

**AGREEMENT —AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES FOR ENVIRONMENTAL CONSULTANTS/CONTRACTORS
BETWEEN
WALLACE GROUP AND CITY OF SALINAS**

This Amendment No. 1 to the Agreement for Professional Services (the “Amendment”) is entered into this 8th day of August 2023, by and between the City of Salinas (the “City”) and Wallace Group, (the “Consultant”). City and Consultant may be individually referred to herein as a “Party” and collectively the City and Consultant may be referred to as the “Parties.”

RECITALS

WHEREAS, the City and Consultant first entered into an Agreement for Professional Services for Environmental Consultants/Contractors effective October 10th, 2022, pursuant to which Consultant agreed to act as and provide certain services to the City for compensation (the “Agreement”); and

WHEREAS, the City and Consultant desire to amend the Agreement to include additional scope of services provided by Consultant, and to reflect the revised compensation to be paid to Consultant.

NOW, THEREFORE, in mutual consideration of the terms and conditions set forth below, the Parties agree as follows:

TERMS

- I. The Agreement, 1. Scope of Service section, is amended and restated in its entirety as follows:
 1. **Scope of Service.** The project contemplated and the scope of Consultant’s services are described in **Exhibits B and B1**, attached hereto and incorporated herein by reference.
- II. The Agreement, 3. Compensation section, is amended and restated in its entirety as follows:
 3. **Compensation.** City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement for sanitary sewer spot repairs and maintenance repairs on a time and materials basis according to the rates of compensation set forth in **Exhibits B, and B1**. The total amount of compensation to be paid under this Agreement shall not exceed two hundred seventy three thousand two hundred dollars (\$273,200).
- III. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City and Consultant have entered into this Agreement as of the date first written above.

CITY OF SALINAS

Steven S. Carrigan, City Manager

APPROVED AS TO FORM:

- _____
 Christopher A. Callihan, City Attorney
 Rhonda Combs, Assistant City Attorney

WALLACE GROUP

Kari Wagner
Principal-in-Charge, Wallace Group, a California Corporation

Exhibit B- Scope of Service

October 6, 2022

Brian Frus
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

Subject: Sewer Spot Repairs and Maintenance Improvements

Dear Mr. Frus:

Wallace Group appreciates the opportunity to provide you with our proposal for engineering services for the above referenced project. Based on our discussion, the following Scope of Services has been prepared for your consideration:

PROJECT UNDERSTANDING

The City is requesting Wallace Group provide engineering services for design of several maintenance related capital improvement projects. The projects will include:

- CIP 7, West Market at Davis Overcrossing, Replace doors on bunker (0.5 sheet)
- CIP 9, Malarin Street and Wilgart Way Repairs, 380 ft of 8-inch and manhole repairs (1 sheet)
- CIP 10, Romie Lane Repairs & Reconfiguration Analysis, Sewer Analysis, Manhole replacement (0.5 sheet)
- CIP 11, King Street from East. Market to East Alisal, 1,170 ft of 8-inch to 10-inch (2 sheets)
- CIP 12, Del Monte Ave. and Mae Repairs - 1,650 ft of 6- and 8-inch and Manhole Repair or Replacement (3 sheets)
- CIP 13, Riker Street - Replace Manhole and approximately 20 ft of sewer main, 6-inch (0.5 sheet) @ Lang Street (MH M3-035)
- CIP 14, Villa Avenue and Capitol Street - 450 ft of 8-inch (1 sheet), from MH K3-016 to L2-016 (Kirkwood Ave.), 840 ft of 6-inch from L3-013 to L3-040 (1.5 sheets), 710 ft from L3-041 to F.I. (1.5 sheets)
- CIP 15, Johnson Place Repairs, 1,470 ft of 12-inch (2.5 sheets)
- CIP 16, N. Main Street Underpass Bunkers, Replace both bunkers and small section of sewer main (0.5 sheet)
- CIP 17, Donner Way - 280 ft of 8-inch (1 sheet), from Truckee Way to Emerald Drive
- CIP 18, San Miguel Avenue Repair @ Pajaro Street - Spot repair, Replace approximately 10 ft of sewer main (0.5 sheet).
- CIP 24, East Laurel and Williams Repair, 1,530 feet of 8- and 10-inch (3 sheet), sewer main through easement at 105 Oregon Street
- CIP 26, Katherine Ave. and Pajaro St. - Manholes 04-001, 04-002, and 04-006 Rehabilitate or replace manholes (0.5 sheet)

Total - 19 design sheets



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The following assumptions are made for the development of the plans, specifications, and estimate (PS&E):

