

**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 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 a First Amendment to Agreement dated October 18, 2016; 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 November 14, 2017, attached hereto as Exhibit “1”.

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

“SECTION 25. ADDITIONAL COMPENSATION. City shall pay to Consultant the not to exceed additional sum of Two Thousand Five Hundred Sixty-One Dollars (\$2,561.00) 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, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second 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 12-12-2017
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
AECOM TECHNICAL SERVICES,
INC., A California Corporation

BY: Masood Mesbah
(Signature)

Masood Mesbah
(Typed Name)

Its: Water Business Unit Lead
(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) 490-8309

FAX: (559) 448-8233

E-MAIL: stephen.spencer@aecom.com

Scope of Services

**Amendment No. 2
Additional Bid Package and Bid Support for
Rebid of the Well Construction**

**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 2.6 – Revised Bid Package and Bid Support for Well Construction Rebid

The City has decided to rebid the well construction project due to concerns with the original bids. City staff asked AECOM to prepare a revised bid package for the rebid and be present at another pre-bid meeting. Preparation of a rebid package, attending an additional pre-bid meeting, and supporting a second bid (answering contractor questions during bidding) are outside of our current scope and therefore this proposed amendment has been prepared for submittal to the City.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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. 2 and in accordance with AECOM's Hourly Rate Schedule contained in the Agreement. Maximum compensation for AECOM's services as described in Task 2.6 shall not exceed \$2,561.00 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
09/21/2015	Original contract	\$287,783
10/18/2016	Amendment 1 – New Pilot Boring Bid Package, Limited Bid and Construction Support	\$9,769
	Amendment 2 – Additional Bid Package and Bid Support for Rebid of Well Construction	\$2,561
	Total	\$300,113

Project Proposal Budget - Amendment 2

New Municipal Well No. 21 - Preparation of a Rebid Package for Well Construction

City of Merced
15-Nov-17

Task Description	Personnel Hours								Budget					
	PM/Principal Eng	Principal Elec Eng	Senior Engineer II	Senior Engineer I	Assoc. Engineer II	Environmental Tech	Design CAD Operator	Technical Typist	Total Hours	Labor	Subconsultants	Other Direct Costs	Total Non-Labor	Total
Subtotal	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2 - Design and Install Supply Well														
Task 2.1 Prepare Plans & Specs for Drilling, Construction & Development of the Municipal Well														
Task 2.2 Prepare Plans & Specs for Well Site Infrastructure														
Task 2.3 Project Bidding Services														
Task 2.4 Project Construction Services														
Task 2.5 Additional Bid Package + bid support	6													
Task 2.6 Rebid Package + bid support							3	4	13	\$ 1,850	\$ 600	\$ 111	\$ 711	\$ 2,561
Subtotal	6	-	-	-	-	-	3	4	13	1,850	600	111	711	2,561
Total	6	-	-	-	-	-	3	4	13	1,850	600	111	711	2,561

Personnel Category	\$/HR
PM/Principal Eng	\$205.00
Principal Elec Eng	\$210.00
Senior Engineer II	\$180.00
Senior Engineer I	\$150.00
Assoc Engineer II	\$125.00
Environmental Tech	\$70.00
Design CAD Operator	\$100.00
Technical Typist	\$80.00