

## FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

This First Amendment to Agreement for Consultant Services (the "First Amendment") is made and entered into this 10 day of September, 2018, by and between THE CITY OF PACIFICA, a municipal corporation (hereinafter referred to as "CITY") and **ERLER & KALINOWSKI, INC.**, [a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation] (hereinafter referred to as "CONSULTANT").

### RECITALS

WHEREAS, on April 24, 2017, CITY and CONSULTANT entered into that certain

agreement entitled "*Agreement for Consultant Services*" ("Agreement") to provide project and construction management services in connection with the COLLECTION SYSTEM REHABILITATION AND REPLACEMENT PROJECTS PEDRO POINT (C031A) project in an amount not to exceed \$265,600.00; and

WHEREAS, CITY and CONSULTANT now desire to enter into this First Amendment to provide for CONSULTANT to provide project and construction management services during construction phase of the Collection System Rehabilitation and Replacement Projects Pedro Point (C031A) project, and increase the Cost Ceiling of the Agreement an additional \$45,000 from \$265,600 to \$310,600.00; and

### AGREEMENT

NOW, THEREFORE, for the considerations hereinafter set forth, the parties hereby amend the Agreement as follows:

1. Exhibit A to the Agreement, describing the Scope of Work, shall be amended as shown in Exhibit A, attached hereto.
2. Section 2.1 of the Agreement, "Compensation" is hereby amended to read as follows:

**Compensation.** Compensation for the Services shall be in accordance with Exhibit A, Compensation, attached hereto and incorporated herein. It is agreed that the compensation for the Services shall not exceed \$310,600 ("Cost Ceiling").

3. Section 3.1 of the Agreement, "Effective Date" is hereby amended to read as follows:

**Effective Date.** This Agreement shall become effective upon execution of the second signature and shall remain in full force and effect until the Services are completed on or before December 31, 2019 (the "Term").

4. **Agreement in Effect.** Except as amended by this First Amendment, the Agreement shall remain in full force and effect.

5. **Counterpart Signatures.** This First Amendment may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date set forth above.

**CITY OF PACIFICA**

By: \_\_\_\_\_  
Kevin Woodhouse, City Manager

Date \_\_\_\_\_

Attest

By: \_\_\_\_\_  
Sarah Coffey, Acting City Clerk

Approved As To Form

By: \_\_\_\_\_  
Michelle Marchetta Kenyon, City Attorney

**CONSULTANT**

**ERLER & KALINOWSKI, INC.**

By: \_\_\_\_\_  
*Sted A. T...*

Date August 9, 2018

By: \_\_\_\_\_  
*Nelson S...*

Date August 9, 2018

**EXHIBIT A**  
**SCOPE OF WORK**

24 July 2018

Louis Sun, P.E.  
Deputy Director of Public Works-Wastewater  
City of Pacifica  
700 Coast Highway  
Pacifica, California 94044

Dear Louis,

EKI Environment & Water, Inc. ("EKI") has prepared a proposed fee augmentation to reflect the additional level of effort that was required on the City of Pacifica Collection System Rehabilitation and Replacement Projects. Note that as part of this proposed fee augmentation, EKI is maintaining it's 2017 rates which were discounted 5% in accordance with our Agreement.

The proposed scope of services and estimated budget augmentation for the Project are presented below, by task with bulleted rationale for each task.

**Task 1: Project Coordination**

- The Project design phase and bid phase duration increased from 5.5 months to 10 months, resulting in 5 additional meetings.
- Notice to Proceed to Substantial completion was increased from 120 days to 180 days. This translated into increasing active construction from 20 weeks to 22 weeks which increases the number of meetings by 1 meeting.
- Project pre-qualification duration was extended to help insure the maximum number of prospective bidders to bid the Project. This extension resulted in an overlap of the pre-qualification process and the bid process, resulting in additional communication with prospective contractors and the plan house hosting the bid documents.

Proposed fee augmentation: \$11,300

**Task 2: Quality Assurance**

- Drawing reviews required additional effort to address the challenges of reviewing drawings whose basemap was a photo and whose scale was at 1" = 40' scale (typical line work design drawings are at 1" = 20' scale). In addition, detailed invert and slope checks (two times), given that they were shown on plan sheets (there were no profiles sheets).
- Front end documents required more detailed review than anticipated and resulted in several discussions with the design engineer to clarify the intent.
- Detailed discussions on how to craft the bid evaluation approach were conducted, which were not anticipated.

- A third review was conducted by our subconsultant inspector, and a site walk was conducted to clarify some of the inspector comments.

Proposed fee augmentation: \$8,000

#### **Task 4: Bid Support**

- Additional effort was made to contact prospective bidders to help insure a reasonable number of project bidders.
- Our original scope assumed two Project addenda. Actual support included three Project addenda.
- Due to some concerns with the plan hosting house, EKI sent out and confirmed that all bidders on the list received all addenda.

