

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ¹⁷ day of November, 2021, 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 desires to expand the scope of services to include the development of a United States Bureau of Reclamation (USBR) Water Management Plan according to guidance from the USBR; and

WHEREAS, due to the need for these additional services, the Parties desire to increase the total compensation by an additional \$22,530 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 A2**, 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 \$22,530.
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 \$1,846,292, 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 \$159,470 for any additional work rendered pursuant to Subsection (c) below and authorized in writing by the Director.”

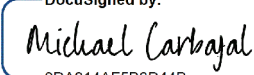
5. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions 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, and the First Amendment, dated October 4, 2021, remain in full force and effect.

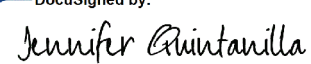
[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

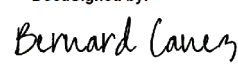
CITY OF FRESNO,
a California municipal corporation

By:  11/15/2021
DocuSigned by:
Michael Carbajal, Director
Department of Public Utilities


APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By:  10/11/2021
DocuSigned by:
Jennifer M. Quintanilla
Senior Deputy City Attorney


ATTEST:
BRIANA PARRA, CMC
Interim City Clerk

By:  11/17/2021
DocuSigned by:
Bernard Caniz
Deputy

Water System Consulting, Inc.,
a California corporation

By:  /2021
DocuSigned by:
Jeffrey Szytel
Name: _____

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

By:  10/8/2021
DocuSigned by:
Jeroen Olthof
Name: _____

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

Attachment: Exhibit A2

EXHIBIT A2

ADDITIONAL PROFESSIONAL SERVICES

Scope of Services

TASK 6.0 2021 USBR WATER MANAGEMENT PLAN

Develop a Water Management Plan (WMP) according to guidance from the United States Bureau of Reclamation (USBR) – primarily the Water Management Planner (August 2020) and the UWMP/WMP crosswalk table provided by USBR. USBR now accepts an UWMP approved by California Department of Water Resources (DWR) in lieu of a USBR WMP if supplemental documentation is provided for USBR WMP requirements that are not included in the UWMP. The supplemental documentation is expected to come from existing documents or existing materials from City staff.

6.1 Project Management

- Project Controls
 - Provide oversight, manage communication, assign resources, and coordinate work efforts of the Project Team.
 - Compile and monitor budget, cost and earned value information for the Project.
 - Monitor scope, including tracking approved out of scope work.
 - Prepare progress reports to be submitted with each monthly invoice. The reports will include a summary of activities accomplished in the current month. Track individual task budgets and the overall project budget.
- Plan, organize, and conduct Kickoff Meeting to coordinate data collection and project implementation approach

DELIVERABLE(S): Monthly Progress Reports. Quarterly Executive Status Updates, including presentation materials when appropriate.

6.2 Data Collection and Coordination

- Compile and submit data request to the City
- Review information received and submit revised requests, as needed

6.3 Admin Draft WMP

- Prepare WMP consistent with USBR guidance, which will consist of the WMP/UWMP Crosswalk Table and Supplemental Documentation
- Implement Water Systems Consulting, Inc. (WSC) Quality Assurance and Quality Control (QA/QC) practices.
- Submit to the City for review and comment.

DELIVERABLE(S): Seven (7) hard-copies and one electronic copy of the Admin Draft WMP.

6.4 Draft WMP

- Prepare Draft WMP that incorporates comments from the City on the Admin Draft Report
- Complete WSC QA/QC practices.
- Submit Draft WMP to City for review and comment.
- Submit Draft WMP to USBR for review and comment.

DELIVERABLE(S): Seven (7) hard-copies and one electronic copy of the Draft WMP

6.5 Final WMP

- Prepare Final WMP that incorporates comments from the City and USBR on the Draft Report.
- Complete WSC QA/QC practices.
- Submit to the City the Final WMP materials, which will consist of the WMP/UWMP Crosswalk Table and Supplemental Documentation. The City will submit the full package to USBR.

DELIVERABLE(S): Ten (10) hard-copies and one electronic copy of the Final WMP