

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

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into this ___ day of _____, 2021 , by and between the City of Merced, a California Charter Municipal Corporation (“City”), and AECOM Technical Services, Inc., a California Corporation whose address of record is 8050 North Palm Avenue, Suite 355, Fresno, California 93711, (“Consultant”).

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

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services (“Agreement”) dated September 21, 2015, a First Amendment to Agreement dated October 18, 2016, and a Second Amendment to Agreement dated February 5, 2018; and

WHEREAS, City and Consultant desire to amend said Agreement to provide for additional services and compensation 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 May 13, 2021, 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 Thirty-Two Thousand Two Hundred Eighty-Five Dollars (\$32,285.00) 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 September 21, 2015, and as amended on October 18, 2016 and February 5, 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:
STEPHANIE R. DIETZ, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Paundra A nnta 5/25/21
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
AECOM TECHNICAL SERVICES,
INC., A California Corporation



BY: _____
(Signature)

Keith T. Campbell

(Typed Name)

Its: AECOM, Vice President
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 95-2661922

ADDRESS: 8050 North Palm Ave.
Suite 355
Fresno, CA 93711

TELEPHONE: (559) 490-8309
FAX: (559) 448-8233
E-MAIL: mark.reitz@aecom.com

Scope of Services
Amendment 3
Additional Engineering Services During Construction
and Start-Up Phases
City of Merced Water Supply Well 21

A. Background

This scope and fee has been prepared to amend the current Agreement for Professional Services between the City of Merced and AECOM Technical Services, Inc. executed on September 21, 2015 (Agreement).

B. Work Tasks

AECOM has performed the following additional engineering tasks during the course of project construction and start-up.

Task A: Responses to RFIs Not Pertaining to Original Design

AECOM responded to the following RFIs which were related to errors in construction due to the Contractor and/or suppliers during the course of construction. These efforts included additional engineering efforts to review and respond to the errors and corrective work proposed by the Contractor.

1. CMU wall and drainage along west perimeter of the property: RFIs 14 and 45.
2. CMU header on block building: RFIs 28, 30, and 36.
3. Emergency generator height and silencer mounting: RFIs 28, 44, and 45.

Task B: Responses to Contractor's Submittals

AECOM responded to the following submittals, which were resubmittals of prior incomplete submittals or that were not in conformance with the plans and specifications.

Submittal No.	Description
1A	PCIS Qualifications
2A, 2B	SWPPP
3A, 3B	Schedule
5A, 5B, 5B Supplemental	Well Pump
9A	Storm Drain Pipe
11A	Light Pole Rebar Cage
13A, 13B	VFD Cables
19B	Gravel and Crushed Rock

Submittal No.	Description
20A, 20B, 20C	HVAC
21A, 21B	Generator
22B	Metal Trusses
23A	Field Instrumentation
24A	CMU Unit
25A	Concrete Mix Design
26A, 26B	Wood Trusses
27A	Electrical Distribution and Controls
31A, 31B, 31C	Reinforcement
33A	Rolling Gate
34A	Skylight
37A	Vapor Barrier
39A	Fluoride Feed Equipment
43A	Track Footings
45A	Factory and field Test Procedures
48A	Painting and coating
51A	Interconnection diagram
52A, 52B	Field Training Outline
53B	Chemical Pump
54A	Fuel Tank
55A, 55B	Ceiling Access Door
56A	Chemical Tank
57B	Soap Dispenser

Task C: Responses to City Requests to Project Additions

AECOM responded and assisted with design of the following items requested to be added to the project:

1. CMU fence/gate PCO review
2. Flushing manhole lining
3. Light poles addition
4. Antenna addition

Task D: Additional Start-Up Assistance and Project Delays

AECOM has provided additional start-up services including factory witness testing and site visits due to extended delays by the Contractor from the original completion date of December 27, 2019 to May 2021. As of April 2021, the Contractor was still completing outstanding punch list items. AECOM is continuing to receive submittals and RFIs and respond when requested. Site visits to witness start-up and preparation of punch list items were held on May 5, 2021, November 12, 2020, and September 16, 2020 to discuss the well completion.

C. Fee Revision

The following fee estimate reflects the additional engineering time associated with the above Tasks A, B, C, and D as follows:

	Hours	Hourly Rate (\$)	Total (\$)
Task A			
Principal Engineer/Project Manager	4	221	884
Assistant Engineer II	22	108	2,376
Technical Typist	2	84	168
Subtotal			3,428
Task B			
Principal Engineer/Project Manager	6	221	1,326
Assistant Engineer II	27	108	2,916
Electrical/Instrumentation Engineer	14	170	2,380
Architect	13	150	1,950
Technical Typist	3	84	252
Subtotal			8,824
Task C			
Principal Engineer/Project Manager	8	221	1,768
Assistant Engineer II	16	108	1,728
Technical Typist	1	84	84
Subtotal			3,580
Task D			
Principal Engineer/Project Manager	33	221	7,293
Assistant Engineer II	44	108	4,752
Electrical/Instrumentation Engineer	20	170	3,400
Technical Typist	12	84	1,008
Subtotal			16,453
Total			32,285

D. Compensation

AECOM shall be compensated monthly with progress payments by the Client for services provided by AECOM during the previous month pursuant to this Amendment 3 and in accordance with AECOM's Hourly Rate Schedule contained in this Amendment. Maximum compensation for AECOM's services as described in above shall not exceed \$32,285 without the prior written approval of the Client. AECOM's total fee authorized by the Client is presented in the table below.

Date	Contract Summary	Fee
09/21/2015	Original contract	\$287,783
10/18/2016	Amendment 1 – New Pilot Boring Bid Package, Limited Bid and Construction Support	\$9,769
2/5/2018	Amendment 2 – Additional Bid Package and Bid Support for Rebid of Well Construction	\$2,561
5/13/2021	Amendment 3 – Additional Engineering Services During Construction and Start-Up Phases	32,285
	Total	\$332,398