

**SIXTH AMENDMENT**  
**AGREEMENT WITH HDR ENGINEERING, INC.**  
**FOR DESIGN SERVICES FOR THE**  
**WASTEWATER TREATMENT PLANT UPGRADE PROJECT**

**THIS SIXTH AMENDMENT** is made and entered into this \_\_\_\_ day of October, 2019, by and between the FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT, hereinafter referred to as "DISTRICT," and HDR ENGINEERING, INC., hereinafter referred to as "CONSULTANT."

**WHEREAS**, DISTRICT and CONSULTANT entered into an Agreement ("Contract") on June 30, 2015 for professional services from CONSULTANT to provide design services for the Wastewater Treatment Plant Upgrade Project; and

**WHEREAS**, DISTRICT and CONSULTANT entered into a First Amendment to the Contract on April 25, 2016 to extend the completion date of the project; and

**WHEREAS**, DISTRICT and CONSULTANT entered into a Second Amendment to the Contract on January 30, 2017 to further extend the completion date of the project; and

**WHEREAS**, DISTRICT and CONSULTANT entered into a Third Amendment to the Contract on August 16, 2017 to further extend the completion date of the project; and

**WHEREAS**, DISTRICT and CONSULTANT entered into a Fourth Amendment to the Contract on January 31, 2018 to further extend the completion date of the project and to increase the Not to Exceed amount by \$12,000; and

**WHEREAS**, DISTRICT and CONSULTANT entered into a Fifth Amendment to the Contract on April 10, 2018 to increase the Scope of Work and Not to Exceed Amount and to incorporate certain federal requirements for such projects into the Agreement; and

**WHEREAS**, additional services from CONSULTANT are required to complete the project, which services are outlined in the attached Exhibit A – Scope of Services; and

**WHEREAS**, the DISTRICT requires additional engineering services from CONSULTANT for the Wastewater Treatment Plant Upgrade Project; and

**WHEREAS**, the CONSULTANT has been performing tasks for the DISTRICT which are still in various stages of completion and need to be finished; and

**WHEREAS**, CONSULTANT is best able to provide these additional services as they are familiar with the project; and

**WHEREAS**, there are still sufficient funds budgeted for these activities.

**NOW, THEREFORE**, for the aforementioned reasons and other valuable consideration, the receipt and sufficiency of which is acknowledged, DISTRICT and CONSULTANT hereby agree that the Professional Services Agreement for design services for the Wastewater Treatment Plant Upgrade Project between the DISTRICT and CONSULTANT dated June 30, 2015, is hereby amended as follows:

1. **SCOPE OF WORK**

Paragraph 1 (DESCRIPTION OF SERVICES OR SCOPE OF WORK) is hereby amended to include those services listed on Exhibit A attached hereto.

- 2. **PAYMENT TERMS:**  
Paragraph 3 (PAYMENT TERMS AND NOT TO EXCEED AMOUNT) is hereby amended to increase the Not to Exceed amount from \$961,993 to \$1,008,259 (an increase of \$46,266).
- 3. Except as expressly amended herein, the Professional Services Agreement, between the DISTRICT and CONSULTANT dated June 30, 2015, and all subsequent amendments, is hereby reaffirmed.

**IN WITNESS WHEREOF**, the parties have executed this Amendment the day and year first above written.

**FORT BRAGG MUNICIPAL  
IMPROVEMENT DISTRICT NO. 1:**

**HDR ENGINEERING, INC.:**

By: \_\_\_\_\_  
**Tabatha Miller  
District Manager**

By: \_\_\_\_\_  
**Holly L. L. Kennedy, PE  
Sr. Vice President**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**June Lemos, CMC  
District Clerk**

\_\_\_\_\_  
**Keith F. Collins  
District Counsel**

2. **PAYMENT TERMS:**  
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IMPROVEMENT DISTRICT NO. 1:**

**HDR ENGINEERING, INC.:**

By: \_\_\_\_\_  
**Tabatha Miller  
District Manager**

By: \_\_\_\_\_  
**Holly L. L. Kennedy, PE  
Vice President**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**June Lemos, CMC  
District Clerk**

  
\_\_\_\_\_  
**Keith F. Collins  
District Counsel**

# EXHIBIT A - SCOPE OF SERVICES

## City of Fort Bragg *Wastewater Treatment Plant Upgrade Additional Services During Construction*

Engineer will provide additional engineering services during construction for the Owner's Wastewater Treatment Plant Upgrade Project (Project). The following tasks outline the services that will be provided upon the Owner's request.

### **TASK 1 - ENGINEERING SERVICES DURING CONSTRUCTION**

#### **Subtask 1.1 – Electrical Modifications**

Engineer will provide design for replacement of electrical equipment MCC P3 in the Blower Building, MCC P2 in the Chemical Feed Building, and Switchboard/MCC P1 in the Operations building. Engineer will prepare sketches, sequence of construction, and other information for the contractor to procure and install the equipment.

