

THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, ("City"), and Provost & Pritchard Engineering Group, Inc., a California Corporation, whose address of record is 2505 Alluvial Avenue, Clovis, California 93611, ("Consultant").

WHEREAS, City is undertaking a project to do assessment and remediation of PCE impacted sites; and

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services ("Agreement") dated July 5, 2016, a First Amendment dated July 5, 2017, and a Second Amendment dated July 2, 2018; and

WHEREAS, City and Consultant desire to amend the Agreement to modify the scope of services 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 April 30, 2019, 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 Two Hundred Twenty-Four Thousand Four Hundred Dollars (\$224,400.00) 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 July 5, 2016, First Amendment dated July 5, 2017, and Second Amendment dated July 2, 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:
STEVE CARRIGAN, CITY CLERK

BY: _____
Deputy City Clerk


APPROVED AS TO FORM:

BY: Shirley A. Miller 5-3-19
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
PROVOST & PRITCHARD
ENGINEERING GROUP, INC.,
A California Corporation

BY: 
(Signature)

RANDY HOPKINS
(Typed Name)

Its: JICG - PRESIDENT
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 94-2187078

ADDRESS: 2505 Alluvial Ave.
Clovis, CA 93611

TELEPHONE: (559) 326-1100

FAX: (559) 326-1090

E-MAIL: www.ppeng.com

April 30, 2019

Mr. Joseph Angulo
Environmental Project Manager
City of Merced
678 18th Street
Merced, CA 95340

SUBJECT: Fee Estimates For the Annual Work Plan
Third and Fourth Quarter 2019 and the
First and Second Quarter 2020
For PCE Project including 1-Hour R Street Site, Parkway, Sunshine, Bel
Air, Simpson's, and Merced Laundry Dry Cleaners, City of Merced

Dear Mr. Angulo,

At your request, Provost & Prichard Consulting Group (P&P) is providing you with our cost estimate to provide continuing remedial support including operation, maintenance (O&M) at the Parkway site, and continuing remedial support and operation and maintenance (O&M) at the Sunshine site. All costs are based solely on the tasks listed in the City's Annual PCE work plan submitted to the RWQCB. Additional work scopes can be conducted as requested.

Based on the results of the DPE pilot test, we are not recommending full scale use. Therefore, at the Parkway site we have included typical bi-weekly O&M expenses similar to the previous year. At the Sunshine site, we have included typical bi-weekly O&M and the addition to the SVE system by connecting S46-I-1, I-3, and I-8. A short Remediation Modification Workplan will be submitted for approval.

This project cost is based on our 2019 Fee Schedule (also attached).

LIMITATIONS

P&P offers various levels of investigative, engineering and design services to suit the varying needs of our Clients. Although risk can never be eliminated, more detailed and extensive investigations yield more information, which help understand and manage the level of risk. Since detailed investigation and analysis involves greater expenses, our Clients assist with determining levels of services that will provide adequate information for their purposes at acceptable levels of risk. Acceptance of this proposal indicates the City of Merced has reviewed the scope of work and determined you do not need or want a greater level of services than that being proposed. Any exception should be noted and may result in high fees.

Regulations and professional standards applicable to P&P services are continually evolving. Techniques are, by necessity, often new and relatively untried. Different professionals may reasonably adopt different approaches to similar problems.

Therefore, no warranty or guarantee, express or implied, will be included in P&P's scope of services.

AUTHORIZATION

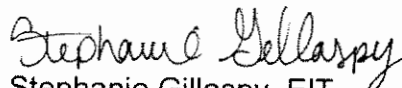
If there is a need for any change in the scope of services described in this fee estimate please call us immediately. Changes may require revision of the proposed fee that will be communicated to you.

All information gathered during this project is considered confidential and will be released only upon written authorization of the City of Merced or as required by law.

We appreciate the opportunity to submit this fee estimate and look forward to working with you on this project. If you have any questions or need additional information, please contact Dave or Stephanie in our Clovis Office at (559) 326-1100.

