

**AMENDMENT TO THE  
CONSULTANT CONTRACT ID #A-1819-10  
DATED JULY 11, 2018 BETWEEN  
MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT  
AND HDR ENGINEERING, INC.**

This First Amendment (“Amendment”) to the Consultant Contract ID #A-1819-10 dated July 11, 2018, is made and entered into this 12th day of June, 2019 by and between the Mountain House Community Services District, (“MHCS D”) and HDR Engineering, Inc. (“CONSULTANT”), and is effective as of the commencement date of this Amendment.

**RECITALS**

WHEREAS, on or about July 11, 2018, the Mountain House Community Services District and HDR Engineering, Inc. entered into a Consultant Contract #A-1819-10 (“Agreement”);

WHEREAS, the Parties wish to amend the following Sections of the Agreement to add a proposal document and scope of work, extend the duration, and increase the total compensation amount of the Agreement;

THEREFORE, the parties agree to amend the Agreement as follows:

1. Section 1.B of Agreement is hereby amended to read in full as follows:

“CONSULTANT’S Proposals dated May 25, 2018 and April 15, 2019”

2. Section 2 of Agreement is hereby amended to read in full as follows:

“CONSULTANT agrees to provide Plan Review and Construction Inspection Services for Wastewater Treatment Plant Expansion, per Scope(s) of Service attached.”

3. Section 3 of Agreement is hereby amended to read in full as follows:

“This Agreement shall commence on the date of execution by the MHCS D General Manager, and continue until September 30, 2021, unless said work is completed on a date prior thereto or unless terminated earlier as provided herein.”

4. Section 4 of Agreement is hereby amended to read in full as follows:

“The compensation shall not exceed the amount of \$934,193 for services performed pursuant to this Agreement. Payments shall be made within 30 days of receipt of invoice from CONSULTANT.”

Except as set forth above, each and every provision of the Agreement between the parties shall remain in full force and effect.


MOUNTAIN HOUSE COMMUNITY  
SERVICES DISTRICT

HDR Engineering, Inc.  
2365 Iron Point Road, suite 300  
Folsom, CA 95630

By:   
Sarah Ragsdale, Interim General Manager

By:   
Holly Kennedy, Sr. Vice President

Approved as to Form:

By:   
John Bakker, Interim General Counsel



April 15, 2019

Mr. Nader Shareghi  
Mountain House Community Services District  
230 South Sterling Drive, Suite 100  
Mountain House, CA 95391

**RE: HDR's Proposal to Provide Construction Inspection and Startup/Commissioning Support for Wastewater Treatment Plant Expansion Project**

Dear Mr. Shareghi:

Thank you for the opportunity to present this proposal to provide construction inspection and startup/commissioning services for your wastewater treatment plant expansion project. Our proposed scope of work, budget, and schedule are provided below.

## **Scope of Work**

### **Task 1 – Project Management**

This task includes management and coordination of the work defined in this scope of services, which includes preparation of monthly invoices.

#### **DELIVERABLES:**

- Monthly invoices.

### **Task 2 – Construction Observation**

HDR shall provide inspection services and materials testing services.

#### **SUBTASK 2.1 - CONSTRUCTION INSPECTION**

HDR will provide overall construction inspection to make sure that the Contractor's work follows the contract documents. HDR will perform inspections at the jobsite, or offsite, of materials and workmanship in accordance with the contract documents. The inspectors shall not authorize extra work or approve of work that deviates from the contract documents.

All specialized inspections (e.g., electrical, coatings, etc.) will all be performed by a firm other than HDR, as requested by the Mountain House Community Services District (District)

HDR's inspector will:

- Review the Contractor's three-week "look ahead" schedules and coordinate inspection staffing needs.

[hdrinc.com](http://hdrinc.com)

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April 15, 2019  
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- Electronically photo-document ongoing construction daily, prepare written descriptions for each digital photo, and provide documentation.
- Prepare and submit inspector's daily reports, including:
  - Daily reports of the construction activities, including weather conditions, Contractor's equipment and labor, work performed, materials used, site visitors, delays in work and reasons for the delays, and deficiencies. Daily reports of deviations and non-conformance to specifications will be provided in a timely manner.
- At completion of work, certify work is in compliance with plans and specifications.

For budgeting, we have assumed the following:

- One full-time construction inspector for 18 months. Up to 3,000 hours have been budgeted for this inspector.

**DELIVERABLES:**

- Daily inspection reports.

**SUBTASK 2.2 – SUBMITTAL AND CHANGE REVIEW**

HDR will provide engineering support in the review of the Contractor's submittals and potential changes in contract scope to verify compliance with contract intent. The Design Engineer is responsible for the detailed review. The HDR inspector would review the efforts and rely on as needed support from the project engineer on submittals and potential changes in contract scope. HDR's project manager will be consulted if needed to resolve disputed submittals or changes in scope.

Submittal review comments will be completed in a timely manner to reduce impact to the Contractor's schedule. HDR is not responsible for the Contractor's late submittals.

HDR is not responsible for coordinating factory witness activities and results with the Design Engineer and Contractor. Those duties would fall under the firm doing the specialized testing.

HDR's project engineer and project manager will:

- Support the designer in the review of Contractor's submittals to verify materials and equipment are as specified and meet the design intent. This would primarily be performed by the on-site HDR inspector with as needed support from HDR's project engineer.
- Provide comments to the District and Design Engineer on requested clarifications/deviations from contract design.

