

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS FIRST 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 3341 M Street, Merced California 95348-2714, ("Consultant").

WHEREAS, City is undertaking a project to replace a sewer lift station; and

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services ("Agreement") dated September 18, 2017; 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 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 2, 2019, 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 Twenty-Three Thousand Six Hundred Ninety-Four Dollars (\$23,694.00) 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 18, 2017, 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: _____
Deputy City Clerk

APPROVED AS TO FORM:

BY:  8/23/19
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

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

BY: Matthew W Kemp
(Signature)

Matthew W. Kemp, P.E.
(Typed Name)

Its: Vice President
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 94-2187078

ADDRESS: 3341 M Street
Merced, CA 95348-2714

TELEPHONE: (209) 809-2300

FAX: (209) 809-2290

E-MAIL: dtraina@ppeng.com

August 2, 2019

Joseph Angulo
City of Merced
678 West 18th Street
Merced, CA 95340

**RE: Additional Phase Amendment for Cooper Avenue Lift Station
Job No. 1511-17-003, Phase DES**

Dear Mr. Angulo:

Provost & Pritchard (P&P) has been working with the City of Merced to design a new lift station on Cooper Avenue. In the process of doing so, two separate unexpected issues arose, both affecting the design process and requiring additional work which was outside of the original scope of services. The paragraphs below provide descriptions of the situations and additional work. We have also provided a table with a breakdown of the additional fees to complete the work.

The first situation occurred when it was found that the existing lift station was not on a documented easement. The City requested that Provost & Pritchard investigate, determine how much space was needed, and develop an exhibit showing the proposed easement location. P&P investigated the existing easement, evaluated the space needs and prepared an exhibit showing the easement needed for the proposed lift station.

Additionally, the data given to P&P for the flows into the lift station wasn't representative of the flows needed for design. There were two industries listed that did not flow to the Cooper Avenue lift station. The report had been submitted at the time this was discovered so the design team had to redo the report to correct this oversight. P&P analyzed the new data, revised pump selection including coordination with the pump manufacturer and analyzed the downstream system.

The second situation occurred when the team was notified by Merced Irrigation District (MID) that they had electrical conductors that traversed our site. This discovery required rework of the site and surveying.

MID provided a recorded easement showing the boundaries of their easement. In late July 2018 it was determined that there was a possibility that the conductors were outside of the easement, so the conductors were potholed and located. Information regarding the elevation was also obtained so we could determine if there was a conflict with the crossing between the conductors and force main. P&P sent a field survey crew to accurately locate these utilities so the lift station could be built without interfering with them. The survey data was plotted on the site plan and the conductors did interfere with the lift station and they were outside of the MID easement.

P&P developed three options for dealing with this conflict and presented them to the City. Option 3 was selected by the City which included the need for MID to relocate some of their conductors. The City also indicated that it was MID's desire to have the transformer next to their switchgear. As a result of this a P&P's team laid out the site and needed to split the electrical equipment into

two locations. Ultimately the decision was for the transformer to be inside the fence. The final layout shows this configuration.

The following table presents the associated costs for completing the additional work. We have also attached a detailed spreadsheet with a breakdown of these costs.

Phase DES - Budget Amendment	
Current Budget:	\$97,170
Easement:	\$8,700
MID Conflicts:	\$15,000
New Budget:	\$120,870

The signature below hereby authorizes a change in the time and materials budget for Phase DES:

Please sign, date and return to Dena Traina at Provost & Pritchard Consulting Group by emailing dtraina@ppeng.com.

Client:	City of Merced	Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group
By:		By: <i>Matthew W Kemp</i>
Name/Title:		Name/Title: Matthew Kemp, PE C66088 Vice President
Date Signed:		Date Signed: August 2, 2019

APPROVED AS TO FORM:

Schuyler Campbell
Dep. City Attorney
8/23/19

COST BREAKDOWN FO CHANGE ORDER CITY OF MERCED
Estimated Staffing Plan and Cost Breakdown



TASK	Principal Engineer IV	Senior Engineer IV	1 man survey	Assistant Technician (d)	Associate Technician (d)	Senior Technician (d)	Associate Technician (d)	Assistant Engineer (d)	Total Hours	Mileage	Expenses	Subtotal Labor	Subtotal Reimb w/Mark Up	Subtotal	Conting.	Total Fee
1 Easement	1	1	1	1	1	1	1	1	35	0.580		\$3,735	\$0	\$3,735	\$0	\$3,735
2 Revise Basis of Design Report	1	24.9	0	0	0	0	0	0	26			\$4,314	\$0	\$4,314	\$0	\$4,314
3 Project Management	10.5	0	0	0	0	0	0	0	11			\$2,153	\$0	\$2,153	\$0	\$2,153
4 MID Conflicts Survey	1	0	6	6	6	6	6	6	19			\$2,407	\$0	\$2,407	\$0	\$2,407
5 Potholing	1	0	0	0	0	0	0	0	1		1523	\$205	\$1,751	\$1,956	\$0	\$1,956
6 Development & Presentation of 3 Options	4	2	0	0	0	2	4	8	20			\$2,610	\$0	\$2,610	\$0	\$2,610
7 Revised Plans & Specifications	4	8	0	0	0	6	12	24	54			\$6,520	\$0	\$6,520	\$0	\$6,520
8	0	0	0	0	0	0	0	0	0			\$0	\$0	\$0	\$0	\$0
9	0	0	0	0	0	0	0	0	0			\$0	\$0	\$0	\$0	\$0
10	0	0	0	0	0	0	0	0	0			\$0	\$0	\$0	\$0	\$0
11	0	0	0	0	0	0	0	0	0			\$0	\$0	\$0	\$0	\$0
12	0	0	0	0	0	0	0	0	0			\$0	\$0	\$0	\$0	\$0
13	0	0	0	0	0	0	0	0	0			\$0	\$0	\$0	\$0	\$0
14	0	0	0	0	0	0	0	0	0			\$0	\$0	\$0	\$0	\$0
15	0	0	0	0	0	0	0	0	0			\$0	\$0	\$0	\$0	\$0
16	0	0	0	0	0	0	0	0	0			\$0	\$0	\$0	\$0	\$0
17	0	0	0	0	0	0	0	0	0			\$0	\$0	\$0	\$0	\$0
18	0	0	0	0	0	0	0	0	0			\$0	\$0	\$0	\$0	\$0
19	0	0	0	0	0	0	0	0	0			\$0	\$0	\$0	\$0	\$0
20	0	0	0	0	0	0	0	0	0			\$0	\$0	\$0	\$0	\$0
21	0	0	0	0	0	0	0	0	0			\$0	\$0	\$0	\$0	\$0
22 Recoup proposal	0	0	0	0	0	0	0	0	0			\$0	\$0	\$0	\$0	\$0
23 Project Management	0	0	0	0	0	0	0	0	0			\$0	\$0	\$0	\$0	\$0
Total units	21.5	37.9	6	6	6	8	36	44	165	0		\$21,943	\$1,751		\$0	\$23,694
Total \$	\$4,408	\$6,254	\$990	\$540	\$672	\$1,120	\$3,780	\$4,180		\$0	\$1,523				\$0	\$23,694
												\$21,943	\$1,751		\$0	\$23,694