

AGREEMENT AMENDMENT

City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620



Amendment#: 1389-A2

AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND BAY AREA GEOTECHNICAL GROUP

THIS SECOND AMENDMENT is made and entered into this 18 day of July, 2019, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and BAY AREA GEOTECHNICAL GROUP, hereinafter referred to as "FIRST PARTY."

1. Pursuant to Section III. COMPENSATION AND PAYMENT of Agreement No. 1389, to read as follows:

"A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed the amount as described in Exhibit "A", Scope of Services – revised hourly rates. This compensation shall be based on the rates described in Exhibit "A". All payments, including fixed hourly rates, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. Hourly rates will not be revised for the term of the agreement."

2. Pursuant to Section EXHIBIT "A" SCOPE OF SERVICES. 2. COMPENSATION of Agreement No. 1389, to read as follows:

"CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in the revised Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY's standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the City and FIRST PARTY shall not exceed the amount shown in the purchase order. The detailed scope of work for each task/project will remain in effect for the term of the approved purchase order setting forth the scope of work and the fee for the scope of work with no hourly increases until the task/project is complete."

3. Pursuant to Section XXII. AGREEMENT TERM of Agreement No. 1389, to read as follows:

"This agreement shall remain in effect for the period of July 1, 2019 through June 30, 2020 unless extended, amended or terminated in writing by City."

Except as modified by this Amendment, all other terms and conditions of Agreement No. 1389 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:

Alan O'Driscoll
Signature

6-26-19
Date

Alan O'Driscoll
Printed name

Vice President
Title

77-0177355
Tax ID#

APPROVED AS TO FORM:

William L. McClure
William L. McClure, City Attorney

7/17/19
Date

FOR CITY OF MENLO PARK:

Starla Jerome Robinson
Starla Jerome Robinson, City Manager

7/18/19
Date

ATTEST:

Judi A. Herren
Judi A. Herren, City Clerk

7/22/19
Date

EXHIBIT "A"
SCOPE OF SERVICES

1. **SCOPE OF WORK** FIRST PARTY agrees to provide consultant services for CITY's Public Works Department. In the event of any discrepancy between any of the terms of the FIRST PARTY's proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide general consultant services for projects as determined by the CITY. The detailed scope of work for each task the CITY assigns the consultant shall be referred to as Exhibit A -1, which will become part of this agreement. A notice to proceed will be issued separately for each separate scope of work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY's satisfaction.

2. **COMPENSATION** CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY's standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the City and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in paragraph five (5) below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY prior to the commencement of the work.

3. **SCHEDULE OF WORK** FIRST PARTY'S proposed schedule for the various services required will be set forth in Exhibit A-1.

4. **CHANGES IN WORK -- EXTRA WORK** In addition to services described in Section 1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and CONSULTANT shall agree in writing to any changes in compensation and/or changes in FIRST PARTY's services prior to the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Engineering Services Manager.

5. **BILLINGS** FIRST PARTY's bills shall include the following information: A brief description of services performed; The date the services were performed; The number of hours spent and by whom; The current contract amount; The current invoice amount; The FIRST PARTY's signature; Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section 2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY's discretion. Such expenses shall be FIRST PARTY's sole financial responsibility.



2019 BAGG SCHEDULE OF FEES

A new schedule of fees is issued early each year. Unless other arrangements have been made, job charges are made from the latest schedule regardless of when the job was started.

PERSONNEL FEES

Personnel fees are based on individual salaries times a multiplier determined in accordance with Manual No. 45 of the American Society of Civil Engineers. Following are the current ranges in billing rates for each category of personnel:

