

## SIXTH AMENDMENT TO AGREEMENT

THIS SIXTH AMENDMENT TO AGREEMENT ("Amendment") made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2016 ("Effective Date") amends the Agreement heretofore entered into between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and PROVOST & PRITCHARD ENGINEERING GROUP INCORPORATED, a California corporation (hereinafter referred to as "CONSULTANT").

### RECITALS

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated April 10, 2007 and as amended on July 22, 2008, November 16, 2010, June 20, 2013, November 7, 2014 and September 25, 2015 (hereinafter referred to as "Agreement") to provide professional services for the engineering design, environmental services, and right-of-way acquisition for the construction of a Raw Water Pipeline to CITY'S Northeast Surface Water Treatment Facility (hereinafter referred to as the "Project"); and

WHEREAS, the First Amendment to Agreement included the design and construction of the "Ancillary Project" which includes the construction of a basin on the site of the Surface Water Treatment Facility ("SWTF"), connection of the existing source water supply from the Enterprise Canal to the basin, and piping from the existing storage tank on the SWTF site to the basin; and

WHEREAS, the Second Amendment to Agreement utilized contingency funds to cover additional work for the Project associated with the addition of temporary easements, such as environmental services, right-of-way acquisition services; and additional services associated with completing design and construction of the Ancillary Project; and

WHEREAS, the Third Amendment included additional work for both the Project Part 2, Part 3, Part 4, Part 5, Part 9 and the Ancillary Project, utilizing new and contingency funds to cover additional work; and

WHEREAS, the Fourth Amendment included additional work for Part 2 and Part 9 utilizing contingency funds to cover the additional work; and

WHEREAS, the Fifth Amendment included additional work for Part 2 and Part 4 utilizing funds from Part 7 and Part 8 to cover the additional work; and

WHEREAS, project bidding has been completed and project construction will be initiated so the parties have agreed to a scope of work described as Part 8 Construction Phase and General Construction Contract Administration Phase of the Agreement including preparation of conformed plans and specifications, submittal review, attendance at project construction meetings, project site visits, and preparation of record drawings, and

WHEREAS, the parties have negotiated changes in compensation that result in a increase in the total compensation of \$166,701 for the changes described in this amendment, and

WHEREAS, with entry into this Amendment, CONSULTANT agrees that CONSULTANT has no claim, demand or dispute against CITY.

## **AGREEMENT**

NOW, THEREFORE, the parties agree that the Agreement be amended as follows:

1. Part 8 – Construction Phase and General Construction Contract Administration Phase of Exhibit A of the Agreement was authorized and is amended to include the following:

CONSULTANT shall perform the services associated with Part 8 – Construction Phase and General Construction Contract Administration Phase for the Project including:

- Prepare and provide five full size hard copies of Conformed Plans and Specifications and electronic files to include the amendments identified during the bidding period,
  - Attendance at the project pre-construction meeting,
  - Review and preparation of a response to as many as sixty Requests for Information from the contractor,
  - Review and preparation of a response to as many as eighty Submittals from the contractor,
  - Review and preparation of a response to as many as fifteen Re-submittals from the contractor,
  - Conduct a maximum of nine site visits,
  - Participate in a maximum of eighteen construction meetings anticipated to be two hours in length each,
  - Provide a maximum of four days of assistance during operational startup for civil and instrumentation and control support,
  - Prepare and provide five full size hard copies of Record Drawings and electronic files after completion of the project.
2. Section 3(a) of the Agreement shall be modified such that CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed \$2,870,802, and a contingency amount not to exceed \$13,643 for any additional work rendered pursuant to Section 3(d) below and authorized in writing by the Director.

The subsections of Section 3(a) of the Agreement identified below shall be modified in entirety to read as follows:

(8) CONSULTANT'S sole compensation, except as provided in Section 3(d) below, for satisfactory performance of all services required or rendered pursuant to Part Eight (Construction Phase and General Construction Contract Administration Phase) of this Agreement shall be a total fee of \$166,701. Such total fee includes all expenses incurred by CONSULTANT in performance of such services.

3. Precedence of Documents. In the event of any conflict between the body of this Amendment and any Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Attachment. Furthermore, any terms or conditions contained within any Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of the Agreement or this Amendment, shall be null and void.
4. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated April 10, 2007 as amended July 22, 2008, November 16, 2010 June 21, 2013, November 11, 2014 and September 25, 2015 remains in full force and effect.

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

CITY OF FRESNO,  
a California municipal corporation

PROVOST & PRITCHARD ENGINEERING  
GROUP INCORPORATED,  
a California corporation

By: \_\_\_\_\_  
Thomas C. Esqueda, Director  
Department of Public Utilities

By:   
Name: RONALD J. SAMUELIAN

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

Title: PRESIDENT  
[if corporation or LLC, Board  
Chair, Pres. or Vice Pres.]

By: \_\_\_\_\_  
Deputy

By:   
Name: MICHAEL G. TAYLOR

APPROVED AS TO FORM:  
Douglas T. Sloan  
City Attorney

Title: SECRETARY  
[if corporation or LLC, CFO  
Treasurer, Secretary or Assistant  
Secretary]

By: \_\_\_\_\_  
Douglas T. Sloan      Date  
City Attorney