- Wallace Group will prepare preliminary 30% design plans (plan view only) for all 13 projects and provide a preliminary design memorandum with recommendations for project packaging, survey needs, geotechnical needs, easement concerns, sewer lateral replacement needs, and opinion of probable cost.
- The 30% design will include no topographic survey. We will use Google Earth imagery for design.
- Wallace Group will not obtain Right of Way record information or Title Reports.
- The City will provide CCTV inspection of each of the sewer mains to identify sewer lateral locations, which are to be identified on the plan set.
- Wallace Group will produce 5 to 6 sheets of plan and profile to 100% PS&E completion. The projects that will go to 100% PS&E under this contract will be identified after completion of the 30% design.
- Wallace Group will perform two days of field survey to obtain manhole rim and invert elevations for all manholes that we currently do not have manhole data already obtained through the development of the Sewer Master Plan.
- Wallace Group will use publicly available geotechnical reports nearby the project sites to determine estimated groundwater elevations. Without geotechnical investigations, this may result in contract change orders for changed field conditions if the available information is not pertinent to the project sites.
- Wallace Group has limited the survey scope to just verifying manhole depth. All sewers are being replaced in the same alignment and are in public ROW.
- Wallace Group will contact utilities to obtain record drawings for each of the project sites, but potholing is not included in current scope of work. It may be determined during the design phase that potholing would be beneficial. If so, we will advise the City.
- The PS&E package will be publicly bid per the Scope of Work provided below.
- The bid will be one design package and not broken into multiple bid contracts.
- The City will provide the front-end documents. Wallace Group will prepare the bid schedule, measurement & payment, and technical specifications, in CSI format.
- Scope of work excludes bid phase services and engineering services during construction.

SCOPE OF SERVICES

TASK 1.0: PROJECT MANAGEMENT AND MEETINGS

Task 1.1 Project Management

This task includes day-to-day coordination of project activities, including scheduling and budget controls, staffing needs and coordination, City coordination, monthly status updates and reporting, and other related project management activities. This effort is based on the schedule duration of six (6) months.

Task 1.2 Kick-off Meeting and Field Review of Facilities

We will coordinate and attend a kick-off meeting with key Wallace Group and City team members. We will prepare the meeting agenda and minutes for this meeting. This meeting will focus on the project objectives, scope of services, schedule, deliverables, and other components of the project so that the project direction is well defined. We request that any items that may be of importance for the completion of the report be provided to Wallace Group at the time of the kick-off meeting. We will prepare and provide the City with an agenda and a preliminary list of requested items prior to the kick-off meeting to help facilitate the information collection process.



Immediately following the meeting, Wallace Group will complete a field review of the project site conditions and constraints, review condition of existing pavement, traffic conditions, observation of other utilities in the area, new pavement cuts which depict recently buried utilities, existing signage, utility poles, driveway/access issues, potential for parking, pedestrian and bicycle impacts, striping and other visible features at the surface, emergency access and other issues that can arise during construction of the Project. We will document the field investigation with photographs.

This effort is expected to be completed on the same day as the kick-off meeting. It is estimated that this effort will take approximately six (6) hours plus travel, based on the meeting taking place at the City offices in Salinas.

Task 1.3 Project Meetings

We will attend and prepare agendas and meeting minutes for the project meetings. This task includes preparing responses to comments received during deliverable review meetings. We assumed for budgeting purposes, two virtual, one-hour project meetings, at the following milestones:

- 30% Design
- 90% Design

Task 1.4 QA/QC

Wallace Group will provide in-house quality assurance and quality control (QA/QC) at all three of the milestone deliverable stages (30, 90, and 100%). At each milestone, there is a comprehensive QA/QC review of project research, data, calculations, and report by senior or principal engineers within our firm. Between 30% and 90%, Wallace Group will also complete a constructability review by a senior member of our construction management team.

Task 1 Deliverables:

- Meeting Agendas (PDF)
- Meeting Minutes (PDF)

TASK 2.0: SURVEY

Wallace Group will complete up to two field days of survey and subsequent office time needed to obtain manhole rim and invert elevations for all manholes for each of the CIPs noted above not already obtained for the Sewer Master Plan.

TASK 3.0: DOCUMENT REVIEW

We will review the City's existing data, reports, as-built (record drawing), and other information provided as it relates to the City's existing sewer collection system. This will include the review of relevant documents including record drawings, prior geotechnical reports, and other documents available and pertinent to the utility design.

Wallace Group will provide utility research and investigation to delineate existing utilities along the various project routes. City will provide available record drawings on existing utility facilities. Wallace Group will request utility information from all known utility agencies in the Project area. We will follow protocol for issuance of Utility A and B letters and will provide full documentation of utility information (and responses to letters) received by each utility agency. It is anticipated that we will not need to issue "C" letters to utility agencies for potential relocation of existing utilities in conflict with the sewer main as all sewer mains are

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being relocated in their original alignment. Information obtained will be used to locate existing underground utilities on the project's base map.

