

**AGREEMENT —AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES FOR ENVIRONMENTAL CONSULTANTS/CONTRACTORS
BETWEEN
HARRIS AND ASSOCIATES 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 Harris and Associates, (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 January 18th, 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 reflect a term extension of one year, 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, 2. Term; Completion Schedule section, is amended and rested in its entirety as follows:
 2. **Term; Completion Schedule.** This Agreement shall commence on January 18, 2022, and shall terminate on December 31, 2024, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of this Agreement.
- III. 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 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 **three hundred sixty-three thousand eight hundred eighteen dollars (\$363,818)**.
- IV. 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:

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

HARRIS AND ASSOCIATES

Frank Lopez
Principal-in-Charge, Harris and Associates, Inc.

[Scope of Service; Compensation]

Scope of Services

The Harris team shall provide preliminary design and final design services for the following project elements with the following features and specifications:

TASK 1 – PROJECT MANAGEMENT

Project management functions will include supervising, coordinating, and managing the Harris team; monitoring the schedule and budget; and verifying conformance with applicable standards. A brief progress report will accompany each monthly invoice. It will discuss budget status; schedule, highlighting critical path elements of the project; issues resolved and unresolved; and anticipated next steps.

TASK 2 – PRELIMINARY DESIGN

Kick-off meeting will be convened with the City as soon the contract is awarded to Harris. Afterwards, Harris team will gather and review existing background information about the project that is pertinent to the development of the design alternatives. The team will perform a site assessment at the project site and recommend the design for rehabilitating the IWWPS in tandem with the overall evaluation of the IWWPS structure (structural, geotechnical, concrete/steel condition assessment). Based on the results of documents evaluation, field investigation, structural and geotechnical investigations, and condition assessment of the concrete and steel of the wet well and dry well, Harris team will recommend improvements to the previously stated work scopes for the City's consideration.

TASK 3 – FINAL DESIGN SERVICES

Harris team will prepare 90%, 95%, and final submittal packages. Each submittal package shall include technical specifications, drawings, cost estimate, and construction schedule. The 95% and final submittals will include applicable City's review comments on the 90% and 95% design submittals respectively.

TASK 4 – BID PERIOD ASSISTANCE

Harris team will answer bidders' questions and provide clarifications to the bid documents during the construction process and attend the pre-bid meeting. Harris's subconsultant TJCAA will provide Structural and EI&C support.

TASK 5 – DESIGN SERVICES DURING CONSTRUCTION

Harris team will answer contractors' questions and provide clarifications to the bid documents during the construction process and will prepare record drawings, incorporating changes made during construction as marked by the resident engineer and contractor.

TASK 6 – GEOTECHNICAL

Cornerstone Earth Group (Subconsultant) will provide geotechnical engineering services.

TASK 7 – CONDITION ASSESSMENT OF CONCRETE AND STEEL WET WELL AND DRY WELL OF INDUSTRIAL WASTEWATER PUMP STATION

V&A (subconsultant) will visually assess accessible surfaces of concrete and metal surfaces; use digital photographs to document the conditions and capture corrosion observations of the concrete and metal surfaces and the condition of coatings. V&A will use Surface penetrating radar (SPR) to measure concrete thickness and Ultrasonic testing (UT) to measure steel thickness of dry well structure and metal piping.

