

ATTACHMENT 1

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 2025, by and between the City of Merced, a California Charter Municipal Corporation (“City”), and Hildebrand Consulting, LLC, a California Limited Liability Company, (“Consultant”).

WHEREAS, City is in need of a sewer and water rate study; and,

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services (“Agreement”) dated October 16, 2023; 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 23, “ADDITIONAL WORK,” is hereby added to the Agreement to read as follows:

Consultant shall perform the additional work outlined in the proposal from Consultant to City dated March 3, 2025, attached hereto as Exhibit “1”.

2. Section 24, “ADDITIONAL COMPENSATION,” is hereby added to the Agreement to read as follows:

City shall pay to Consultant the not to exceed additional sum of Ten Thousand Dollars (\$10,000) 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 October 16, 2023, 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: _____
D. Scott McBride
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 3/25/2025
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: _____
Verified by Finance Officer

CONSULTANT
HILDEBRAND CONSULTING, LLC,
A California Limited Liability Company

DocuSigned by:
BY: Mark Hildebrand
C8A9AD61D6794FB...
(Signature)

Mark Hildebrand

(Typed Name)

Its: Owner
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 82-5365064

ADDRESS: 3378 Guido Street
Oakland, CA 94602

TELEPHONE: 510-316-0621

FAX: _____

E-MAIL: mhildebrand@hildco.com

HILDEBRAND
CONSULTING

Ken Elwin, Director of Public Works
City of Merced
1775 Grogan Avenue
Merced, CA 95341

March 3, 2025

Subject: Amendment No. to Sewer and Water Service Charge Study

Dear Mr. Elwin,

Hildebrand Consulting, LLC. is currently engaged by the City of Merced to deliver the 2024 Sewer and Water Service Charge Study. The contract was executed in October of 2023 and the original scope assumed completion of the project in July of 2024. Since that time there have been delays to the project due to the on-going development of the water and sewer capital spending plans. As a result of these delays, Hildebrand Consulting has spent more time than anticipated in revising the financial models with updated financial data. As a result of the additional labor time due to delays to the project, we propose an amendment of \$10,000 in labor (40 hours at \$250 per hour). This amount includes an approximate 30 percent contingency for future delays that may occur.

Hildebrand Consulting is grateful for the continued opportunity to be of service to the City.

Sincerely,



Mark Hildebrand
Hildebrand Consulting, Inc.

EXHIBIT 1

Certificate Of Completion

Envelope Id: 0FDC8A6A-B944-4CFC-9377-E98E55C5912C

Status: Completed

Subject: City of Merced Amendment

Tyler Contract Number:

Source Envelope:

Document Pages: 4

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Jamie Cruz

AutoNav: Enabled

678 W 18th Street

Envelopeld Stamping: Enabled

Merced, CA 95340

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

cruzj@cityofmerced.org

IP Address: 136.226.78.189

Record Tracking

Status: Original

Holder: Jamie Cruz

Location: DocuSign

3/27/2025 4:37:36 PM

cruzj@cityofmerced.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Merced

Location: Docusign

Signer Events

Mark Hildebrand

mhildebrand@hildco.com

Owner

Hildebrand Consulting, LLC

Security Level: Email, Account Authentication (Optional)

Signature

DocuSigned by:

Mark Hildebrand

C8A9AD61D6794FB...

Signature Adoption: Pre-selected Style

Using IP Address: 23.93.211.69

Timestamp

Sent: 3/27/2025 4:38:31 PM

Viewed: 3/27/2025 6:51:30 PM

Signed: 3/27/2025 6:51:40 PM

Electronic Record and Signature Disclosure:

Accepted: 3/27/2025 6:51:30 PM

ID: f49d4731-3265-4a9b-8c6b-ee3be6483c6a

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

3/27/2025 4:38:31 PM

Certified Delivered

Security Checked

3/27/2025 6:51:30 PM

Signing Complete

Security Checked

3/27/2025 6:51:40 PM

Completed

Security Checked

3/27/2025 6:51:40 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Merced (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Merced:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cityclerk@cityofmerced.org

To advise City of Merced of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cityclerk@cityofmerced.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Merced

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cityclerk@cityofmerced.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Merced

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cityclerk@cityofmerced.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Merced as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Merced during the course of your relationship with City of Merced.