

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this 5 day of May, 2022, amends the Consultant Services Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and Water Systems Consulting, Inc., a California corporation (Consultant).

RECITALS

WHEREAS, City and Consultant entered into a Consultant Services Agreement, dated June 18, 2020 (Agreement) to provide professional engineering services for the development of the 2020 Metropolitan Water Resource Management Plan and Programmatic Environmental Impact Report, and 2020 Urban Water Management Plan (Project) for a total fee of \$1,823,762, with a contingency of \$182,000; and

WHEREAS, City and Consultant executed a First Amendment to the Agreement on October 4, 2021, to modify the scope of services to align with the scope of services identified in Request for Proposal and Consultant's proposal; and

WHEREAS, City and Consultant executed a Second Amendment to expand the scope of services to include the development of a United States Bureau of Reclamation (USBR) Water Management Plan and increase the total fee to compensate for the expanded scope of services to \$1,846,292, paid by the available contract contingency; and

WHEREAS, City desires to expand the scope of services to include the development of the Annual Water Supply and Demand Assessment according to guidance from the California Department of Water Resources; and

WHEREAS, due to the need for these additional services, the Parties desire to increase the total compensation by an additional \$21,970 to complete the expanded Scope of Services, to be paid by the available contract contingency; and

WHEREAS, with entry into this Amendment, Consultant agrees that Consultant has no claim, demands, or disputes against City.

AGREEMENT

NOW, THEREFORE, the City and the Consultant agree that the aforesaid Agreement be amended as follows:

1. The above recitals are incorporated and made part of this Amendment.
2. The services of Consultant, as defined in **Exhibit A** of the Agreement, shall be amended to include the additional professional services described in **Exhibit A3**, attached hereto and incorporated herein by reference.
3. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of \$21,970.

4. Section 3(a) of the Agreement is amended in its entirety to read as follows:

“(a) 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 \$1,868,262, paid on a time and materials basis in accordance with the schedule of fees contained in Exhibit A, and a contingency amount not to exceed \$137,500 for any additional work rendered pursuant to Subsection (c) below and authorized in writing by the Director.”

5. In the event of any conflict between the body of this Amendment and any Exhibit or 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 Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.

6. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant on June 18, 2020, the First Amendment, dated October 4, 2021, and the Second Amendment, dated November 17, 2021, remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

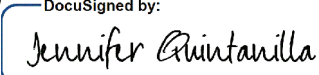
IN WITNESS WHEREOF, the City and the Consultant have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By:  _____
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Georgeanne A. White
City Manager

Date: 5/27/2022

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By:  _____
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Jennifer M. Quintanilla
Senior Deputy City Attorney

Date: 5/27/2022

ATTEST:
Todd Stermer, CMC
City Clerk

By:  _____
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Bernard Canez
Deputy

Date: 5/27/2022

Water System Consulting, Inc.,
a California corporation

By:  _____
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Name: Jeffery Szytel

Title: President
(If corporation or LLC., Board Chair,
Pres. Or Vice Pres.)

Date: 5/27/2022

By:  _____
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Name: Jeroen Olthof

Title: Secretary
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

Date: 5/27/2022

Attachment: Exhibit A3

EXHIBIT A3

ADDITIONAL PROFESSIONAL SERVICES

Scope of Services

TASK 7.0 2022 ANNUAL WATER SUPPLY AND DEMAND ASSESSMENT

Analyze recently collected groundwater data for comparison with historical data and preparation of graphics, assess supply and demand in compliance with recently released guidance from the California Department of Water Sources (DWR), and populate reporting templates provided by DWR for compliance with the Annual Water Supply and Demand Assessment requirements.

7.1 Project Management

- **Project Administration**

- Provide project administration and coordination and perform quality control reviews of all deliverables.
- Prepare monthly progress reports to be submitted with each monthly invoice. It is assumed that the Project duration is two months.

- **Meetings**

- WSC will plan, organize, and conduct a meeting to discuss initial assessment discussion. Meeting topics will be to: (1) define goals, objectives, and timeline; (2) establish roles and responsibilities; (3) review scope, schedule, and deliverables; (4) review available data and establish data needs; and (5) review requirements and methodology.
- WSC will plan, organize, and conduct a working draft review meeting. The purpose of the meeting will be to: (1) review draft deliverables; (2) review outstanding data requests; (3) review City comments on the draft Annual Assessment; (4) and establish action items and next steps.

DELIVERABLE(S): Electronic copies of agenda and meeting materials

7.2 Groundwater Assessment

- Analyze recently collected groundwater data for comparison with historical data and preparation of graphics presenting this information.

7.3 Annual Assessment Evaluation

- **Table 1. Annual Assessment Information**

- Compile and review actual data compared to projected data from City's 2020 UWMP Chapter 7 – Water Service Reliability and Drought Risk Assessment.
- Assess latest evaluation criteria and data including water production by source, supply allocations, and water demand.

- **Table 2. Water Demands**

- Evaluate the hypothetical unconstrained demand without any water use restrictions (or demand reduction actions) currently in place for the current year. The Current Year's demands will be based on known demands for

months prior to the assessment and predicted up to and including May before the June 1 submittal date.

- Evaluate estimated demand in the next 12-months of the Dry Year, with adjustments for weather, growth, or other influencing factors.
- Update the demand forecast with the most recent data received from its cities and private retail water agencies.

- **Table 3. Water Supplies**

- Evaluate available supply, considering hydrological and regulatory conditions in the current year and one dry year.
- For the current year, evaluate water supplies as determined from the current year's conditions, including such information as stored supplies, contracted supplies, and projected supplies based on current and recent historical influencing factors. For the Dry Year, adjust water supplies for assumed dry year conditions, which may affect availability of local surface and ground waters.
- Provide a description of the infrastructure capabilities and any plausible constraints used to evaluate water supply reliability.

- **Table 4. Water Shortage Assessment**

- Compare the projected supplies to unconstrained demands, the comparison of which will identify any potential shortages.
- Add in the benefits of the response actions both proposed and currently in place but subtracted from the unconstrained demand

- **Table 5. Planned Water Shortage Response Actions**

- Describe the anticipated shortage levels along with anticipated shortage response actions. These are the specific actions and their estimated benefits that were used to reduce the anticipated shortage gaps identified in DWR Table 4.

7.4 Annual Assessment Preparation

- **Draft Annual Assessment Preparation**

- Populate DWR's Excel template for DWR Tables 1 to 5 considering the current year including descriptions of the data and assumptions used to characterize and quantify the water demand and supplies.
- Populate DWR's Excel template for DWR Tables 1 to 5 considering a following dry year including descriptions of the data and assumptions used to characterize and quantify the water demand and supplies.

- **Final Draft Annual Assessment Preparation**

- Incorporate comments and direction from the Draft Annual Assessment Review Meeting. Prepare the Final Draft copies of DWR's Excel template for DWR Tables 1 to 5.

DELIVERABLE(S): Draft and Final Draft versions of DWR's Tables 1 to 5 in Excel for current year and following dry year