Task/Subtask	Harris & Associates				Harris Hours	Harris Cost	Subconsultants				Subconsultant Cost	Total Cost
	Principal-in-Charge	QA/QC Reviewer	Project Manager	Project Engineer			Structural and El&C TJCAA	Mechanical Engineer Bonneau Dickson	Geotechnical Cornerstone	Condition Assessment V&A		
	\$260.00	\$240.00	\$240.00	\$160.00								
1. Project Management and Workshops (Total 5 meetings)	4	0	34	10	48	\$10,800	\$0	\$760	\$0	\$0	\$760	\$11,560
2. Preliminary Design	2	4	20	84	110	\$19,720	\$24,310	\$6,080	\$0	\$0	\$30,390	\$50,110
3. Final Design (90%, 95%, and 100% PS&E)	5	22	68	145	240	\$46,057	\$41,360	\$6,840	\$0	\$0	\$48,200	\$94,257
4. Bid Period Assistance	2	0	8	22	32	\$5,960	\$2,860	\$1,520	\$0	\$0	\$4,380	\$10,340
5. Design Support During Construction (DSDC)	2	0	26	64	92	\$17,000	\$22,550	\$1,520	\$0	\$0	\$24,070	\$41,070
6. Geotechnical Evaluation	2	2	4	8	16	\$3,240	\$0	\$760	\$23,980	\$0	\$24,740	\$27,980
Tasks 1-6 Totals (OPTIONAL TASK NOT INCLUDED) =	17	28	160	333	538	\$102,777	\$91,080	\$17,480	\$23,980	\$0	\$132,540	\$235,317
7. Condition Assessment of Concrete/Steel (Optional)	2	2	4	8	16	\$3,240	\$0	\$760	\$0	\$22,419	\$23,179	\$26,419
Tasks 1-7 Totals (OPTIONAL TASK INCLUDED) =	19	30	164	341	554	\$106,017	\$91,080	\$18,240	\$23,980	\$22,419	\$155,719	\$261,736

Assumptions on which cost proposal is based:

General:

- Hours for individual tasks are an estimate; the total hours for the project takes precedence.
- Hours and fee may be renegotiated if the project is delayed by factors beyond Harris' control.
- The number of budgeted meetings is indicated on the spreadsheet.
- City comments to be presented to Harris in one consolidated set of marked-up documents and/or letter form.
- Redesign required due to changes made by Agency after 90% design approval are subject to additional fee to Harris & Associates.
- City to provide permissions to enter private property for Harris and Subs.
- City or provide.

Mechanical/Civil:

- IWWPS improvements will double the system capacity and be designed transport the peak flow to the end of the force main. No hydraulic modeling will be performed.
- Level of effort assumes that City has existing flow meter readings for the IWWPS and curve for the existing pumps.
- Level of effort assumes that the existing IWWPS can be rehabilitated (not full replacement)

Structural:

- Design will comply with requirements of the 2019 California Building Code
- Confined space support services to be provided by others.
- Special foundations systems (e.g., piers/piles) are not required and are not included in the level of effort.
- Design calculations will be provided with the Bid Documents.
- Level of effort assumes that the existing IWWPS can be rehabilitated (not full replacement)

Geotechnical:

- Level of effort assumes the site is accessible to a rubber-tired, truck-mounted drill rig equipment.
- Encroachment permits will be issued by the City of Salinas free of charge.
- Traffic control will not be needed for the boring location.
- Drummed soil will be analytically tested and disposed of in a non-hazardous disposal facility. The drums from the proposed boring will be temporarily stored at City approved facility and will be off hauled with one mobilization once test results are completed.
- Some disturbances to the ground surface may occur as a result of accessing the desired locations of subsurface exploration. Although proper care will be taken to limit the extent of such occurrences, they cannot be avoided, and this level of effort excludes any costs to re-grade disturbed areas.
- Level of effort does not include geotechnical observation and testing services during construction.

Electrical, Instrumentations and Controls:

- "The existing PG&E service to the pump station has reached the end of its useful life and will be replaced under this project. The new service will be sized to support the increase capacity of the pump station as required per the RFP. New service will either be 240V 3 phase or 480V, 3 phase per PG&E criteria."
- Site assessment of the existing pump station electrical components will not be required. Replacement of all the pump station existing electrical infrastructure will be required.
- Wet well and surrounding area assumed Class 1, Div 1 per NFPA 820. Drywell and surrounding area assumed Class 1, Div