Sincerely,

Provost and Pritchard Consulting Group


Stephanie Gillaspy, EIT
Senior Environmental Specialist


David W. Norman
Principal Environmental Specialist

DWN:SEG



PROVOST & PRITCHARD CONSULTING GROUP
STANDARD FEE SCHEDULE
Effective 1/1/2019
 (hourly rates)

This schedule supersedes previously published fee schedules as of the effective date
Multi-year contracts are subject to any subsequent changes in these rates

		<u>Fee</u>
<u>ENGINEERING STAFF:</u>		
Assistant Engineer		\$ 95.00 - \$115.00
Associate Engineer		\$120.00 - \$140.00
Senior Engineer		\$145.00 - \$175.00
Principal Engineer		\$180.00 - \$220.00
<u>SPECIALISTS:</u>		
Assistant Environmental Specialist		\$ 85.00 - \$110.00
Associate Environmental Specialist		\$117.00 - \$147.00
Senior Environmental Specialist		\$150.00 - \$175.00
Principal Environmental Specialist		\$185.00 - \$215.00
Associate GIS Specialist		\$ 95.00 - \$115.00
Senior GIS Specialist		\$120.00 - \$150.00
Assistant Geologist/Hydrogeologist		\$ 90.00 - \$105.00
Associate Geologist/Hydrogeologist		\$110.00 - \$135.00
Senior Geologist/Hydrogeologist		\$150.00 - \$180.00
Associate Water Resources Specialist		\$ 95.00 - \$115.00
Senior Water Resources Specialist		\$120.00 - \$150.00
<u>PLANNING STAFF:</u>		
Assistant Planner/CEQA-NEPA Specialist		\$ 75.00 - \$ 95.00
Associate Planner/CEQA-NEPA Specialist		\$100.00 - \$125.00
Senior Planner/CEQA-NEPA Specialist		\$140.00 - \$165.00
Principal Planner/CEQA-NEPA Specialist		\$170.00 - \$195.00
<u>TECHNICAL STAFF:</u>		
Assistant Technician		\$ 75.00 - \$ 95.00
Associate Technician		\$100.00 - \$120.00
Senior Technician		\$130.00 - \$145.00
<u>CONSTRUCTION SERVICES:</u>		
Associate Construction Manager		\$115.00 - \$135.00
Senior Construction Manager		\$140.00 - \$162.00
Principal Construction Manager		\$170.00 - \$200.00
Construction Manager Prevailing Wage ⁽¹⁾ (2)		\$142.00 - \$167.00
<u>SUPPORT STAFF:</u>		
Administrative Assistant		\$ 65.00 - \$ 85.00
Project Administrator		\$ 73.00 - \$ 93.00
Project Manager		\$125.00
Intern		\$ 65.00
<u>SURVEYING SERVICES:</u>		
LSIT Surveyor		\$ 95.00 - \$115.00
Licensed Surveyor		\$125.00 - \$160.00
		<u>Prev. Wage (1)</u>
1 Man Survey Crew	\$165.00	\$190.00
2 Man Survey Crew	\$230.00	\$270.00
2 Man Survey Crew including LS	\$265.00	\$275.00
1 Man CORS Survey Crew	\$180.00	
2 Man CORS Survey Crew	\$230.00	
UAV (Drone) Services	\$205.00	
(Field Work not including survey equipment billed at individual standard rate plus vehicle as appropriate)		
<u>EXPERT WITNESS:</u> As quoted.		
<u>TRAVEL TIME</u> (for greater than 1 hour from employee's base office): \$80/hr (unless the individual's rate is less)		
<u>PROJECT COSTS:</u>		
Mileage	IRS value + 15%	
Outside Consultants	Cost + 15%	
Direct Costs	Cost + 15%	

- (1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings and Kern Counties, other counties as quoted.
- (2) Overtime for Construction Services prevailing wage will be calculated at 125% of the standard prevailing wage rate.