*Assumptions: No CAD drawings. Sketches will be in PDF format.*

#### **Subtask 1.2 – SCADA Modifications**

Engineer will review the proposals obtained from the City to perform work on the SCADA system and will determine if any clarifications are required on proposal, review for missing information, and review the proposed cost.

#### **Subtask 1.3 – Septage Receiving Station**

Engineer will review septage receiving station proposals obtained from the City. Engineer will review for missing information and review the proposed costs. Engineer will provide sketches showing the location of the new equipment in the existing Dewatering Building and the connections for supply and drainage from the equipment. The existing belt press drain that drains to an existing pump station manhole will be reused and connected to the new equipment. A concrete pad will be designed based on the location of the equipment. Electrical service to the closest available electrical gear will be provided. The Engineer will aid the City in preparing a septage management plan describing the proposed equipment location and how the septage is handled, identifying legal authorities to monitor and enforce septage handling requirements, and demonstrating that the facility has the capability of receiving and handling septage.

*Assumptions: No CAD drawings. Sketches will be in PDF format. The City will obtain any permits associated with the septage receiving station and will be responsible for complying with the regulatory requirements of the North Coast Regional Water Control Board.*

### **Subtask 1.4 – Centrate Pump Modifications**

The centrate pumps inside the pump station manhole are not in good condition and need replacement. Engineer will provide design to replace the pumps with new pumps of similar type and capacity and replace associated pump rails, lifting mechanism, and base elbows. The existing electrical will be reconnected to the new pumps. Sketches and specifications for the new pumps will be provided.

*Assumptions: No CAD drawings. Sketches will be in PDF format. Specification in PDF format.*

### **Subtask 1.5 – Weir Modifications**

Engineer will provide sketches showing replacement of the overflow weir in the existing primary clarifier effluent box. This weir configuration will be modified to improve flow measurement accuracy at low flows for secondary effluent going to the chlorine contact basin.

*Assumptions: No CAD drawings. Sketches will be in PDF format.*

### **Subtask 1.6 – Additional Construction Services**

Engineer will provide additional construction services including the following:

- Review the contractor's submittals, including shop drawings and operations and maintenance (O&M) manuals, for conformance with the contract documents (up to four submittals/resubmittals are budgeted). Engineer will not be responsible for consultation or other services relating to construction means and methods, construction site safety, or labor compliance (including certified payroll).
- Answer questions and provide written interpretations of the requirements of the contract documents, and evaluate the acceptability of substitute materials and equipment. The budget for this task includes up to 7 clarifications and responses to requests for information (RFIs).
- Engineer will conduct final site visit to review final work and prepare punch list.
- Incorporate contractor markups into the record drawing set.

*Assumptions: Task includes up to six submittal reviews, up to 7 RFI reviews, site visit by project engineer and electrical engineer and a punch list in PDF format. Markups for record drawings to be provided by contractor. Record drawings shall be provided in full size PDF format. No startup or testing of new equipment included.*

## **TASK 2 - PROJECT MANAGEMENT**

Engineer will provide project management for the duration of the project, which includes preparation of monthly invoices and status reports. Task includes one site visit by project manager, project engineer, and electrical engineer to scope additional services.

*Assumptions: The Scope of Services does not include labor compliance, including certified payroll and no materials testing.*

**Table 1 - Estimated Work Effort and Cost**

City of Fort Bragg

Wastewater Treatment Plant Upgrade Project - Additional Services During Construction

Task No.	Task Description	Sr. Project Manager	Project Engineer	Structural Engineer	Sr. Electrical Engineer	CADD Tech	Project Controller	Admin/ Clerical	Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Expenses (\$)	Total Cost (\$)
<b>Task 1 - Engineering Services During Construction</b>												
1.1	Electrical Modifications	1			28		1		30	\$9,344	\$50	\$9,394
1.2	SCADA Modifications	1			8		1		10	\$2,811	\$50	\$2,861
1.3	Septage Receiving Station	2	24		6	4	1	4	41	\$7,208	\$50	\$7,258
1.4	Centrate Pump Modifications	2	12		6	4	1	4	29	\$5,469	\$50	\$5,519
1.5	Weir Modification	1	16			6	1		24	\$3,798	\$50	\$3,848
1.6	Additional Construction Services	2	24	2	12	10	1	8	59	\$11,063	\$200	\$11,263
	<b>Subtotal Task 1</b>	<b>9</b>	<b>76</b>	<b>2</b>	<b>60</b>	<b>24</b>	<b>6</b>	<b>16</b>	<b>193</b>	<b>\$39,693</b>	<b>\$450</b>	<b>\$40,143</b>
<b>Task 2 - Project Management</b>												
2.1	Project Management	8	8		8				24	\$5,923	\$200	\$6,123
	<b>Subtotal Task 2</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>\$5,923</b>	<b>\$200</b>	<b>\$6,123</b>
<b>COLUMN TOTALS</b>		<b>17</b>	<b>84</b>	<b>2</b>	<b>68</b>	<b>24</b>	<b>6</b>	<b>16</b>	<b>217</b>	<b>\$45,616</b>	<b>\$650</b>	<b>\$46,266</b>