

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (Third Amendment) made and entered into as of this ____ day of _____, 2019, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation, (CITY), and Provost and Pritchard Engineering Group, Incorporated, (CONSULTANT).

RECITALS

WHEREAS, CITY and CONSULTANT entered into an agreement, dated June 7, 2016, for professional engineering services for the design of plans and general construction contract documents for Pump Stations 117 and 284 Well Head Treatment Improvements ("Project") for a total fee of \$262,473;

WHEREAS, CITY and CONSULTANT entered into the First Amendment to Agreement on July 21, 2017, to an increase of \$65,946 in CONSULTANT'S compensation to add to the current Part 2-Design Development Phase, Part 3-Construction Document Phase, Part 4-Bidding Phase, Part 5-Construction Phase and Supplemental Services scope of services;

WHEREAS, CITY and CONSULTANT entered into the Second Amendment to Agreement on December 8, 2017, to extend the Agreement to October 31, 2018, to complete the Project;

WHEREAS, CITY has amended the scope of services, from design of Granular Activated Carbon treatment facility to low profile air strippers in order to properly evaluate said systems for use in future similar treatment projects and their ability to address carbon dioxide issues;

WHEREAS, CITY has amended the scope of services to include a Perchloroethylene (PCE) Plume Study which is one of the conditions imposed by the State prior to processing a grant funding for the project;

WHEREAS, the parties have negotiated and now enter into this Third Amendment to add a Supplemental Services Phase to the Agreement, including a scope of services for the completion of the Supplemental Services Phase and increase in CONSULTANT'S compensation for such expanded scope of services by \$28,500; and

WHEREAS, the City and the Consultant desire to extend the term of the Agreement to December 31, 2020, to allow time to complete the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein conditioned, and for other good and

valuable consideration hereby acknowledge, the parties agree that the aforesaid Agreement be amended as follows:

1. CONSULTANT shall perform the attached Supplemental Services Phase Scope of Services. CONSULTANT shall complete the attached services in a manner to ensure expeditious completion of the Supplemental Phase on or before the Project timeline as set forth in the Agreement as amended herein.

2. CONSULTANT's sole compensation for satisfactory performance of all services required or rendered for the Project pursuant to this Third Amendment shall be a total fee of \$28,500. The fees include all expenses incurred by CONSULTANT in performance of such services. Total CONSULTANT Project costs pursuant to the Agreement are \$356,919.

3. The term of the Agreement is extended to December 31, 2020.

4. The recitals to this Third Amendment are incorporated and made a part of this Amendment.

5. Upon entering into this Third Amendment CONSULTANT agrees it has no claim, demands, or disputes against CITY.

6. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT on June 7, 2016, First Amendment entered into by the City and the Consultant on July 21, 2017, and Second Amendment entered into by the City and the Consultant on December 8, 2017, remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

CITY OF FRESNO,
A California Municipal Corporation

Provost and Pritchard Engineering
Group, Inc., a California corporation

By: _____
Michael Carbajal, Director
Department of Public Utilities

By: Keith Mortensen

Name: KEITH MORTENSEN

Title: VICE-PRESIDENT
(If corporation or LLC, Board Chair,
Pres. or Vice Pres.)

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: Michael Taylor

Name: MICHAEL TAYLOR

By: _____
Deputy Date

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

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: Amanda Freeman 1/3/19
Amanda Freeman Date
Senior Deputy City Attorney

Attachments:
Supplemental Services Phase Scope of Services, Timeline, and Budget

Supplemental Services Phase Scope of Services, Timeline and Budget

PCE Plume Study:

Task 1

An evaluation of readily available public sources and City of Fresno data concerning the potential sources of PCE in City wells PS 117 and PS 284 will be conducted. The evaluation will include information research from the Regional Water Quality Control Board (RWQCB), The California Department of Toxic Substances Control (DTSC), Fresno County Department of Environmental Health, if available Sanborn Fire Insurance Maps for the area within ½ mile of the two well sites and City provided data concerning PCE detections, well completion logs and other data as appropriate.

The intent of the evaluation is to identify potential sources of PCE within the capture zone of the two City wells impacted by PCE and to support the well head treatment program's goals of providing drinking water below the MCL while acting to remove (Cleanup) PCE from groundwater affected by releases from yet unidentified sources. The evaluation will result in a technical memorandum that includes summaries of reviewed regulatory documents concerning PCE, Map(s) indicating potential sources and, if possible from the information available, an assessment of the likely sources impacting PS 117 and PS 284.

Task 2

On March 20th the City of Fresno and Water Board staff held a conference call, concerning the ability of the proposed groundwater treatment system for PS 117 and PS 284 to provide some level of PCE plume capture or management. As discussed at the conference call, lithologic logs and pumping records of the two City wells and other groundwater monitoring wells within one half mile (reviewed in Task 1) will be reviewed for soil type and hydrologic properties. Together, with published hydrologic relationships, this data will be used to assess a range of hydrologic properties to allow for an estimated radius of influence (ROI) from each City well to be calculated. The estimated ROIs will be graphically represented on a map or maps indicating the relationship between the ROI and identified potential sources of PCE. This mapping is intended to support the City's efforts to capture and remove PCE from wells PS 117 and PS 284 through wellhead treatment as proposed. This effort will not include discrete zone sampling, tracer studies, or groundwater modeling.

Project Schedule and Fee:

We will complete this scope adjustment on a time and materials basis for an estimated fee of \$28,500 in addition to our previously agreed budget for the PS 117 PCE Project. The work listed in this Amendment to Agreement will require ninety (90) days to complete from the issuance of the Notice to Proceed.