

## **FOURTH AMENDMENT TO AGREEMENT**

THIS FOURTH AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022, amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and Blair, Church & Flynn Consulting Engineers, a California Corporation (Consultant).

### **RECITALS**

WHEREAS, City and Consultant entered into an agreement, dated August 19, 2021 (Agreement) to provide professional engineering services for the Van Ness Avenue Water Transmission Grid Main (Project) for a total fee of \$287,700, which includes a contingency of \$30,000; and

WHEREAS, on November 17, 2021, the first Amendment to the Agreement was executed utilizing \$10,527 of project contingencies to expand the Consultant's scope of services to include an underground utilities evaluation and increasing the Consultant's total fee to \$268,227 with a remaining contingency of \$19,473; and

WHEREAS, on March 18, 2022, the second Amendment to the Agreement was executed utilizing \$18,921 of project contingencies to expand the Consultant's scope of services to include providing additional engineering services for the project and increasing the Consultant's total fee to \$287,148 with a remaining contingency of \$552; and

WHEREAS, on May 05, 2022, the third Amendment to the Agreement was executed using the remaining contingency of \$552 and an additional \$39,268 to expand the Consultant's scope of services to include soil sampling and a soil management plan, increasing the Consultant's fee by \$39,820 for a total fee not to exceed \$326,968; and

WHEREAS, City desires to expand the Consultant's scope of services including, but not limited to, design services for the proposed alignment and an amendment to the Initial Study and Mitigated Negative Declaration.

WHEREAS, due to the need for additional services, the parties desire to increase the total compensation by an additional \$80,900, increasing the Consultant's fee to a total fee not to exceed \$407,868; 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. **Exhibit A** of the Agreement is amended to expand the scope of services indicated in **Exhibit A1**, attached hereto and incorporated herein by reference.

2. Except as otherwise provided herein, the Agreement, and the Amendments, entered into on August 19, 2021, November 17, 2021, March 18, 2022, and May 5, 2022, respectively, remain in full force and effect.

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

CITY OF FRESNO,  
a California municipal corporation

Blair, Church & Flynn Consulting  
Engineers, a California Corporation

By: \_\_\_\_\_  
Brock D. Buche, PE, PLS  
Director  
Department of Public Utilities

DocuSigned by:  
David Mowry 10/12/2022  
By: \_\_\_\_\_  
580FEB544E26423  
Name: David Mowry

APPROVED AS TO FORM:  
RINA M. GONZALES  
Interim City Attorney

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

DocuSigned by:  
Brandon Collet 10/12/2022  
By: \_\_\_\_\_  
1CFCE444CAA64DB...  
Brandon M. Collet Date  
Supervising Deputy City Attorney

DocuSigned by:  
Adam K Holt 10/12/2022  
By: \_\_\_\_\_  
888EB9090F2054D8...  
Name: Adam K Holt

ATTEST:  
TODD STERMER, CMC, MMC  
City Clerk

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

By: \_\_\_\_\_  
Deputy Date  
Clerk Attesting

Attached: Exhibit A1

## Exhibit A1

### Scope of Services

#### PART 1 SCHEMATIC DESIGN PHASE

- A. Project Management and Administration
  - 1. Attend biweekly progress meetings (Total of 13 meetings)
- B. Utility Coordination
  - 1. Conduct office and field investigations
- C. Ground Penetrating Radar (GPR)
  - 1. Perform GPR work to determine unknown facilities below ground, if recommended (Bess Testlabs)
- D. Alignment Analysis
  - 1. Conduct site investigations
  - 2. Obtain and incorporate record information
  - 3. Incorporate survey information
  - 4. Conduct right-of-way and property line research
  - 5. Prepare base mapping
  - 6. Develop water main alignment
- E. Hydraulic Analysis
  - 1. Complete hydraulic modeling (Akel Engineering)
- F. Schematic Design (30%) Plans
  - 1. Prepare Schematic Design (30%) Plans

#### PART 3 CONSTRUCTION DOCUMENT PHASE

- A. Final (90% and 100%) Plans, Specifications and Estimate
  - 1. Prepare Draft Final (90%) Plans, Specifications and Estimate
  - 2. Prepare Final (100%) Plans, Specifications and Estimate

#### ENVIRONMENTAL ANALYSIS

- A. Addendum to the CEQA IS/MND, including reassessments of the topics in CEQA Guidelines Appendix G. It is assumed that none of the topics will require substantial updates or full technical studies except for Cultural Resources and Hazards and Hazardous Materials.
- B. Updates to the Hazardous Materials Survey (Rincon)
  - 1. Request new records and review new information
  - 2. Revise Hazards Memo letter report
- C. Updates to the Cultural Resources Assessment (Rincon)

1. Field survey of new area
2. Addendum to the Cultural Resources Assessment report
- D. Perform soils sampling as required (Krazan)
- E. Assist with City Council adoption (if required)
- F. Post Addendum on State Clearinghouse
- G. Complete Project Modification Request for the Indirect Source Review (ISR), submit to San Joaquin Valley Air Pollution Control District, and confirm approval.