For budgeting, we have assumed the following:

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- Project engineer: Up to 200 hours are budgeted.
- Project manager: Up to 20 hours are budgeted.

**DELIVERABLES:**

- Submittal and change review comments.

**Task 3 – Startup/Commissioning**

HDR will provide oversight on the startup and commissioning lead by the design engineer. Specifically, HDR will be advising the District on issues that arise during startup and commissioning.

The services under this task will include:

- Advising the District on issues that arise during startup and commissioning.
- Approving the project, as the Owner's Representative, which is further discussed below.
- Reviewing and commenting on the process startup plans provided by the Contractor.
- Reviewing and commenting on vendor training plans provided by the Contractor.
- Providing as needed (excluded from budget) witnessing and participating in loop testing and SCADA testing to verify the new processes will operate as intended.
- Providing as needed (excluded from budget) verification that the SCADA controls the plant as designed.
- Providing support for the 30-day membrane system commissioning period, including reviewing test result data and providing technical support.

The services excluded under this task:

- Training: provided by the contractor, suppliers, and the Design Engineer.
- SCADA: will be written by the Design Engineer, and vendors will submit (will include programming and commissioning).
- Reviewing manufacturer certificates of proper installation provided by the Contractor.

For budgeting, up to 200 hours is assumed for this subtask.

HDR will participate in a final completion site visit along with the construction manager, Contractor, and other District staff as appropriate for the purposes of determining that the completed project has met the requirements of the contract documents regarding final completion. HDR will assist the construction manager in preparing a punch list of items in

Mr. Nader Shareghi

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which this site visit reveals that the work is incomplete or defective and will make recommendations to the District concerning acceptance when items on the final punch list have been completed or corrected. Once all the items are completed or corrected, HDR will prepare a letter that verifies that the project has been built as designed.

**DELIVERABLES:**

- Input in Contractor's startup and commissioning plan with startup submittal comments, and meetings if needed.
- Contractor training plan submittal comments.
- As needed (excluded from budget) participation in loop testing and clean water testing to ensure facility is ready for process startup.
- Letter that verifies that the project has been built as designed.

## Compensation

Table 1 shows the estimated work effort and cost to perform the scope of work described above. We propose to perform the scope of work described above on a time and materials basis.

## Schedule

HDR assumes the work described in this proposal will be performed within the timeframe indicated below:

- **Construction Contract Duration:** November 2019 to April 2021 (18-month duration)

Please let us know if you have any questions, or require additional information.

Sincerely,  
HDR ENGINEERING, INC.



Holly L.L. Kennedy, PE  
Vice President



Michael W. Falk, PhD, PE  
Project Manager

**HDR ENGINEERING, INC.**  
**RATE SCHEDULE**  
**January to December 2019**

**Mountain House Community Services District**  
**Construction Inspection and Startup/Commissioning Support for Wastewater Treatment Plant**  
**Expansion Project**

Administration/Clerical	\$79
Inspector	\$208
Operations Specialist	\$191
Principal	\$302
Project Controller	\$125
Project Engineer II	\$183
Project Engineer I	\$155
Project Manager	\$267

*Hourly billing rates are for Year 2019 and are effective from January 1, 2019, through December 31, 2019.*

*Rates are subject to change after December 31, 2019. HDR will invoice by HDR employee billing rate for services provided. Billing rates shall be comprised of prevailing wage rates, or by the employee's direct hourly rate multiplied by a 2.735 factor. The billing rates cover payroll cost, employee benefits, and HDR overhead and profit.*

**EXPENSES**

Vehicle Mileage (per mile)	Current Federal Travel Regulation (FTR)
Company Truck Use	\$1,250/month
Per Diem	per GSA
Black/White Photocopies (per copy)	\$0.05 to \$0.09
Color Copy (per copy)	\$0.15 to \$0.30
Bond Plotting - Black & White (per square foot)	\$0.15
Bond Plotting - Color (per square foot)	\$0.90

*Please Note: Expenses and subconsultants are charged with a five percent markup.*

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

Mountain House Community Services District

Mountain House Water Reclamation Facility Phase 3 Expansion - Construction Inspection and Startup/Commissioning Services

Task No.	Task Description	Principal/ QA/QC	Project Manager	Project Engineer	Inspector	Ops	Proj Control	Admin/ Clerical	Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Expenses (\$)	Total Cost (\$)
<b>Task 1 - Project Management and Coordination</b>												
1.2	Project Management	4	100				38		142	\$33,920	\$200	\$34,120
	Subtotal Task 1	4	100	0	0	0	38	0	142	\$33,920	\$200	\$34,120
<b>Task 2 - Construction Observation</b>												
2.1	Construction Inspection				3,000			180	3,180	\$663,552	\$22,500	\$686,052
2.2	Submittal and Change Review		20	200					220	\$43,546		\$43,546
	Subtotal Task 2	0	20	200	3,000	0	0	180	3,400	\$707,098	\$22,500	\$729,598
<b>Task 3 - Startup/Commissioning</b>												
2.2	Startup/Commissioning					200			200	\$39,630	\$2,000	\$41,630
	Subtotal Task 3	0	0	0	0	200	0	0	200	\$39,630	\$2,000	\$41,630
<b>COLUMN TOTALS</b>		4	120	200	3,000	200	38	180	3,742	\$780,648	\$24,700	\$805,348