

SIXTH AMENDMENT TO AGREEMENT

THIS SIXTH AMENDMENT TO AGREEMENT (Amendment) made and entered into effect the ____ day of _____, 2017 (Effective Date) amends the Agreement heretofore entered into between the CITY OF FRESNO, a California municipal corporation (CITY), and QUAD KNOPF, INC., a California corporation (CONSULTANT).

RECITALS

WHEREAS, CITY and CONSULTANT entered into an agreement, dated March 19, 2007, and as amended on April 12, 2010, January 30, 2012, April 30, 2012, June 12, 2014, and March 9, 2016, (Agreement) to provide professional engineering services for the design of plans and general construction contract documents for a Two Million Gallon Underground Water Reservoir and Booster Pump Station (Project) for a total fee of \$837,496 and a contingency fee in the amount not to exceed \$83,750 for any additional work authorized by the Director of Public Utilities; and

WHEREAS, the First Amendment to Agreement, dated April 12, 2010, to modify the Project description to increase the tank size to a Three Million Gallon, partially buried water reservoir and booster pump station, among other changes, and to extent the time of performance, and reallocate fee from Part 5 – Construction Phase and General Construction Administration to Parts 1, 2, and 3; and

WHEREAS, the Second Amendment to Agreement, dated January 30, 2012, to modify the scope to add certain design enhancements, resulting in an increase to CONSULTANT's compensation in the amount of \$45,150 from the project contingency, leaving a contingency balance of \$38,600; and

WHEREAS, the Third Amendment to Agreement, dated April 30, 2012, to modify the scope to add certain design enhancements, to extend the time of performance, and increase compensation to CONSULTANT in the amount of \$11,800 from the contingency, leaving a balance of \$26,800; and

WHEREAS, the Fourth Amendment to Agreement, dated June 12, 2014, to add to Part 5 – Construction Phase and General Construction Administration scope and fee that was reduced in the First Amendment to Agreement for a total Part 5 fee of \$249,960 while maintaining a current contingency amount of \$26,800 and to add 639 calendar day time extension (expiring December 31, 2015) to the Agreement for Part 4 – Bidding and Part 5 – Construction Phase and General Construction Administration; and

WHEREAS, the Fifth Amendment to Agreement, dated March 9, 2016, to add to Part 5 – Construction Phase and General Construction Administration scope and increase compensation to CONSULTANT in the amount of \$26,800 from the

contingency, leaving a balance of \$0 and to add 167 calendar day time extension (expiring June 14, 2016) to the Agreement for Part 5 – Construction Phase and General Construction Administration due to the additional time required to complete services; and

WHEREAS, Project construction is complete as of July 9, 2016, as documented in the City's Notice of Completion; and

WHEREAS, the Agreement for the Part 5- Construction Phase and General Construction Administration did not take into account the 195 calendar day time extension granted to the construction contractor that is twenty-eight calendar days longer than the 167 calendar days extension anticipated in the consultant's Fifth Amendment resulting in additional construction phase services; and

WHEREAS, the parties have negotiated an increase of \$11,000 in CONSULTANT's compensation to add to the current Part 5 – Construction Phase and General Construction Administration scope of services; and

WHEREAS, the parties have agreed to a twenty-eight calendar day extension (expiring July 12, 2016) to the Agreement for Part 5 – Construction Phase and General Construction Administration due to the additional time required to complete services; and

WHEREAS, with entry into this Agreement, CONSULTANT agrees CONSULTANT has no claim, demand, or dispute against CITY.

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's sole compensation for satisfactory performance of all services required or rendered for the Project pursuant to this Amendment shall be a total fee increase of \$11,000. Compensation includes all expenses incurred by CONSULTANT in performance of such services. Total CONSULTANT Project cost pursuant to this Agreement is \$1,182,206.

2. The Agreement for Part 5 – Construction Phase and General Construction Administration will expire on July 12, 2016.

3. Except as otherwise provided herein, the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment entered into by CITY and CONSULTANT on March 19, 2007, April 12, 2010,

January 30, 2012, April 30, 2012, June 12, 2014 and March 9, 2016, respectively, remain in full force and effect.

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

QUAD KNOPF, INC.,
A California Corporation

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

By:  _____

Name: Michael D. Knopf _____

ATTEST:
YVONNE SPENCE, CMC
CITY Clerk

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

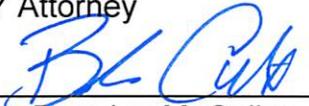
By: _____
Date

By:  _____

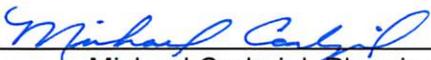
Name: Janel Freeman _____

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
CITY Attorney

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

By:  _____ 1/12/17
Brandon M. Collet Date
Deputy City Attorney

REVIEWED BY:

 _____
Michael Carbajal, Planning Manager
Department of Public Utilities

Addresses:
CITY:
City of Fresno
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Planning Manager
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CONSULTANT:
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Engineering Operations Manager
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Fresno, CA 93710
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