The following assumptions have been made for this scope:

1. None of the topics will require substantial updates or full technical studies except for Cultural Resources and Hazards and Hazardous Materials.
2. None of the updates or reassessments will identify any new or more severe environmental impacts, or any new mitigation measures.
3. The City will not require public noticing; if adoption by City Council is required, it will be on the consent calendar rather than a discussion item.

#### **OPTIONAL SERVICES**

- A. Surveys
  1. Conduct Control and Topographic Surveys
    - a) Survey existing property lines and easements
    - b) Survey existing utility features accessible from ground surface
    - c) Survey existing man-made features
    - d) Survey existing topographic features

#### **Services Outside of Scope**

Services not included under our scope of work, but that may be provided upon request, include the following:

1. Preparation of Stormwater Pollution Prevention Plan (SWPPP) or Dust Control Plan (DCP), which will be required of the Contractor by the project specifications.
2. Property corner surveys or preparation of records of survey
3. Analysis or studies outside those already performed
4. Acquisition of building permits
5. Attendance at public meetings beyond those described above
6. Design services related to the relocation of franchise utilities
7. Construction staking
8. Daily construction inspection and testing
9. Payment of fees
10. Acquisition of title information
11. Determination of underground utility locations by "pothole" methods

12. Daily construction inspection or testing services
13. Preparation of traffic control plans
14. Noise technical study
15. Traffic study
16. Preparation of easements
17. Preparation of cross-access agreements
18. Coordination with property owners or other public outreach efforts

### Professional Services Fee

Blair, Church & Flynn will provide the engineering services described in the above Scope of Services on a customary time and materials basis according to the Fee Schedule shown in Exhibit A. The fees are estimated as follows:

Part 1 Schematic Design Phase	\$31,500.00
Part 3 Construction Document Phase	\$4,000.00
Environmental Assessment	\$45,400.00
<b>TOTAL PROFESSIONAL SERVICES FEE</b>	<b>\$80,900.00</b>

### Optional Services

Surveys	\$15,800.00
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Additional services not specified in the Scope of Services are available upon request and can be provided on a time and materials basis, according to the Fee Schedule shown in Exhibit A.

### Schedule

Blair, Church & Flynn will continue work on the project in coordination with the City, and is prepared to start design efforts for the additional scope of work for Phase 2 of the project immediately upon acceptance of this proposal, the execution of a Professional Services Agreement, and the issuance of a Notice to Proceed.

Please don't hesitate to contact me at (559) 326-1400 if you have any questions.

