

FOURTH AMENDMENT TO AGREEMENT

THIS FOURTH AMENDMENT TO AGREEMENT (Fourth Amendment) made and entered into as of this _____ day of _____, 2019, amends the Agreement entered into between the CITY OF FRESNO, a municipal corporation, (CITY), and Provost and Pritchard Engineering Group, Incorporated (CONSULTANT), on June 7, 2016 (Agreement) .

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 increase CONSULTANT'S compensation by \$65,946 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 and CONSULTANT entered into the Third Amendment to Agreement on January 17, 2019, to increase CONSULTANT'S compensation by \$28,500 to add a Perchloroethylene (PCE) Groundwater Plume Study which is one of the conditions imposed by the State prior to processing a grant funding for the project and to extend the Agreement to December 31, 2020, to complete the Project; and

WHEREAS, with this Fourth Amendment, the City and the Consultant desire to increase CONSULTANT'S compensation by \$156,000 for completion of additional services set forth in Exhibit A, Scope of Services.

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 and complete the attached Scope of Services in a manner to ensure expeditious completion of the project 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 Fourth Amendment shall be a total fee of \$156,000. The fees include all expenses incurred by CONSULTANT in performance of such services. Total CONSULTANT project costs pursuant to the Agreement are \$512,919.

3. The recitals to this Fourth Amendment are incorporated and made a part of this Amendment.

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

5. 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; Second Amendment entered into by the City and the Consultant on December 8, 2018; and Third Amendment entered into by the City and the Consultant on January 17, 2019, remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Fourth 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: 

Name: Keith Mortensen

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

ATTEST:
YVONNE SPENCE, MMC CRM
City Clerk

By: 

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:  5/10/19
Amanda Freeman Date
Senior Deputy City Attorney

Attachments:
Exhibit A – PS 117 and PS 284 Scope of Services for Fourth Amendment

EXHIBIT A

PS 117 and PS 284 Scope of Services for Fourth Amendment

Project Understanding

Additional services for the PS 117 and PS 284 PCE treatment project have been requested to include:

1. Upgrade of the electrical infrastructure at PS 284 to accommodate an increase in motor size. The 75 HP constant speed drive motor will be upsized to a 100 HP variable speed drive.
2. Revision of the PS 117 drawings to include a third air stripper. The third air stripper will no longer be labeled as future and a Diffused Bubble style Air Stripper will be installed in the location currently labeled for future equipment.
3. Provide general grant administration assistance for the Proposition 1 funding including assistance with the preparation of:
 - Monitoring and Reporting Plan (MRP)
 - Project Assessment and Evaluation Plan (PAEP)
 - Operations and Maintenance Plan
 - Draft and Final Project Reports

Scope of Services

Our proposed scope of services for this project is segregated into several tasks and sub-tasks. Specific activities included in each task are described below. Recognize that the attached fee estimate reflects budget projections of our time and expenses required to perform the described work; while individual task budgets may be exceeded, the total budget estimate will not be exceeded without prior additional authorization.

SCOPE

Part 1: Schematic Design Phase

No changes included with this amendment.

Part 2: Design Development Phase

A. PRELIMINARY PLANS, SPECIFICATIONS AND ESTIMATES

1. Revise preliminary (60%) plans for wellhead treatment construction project, including the following sheets:
 - i. Cover and index (1 sheet)
 - ii. Legend and notes (1 sheet)
 - iii. Demolition plan (1 sheet)
 - iv. Site plan (1 sheet)
 - v. Grading plan (1 sheet)
 - vi. Site piping plan (1 sheet)
 - vii. Building piping details (1 sheet)
 - viii. Miscellaneous details (2 sheets)
 - ix. Building details and sections (3 sheets)

- x. PS 284 Modifications (2 sheets)
- xi. Title 24 sheet (1 sheet)
- xii. Landscape plan (1 sheet)
- xiii. Irrigation plan (1 sheet)
- xiv. Landscaping details (1 sheet)
- xv. Design criteria sheet (1 sheet)
- xvi. Process flow diagram (1 sheet)
- xvii. Hydraulic profile (1 sheet)
- xviii. Booster pump details (1 sheet)
- xix. Treatment equipment details and sections (2 sheets)
- xx. Architectural floor plan, elevations, and building sections
- xxi. Building structural foundation and framing plans
- xxii. Building electrical power and lighting plans
- xxiii. Building mechanical plans
- xxiv. Building plumbing plans
- 2. Prepare preliminary technical specifications
- 3. Prepare itemized estimate of quantities and cost
- 4. Submit preliminary (60%) plans, specifications and estimate (PS&E)
 - a. Internal QA/QC review prior to submittal
 - b. Three 11 x 17 and one electronic (.PDF) copy

Assumptions:

- a) The treatment project (6027 Glenn site) will be bid as a single project with the raw water pipeline project and PS 284 Project but will have separate plan sets.
- b) City up-front contract documents (DIV 0 and 1) will be used
- c) No new standby power generator is included in the project. It will be shown on the CUP exhibits as future.
- d) The three air strippers will be located inside of an approximately 70' x 30' decorative/textured CMU building

B. PERMITTING ASSISTANCE

- 1. Coordinate with the State Water Resources Control Board – Division of Drinking Water (DDW) regarding the project
- 2. Contact the San Joaquin Valley Air Pollution Control District regarding the permitting requirements for the air stripping treatment plant and assist the City with applying for a permit to construct.

Assumptions:

- a) City will pay for all permit fees directly
- b) The City will handle coordination with residences adjacent to new PS 117 site regarding aesthetic impacts, construction activities, and construction of masonry wall along property lines.
- c) The treatment plant will not include off-gas treatment
- d) The three air stripping systems will be procured by the general contractor (i.e. not pre-purchased).