<u>Personnel</u>	<u>Regular Hourly Rates</u>
Principal/Supervisory Engineer	\$ 200-250
Senior Engineer/Geologist, Project Manager	150-200
Project Engineer/Geologist, Supervisory Technician	135-150
Staff Engineer/Geologist, Laboratory Supervisor	110-135
AWS / Masonry Special Inspector	120
Special Inspector/Field Technician	110
Drafting including Computer Aided Drafting (CAD)	75-100
Support Services (Word-processing, Reproduction, etc.)	50
	<u>Prevailing Wage Hourly Rates</u>
PW 1/Group 1 - (DSA Masonry/Shotcrete)	\$ 165.00
PW 2/Group 2 - (AWS-CW1, ICC Certified Structural Inspector, Shear Wall/ Floor System/Building, Construction Inspector)	160.00
PW 3/Group 3 - (Geotechnical Driller/Soils/Asphalt/Earthwork Grading, Excavation and Backfill)	150.00
PW 4/Group 4 - ACI, ICC Fireproofing, Proofload Testing, Torque Testing	135.00

Personnel fees are for technical work. Fees are made for typing and for the time and costs of compiling and printing technical reports. Fees are not made for office management.

A premium multiplier of 1.5 is applied to technician rates on Saturdays, on night shifts, and over 8 hours on weekdays. The multiplier is 2.0 for work on Sundays, and 2.5 for work on holidays. Premium rates are not charged for the time of geologists, engineers, managers, or principals unless the client has approved them. All personnel fees are portal to portal. Travel time is charged up to a maximum of 8 hours per day.

For field observation and testing personnel, time up to 4 hours is charged as 4 hours, time in excess of 4 hours is charged as actual time in field plus travel time.

Outside consultants' fees and expenses are charged at cost plus 15%.

Expert testimony for depositions, court appearances, and other dispute resolution proceedings is charged at \$350 per hour plus expenses. Research, analysis, consultation, meeting and other preparation services are charged at \$200 per hour.

EQUIPMENT FEES

The following charges are for special equipment and are in addition to personnel charges:

Nuclear Density Gauge, per hour.....	\$ 10.00
Field Coring, per hour (two person team @ \$220 hr plus \$50 hr for coring machine).....	270.00
Car or Pick-up Truck, per mile.....	1.00
Printing and Reproduction, per sheet.....	0.15
Drill Rig Rental and Operation.....	Cost plus 15%
Outside Laboratory Testing.....	Cost plus 15%
Other Special Equipment.....	Prices on Request

Equipment in transit to or from the job site, or retained by the Client on a standby basis, is billed on the basis of four hours per calendar day, or at actual cost (plus 15 percent) in case of equipment which is leased or subleased or otherwise arranged for by BAGG Engineers through its subcontractors or others.

If equipment is exposed to unusual and adverse conditions, an appropriate charge will be made for resultant abnormal deterioration.

FINAL REPORT FEES (Special Inspection Projects Only)

Engineer's Final Report Letter	\$ 350 Each
DSA Verified Reports.....	\$ 500 Each

MISCELLANEOUS FEES

Charges for special or unusual services or equipment are computed on the basis of cost plus 15 percent. Some samples of such outside services are:

Printing and Reproduction	Shipping Charges	Special Fees, Permits, Insurance, etc.
Rented Cars or Pick-up Trucks	Meals and Lodging	Health and Safety Equipment
Transportation on Public Carriers	Craftsmen and Laborers	Rented Heavy Equipment

LABORATORY FEES

Charges for laboratory tests include the usual laboratory work and the reporting of test results only. Charges for reduction and/or analysis of test data are based on hourly personnel charges. Charges for special tests are based on hourly personnel charges plus a charge of \$10.00 per hour for laboratory equipment.

CONCRETE/MASONRY

Concrete Compression Test (sampled by BAGG technician) (ASTM C 39)	\$ 45.00
Concrete Compression Test (sampled by others)(ASTM C39)	50.00
Concrete Flexural Strength Test (ASTM C78)	130.00
Concrete Modulus of Elasticity (ASTM C469).....	230.00
Concrete Sample Preparation (out of compliance samples).....	90.00/hr
Mortar Cylinders Compression Test (2x4)(ASTM C780).....	50.00
Mortar 2" Cube Compression Test (2x2x2) (ASTM C109)	55.00
Grout Prisms Compression Test (3x6) (ASTM C1019)	55.00/ea
Grout Cylinders Compression Test.....	45.00/ea
Shotcrete Cores Compression Test (ASTM C1604/42/39)	95.00/ea
Trial Batch Mix (ASTM C192).....	500.00/ea
Masonry Composition Prism Compression Test (ASTM C1314).....	145.00/ea
Masonry Coupon Compression Test (ASTM C140) (\$90/ea x 3 = \$270/Total for a Set of 3)	270.00/ea

