

**AMENDMENT NO. TWO TO
AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
PSOMAS**

This Amendment No. Two is entered into and effective as of the ____ day of _____, 2023, amending the agreement dated June 9, 2020 (the "Agreement") by and between the City of Brentwood, a municipal corporation of the State of California ("City"), and Psomas, a California Corporation ("Consultant") (collectively, the "Parties") for construction management services for the Wastewater Treatment Plant Expansion - Phase II, CIP Project No. 592-59140 (the "Project").

RECITALS

A. On September 28, 2023, the Parties executed Amendment No. 1 to the Agreement to include additional Construction Management Services, and supplemented Exhibit "A" to the Agreement, which describes the scope of services, with Exhibit "A-1"; and

B. The Parties desire to alter the Agreement's scope of work to include additional Construction Management Services due to delays in the completion of the Project, which was originally scheduled for completion in June 2023 and is now forecasted to be complete in December 2024; and

C. The City has agreed to increase the compensation of the Agreement by an additional \$1,526,204.83; and

D. The Parties have negotiated and agreed to a supplemental scope of work and fee schedule, which is attached to and incorporated by this reference as Exhibit "A-2," Scope of Services and Fee.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Exhibit "A" to the Agreement, which describes the Services, is hereby supplemented with Exhibit "A-2" attached and incorporated into this Amendment No. 2.

2. The total amount of compensation to be paid to Consultant under the Agreement is hereby increased by one million five hundred twenty six thousand two hundred four dollars and eighty three cents (\$1,526,204.83), for a total not to exceed Agreement amount of six million five hundred eighty nine thousand five hundred sixty dollars and eighty eight cents (\$6,589,560.88).

3. Except as amended herein, all provisions of the Agreement, as may have been amended from time to time, will remain in full force and effect.

4. All requisite insurance policies to be maintained by Consultant pursuant to the Agreement will include coverage for this Amendment.

[Signatures on the following page.]

5. The individuals executing this Amendment and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Amendment.

6. Signatures.

6.1 Counterparts. This Amendment may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute the same instrument.


6.2 Digital/Electronic Signatures. Using a City-approved method, this Amendment may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this Amendment will be construed as the Parties' consent to do business electronically.

CONSULTANT:

CITY:

* By:  _____
Gary Skrel, Vice President

By: _____
Tim Y. Ogden, City Manager

** By:  _____
Nick Tarditti, CFO

ATTEST:
By: _____
Margaret Wimberly, City Clerk

APPROVED AS TO FORM:
By: _____
Damien Brower, City Attorney

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Amendment must be signed by one corporate officer from each of the following two groups.

***Group A.**
Chairman,
President, **or**
Vice-President

****Group B.**
Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

EXHIBIT "A-2"

SCOPE OF SERVICES AND FEE



City of Brentwood
WWTP Phase II Expansion Project
Construction Management and Inspection Services
PSOMAS
Proposal for Budget Amendment #2 - October 2023

Personnel/Service	Hours and Hourly Rates					CONSTRUCTION																CLOSE-OUT				
	Hours	2023 Rate	2024 Rate	2025 Rate	Amount	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25
Psomas Labor																										
PM/Principal: Skrel	152	\$ 273	\$ 284	\$ 295	\$ 43,256.00	-	-	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	
Construction Manager: Post	1,060	\$ 210	\$ 221	\$ 232	\$ 234,040.00	-	-	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	40	40	40	
Assistant CM: Chamberlin	2,960	\$ 210	\$ 221	\$ 232	\$ 655,040.00	-	-	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	80	
Inspector: McCormick	2,720	\$ 187	\$ 196	\$ 206	\$ 532,000.00	-	-	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	80	80	80	
Office/Field Engineer: Schouten	2,200	\$ 149	\$ 158	\$ 168	\$ 346,080.00	-	-	160	160	160	160	160	160	160	160	160	80	80	80	80	80	80	80	80	40	
Inspector	0	\$ 187	\$ 196	\$ 206	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Office/Field Engineer	0	\$ 126	\$ 132	\$ 139	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Administrative Support	0	\$ 119	\$ 125	\$ 131	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Other Direct Costs	Monthly Allowance (Note 4)				\$ 37,000.00	\$ -	\$ -	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 1,000	
Witness Testing	Allowance				\$ -																					
Subconsultant Labor																										
SRF/Labor Compliance: RGM Kramer	Note 1				\$ 60,000.00																					
Specialty Inspections:	Note 2				\$ -																					
E, I and C: Beecher Engineering	Allowance - Notes 3, 5				\$ 75,000.00																					
Coatings: BACC	Allowance - Note 3				\$ 15,000.00																					
Subconsultant Subtotal					\$ 150,000.00																					
Subconsultant Mark-up				5%	\$ 7,500.00																					
Subconsultant Total					\$ 157,500.00																					
Total					\$ 2,004,916.00																					

Authorized Budget To Date	\$ 5,063,356.05
Expended through 9/28/2023	\$ 4,584,644.88
Authorized Budget Remaining	\$ 478,711.17
Projected Cost Remaining Effort	\$ 2,004,916.00
Proposed Amount Amendment #2	\$ 1,526,204.83

Notes

1. Allowance for labor compliance monitoring based on original fee estimate from RGM Kramer and average expenditures to date.
2. Materials Testing and Special Inspections to be provided by a specialty firm working directly for the City. Psomas will provide coordination and scheduling of these services with the Contractor's work.
3. Allowances for Electrical and Coating Inspection are for on-call support if needed and will only be utilized after authorization from the City during construction.
4. City's existing trailers (formerly known as "Building C") to be provided and maintained by the City for Psomas' use, including electricity, running water, heat, A/C and internet service independent from the City Network. All space, furniture and appliances currently present to be available for PSOMAS' use.
 Monthly allowance of \$2,000/month for PSOMAS to provide other necessities such as high capacity copier/printer/scanner, golf carts, office supplies, outside printing costs, office network for internet distribution/printer/scanner, office cleaning service, bottled water, etc.
5. Allowance for Beecher Engineering is increased to account for additional services for design assistance and recommendations related to electrical and controls associated work.