

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

THIS FIRSTAMENDMENT 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 water supply well at the City's Wastewater Treatment Plant; and

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services ("Agreement") dated April 6, 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 January 9, 2018, 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 Fifteen Thousand Three Hundred Eighty-Two Dollars (\$15,382.00) 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 April 6, 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:  1-24-2018  
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: Vice President  
(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](mailto:stephen.spencer@aecom.com)

## **AECOM Scope of Services**

### **Amendment No. 1 Additional Design Support for City of Merced New Water Supply Well for Wastewater Treatment Plant**

#### **Project 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 April 6, 2015 (Agreement).

#### **AECOM Tasks**

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

#### **Task 2 – Design and Install Supply Well**

During design and construction of the supply well site, several design additions were required by site conditions that increased AECOM's required scope. This amendment documents those additions and requests additional fee to cover out of scope work. AECOM's services will be as described in the following tasks.

##### Subtask 2.5 Additional Design and Construction Support Services

- AECOM's electrical design efforts were required once it was determined in the field that the WWTP record drawings did not accurately identify those electrical conduits that were assumed available for the Well 2 project at the time our scope and fee was prepared. In order to complete the design work, additional consultation with City staff was required, followed by revision of conduit calculations.
- The original design assumptions, made in consultation with WWTP staff, proposed to draw electrical power for the new well site from the existing electrical panels inside the adjacent solids building. During review of the 90% design, the City determined that the electrical panels inside the building did not in fact have capacity to handle the additional load, and we were directed to modify the design to draw power from the electrical panel outside the building (located adjacent to the main transformer).
- The City's original design intent was to have the Well 2 pump system operate independently from the WWTP's SCADA, with operational data and alarms transmitted back to the City's SCADA system through PLC-9 located in MCC-6A (located inside the building). There was not to be a remote start/stop feature. At the 90% design phase, the City asked that the design be modified to allow remote control of the Well 2 pump site, which required additional design effort.
- Due to utility conflicts, the new water connection from Well 2 had to be moved deeper, creating a low spot in the piping. At the City's direction, AECOM designed a blow off to allow this low spot to be maintained.
- The construction contractor Soracco, Inc. has indicated to the City that their electrical subcontractor is not qualified to provide the necessary integration between the new Well

2 system controls and the existing WWTP SCADA system, and therefore Soracco will need to identify and contract with an integrator separately. AECOM had provided additional review of the controls submittals, has interfaced with Soracco to emphasize the integrator requirements, and will review the new integrator's submittals once received.

### **Assumptions/Exclusions**

**Reuse:** Any reuse of Consultant-prepared work, except for the specific purposes intended hereunder, will be at City's sole risk and without liability or legal exposure to Consultant or its subconsultants.

**Safety:** Consultant shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, including safety precautions and procedures, as these are solely the responsibility of the construction contractor. Consultant shall not have the authority to stop the work of the construction contractor. In no event shall Consultant 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.

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

**Entitled to Rely:** Consistent with the professional standard of care and except as otherwise expressly set forth herein, Consultant shall be entitled to rely upon the accuracy of data and information provided by City or others without independent review or evaluation.

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

**Hazardous Materials:** Notwithstanding anything in this Agreement, Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure to persons to hazardous materials in any form, at the project site.

### **Schedule**

Project construction has extended beyond the originally anticipated finish date used to estimate our April 6, 2015 Agreement schedule and cost estimate. At this time, assuming the current project Contractor stays on the project, we anticipate construction ending in May 2018. Therefore, this amendment assumes AECOM's work will be completed in August 2018 (allowing for preparation of record drawings and final start-up support).

### **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 \$15,382.00 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
04/6/2015	Original contract	\$138,630
	Amendment 1 – Additional Design and Construction Support Services	\$15,382
	Total	\$154,012

**New WWTP Supply Well - Amendment No. 1  
Additional Design and Construction Support Services**

**City of Merced**  
**9-Jan-18**

Task Description	Personnel Hours							Budget					
	PM/Principal Eng	Principal Elec Eng	Senior Engineer II	Senior Engineer I	Assoc. Engineer II	Design CAD Operator	Technical Typist	Total Hours	Labor	Subconsultants	Other Direct Costs	Total Non-Labor	Total
Task 2 - Design and Install Supply Well													
Task 2.5 Additional Design & Construction Support Services													
Civil, utilities	3				4	6	1	14	\$ 1,795		\$ 72	\$ 72	\$ 1,867
Electrical	3	8	16		8	4	2	41	\$ 6,735		\$ 269	\$ 269	\$ 7,004
Instrumentation	4	8	8	4	8	4	4	40	\$ 6,260		\$ 250	\$ 250	\$ 6,510
Subtotal	10	16	24	4	20	14	7	95	14,790	-	592	592	15,382
Total	10	16	24	4	20	14	7	95	14,790	-	592	592	15,382

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
Design CAD Operator	\$100.00
Technical Typist	\$80.00