REINFORCING STEEL

Reinforcing Steel Tensile and Bend, Size #3 to #11(ASTM A615 &A370).....	150.00
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SOILS AND AGGREGATES

Moisture and Dry Density (ASTM D7263)	40.00
Moisture Content Détermination (ASTM D2216)	30.00
Plasticity Index (Dry Preparation) (ASTM D4318)	175.00
Plasticity Index (Wet Preparation) (ASTM D4318)	200.00
Sieve Analysis, dry (ASTM C136)	100.00
Sieve Analysis, including wash (ASTM C136/117)	160.00
Sieve Analysis, #200 wash only (ASTM C117).....	75.00
Grain Size Analysis, Hydrometer & Sieve including Wash (ASTM D422, C136/117)	350.00
Grain Size Analysis, Hydrometer Analysis Only (ASTM D422)	250.00
Aggregate, Organic Impurities (ASTM C40).....	75.00
Aggregate Cleanliness Value(CTM 227)	180.00
Durability - Coarse (CTM 229).....	175.00
Fine (CTM229).....	155.00
Coarse & Fine (CTM 229/ASTM D3744).....	325.00
Specific Gravity, fine ASTM DC128) (CTM 207)	115.00
Specific Gravity, coarse (ASTM C127) (CTM 206)	160.00
Unconfined Compressive Strength (ASTM D2166)	105.00
Direct Shear, undisturbed sample (ASTM D 3080).....	50.00
Direct Shear, undisturbed sample, saturated (ASTM D3080)	60.00
Direct Shear, remolded sample (ASTM D3080).....	90.00
Direct Shear, remolded sample, saturated (ASTM D3080)	100.00
Triaxial Shear, unconsolidated, undrained (ASTM D2840).....	80.00
Triaxial Shear, unconsolidated, undrained, remolded (ASTM D2840)	150.00
Triaxial Shear, consolidated, undrained with pore-pressure measurements (ASTM D4767)	460.00
Triaxial Shear, consolidated, undrained with pore-pressure, remolded ASTM D4767)	517.50
Consolidation, undisturbed sample (ASTM D2435)	250.00
Consolidation, remolded sample (ASTM D2435)	275.00
Permeability, of granular soils, undisturbed sample (constant head) (ASTM D2434)	365.00
Permeability, of granular soils, remolded sample (constant head)	435.00

Unconfined Compressive Strength (lime/cement treated soils - Cal 373).....	1,075.00
Unconfined Compressive Strength (cement treated soils - ASTM 1632/1633).....	1,075.00
Permeability-Hydraulic Conductivity (Flex Wall) Triaxial, undisturbed (falling head with back pressure/ASTM D5084)	365.00
Shrink-Swell, undisturbed sample (ASTM D3877).....	180.00
Shrink-Swell, remolded sample (w/o Compaction Curve) (ASTM D3877)	250.00
Expansion Index (UBC 29-2, ASTM D4829)	350.00
Sand Equivalent (ASTM D2419, CTM 217)	140.00
R-Value Soils (CTM 301/Lime or Cement)	350.00
R-Value Baserock (Batching) (CTM 301).....	400.00
CBR, Corps of Engineers method	715.00
Compaction, 4-inch-diameter mold (ASTM D698 or 1557).....	250.00
Compaction, 6-inch-diameter mold (ASTM D698 or 1557).....	300.00
Compaction, Rock Correction for Oversize Material (ASTM D4718).....	100.00
Compaction, Cal-Impact (CTM 216).....	325.00
Compaction, check point only.....	150.00
Relative Density, cohesionless soil.....	155.00
Dynamic Tests	Prices on Request
Long Term Storage Fee for Test Specimens over 30 days.....	\$20/Set of Samples
Cleaness Value for Coarse Aggregate.....	180.00

1/02/2019