At this time, Wallace Group is not proposing any utility potholing. If determined following the review of the existing utilities that potholing is required, Wallace Group will work with the City to amend the contract.

Deliverables:

- PDF/scanned copies of new utility information provided by Utility Agencies
- PDF copies of correspondence (and/or forwarded emails) of utility correspondence with Utility Agencies

TASK 4.0 Plans, Specifications, and Estimate (PS&E)

Wallace Group will provide PS&E packages at three milestones, 30%, 90%, and 100% ready to bid.

Task 4.1 30% PS&E Design Package

Wallace Group will prepare a Basis of Design (BOD) Memorandum describing the project design elements, alignment, diameter and material, tie-in considerations, delineation of expected pavement sawcut/removal/replacement, service re-connections, and other key design elements for the new pipeline replacements. This deliverable will include a 30% plan set (plan view only, the plans will be at 1"=20' scale in plan), list of technical specifications, and engineer's estimate of probable cost. The 30% design submittal assumes the following sheets:

- Title Sheet
- General Notes, Abbreviations, Legend
- Design Sheets - Plan view only (19)

We will request the City's approval of this BOD Memorandum prior to proceeding with final engineering design.

Task 4.2: 90% PS&E Design Package

Following completion of the 30% submittal, the City will provide direction on which projects to move forward to 100% design. We estimate that we can produce up to 5 sheets to final design. We will prepare detailed design for the Project based on the 30% design submittal and City comments. The 90% design package will include plan and profiles of the proposed CIPs. In accordance with City requirements, the plans will be at 1"=20' scale in plan and horizontal profile view, and 1"=4' in vertical profile scale. City standard plan layout and notes will be incorporated. The design will include the elements noted in the Understanding of this proposal. The 90% design submittal assumes the following sheets:

- Title Sheet
- General Notes, Abbreviations, Legend
- Design Sheets (5)
- Details (2)

Wallace Group assumes the contractor will prepare traffic control plans and therefore not included in the scope of work.

Wallace Group will prepare the technical specifications for the Project. The technical specifications will be prepared in CSI format. Wallace Group will prepare a detailed bid schedule and measurement and payment (M&P) specifications. Wallace Group will compile the project specification manual appending the technical specifications produced by Wallace Group to the City's existing boilerplate front-end documents.

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Wallace Group assumes a SWPPP is not required due to project being a linear utility maintenance project owned by the City which is covered under a Phase II MS4 permit

Wallace Group will prepare an Engineer's Opinion of Probable Cost at the 90% submittal.

Task 4.3: 100% PS&E Design Package

Wallace Group will update the PS&E package based on City comments during the 90% design review and prepare a Bid Ready, 100% design package.

Deliverables:

- PDF Basis of Design Memorandum with 30% Design Drawings (Plan view only), list of technical specifications, and estimate
- PDF of 90% plans
- PDF and MS Word electronic submittal of the specifications @ 90% and 100%
- PDF and MS Excel electronic submittal of the Engineer's opinion of probable cost @ 90% and 100%
- One (1) full-size copies on bond of final (100%) plans; hard copy to be wet signed and stamped; PDF shall be a scan of the signed plans
- One complete set of e-transmit AutoCAD Civil 3D DWG files of the final (100%) plans

SCHEDULE

Wallace Group will provide the 30% design submittal within 8 weeks of Notice to Proceed. Wallace Group will provide the 90% design submittal within 8 weeks of comments to the 30% design submittal. Wallace Group will provide the 100% design submittal within 3 weeks of comments to the 90% design submittal. Total, 23 weeks assuming 2 weeks for City comments.

TO BE PROVIDED BY THE CLIENT

- See list of assumptions in the Understanding
- Client shall provide the DIR Project Number for this project. To do so, the Client will need to complete the PWC-100 form and submit to the DIR prior to the commencement of the field survey. This is required to be in compliance with State of California Prevailing Wage laws.

ITEMS NOT INCLUDED IN SCOPE OF SERVICES

The following services may also benefit your project. Wallace Group can provide these services, directly or through sub-consultants, however, they are not included in the current Scope of Services or estimate of fees:

- See items not included in the Understanding
- Any other items not explicitly called out in the SOW

PROJECT FEES

The project fees are shown allocated by task to indicate our expected distribution of work. However, the task fee allocations are not individual contract limits.

Wallace Group will perform the services denoted in Tasks 1 through 4 of the proposed Scope of Services in accordance with the attached Standard Billing Rates (Exhibit A). These services

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will be invoiced monthly on an accrued cost basis, and our total fees, including reimbursables will not exceed our estimated fee of \$93,200 without receiving written authorization from the Client.

