

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

THIS SEVENTH AMENDMENT TO AGREEMENT is made and entered into this 7th day of August, 2023, 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 a Wastewater Collection System 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 dated June 16, 2014, a Second Amendment dated April 20, 2015, a Third Amendment dated April 17, 2017, a Fourth Amendment dated September 4, 2018, a Fifth Amendment dated June 15, 2020, and a Sixth Amendment dated November 1, 2021; 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 33, "ADDITIONAL SCOPE OF SERVICES," is hereby added to the Agreement to read as follows:

"SECTION 33. ADDITIONAL SCOPE OF SERVICES.

The Scope of Services is amended in accordance with the changes outlined in Exhibit 1 attached hereto."

2. Section 34, "ADDITIONAL COMPENSATION," is hereby added to the Agreement to read as follows:

"SECTION 34. ADDITIONAL COMPENSATION. The City shall pay to Consultant the not to exceed additional sum of Seventy-Five Thousand Dollars (\$75,000) 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, 2014, Second Amendment dated April 20, 2015, Third Amendment dated April 17, 2017, Fourth Amendment dated September 4, 2018, Fifth Amendment dated June 15, 2020, and Sixth Amendment dated November 1, 2021, shall remain in full force and effect.

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

CITY OF MERCED
A California Charter Municipal
Corporation

BY: Stephanie Dietz
City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY: Dejandra Medina
Assistant/Deputy City Clerk



APPROVED AS TO FORM:

BY: MDJ 7/11/2023
City Attorney Date

338
ACCOUNT DATA:

BY: [Signature] 08/01/23
Verified by Finance Officer V-1007
Funds available. ac 7/31/23
CP130059-WNTLC-Wstr MP-Prof Svcs
60046090-511012 FL 8/1/23
\$75,000.00

N:\SHARED\PubWorks\Administration\Documents\Contract Tracking\Draft Agreements

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

BY: DocuSigned by:
Steven Beck
7D0B50F11C7145C...
(Signature)

Steven Beck

(Typed Name)

Its: Senior Principal
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(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



Stantec Consulting Services Inc.

2250 Douglas Blvd., Suite 260
Rocklin, CA 95661

June 28, 2023

File: 184030360

Attention: Ken Elwin, Public Works Director

City of Merced Public Works Department
1776 Grogan Avenue
Merced, CA 95341

**Reference: Amendment 7 Scope of Services for Merced Wastewater Collection System
Environmental Impact Report (EIR)**

Dear Mr. Elwin,

Scope of Work

Task 206.001: Revised Project Description

Stantec will review the revised WCSMP and 2020 Draft Environmental Impact Report (EIR) to determine the changes in the Project Description and submit a revised Project Description to the City for review.

DELIVERABLES

- Revised Draft Project Description (1 electronic copy)

Task 206.002: Administrative, Screencheck, and Recirculated Draft EIR

Stantec will make appropriate revisions to these documents and incorporate revised analysis related to changes on the WCSMP at both the Program and Project level. The Recirculated Draft EIR (RDEIR) will include an Introduction that explains the process and provides the rationale for recirculation, including reference to CEQA Guidelines Section 15088.5 that addresses recirculation of documents prior to certification.

Given that this will involve reorganization, we do not propose to show track changes in our WORD files relative to the existing layers of environmental documentation. Stantec assumes that the City will provide direction for preparing the Administrative Draft RDEIR so that revisions to prepare the Screencheck and Public Review Draft RDEIR will be very minor.

Stantec will prepare one (1) Administrative RDEIR for City staff review (electronic only). Based on one (1) set of minor, consolidated and vetted City staff comments, Stantec will prepare one (1) Screencheck RDEIR (electronic only). Stantec will respond to one round of consolidated comments on the Screencheck RDEIR and prepare the RDEIR in a manner that is ready to be published for public review. Once the RDEIR is deemed acceptable for public distribution, Stantec will prepare all noticing documents for submittal to the California State Clearinghouse and a Notice of Availability (NOA) for the RDEIR. Stantec will upload the electronic copies of the RDEIR, appendices, and forms (the NOC, NOA, and Summary Form) via CEQAnet to the State Clearinghouse website to start the 45-day public review period. Stantec will provide an

June 28, 2023

Attention: Ken Elwin, Public Works Director

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Reference: Amendment 7 Scope of Services for Merced Wastewater Collection System Environmental Impact Report (EIR)

ASSUMPTIONS

- City will be responsible for public scoping and noticing for any public scoping efforts (e.g., Notice of Preparation) associated with the RDEIR.
- Resource chapters in the RDEIR will be based on the 2020 DEIR, and won't require a substantial re-write of the existing or regulatory setting.
- Stantec will be responsible for preparing all notices related to the state CEQA Guidelines for the preparation and public release of the EIR (i.e., NOA, NOC, and NOD).
- City will prepare and publish the NOA for the RDEIR in the local newspaper.
- Stantec will provide all documents to the City in electronic format (Microsoft Word and PDF).
- Stantec will be responsible for submitting the electronic versions on the State Clearinghouse CEQA portal with assistance from the City.
- Meetings in exceedance of those noted in this scope of work would require a change order.
- The EIR scope of work may need to be adjusted based on review of public comments, City comments, or level of effort based on revised WCSMP.
- The City will prepare the Findings and all materials for City Council Approval
- Stantec staff will conduct reconnaissance-level surveys of pipeline alignments that will be analyzed at the project-level to assess biological and cultural resources. No biological assessments for consultation under the California or Federal Endangered Species Act or cultural resources reports for consultation with the State Historic Preservation Officer will be prepared (e.g., consultations required for Section 404 permitting).
- Stantec assumes that the City will provide one set of consolidated and vetted comments on each deliverable.

