform the additional work outlined in the proposal from Consultant to City dated June 14, 2018, attached hereto as Exhibit “1”.

2. Section 25, “ADDITIONAL COMPENSATION,” is hereby added to the Agreement to read as follows:

“SECTION 23. ADDITIONAL COMPENSATION. City shall pay to Consultant the not to exceed additional sum of Thirty-Two Thousand Four Hundred Forty Dollars (\$32,440.00) 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 January 10, 2014 and First Amendment dated April 20, 2015, shall remain in full force and effect.

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: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: 6-27-2018
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
LUHDORFF & SCALMANINI,
A California Corporation

BY: Vicki Kretsinger Grabert
(Signature)

Vicki Kretsinger Grabert
(Typed Name)

Its: President
(Title)

BY: Scott Lewis P.G.
(Signature)

SCOTT LEWIS
(Typed Name)

Its: Director / Principal Geologist
(Title)

Taxpayer I.D. No. 201984423

ADDRESS: 500 First Street
Woodland, CA 95695-4026

TELEPHONE: 530-661-0109

FAX: 530-661-6806

E-MAIL: jshobe@lsc.com



June 14, 2018
File No. 13-2-094

Mr. Joseph Angulo
City of Merced
678 West 18th Street
Merced, CA 95340

**SUBJECT: CITY OF MERCED MUNICIPAL WELL SITE #20
CONTRACT AMENDMENT NO. 2 FOR ENGINEERING SERVICES**

Dear Mr. Angulo,

Per your request this letter provides an amendment to the scope of work for engineering services associated with the design of the City of Merced Well #20 Pump Station facility. Luhdorff and Scalmanini, Consulting Engineers (LSCE) prepared this proposed Contract Amendment #2 to account for specific items requested by the City, as indicated in this letter.

MODIFICATIONS TO SCOPE OF WORK

This Contract Amendment #2 is related to LSCE's design task for the pump station facility: *Task 2.2 – Plans and Specifications for Pump Station* included in our November 2013 proposal for engineering design services. The following items as instructed by the City are included in Contract Amendment #2.

Required MID design changes: In an email on 5/25/18 the City informed LSCE of required design changes to comply with the agreement between with the Merced Irrigation District (MID) and the City for discharges to the canal. In summary, the changes will limit discharges from the drainage basin to the canal to 350 gallons per minute and will eliminate the ability to pump directly from the well to the canal. There was no need for a canal level probe on or offsite. LSCE's scope for design changes encompasses the following activities:

- Incorporate required MID design changes as instructed by the City.
- Submit hard copies of plans and specifications, denoted as the 101% deliverable.
- Meet with the City and MID to review comments or changes to the design.
- Prepare the final design that incorporates City and MID comments for bidding.

Credit to City for MID design standards: LSCE's prior 100% design deliverable to the City did not include the official MID design standards, as required per contract. In the forthcoming 101% deliverable, LSCE will obtain and implement the official MID design standards at no charge to the City.

Prior cost overruns: LSCE's budget memorandum on November 20, 2017 described a budget shortfall from out-of-scope items related to well modifications and design of the wet well pump system to address low percolating soils observed in the soccer field/drainage basin.

Based on the above scope modifications, below is the proposed fee amendment. Please note, the fee proposal is based on the hourly rates as approved in the original contract.

Table 1: Contract Amendment #2 Budget Items

Scope Item	Cost
Required MID design changes	\$21,340
Credit to City for MID design standards	-\$3,900
Prior cost overruns	\$15,000
Total Contract Amendment #2	\$32,440

Below is a summary of the total and remaining contract amount with Contract Amendment #2. The remaining contract amount will allow LSCE to complete the required design changes for approval prior to station construction bidding, as well as to provide our scope of services during station construction.

Current Contract Amount:	\$599,787.00
Proposed Contract Amount with Amendment #2:	\$632,227.00
Billed To-Date as-of May 27, 2018:	\$529,088.40
Remaining Contract Amount with Amendment #2:	\$103,138.60

If you should have any questions, or would like additional information, we will be pleased to respond.

Sincerely,

LUHDORFF AND SCALMANINI,
CONSULTING ENGINEERS



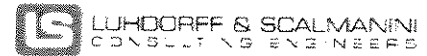
Justin Shobe, P.E.
Senior Engineer



Scott Lewis, P.G.
Principal Geologist

Client
Project
Est. By
Date

City of Merced
Well 20
JMS
6/14/2018



Worksheet A
(2013 Fee Schedule basis)

Task 2.2 - Design Amendment #2	LSCE costs				Sub-Consultant Costs		Summary
	Senior	Project	Staff	Direct Cost	EPS (Electrical)	Merkel (Structural)	
Hours/Rate	\$165	\$150	\$115	Incurred	Lump*	Lump*	
Required MID design changes	31	14	35	\$1,000	\$7,650	\$1,450	\$21,340
Credit for MID design standards	-8	-8	-12				-\$3,900
Prior cost overruns	26	40	41				\$15,000
Sub-Totals							
Total LSCE Hours	49	46	64				159 Hours
Total LSCE Cost	\$8,085	\$6,900	\$7,355	\$1,000			\$23,340
Sub-Consultant					\$7,650	\$1,450	\$9,100
TOTAL ESTIMATED BUDGET							\$32,440

* Sub-Consultant costs include LSCE's standard 15% markup