AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND INFRASTRUCTURE ENGINEERING CORPORATION

THIS 4th AMENDMENT ("Amendment") is made and entered into this 17th day of April, 2018, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and INFRASTRUCTURE ENGINEERING CORPORATION, hereinafter referred to as "FIRST PARTY."

1. Pursuant to Section 3. Payment of Contract No. 1374 ("Agreement"), [amendment to section] to read as follows:

   "In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A, A-2, A-3, A-4," City shall make payment to Contractor in the manner specified herein and in Exhibit "A, A-2, A-3, A-4." In the event that the City makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the City at the time of contract termination. The City reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for all services under this agreement exceed $598,691.00."

Except as modified by this Amendment, all other terms and conditions of Contract No. 1374 remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SIGNATURE PAGE TO FOLLOW
FOR FIRST PARTY:

Signature

Robert S. Weber

Printed name

01-0617154

Tax ID#

APPROVED AS TO FORM:

William L. McClure, City Attorney

FOR CITY OF MENLO PARK:

Alex D. McIntyre, City Manager

ATTEST:

Clay J. Curtin, Interim City Clerk

Judi D. Herron, City Clerk

4/3/18

Date

President

Title

4/17/18

Date

4/17/18

Date

4/20/18

Date
March 13, 2018

Pam Lowe, P. E.
City of Menlo Park / Menlo Park Municipal Water District
701 Laurel Street
Menlo Park, CA 94025

Reference: Proposal to Provide Additional Design and Construction Support Services for Water Supply Backup Well Facility at City Corporation Yard

Dear Ms. Lowe:

In accordance with your request, Infrastructure Engineering Corporation (IEC) is pleased to provide this proposal for Additional Design and Construction Support Services for the City of Menlo Park on the Emergency Backup Well Facility at City Corporation Yard Project.

SCOPE OF SERVICES:

Presented below is IEC’s proposed Detailed Scope of Work to be provided based on our understanding of the project requirements.

Tasks 3.9 – 3.13: Bid and Construction Phase Services Fee Adjustment for Current Billing Rates

The current Contract Term (per the 1st Amendment) is defined as from January 1, 2015 to project completion “unless mutually agreed upon by City and Contractor in writing.” The Agreement includes scope and fee for Bid, Construction, and Post Construction phase services. As discussed with the City, since that time our billing rates have increased. Per the attached Additional Fee table, the fee has been updated to include current billing rates for IEC and our subconsultants. The scope of work and hours for each staff and task shown in the attached fee remain as per the Agreement dated February 21, 2013.

Tasks 3.14: Revisions to Final Package

Subsequent to the submittal of the Final Package bid documents, additional comments were received from City Fire District, City Building Department, and State Division of Drinking Water. This task includes the additional effort necessary to revise the plans and specifications to address these comments. All of the comments received, and the proposed responses, are attached hereto. The deliverables for this task include a revised PDF check set of the drawings, and MS Word/PDF review copy of the specifications with tracked changes.

Tasks 3.15: Final Bid Package

Upon approval of the revised Final Package bid documents, we will finalize the plans and specifications (only minor comments anticipated at this stage) and deliver hard copies of the final bid documents to the City.
Tasks 3.16: Operational Plan

After meeting with the City the team will develop an Operational Plan per the attached draft outline shown below. We will include descriptions and/or Appendices to the Operational Plan to include Standard Operation Procedure and Process Control Narrative. Also included are graphics consisting of City programming screen shots (provided by City) and site photographs; all screenshot parameters including set points and alarms etc will be labeled and each will be described in the Operational Plan. The Plan will be provided to the City in draft form for review and comment. Following the initial City review, a revised final draft shall be provided for review. Upon receipt of final comments, the document shall be finalized. Deliverables at each milestone shall consist of five (5) bound hard copies and a soft copy in Adobe pdf format. The draft and final Plans shall also be provided in an editable MS Word version.

The draft outline of the Operational Plan is as follows:

1.0 BACKGROUND
2.0 OPERATING STRATEGY
   Parameters of normal operation
   Well Data Sheet
3.0 STARTUP & SHUTDOWN PROCEDURES
   How to start pump and what to look for
   What occurs when Hand-Off-Auto switch is turned
   Theory and operation of the pump control Cal Valve
   Situations that result in alarms/shutdown- for example, what happens when power goes down (pump resets itself or manual reset)
4.0 PREVENTIVE MAINTENANCE PROGRAM
   Regular maintenance procedure
   Monitoring procedure for decreased well efficiency
   Calibration methods and frequency of calibration for well components
5.0 MONITORING
   Parameters that are monitored and sent to SCADA
   Recommendations for SCADA
   Recommendations for water level monitoring (discussion of discrepancy issue between well sounder and down-hole level sensors and recommendation of a stilling tube)
   Special circumstances- for example, every time the pump is pulled it should be documented by video
6.0 SAMPLING AND ANALYSIS
   Sampling procedure, DPH requirements, what to sample for, frequency of sampling, how the samples are processed
7.0 OPERATING RECORDS
   What records should be kept and where they should be stored
Templates for standard forms
8.0 APPENDIX- CONTRACT DRAWINGS

Task 17 – Field Testing, Commissioning, and Final Acceptance Testing Services

We will assist the City to insure the operational functionality is constructed per the contract documents. These services would take place toward the end of construction:

Field Testing and Commissioning Services
Provide 5 man days of start-up and commissioning services to include:
• Instrument Calibration Verification
• Chemical Feed System Testing
• PLC Point I/O testing
• Process Loop Testing
• SCADA Communications and Point Testing.

Final Acceptance Testing
Provide 2 man days of Final Acceptance testing.

FEE:

Per the attached, the estimated fee for the design, bid, and construction phase services described herein is $41,726.

We are prepared to initiate work immediately, and to complete the design portion of the work within 2 - weeks of approval of this proposal.

We sincerely appreciate the opportunities to provide this proposal and assist the City with this project. Please contact me at (858) 842-6993 should you have any questions or need further information.

Sincerely,

Aric Gnesea, PE
Project Manager
## Infrastructure Engineering Corporation
### Cost Estimate -- City of Menlo Park Water Supply Backup Well Facility -- Additional Design and Construction Support

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**TOTAL ADDITIONAL NOT-TO-EXCEED FEE $41,725**

### Notes

1. The hours for tasks Tasks 3.9 to 3.11 are per the 2013 Agreement; the 2018 billing rates are used to calculate the revised budget for these tasks, and credit is given for the 2013 Agreement fees.

2. The 2013 Agreement includes total JSP Autotmation fee of $29,390 for Design, Bid, and Construction Support. Of this, $8,610 was for Bid and Construction Phase Services. Using JSP’s 2018 billing rates, the revised fee for Bid and Construction Phase Services is $10,332.

3. The 2013 Agreement includes total Callander and Associates fee of $17,755 for Design, Bid, and Construction Support. Of this, $3,203 was for Bid and Construction Phase Services. Using Callander’s 2018 billing rates, the revised fee for Bid and Construction Phase Services is $5,124.