

SECOND AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

This Second Amendment to Agreement for Consultant Services (the "Second Amendment") is made and entered into this _____ day of _____, 2018, by and between THE CITY OF PACIFICA, a municipal corporation (hereinafter referred to as "CITY") and **CONSTRUCTION TESTING SERVICES, INC.**, [a corporation] (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, on July 11, 2018, CITY and CONSULTANT entered into that certain agreement entitled "*Agreement for Consultant Services*" ("Agreement") to provide material testing services in connection with the Wet Weather Equalization project in an amount not to exceed \$264,407.00; and

WHEREAS, on September 10, 2018, CITY and CONSULTANT enter into First Amendment to provide for CONSULTANT to provide additional material testing services during construction phase of the Wet Weather Equalization Basin project, and increase the Cost Ceiling of the Agreement an additional \$100,820.23 from \$264,407.00 to \$365,227.23; and

WHEREAS, CITY and CONSULTANT now desire to enter into this Second Amendment to provide for CONSULTANT to provide additional material testing services during construction phase of the Wet Weather Equalization Basin project, and increase the Cost Ceiling of the Agreement an additional \$80,185 from \$365,227.23 to \$445,412.23; 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 \$445,412.23 ("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 Second Amendment, the Agreement shall remain in full force and effect.
- 5. **Counterpart Signatures.** This Second 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 Second Amendment as of the date set forth above.

CITY OF PACIFICA

By: _____
Kevin Woodhouse, City Manager

Date _____

Attest

By: _____
Sarah Coffey, City Clerk

Date _____

Approved As To Form

By: _____
Michelle Marchetta Kenyon, City Attorney

Date _____

CONSULTANT

CONSTRUCTION TESTING SERVICES, INC.

By:  _____

Date 10/19/18

By: _____

Date _____

EXHIBIT A
SCOPE OF WORK

DATE: 09/28/18
PROPOSAL No.: 13132 10/1/18 to COMPLETE
CLIENT: CITY OF PACIFICA
PROJECT: PACIFICA EQ BASIN
LOCATION: PACIFICA, CA

ITEM: I ONSITE TESTING & INSPECTIONS		ESTIMATED DAYS	ESTIMATED HOURS	UNIT PRICE	ESTIMATED TOTAL
REINFORCING STEEL & CONCRETE					
BASIN WALLS					
		6	8	\$125	\$6,000
GROUT PRECAST PANELS PLACEMENT & SAMPLING					
		6	4	\$125	\$3,000
ACI TECH'S FOR CONCRETE POURS					
		6	8	\$125	\$6,000
OTHER - MISC CONCRETE					
		6	8	\$125	\$6,000
STRUCTURAL STEEL					
ERECTION/MEMBER VERIFICATION/BOLTING					
		2	4	\$125	\$1,000
FIELD WELDING/UT/MT					
		20	8	\$125	\$20,000
EARTHWORK					
EARTHWORK & COMPACTION					
		20	8	\$125	\$20,000
A/C COMPACTION					
		10	8	\$125	\$10,000
TRAVEL TIME - NUCLEAR GAUGE					
		30	1.5	\$125	\$5,625
MILEAGE - NUCLEAR GAUGE					
		30	80	\$0.54	\$1,296
<i>Preliminary Sub-Total of Onsite Testing & Inspection (approx.)</i>					\$78,921

ITEM: II OFFSITE TESTING & INSPECTIONS		ESTIMATED DAYS	ESTIMATED HOURS	UNIT PRICE	ESTIMATED TOTAL
STEEL SHOP VISUAL/UT/MT - DAY SHIFT *					
		20	8	\$125	\$20,000
<i>Preliminary Sub-Total of Offsite Testing & Inspection (approx.)</i>					\$20,000

ITEM: III LABORATORY TESTING & ENGINEERING		ESTIMATED UNITS/HOURS	UNIT PRICE	ESTIMATED TOTAL
CONCRETE COMPRESSION TESTS (SET OF 5-4x8 CYLINDERS)				
		240	\$35	\$8,400
NON SHRINK GROUT - 2"x 2" CUBES				
		18	\$45	\$810
SAMPLE PICK-UPS				
		258	\$10	\$2,580
CERTIFIED PAYROLL (BI-MONTHLY)				
		12	\$91	\$1,092
REMAINING CONTRACT AMOUNT FROM CO#1				
		1	(\$36,157)	(\$36,157)
<i>Preliminary Subtotal of Laboratory Testing & Engineering (approx.)</i>				(\$23,275)
<i>Preliminary Estimated Fees</i>				\$75,646
<i>Project Administration 6%</i>				\$4,539
<i>Total Preliminary Estimated Fees</i>				\$80,185

* Steel shop price based on work being done in Northern California in one shop and one shift. If work is performed at night a 12.5% differential will be charged.

A 6% project administration fee will be charged monthly per invoice.

No contingency is budgeted by CTS for uncontrollable overtime, union or prevailing wage increases and unforeseen requirements that may arise in the specifications, as well as for work over the estimated hours. Owner should budget appropriate amount for budgetary purposes.

Estimate based on plans by Thornton Tomasetti Engineering dated, 3/30/18. . Construction schedule was prepared by Contractor dated, 5/10/18. See attached fee schedule for basis of charges.

The liability of Construction Testing Services (CTS) is limited to CTS's contract value.