Proposed fee augmentation: \$5,400

#### **Task 5: Construction Management**

- Additional effort was required to process Submittals, requiring extra coordination with the design engineer and the contractor.
- Scope assumed 10 Requests for Information (RFIs). To date we have processed 19 RFIs. In addition, the effort to process RFI's required extra coordination, given that the plans are shown at 40-scale, as opposed to 20-scale, and actual field conditions which were discovered to be different than what's shown in the plans.
- The effort to track, route, and file all the project correspondence has been greater than anticipated.

Proposed fee augmentation: \$8,900

#### **Task 6: Public Outreach**

- Development of material to support the public outreach, like the power point presentation, expended more effort than was originally anticipated.
- EKI hung doorhangers on all residents whose backyard would be viewed during the pre-bid walk, which was not originally anticipated.

Proposed fee augmentation: \$6,000

#### **Task 7: Prequalification**

- No addenda were anticipated in this task. Two addenda were required.
- Contacting prospective bidders' references required a level of effort that was not anticipated.

- Significant effort was expended to help insure that the largest bidder pool possible would be prequalified resulting in additional outreach and communication.
- Our original scope assumed a plan house would manage the prequalification process. The City decided to manage the prequalification process. Additional communication with the City was required as part of the overall management of the process.

Proposed fee augmentation: \$5,400

Below is a summary of the proposed fee augmentation, by task. A more detailed breakdown is provided in a table at the end of this letter.

Task	Proposed Fee Augmentation
Task 1: Project Coordination	\$11,300
Task 2: Quality Assurance	\$8,000
Task 4: Bid Support	\$5,400
Task 5: Construction Management	\$8,900
Task 6: Public Outreach	\$6,000
Task 7: Prequalification	\$5,400
<b>TOTAL</b>	<b>\$45,000</b>

**Proposed Fee Augmentation**

The proposed additional budget for the Project is \$45,000. If you have any questions, please contact me Steve or Nelson at 650-292-9100.

Sincerely,



Nelson J. Schlater, P.E.  
Principal Engineer



Stephen A. Tarantino, P.E.  
Principal in Charge

**DRAFT - BUDGET AUGMENTATION FOR PROJECT AND CONSTRUCTION MANAGEMENT SERVICES**  
**Collection System Rehabilitation and Replacement Pedro Point Project and Construction Management**  
 City of Pacifica, California

TASKS	ESTIMATED LABOR (Hours)			TOTAL LABOR COST (\$)	EXPENSES AND ADMINISTRATION			ESTIMATED COST		
	Stephen A. Tarantino, P.E.	Nelson Schlater, PE	Taylor Allen		UNIT	QNTY	UNIT COST (\$)	5% MARKUP (\$)	TOTAL COST PER ITEM (\$)	SUB TOTALS (\$)
	261.0	252.0	118.0							
<b>Task 1 – Project Coordination</b>										
Additional Project Meetings (6)	1.0	12.0	24.0	\$6,117				\$6,117		
Additional coordination due to pre-qualification change	1.0	12.0	16.0	\$5,173				\$5,173		
Communications Fee						\$11,290				
Subtotal Labor Hours - Task 1	2.0	24.0	40.0	<b>\$11,290</b>					<b>\$11,300</b>	
<b>Task 2 – Quality Assurance</b>										
Additional Design Review Effort	2.0	24.0	12.0	\$7,986				\$7,986		
Communications Fee						\$7,986				
Subtotal Labor Hours - Task 2	2.0	24.0	12.0	<b>\$7,986</b>					<b>\$8,000</b>	
<b>Task 4 - Bid Support</b>										
Additional Bid Support	2.0	10.0	20.0	\$5,402				\$5,402		
Communications Fee						\$5,402				
Subtotal Labor Hours - Task 4	2.0	10.0	20.0	<b>\$5,402</b>					<b>\$5,400</b>	
<b>Task 5 – Construction Management</b>										
Additional Construction Support	4.0	16.0	32.0	\$8,852	ls			\$8,852		
Communications Fee										
Subtotal Labor Hours - Task 5	4.0	16.0	32.0	<b>\$8,852</b>					<b>\$8,900</b>	
<b>Task 6 - Public Outreach</b>										
Additional Prequalification Support	3.0	8.0	27.0	\$5,985				\$5,985		
Communications Fee						\$5,985				
Subtotal Labor Hours - Task 6	3.0	8.0	27.0	<b>\$5,985</b>					<b>\$6,000</b>	
<b>Task 7 - Prequalification</b>										
Additional Bid Support	2.0	8.0	24.0	\$5,370				\$5,370		
Communications Fee						\$5,370				
Subtotal Labor Hours - Task 7	2.0	8.0	24.0	<b>\$5,370</b>					<b>\$5,400</b>	
<b>Total Labor Hours</b>	<b>15.0</b>	<b>90.0</b>	<b>155.0</b>	<b>\$44,885</b>					<b>\$45,000</b>	
<b>Total Estimated Cost</b>									<b>\$45,000</b>	