Part 3: Construction Document Phase

A. DRAFT FINAL (90%) DESIGN

1. 60% submittal review meeting with City
2. Address Design Development Phase review comments
3. Prepare draft final plans, including the same sheets listed in the previous phase.
4. Prepare draft final technical specifications
5. Incorporate City up-front contract documents
6. Prepare draft final cost opinions
7. Submit draft final plans, specifications and estimate
8. Internal QA/QC review prior to submittal

B. FINAL (100%) PLANS, SPECIFICATIONS AND ESTIMATES

1. 90% submittal review meeting with City
2. Address draft final review comments
3. Prepare final plans
4. Prepare final technical specifications
5. Prepare final opinion of probable construction costs
6. Submit final plans, specifications and estimate
7. Internal QA/QC review prior to submittal

C. BUILDING & SAFETY DEPARTMENT PLAN CHECK

1. Submit four full-size plansets and two sets of structural calculations for Building & Safety Department Plan check
2. Complete back check process to obtain Building & Safety Department approval
3. Obtain FMFCD plan approval and signatures

Assumptions:

- a) The contractor will prepare and implement Storm Water Pollution Prevention Plan and Dust Control Plan if required

Part 4: Bidding Phase

A. BIDDING SERVICES

1. Attend pre-bid conference
2. Prepare addenda and clarifications as necessary during the bid period

Part 5: Construction Phase

A. CONSTRUCTION SERVICES

1. Attend pre-construction conference
2. Review shop drawings and other contractor submittals
3. Provide general consultation and interpretation of construction documents
4. Respond to Requests for Information
5. Provide periodic site visits / construction observation
6. Prepare and submit record drawings based on contractor field record drawings

Assumptions:

- a) Estimated three site visits.

Part 6: Supplemental Services

No changes included with this amendment.

Part 6: Grant Assistance

- A. Project Management
 - 1. Assist City staff with Grant Project management and administration
 - 2. Prepare and maintain design and construction schedule for the City's Grant Manager
 - 3. Attend site visits with Grant Manager (assumed 2 site visits)
 - 4. Photo monitoring of the site (assumed 3 site visits)
- B. General Compliance Requirements
 - 1. Submit GPS data for project sites
 - 2. Submit Geotracker/GAMA system data
- C. Technical Advisory Committee
 - 1. Assist the City with creating a Technical Advisory Committee
 - 2. Attend kickoff meeting at the City with the committee and prepare Draft summary memo for the City to review and submit to the grant manager
 - 3. Attend additional committee meetings at the City as required (assumed 2 meetings)
- D. Feasibility Study Report
 - 1. It is assumed that the Feasibility Study submitted previously by Provost & Pritchard will fulfill this requirement of the grant. No grant assistance provided by Provost & Pritchard is assumed for this subtask. A separate scope of work for the Plume Management study has already been submitted.
- E. Public Outreach
 - 1. Assist the City with developing outreach materials by providing project photos, graphics, and data on the progress of the project (assumed 3 maps or schematics will be developed and delivered in electronic format)
 - 2. Assist the City with conducting a public workshop. Provost & Pritchard will attend a public work shop meeting held at the City. Provost & Pritchard will prepare an agenda, sign in sheets, and summary of the meeting including photos of the workshop.
- F. Reporting Assistance
 - 1. Provost & Pritchard will assist the City in providing information needed to submit the reports required by the grant:
 - i. Assumed 6 quarterly reports
 - ii. Assumed 2 "As Needed Information Reports" as requested by the Grant Manager
 - iii. Final Project Report and Summary
 - iv. Monitoring and Reporting Plan (MRP)
 - v. Project Assessment and Evaluation Plan (PAEP)
 - vi. Operations and Maintenance Plan. Assumed product data and maintenance sheets will be provided electronically

Assumptions:

- a) The City will take the lead role in complying with the grant requirements and Provost & Pritchard will assist the City as identified in the above scope of services.

SPECIFIC EXCLUSIONS

The following engineering services are specifically excluded from the scope of services but may be provided if requested by the City and following adjustment to this Scope of Services and corresponding fee estimate:

1. Support of any services related to litigation including, but not limited to, expert witness services, responding to subpoenas, participating in depositions, and testifying at trial.
2. Legal descriptions and exhibits
3. Applying for plan amendment, rezoning, or code variances
4. Geotechnical investigations and reports
5. Construction staking
6. Services associated with property acquisition
7. Preparation of dust control plans and storm water pollution prevention plans
8. Payment of agency plan check and permit fees
9. Payment of fees for outside laboratory, equipment, and testing services
10. Potholing and utility locating services
11. Environmental permitting assistance
12. Hydraulic modeling and/or surge analysis
13. Traffic control plans
14. Preparation of Hazardous Materials Business Plan
15. Contractor prequalification
16. Construction management and inspection

ESTIMATED FEE SUMMARY

Provost & Pritchard Consulting Group will perform these services on a lump sum basis, in accordance with the terms of the existing project agreement. Our proposed revised fee budget for the project is as follows:

Proposed Revised Fee – PS 117 PCE Treatment			
Task		Fee	
Task 1: Schematic Design		0	
Task 2: Design Development		\$30,000	
Task 3: Construction Documents		\$47,000	
Task 4: Bidding Phase		\$2,000	
Task 5: Construction Phase		\$2,000	
Task 6: Supplemental Services		0	
Task 7: Grant Assistance	-	\$75,000	
Total Estimated Fee:		\$156,000	