The estimated fees denoted in Task 2.0 above are based on prevailing wage rates. If the Client and the California Department of Labor determines that prevailing wage payments are not required, the fees for Task 2.0 for the tasks above will be adjusted and billed according to the per hour rate of the Standard Wage column on the Standard Billing Rates provided.

At your request, additional services to the Scope of Services will be performed by Wallace Group following the signature of our Contract Amendment or the initiation of a new contract.

TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, the City of Salinas Agreement for Professional Services dated October 11, 2017 is considered a part of our proposal agreement. If this proposal meets with your approval, please sign where indicated and return to our office and/or prepare a Purchase Order, which will serve as our notice-to-proceed.

We want to thank you for this opportunity to present our proposal for engineering services. If you would like to discuss this proposal in greater detail, please feel free to contact me.

Sincerely,

WALLACE GROUP, a California Corporation TERMS AND CONDITIONS ACCEPTED:

Kari E. Wagnor, PE C66026
Principal
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

Signature

Printed Name

Title

Date

Attachments
cg: PP22-7686, 2021
Exhibit A

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.

Exhibit B1 - Scope of Services

CONTRACT AMENDMENT



Project Name: Sewer Spot Repairs & Maintenance Improvements	CA No. 1
Client Name: City of Salinas	Project/Phase No. 0886-0029
Attention: Brian Frus	Date: June 29, 2023
Address: 200 Lincoln Avenue, Salinas, CA 93901	

Wallace Group requests the Client's authorization to proceed with revisions to the contract agreement for the above referenced project as herein described. Approval below incorporates this document as a part of the original contract signed October 18, 2022. If approved, please return one signed original Contract Amendment to Wallace Group.

Description and Purpose of the Revision(s)

Per the original contract, Wallace Group (WG) performed a field visit of the following Capital Improvement Project (CIP) sites to determine the work needed to develop fully engineered, bid-ready designs for each CIP listed below:

CIP Number	Project Title
7	West Market at Davis Overcrossing
9a	Wilgart Way Sewer Main Replacement
9b	Manhole N5-004 Replacement
9c	Manhole N5-003 Replacement
10	Romie Lane Repairs & Reconfiguration
11	Kings Street Repairs
12a	Del Monte Avenue Repair
12b	Mae Avenue Repair
13	Riker Street Repair
14a	W Market Street Flushing Inlets
14b	Villa Street Repair
14c	Capitol Street Repair
15	Johnson Place Repair
16	N Main Street/101 Underpass Bunker Repair
17	Donner Way Repair
18	San Miguel Avenue Repair
24a	E Laurel Drive Repair
24b	Williams Road Repair
26a	Katherine Ave and Alameda Ave Repair
26b	Katherine Ave and Pajaro St Repair

Wallace Group presented the findings to City of Salinas staff on 02/10/2023, during which the City identified several high-priority CIPs that the City desires to have fully engineered designs. These CIPs include:

- CIP 7: West Market at Davis Overcrossing
- CIP 11: Kings Street Repairs
- CIP 12A: Del Monte Avenue Repairs
- CIP 12B: Mae Avenue Repairs
- CIP 13: Riker Street Repair
- CIP 14B: Villa Street Repair
- CIP 14C: Capitol Street Repair
- CIP 16: N Main Street/101 Underpass Bunker Repair
- CIP 17: Donner Way Repair
- CIP 18: San Miguel Avenue Repair

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Based on the field observations and conversations with the city, Wallace Group presents the following Contract Amendment to address the work needed to provide fully engineered designs for the CIPs listed above. The expanded, modified, and/or added work tasks include full topographic survey of all CIP locations, pulling title records where required, geotechnical sub-consultant fees, engineering design work for 30%, 90%, and 100% submittals, and associated project management.

CONTRACT AMENDMENT SUMMARY	
ORIGINAL CONTRACT AMOUNT	\$ 93,200
REMAINING BUDGET AVAILABLE	\$ 75,640
AMENDED SCOPE OF WORK VALUE	\$ 255,640
CONTACT AMENDMENT VALUE	\$ 180,000

Revision(s) Represent:

- a change in previous instructions
- a change in Scope of Services
- other:

Revision(s) Fee:

- hourly (time & materials) \$
- progress billing: \$
- not-to-exceed w/o authorization: **\$180,000**

Revision(s) will be invoiced as:

- increase to an item within the existing contract
- a new item added to existing contract

Issued by,
WALLACE GROUP, a California Corporation

A handwritten signature in blue ink, appearing to read "Kari Wagner".

Kari Wagner, PE C66026
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