

**SEVENTH AMENDMENT TO
AGREEMENT**

THIS SEVENTH AMENDMENT TO AGREEMENT (Amendment) made and entered into effect the ____ day of _____, 201__ (Effective Date) amends the Agreement heretofore entered into between the CITY OF FRESNO, a California municipal corporation (CITY), and PROVOST & PRITCHARD ENGINEERING GROUP INCORPORATED, a California corporation (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, September 25, 2015, and February 10, 2016 (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 (Project) for a total fee of \$1,665,000 plus a contingency of \$166,500; 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 Northeast Surface Water Treatment Facility (Facility), connection of the existing source water supply from the Enterprise Canal to the basin, and piping from the existing storage tank on the Facility site to the basin, resulting in a total fee of \$1,832,000 plus contingency of \$183,200; and

WHEREAS, the Second Amendment to Agreement utilized contingency funds to cover additional work for the Project associated with the addition of temporary easements; and additional services associated with environmental services, right-of-way acquisition services, and completing design and construction of the Ancillary Project, resulting in a total fee of \$1,876,700 plus a contingency of \$138,500; 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, resulting in a total fee of \$2,679,244 plus a contingency of \$38,500; and

WHEREAS, the Fourth Amendment included additional work for the Project Part 2 and Part 9 utilizing contingency funds to cover additional work, resulting in a total fee of \$2,707,574 plus a contingency of \$10,170; and

WHEREAS, the Fifth Amendment included additional work for the Project Part 2 and Part 4, as well as a reduction of work in the Project Part 7 and Part 8

to cover the additional work, resulting in a total fee of \$2,704,101 plus a contingency of \$13,643; and

WHEREAS, the Sixth Amendment included work for the Project Part 8, including preparation of conformed plans and specifications, submittal review, attendance at project construction meetings, project site visits, and preparation of record drawings, resulting in a total fee of \$2,870,802 plus a contingency of \$13,643; and

WHEREAS, the parties recognize the original estimate of work for the General Construction Contract Administration Phase of the Agreement underestimated the quantity of submittals, requests for information, agency coordination regarding environmental permitting, and coordination with other third party CITY contracts for supervisory control and data acquisition (SCADA) and a radio communication tower on the Facility site, as well as revisions to the raw water control scheme to address modifications to the management of the Friant-Kern Canal water allocation; and

WHEREAS, the parties have negotiated changes in compensation that result in an increase in the total compensation of \$201,000, including a \$34,000 supplemental amount, and an additional \$30,000 contingency, 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 as amended by Amendment No. 6 is further amended to include the following:

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

- Participate in weekly Submittal and Request for Information coordination meetings with the City Project Manager and Project Engineer;
- Review and preparation of responses to as many as 100 (originally estimated 60) Requests for Information from the contractor;
- Review and preparation of responses to as many as 150 (originally estimated 80) Submittals from the contractor;

- Review and preparation of responses to as many as 75 (originally estimated 15) Re-submittals from the contractor;
 - Provide technical coordination between the Project and third party CITY contracts for SCADA and a radio communication tower on the Facility site; and
 - Provide Supplemental Services tasks that are not specifically defined as Part 8 - Construction Phase and General Construction Contract Administration Phase services. CITY and CONSULTANT shall jointly identify such tasks and shall agree on the level of effort and cost prior to expenditure of the effort on any task. CITY's approval is required prior to CONSULTANT incurring any compensable costs. Parties anticipate that the first task will be: Prepare a revised piping and control valve configuration for the connection to the Facility.
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 not to exceed fee of \$3,085,445 allocated as follows:
- Part 1 through Part 7 services and fees remain as a not to exceed maximum of \$2,704,101, plus \$6,513.98 of the previously-approved contingency, such services having already been rendered and fees paid.
 - Part 8 Construction Phase and General Construction Contract Administration Phase Services – increase the cost reimbursable not to exceed fee of \$166,701 (per the Sixth Amendment) by \$137,000 to a new not to exceed fee of \$303,701.
 - Supplemental Services – add a cost reimbursable Supplemental Services fee with a not to exceed maximum of \$34,000.
 - Contingency – reduce the previously-approved contingency of \$13,643 to \$7,129.02 and add an additional contingency of \$30,000, resulting in a new contingency amount of \$37,129.02.
3. Cost reimbursable fees will be paid in accordance with the Fee Schedule in Attachment A for each hour of labor and for qualifying expenses incurred.
4. 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.

Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT and as modified in Amendments 1 through 6, remain in full force and effect.

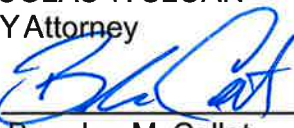
Signatures appear on next page.

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


CITY OF FRESNO,
a municipal corporation

By: _____
Thomas C. Esqueda,
Director of Public Utilities

ATTEST:
YVONNE SPENCE, CMC
CITY Clerk
By: _____
Deputy Date

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
CITY Attorney
By:  _____ 11/24/16
Brandon M. Collet Date
Deputy

PROVOST & PRITCHARD
Engineering Group Incorporated,
a California corporation

By:  _____
Name: RONALD J. SAMUELIAN

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

By:  _____
Name: MICHAEL G. TAYLOR

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

ATTACHMENT A

FEE SCHEDULE

CITY OF FRESNO DEPARTMENT OF PUBLIC UTILITIES - WATER DIVISION (CITY)

AND

PROVOST & PRITCHARD ENGINEERING GROUP, INC. (CONSULTANT)

FRIANT-KERN CANAL PIPELINE

CONSULTANT's scope of services includes Cost Reimbursable Fee activities. This Attachment A provides the basis for payment on those activities. Hourly labor rates are inclusive of raw salary, benefits, and all other salary costs including expenses (direct and indirect) not specifically identified as allowable in the schedule.

	Grade 1	Grade 2	Grade 3	Grade 4
ENGINEERING STAFF				
Assistant Engineer	\$ 85.00	\$ 91.00	\$ 98.00	\$105.00
Associate Engineer	\$110.00	\$117.00	\$124.00	\$130.00
Senior Engineer	\$135.00	\$145.00	\$155.00	\$165.00
Principal Engineer	\$170.00	\$178.00	\$186.00	\$195.00
TECHNICAL STAFF				
Assistant Technician	\$ 65.00	\$ 75.00	\$ 85.00	\$ 90.00
Associate Technician	\$ 95.00	\$100.00	\$105.00	\$110.00
Senior Technician	\$120.00	\$125.00	\$130.00	\$135.00
SUPPORT SERVICES				
Administrative Assistant	\$ 55.00	\$ 61.00	\$ 68.00	\$ 75.00
Project Administrator	\$ 65.00	\$ 71.00	\$ 78.00	\$ 85.00
PROJECT COSTS:				
Mileage	IRS value + 15%			
Outside Consultants	Cost + 15%			
Direct Costs	Cost + 15%			

This schedule supersedes previously published fee scheduled as of the effective date. Multi-year contracts are subject to any subsequent changes in these rates.