

**THIRD AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

Project: On-Call Hydrologic Services

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between the City of Roseville, a municipal corporation (“CITY”), and GEI Consultants, Inc., a Massachusetts corporation (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated July 6, 2016, amended July 11, 2018, and amended December 18, 2019 (“Agreement”) regarding On-Call Hydrologic Services (“Project”); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT’s letter/proposal dated May 18, 2021, which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit “A” of this Third Amendment to Agreement.

2. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY shall pay seventy-six thousand, five hundred dollars (\$76,500), in consideration of the additional services as set forth in Exhibit "A" to the Third Amendment to Agreement. This brings the total not to exceed contract amount to one million, five hundred nineteen thousand, forty-five dollars (\$1,519,045)."

3. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Third Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. \_\_\_\_\_, adopted by the Council of the City of Roseville on the \_\_\_ day of \_\_\_\_\_, 20\_\_, and CONSULTANT has caused this Third Amendment to Agreement to be executed.


CITY OF ROSEVILLE, a  
municipal corporation

BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

ATTEST:

BY: \_\_\_\_\_  
SONIA OROZCO  
City Clerk

GEI CONSULTANTS, INC., a  
Massachusetts corporation

BY:  \_\_\_\_\_  
its: VICE PRESIDENT

and

BY:  \_\_\_\_\_  
its: Corporate Secretary

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
MICHELLE SHEIDENBERGER  
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  \_\_\_\_\_  
RICHARD D. PLECKER  
Environmental Utilities Director

EXHIBIT “A”

May 18, 2021

VIA EMAIL: [tjoseph@roseville.ca.us](mailto:tjoseph@roseville.ca.us)

Trevor Joseph  
City of Roseville  
2005 Hilltop Circle  
Roseville, CA 95747

**Re: Proposal for Continued Groundwater Program Support**

Dear Mr. Joseph:

GEI appreciates the opportunity to propose on this project to perform drinking water source assessments for future Aquifer Storage and Recovery Well (ASR) locations, for ASR compliance sampling and reporting support, and for developing a monitoring well completion report. Each of these scope items are described in the task descriptions that follow.

### **Task 1 – Completion of the Drinking Water Source Assessment and Protection Program (DWSAP) Regulatory Report**

GEI has completed a portion of the DWSAP report including locating of drinking water sources and developing an inventory of possible contaminating activities (PCAs) for the ASR exploratory borings and wells installed in 2020-2021. Through the authorization of this task, the following activities will be completed for up to 6 ASR well locations: delineation of source area protection zones, physical barrier effectiveness checklists, vulnerability rankings, preparation of assessment maps and a final report.

**Deliverable:** Draft and Final Drinking Water Source Assessment (DWSAP) Report for six (6) new well sites, assumed to be a single document.

### **Task 2 – Sampling and Reporting for Regulatory Permit Compliance**

GEI will perform one additional quarter of sampling and monitoring activities to support the development of quarterly and annual reports as required by the State Water Resources Control board (State Board) ASR General Order. Tasks include:

- Sampling and monitoring of all ASR wells and associated monitoring wells as required under the ASR General Order. This includes water quality sampling via HydraSleeves or pump and purge methods, water level measurement collection, tabulation, and analysis of pumping data, etc.
- Integration of collected ASR and monitoring well data into the regional Data Management System (DMS) for the North American Subbasin. Includes QAQC of water quality data and processing/formatting of data to meet DMS requirements.

**Deliverable:** Copies of field notes and forms including field sampling forms, chain of custody reports, etc. Upload of data to the regional DMS and proof of upload.

### **Task 3 – Regulatory Required Well Completion Report**

GEI has recently completed the oversight and field documentation of ASR exploratory drilling and monitoring well construction at eight locations in the City of Roseville. Authorization of this task

includes development of a single report documenting the purpose, methodology, and results of the drilling and well construction program. The report will be organized to address the reporting requirements detailed in the City's ASR Permit with the Regional Board.

**Deliverable:** Draft and Final Well Completion Report

**Schedule**

All work will be completed within 90 days following notice to proceed.

**Cost Estimate and Terms**

All work will be performed on a time and materials, not to exceed basis consistent with our fee schedule and payment terms provided as **Attachment 1**. Based on the scope of work previously described, we suggest authorizing \$76,500 budget. **Table 1** shows the distribution of labor effort by task.

**Table 1.** Task and Fee Summary

Task	Estimate (\$)
1. Completion of DWSAP Regulatory Report	25,000
2. Sampling and Reporting for Regulatory Compliance	14,500
3. Regulatory Required Well Completion Report	37,000
<b>Estimated Total Budget</b>	<b>76,500</b>

If this proposal is acceptable, GEI is prepared to begin work on this project immediately. If you have any questions, please feel free to contact Chris Petersen at 530.304.3330, or by email at cpetersen@geiconsultants.com.

Sincerely,  
**GEI Consultants, Inc.**



Chris Petersen, CHG  
Project Manager



Trevor Kent  
Field Team Leader

Trevor Joseph

## **Attachment 1 – Fee Schedule and Payment Terms**

**FEE SCHEDULE**

<u>Personnel Category</u>	<i>Hourly Billing Rate</i> \$ per hour
Staff Professional – Grade 1	\$ 127
Staff Professional – Grade 2	\$ 140
Project Professional – Grade 3	\$ 153
Project Professional – Grade 4	\$ 172
Senior Professional – Grade 5	\$ 203
Senior Professional – Grade 6	\$ 231
Senior Professional – Grade 7	\$ 274
Senior Consultant – Grade 8	\$ 307
Senior Consultant – Grade 9	\$ 375
Senior Principal – Grade 10	\$ 375
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Senior Drafter and Designer	\$ 153
Drafter / Designer and Senior Technician	\$ 140
Field Professional	\$ 115
Technician, Word Processor, Administrative Staff	\$ 114
Office Aide	\$ 89

These rates are billed for both regular and overtime hours in all categories.

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

**OTHER PROJECT COSTS**

**Subconsultants, Subcontractors and Other Project Expenses** - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state and local sales and use taxes and state taxes on GEI fees. The 15% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

**Field and Laboratory Equipment Billing Rates** – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

**Transportation and Subsistence** - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

**PAYMENT TERMS**

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.