SCHEDULE OF BILLING RATES – 2023 (USD)

Billing Level	Hourly Rate	Description
3	\$122	Junior Level position <input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods and techniques <input type="checkbox"/> Assists senior staff in carrying out more advanced procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, one to three years' experience
4	\$129	
5	\$145	
6	\$150	Fully Qualified Professional Position <input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession <input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Works independently to interpret information and resolve difficulties <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, three to six years' experience
7	\$164	
8	\$170	
9	\$178	First Level Supervisor or first complete Level of Specialization <input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs <input type="checkbox"/> Adapts established guidelines as necessary to address unusual issues <input type="checkbox"/> Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, five to nine years' experience
10	\$187	
11	\$200	
12	\$211	Highly Specialized Technical Professional or Supervisor of groups of professionals <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short and long range planning to ensure the achievement of objectives <input type="checkbox"/> Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, ten to fifteen years' experience with extensive, broad experience
13	\$220	
14	\$238	
15	\$250	Senior Level Consultant or Management <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation <input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, more than twelve years' experience with extensive experience
16	\$267	
17	\$275	
18	\$276	Senior Level Management under review by Vice President or higher <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Responsible for long range planning within a specific area of practice or region <input type="checkbox"/> Makes decisions which are far reaching and limited only by objectives and policies of the organization <input type="checkbox"/> Plans/approves projects requiring significant human resources or capital investment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, fifteen years' experience with extensive professional and management experience
19	\$286	
20	\$296	
21	\$314	

All labor rates will be subject to annual increase of 4% on January 1st of each calendar year.

FEE ESTIMATE - City of Merced WCSMP REIR

7

Project Summary	Hours	Labour	Expense	Subs	Total
Name					
Fixed Fee	0.00	\$0.00	\$0.00	\$0.00	\$0.00
Billing Line & Materials	680.00	\$136,716.37	\$2,283.63	\$0.00	\$139,000.00
Project Billable Total	680.00	\$136,716.37	\$2,283.63	\$0.00	\$139,000.00
Total Units					
Fee (T& Escalation)					
Total Fee					

Task Code	Task Name	Start Date	End Date	Task Type	Hours	Labour	Expense	Subs	Total
1	Revised Project Description	2023-07-01	2023-09-01	Time & Material	32.00	\$6,510.00	\$0.00	\$0.00	\$6,510.00
2	Recirculated Draft EIR	2023-07-01	2024-01-01	Time & Material	514.00	\$100,517.75	\$2,283.63	\$0.00	\$102,801.38
2.1	Administrative Draft RDEIR	2023-07-01	2023-09-01	Time & Material	370.00	\$71,788.00	\$0.00	\$0.00	\$71,788.00
2.3	Screencheck Draft RDEIR	2023-09-29	2023-11-28	Time & Material	110.00	\$21,688.00	\$2,283.63	\$0.00	\$23,971.63
2.3	Public Draft RDEIR	2023-11-28	2024-01-01	Time & Material	34.00	\$7,041.75	\$0.00	\$0.00	\$7,041.75
3	Final REIR	2024-01-27	2024-06-01	Time & Material	82.00	\$19,703.84	\$0.00	\$0.00	\$19,703.84
3.1	Administrative Draft Final REIR	2024-01-27	2024-04-01	Time & Material	52.00	\$11,125.92	\$0.00	\$0.00	\$11,125.92
3.2	Screenback Final REIR	2024-04-26	2024-05-01	Time & Material	32.00	\$6,797.44	\$0.00	\$0.00	\$6,797.44
3.3	Final REIR	2024-05-26	2024-06-01	Time & Material	8.00	\$1,780.48	\$0.00	\$0.00	\$1,780.48
4	Project Management and Meetings	2023-07-01	2024-06-01	Time & Material	42.00	\$9,984.78	\$0.00	\$0.00	\$9,984.78

Certificate Of Completion

Envelope Id: 8A8A55015D1F43CAA6C432BC2009CE95

Status: Completed

Subject: 7th Amendment to Sewer Master Plan

Tyler Contract Number:

Source Envelope:

Document Pages: 9

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Jamie Cruz

AutoNav: Enabled

678 W 18th Street

Envelope Stamping: Enabled

Merced, CA 95340

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

cruzj@cityofmerced.org

IP Address: 165.225.242.193

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cruzj@cityofmerced.org

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Pool: City of Merced

Location: DocuSign

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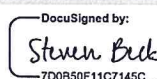
Steven Beck

steven.beck@stantec.com

Senior Principal

Security Level: Email, Account Authentication
(Optional)

DocuSigned by:



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Viewed: 7/13/2023 11:40:54 AM

Signed: 7/13/2023 11:41:10 AM

Electronic Record and Signature Disclosure:

Accepted: 7/13/2023 11:40:54 AM

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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**

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Completed

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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.

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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..

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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.