Best regards,

BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS



Zachary Smith, PE  
Project Engineer

### Attachments:

Attachment 1: Location Map

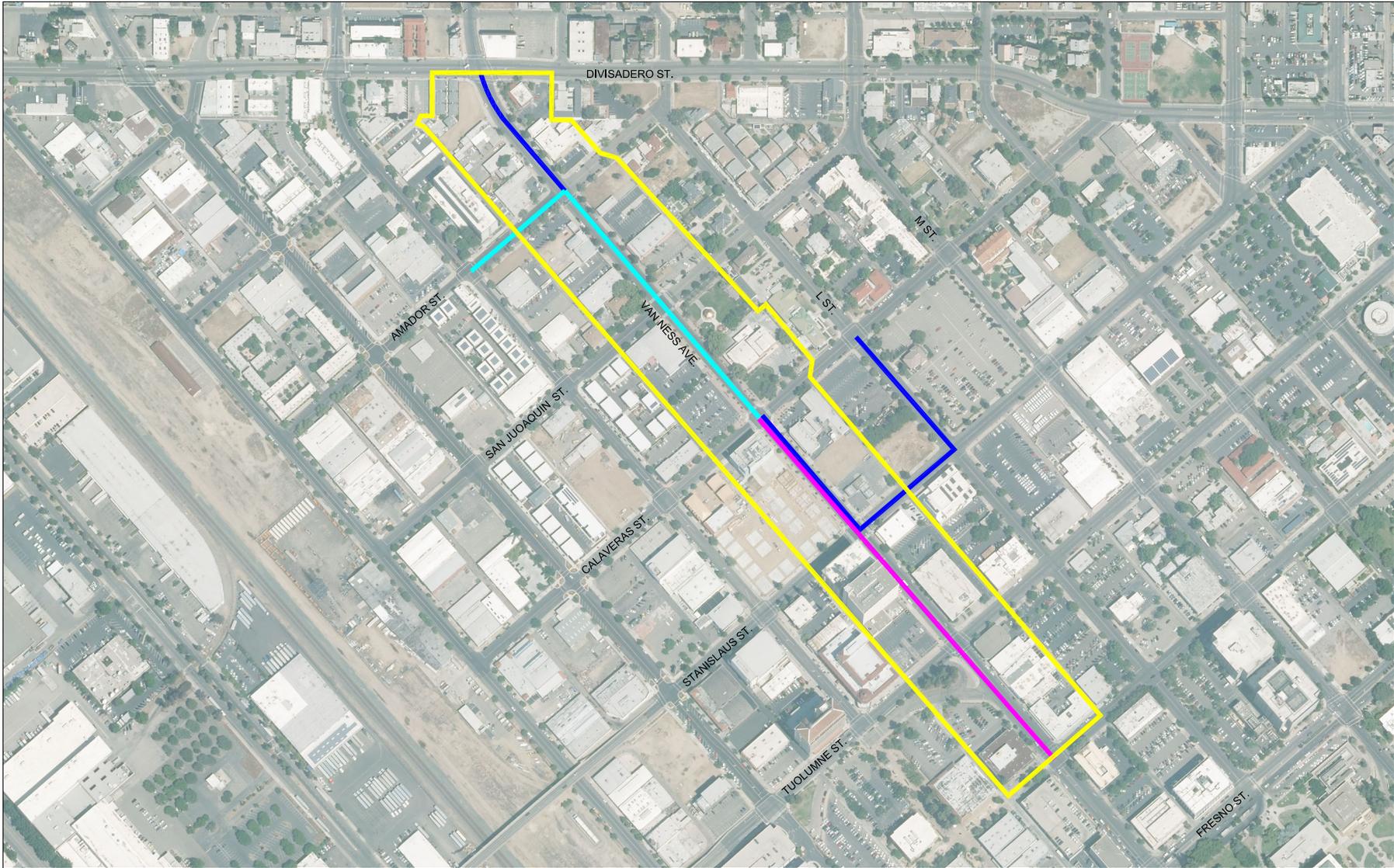
**Exhibit A: Professional Services Fee Schedule**

General Consulting Prevailing Wage 2021

<u>CLASSIFICATION</u>	<u>RATE</u>
Principal.....	\$170.00/Hour
Program Manager.....	\$165.00/Hour
Professional Engineer 3.....	\$160.00/Hour
Professional Engineer 2.....	\$150.00/Hour
Professional Engineer 1.....	\$140.00/Hour
Assistant Engineer 3.....	\$120.00/Hour
Assistant Engineer 2.....	\$110.00/Hour
Assistant Engineer 1.....	\$105.00/Hour
Professional Land Surveyor 2.....	\$150.00/Hour
Professional Land Surveyor 1.....	\$140.00/Hour
Assistant Surveyor.....	\$105.00/Hour
Land Services Technician.....	\$95.00/Hour
Professional Landscape Architect.....	\$125.00/Hour
Landscape Designer.....	\$100.00/Hour
Design Technician.....	\$110.00/Hour
CAD Technician 3.....	\$98.00/Hour
CAD Technician 2.....	\$88.00/Hour
CAD Technician 1.....	\$75.00/Hour
Environmental Consultant.....	\$120.00/Hour
Construction Manager.....	\$120.00/Hour
Construction Inspector**.....	\$100.00/Hour
Construction Administrator.....	\$85.00/Hour
Staff Analyst.....	\$90.00/Hour
Administrative Assistant.....	\$65.00/Hour
Engineering Aide.....	\$55.00/Hour
Survey Party Mobilization.....	\$80.00/Hour
1-Man Survey Party**.....	\$180.00/Hour
2-Man Survey Party**.....	\$350.00/Hour
LiDAR Scanner.....	\$200.00/Hour
Equipment Rental and Associated Expense.....	Cost x 1.10
Materials, Printing, Subconsultant Procurement.....	Cost x 1.10
Mileage.....	@ Current IRS Rate

\*\* May be subject to change based upon revisions to the State of California Prevailing Wage Determinations

# VICINITY MAP VAN NESS TGM



NOT TO SCALE

-  PHASE 1
-  PROPOSED PHASE 2
-  ORIGINAL PHASE 2 SCOPE
-  BOUNDARY