- 2 per NFPA 820. All new electrical distribution and motor control equipment to be located outside or in otherwise unclassified areas with suitable conduit sealing or barriers as required by the NEC. Addition of ventilation to declassify existing areas subject to classification per NFPA 820 is not included.
25. Existing site lighting in the vicinity of the lift station is adequate; new exterior lighting systems will not be required.
26. Existing site lighting in the vicinity of the lift station is adequate; new exterior lighting systems will not be required.
27. Provide new plug-in emergency power receptacle and MTS for portable generator. City to provide preferred receptacle configuration for portable generator connection.
28. Normal pump control assumed based on modular pump controller based on submersible, pressure-based level transmitter (4-20mA). Pump control schematic will include independent float and relay-based backup controls. Panel fabrication specifications will be provided based on UL 508 criteria and City standard control specifications if available. Intrinsically safe wiring and components will be used for devices as applicable.
29. Provide remote monitoring in accordance with existing City SCADA and telemetry systems. Existing station remote monitoring is assumed in place and will be modified to incorporate the new pump station design characteristics.
30. Provide additional 120V distribution for drywell lighting, receptacles, sump pump, ventilation, and other auxiliary equipment.
31. P&IDs are not required

Exhibit B1, Amendment No. 1 Scope of Work

Task	Task Description	PIC	PM	PE	QA/QC	Harris Hours	Sub Hours	Harris Cost	Subconsultants Cost						Total Cost	
									TJC	Clipper Controls	Cornerstone	Calvada	V&A	ODC Total ⁽⁹⁾		
		\$300	\$280	\$150	\$280				(Elec/Struct)	(flow monitor)	(Geotech)	(Survey)				
1a	Project Management ⁰	12	40			52		\$14,800							\$0	\$14,800
2a	Preliminary Design (Addition of Generator to BOD) ¹	2	12		2	16		\$4,520	\$3,500						\$3,850	\$8,370
2b	Flow Monitoring (included site visit) ²	2	12	8		22		\$5,160		\$4,750					\$5,225	\$10,385
2c	Hydraulic Analysis ³		20		2	22		\$6,160							\$0	\$6,160
2d	Site Survey (w/Easement Research) ⁴	1	8	16		25		\$4,940				\$5,630			\$6,193	\$11,133
2d	Corrosion Protection Assessment ⁵	1	4			5		\$1,420					\$2,356		\$2,592	\$4,012
3a	Final Design (90%, 95%, and 100% PSE) ⁶	8	24	64	6	102		\$20,400	\$13,420						\$14,762	\$35,162
5a	Additional ESDC (for generator) ⁷	4	16			20		\$5,680	\$3,280						\$3,608	\$9,288
7a	Geotech (Additional Cost of Drill Rig) ⁸							\$0			\$2,520				\$2,772	\$2,772
Credits from Original Scope/Fee																
Total =		18	96	88	10	0	212	0	\$63,080	\$20,200	\$4,750	\$2,520	\$5,630	\$2,356	\$39,002	\$102,082

Legend:

PIC Principal-In-Charge
 PM Project Manager
 PE Project Engineer
 QA/QA Quality Assurance/Quality Control

Subconsultants

Clipper Controls
 V&A
 Cornerstone
 TJC & Associates
 Calvada

Notes for Additional Work/Out of Scope Work

0. Additional effort required for coordinating with additional subs and longer duration of project (schedule pushed ~)
1. Additional effort for inclusion of Generator requirements and cost within the BOD Report
2. Additional Flow Monitoring (outside of original scope)
3. Additional Hydraulic Analysis, (outside of original scope)
4. Site survey showing existing easements (outside of original scope)
5. Corrosion Protection Assessment (outside of original scope)
6. Additional effort required for including permanent standby generator and design of generator pad, and new valve vault structure
7. Additional Engineering Services During Construction for anticipated longer duration coordinating with contractor to install permanent standby generator
8. Additional cost of geotechnical drill rig due to delay in schedule
9. Includes 10% Markup for sub-consultant fees