

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this ____ day of _____, 2016, amends the Agreement heretofore entered into between the CITY OF FRESNO, a California municipal corporation ("CITY"), and AECOM Technical Services, Inc., a California corporation ("CONSULTANT").

RECITALS

WHEREAS, the CITY and CONSULTANT entered into an agreement, dated September 25, 2015, amended January 6, 2016, for professional engineering services for the design of plans and general construction documents for Sewer Rehabilitation/Replacement in the Congo and H/Broadway Downtown Alleys and related work, ("Agreement"); and

WHEREAS, the CITY desires to modify the design for a 170' section of sewer main located between MH2755-66 and MH2755-67 intended for abandonment and now must be rehabilitated due to potential development plans for The Hotel Fresno in the Fulton Mall; and

WHEREAS, the CITY desires to modify the Agreement to include such additional work in the Scope of Services; and

WHEREAS, the parties desire to modify the Agreement to include the full description of services of the rehabilitation/replacement of all sewers intended by the parties to be originally included; and

WHEREAS, due to the need for additional design services, the parties desire to increase the compensation by \$6,931 to complete the original and amended scope of services; and

WHEREAS, CONSULTANT agrees that it has no claim, demands or disputes against CITY.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, wherein recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration thereby acknowledge the Parties agree that the aforesaid Agreement be amended as follows:

1. CONSULTANT shall provide additional services as described in **Attachment A**, attached hereto and incorporated herein by reference.

2. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be \$6,931 for a revised total fee of \$76,846. Such total fee includes all expenses incurred by CONSULTANT in performance of such services. Statements may be rendered monthly and shall be payable in the normal course of CITY business. Such statements shall be for an amount

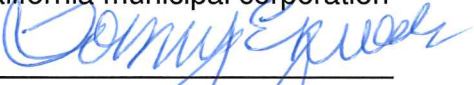
no greater than that attributable to the Task upon which CONSULTANT is then engaged as provided in **Attachment A**.

3. 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 or the Agreement, shall be null and void.

4. Except as otherwise amended herein, the Agreement entered into by CITY and CONSULTANT, dated September 25th, 2015, and amended on January 6, 2016 remains in full force and effect.

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


CITY OF FRESNO,
a California municipal corporation

By: 
THOMAS C. ESQUEDA,
Director
Department of Public Utilities


ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By:  4/1/16
BRANDON M. COLLET Date
Deputy City Attorney

AECOM Technical Services Inc., a California Corporation

By: 
Name: Sujan Punyamurthula

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

By: 
Name: Henry Liang

Title: Operations Manager
(if corporation or LLC, CFO, Treasurer, Secretary or Assistant Secretary)

Addresses:

City of Fresno
Attention: Sarah Aguila,
Senior Engineering Technician
5607 West Jensen
Fresno, CA 93706
Phone: (559) 621-5294
FAX: (559) 498-1700

CONSULTANT:
AECOM Technical Services, Inc.
Attention: Teddy Hioe,
Project Manager
1360 E. Spruce Ave.
Fresno, CA 93711
Phone: (559) 448-8222
FAX: (559) 448-8233

Attachments: Attachment A – Additional Scope of Work
Exhibit A-1 – Location Map

ATTACHMENT A

ADDITIONAL SCOPE OF WORK

As part of the "Rehabilitation and Replacement in the Congo and H/Broadway Alleys" (Project) an existing section of pipe consisting of approximately 175 linear feet of 10-inch pipe was planned to be abandoned. The Hotel Fresno (Hotel) is adjacent to the section of pipe planned to be abandoned. The Hotel currently has two laterals that directly connect to an existing manhole (SSMH 2755-80). There is a potential plan to reopen the Hotel, and this reopening would require a portion of the existing pipe be utilized to serve the hotel. Therefore, some of the existing sewer system pipe can no longer be abandoned.

Based on conversations with the City, it was determined that it would be most cost effective and expedient if the existing 175 linear feet of 10-inch pipe be rehabilitated. In addition, a new manhole and approximately 5 linear feet of 10-inch gravity sewer pipe will be constructed. The location of this Project as described above is shown on the attached drawing in Attachment A-1, incorporated by reference herein.

Scope of Services

AECOM will perform the following additional engineering tasks:

1. Review/Evaluate the CCTV video for the additional 10-inch pipe to be rehabilitated/replaced.
2. Analyze the pipe to determine the CIPP liner thickness required for the 10-inch pipe.
3. Incorporate the additional 10-inch pipe and manhole modifications into the Plans, Specifications, and Opinion of Probable Cost for the 90% Design and Final Design.

The tasks associated with Parts 3, 4, and 5 from the original scope of work will also be performed for the additional sewer system being added to the Project.

EXHIBIT A-1
 CONGO & H/BROADWAY DOWNTOWN ALLEYS

LEGEND

- SEWER THAT NEED TO BE REPLACE/REHAB NOW
PER COLLECTION SYSTEM MAINTENANCE
- SEWER THAT NEED TO BE REPLACE/REHAB
DUE TO THE SIZE AND AGE OF THE PIPE
- SEWER TO BE ABANDON

