

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

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 2016 , 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 1360 East Spruce Avenue, Suite 101, Fresno, California 93720, ("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; 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 WORK," is hereby added to the Agreement to read as follows:

"SECTION 22. ADDITIONAL WORK. Consultant shall perform the additional work outlined in the proposal from Consultant to City dated August 26, 2016, attached hereto as Exhibit "1".

2. Section 23, "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 Nine Thousand Seven Hundred Sixty-Nine Dollars (\$9,769.00) 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, 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: K. Flores 9-13-16
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
AECOM TECHNICAL SERVICES,
INC., A California Corporation

BY: 
(Signature)

Henry Liang
(Typed Name)

Its: operations Manager
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 95-2661922

ADDRESS: 1360 E. Spruce Ave.
Suite 101
Fresno, CA 93720

TELEPHONE: (559) 448-8222

FAX: (559) 448-8233

E-MAIL: Henry.Liang@aecom.com

Scope of Services
Amendment No. 1
Additional Bid Package and Bid Support for
Pilot Boring by Casing Hammer Drilling Method
City of Merced Water Supply
Well No. 21
City of Merced

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. Scope of Services

AECOM shall perform the following tasks. The task numbering sequence is an extension of the sequence from the current Agreement.

Subtask 2.5 – New Pilot Boring Bid Package, Limited Bid and Construction Support

AECOM will provide additional engineering services during final design, bid and construction as follows:

1. Assist the City with preparation of a separate bid package for the well pilot boring at the Well 21 site. The pilot boring will be completed via the casing hammer drilling method. The well construction bid package will be modified to cover only the well construction.
2. Assist the City during the bidding phase for casing hammer pilot boring work contract by responding to questions and preparing addendums if needed. Attend pre-bid conferences and job walks if requested by the City.
3. Attend preconstruction meetings with the City and the selected supplier and contractor.
4. Provide additional on-site observation required by casing hammer type drilling method (up to 30 hours). This portion of the scope will be provided by our subconsultant Kenneth D. Schmidt & Associates.
5. Complete Record Drawings for the project following receipt of red lined project plans from the Contractor.

This scope and fee assumes that all water quality testing will be paid for directly by the City. Sampling and shipping of water samples will be done by AECOM's subconsultant, Kenneth D. Schmidt & Associates. If additional submittal reviews or site visits are required, AECOM will bill on a time and materials basis in accordance with the Hourly Rate Schedule attached to the Agreement.

D. Additional Engineering Services

The following services may be provided by AECOM upon request by the City and execution of a specific authorization setting forth an applicable scope, fee, and schedule provisions:

1. Pothole underground utilities.
2. Factory acceptance testing.
3. Assistance with CEQA environmental checklist for the City Planning Department's review and processing. Assistance with CUP application documents.
4. Expert Consulting services (including Deposition and Trial testimony) as directed by City and/or City's attorney's, at an hourly rate to be determined by the parties, upon said request.
5. Services resulting from significant changes in extent of the project or its design including, but not limited to, changes in size, complexity (such as design of buildings), the City's schedule, or character of construction or method of financing. Revising previously accepted studies, reports, and design documents when such revisions are due to causes beyond AECOM's control.
6. Investigations involving detailed consideration of operations, maintenance, and overhead expenses; providing a separate formal value process engineering during the course of design; the preparation of cash flow and economic evaluations and rate schedules. Assistance in obtaining financing for the project.
7. Services in connection with change orders to reflect changes requested by the City if the resulting change in compensation for services is not commensurate with the additional services rendered, and in making revisions to drawings and specifications occasioned thereby, and services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material, equipment, or energy shortages.
8. Support for pilot or bench-scale testing.
9. Legal Descriptions and other services related to the acquisition of property for the project.
10. Any other specific services requested by the City or AECOM not identified in this Agreement.

E. Work or Services to be Provided by the City

See original Agreement for Professional Services between the City of Merced and AECOM Technical Services, Inc. executed on September 21, 2015.

F. Safety

City agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours. AECOM shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences, or procedures, as these are solely the responsibility of the construction contractor. AECOM shall not have the authority to stop the work of the construction contractor. In no event shall AECOM be liable for the acts or omissions of any construction contractors, their subcontractors, any of their agents or employees, or any other persons or entities performing any work related to this project, or for the failure of any them to carry out construction work under contract with the City.

G. Delay

AECOM shall not be responsible for delays due to causes beyond AECOM's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly.

H. Entitled to Rely

Consistent with the professional standard of care and unless specifically provided herein, AECOM shall be entitled to rely upon the accuracy of data and information provided by City or others without independent review or evaluation.

I. Opinions of Construction Cost

Any opinion of the construction cost prepared by AECOM represents its judgment as a design professional and is supplied for the general guidance of City. Since AECOM has no control over the cost of labor and material, or over competitive bidding or market conditions, AECOM does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to City.

J. Hazardous Materials

Notwithstanding anything herein to the contrary, title to, ownership of, legal responsibility, and liability for any and all pre-existing waste shall at all times remain with the City. Pre-existing waste is any hazardous or toxic substance which was generated by the City or existing on the City's Project Site prior to AECOM's presence. AECOM shall have no responsibility for the presence, handling, removal or disposal of, or exposure to persons to such pre-existing waste except if such liability arises from AECOM's gross negligence or willful misconduct. The parties acknowledge that AECOM does not provide disposal services for the direct disposal of hazardous or toxic substances that may be discovered upon or removed from the City's Project Site.

L. 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 No. 1 and in accordance with AECOM's Hourly Rate Schedule contained in the Agreement. Maximum compensation for AECOM's services as described in Task 2.5 shall not exceed \$9,769.00 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
04/15/2013	Original contract	\$287,783
	Amendment 1 -- New Pilot Boring Bid Package, Limited Bid and Construction Support	\$9,769
	Total	\$297,552