

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("1st Amendment") made and entered into as of this ____ day of _____, 2015, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation, ("CITY"), and Provost & Pritchard Engineering Group, Incorporated., a California corporation ("CONSULTANT").

RECITALS

WHEREAS, CITY and CONSULTANT entered into an agreement, dated the 30th day of April, 2012, for professional engineering services for the design of plans and construction contract documents for the Nielsen Groundwater Recharge Basin ("Agreement") for a total fee of \$186,010 and a contingency fee in the amount of \$18,601 for any additional work authorized by the Director of Public Utilities ("Director");

WHEREAS, the parties have negotiated an increase of \$13,055 in CONSULTANT'S compensation for additional agency coordination and modifications to original facility design to accommodate and expand the City's groundwater recharge program through proportional use of recycled water as allowed by the State Water Resources Control Board and Regional Water Quality Control Board,

WHEREAS, CONSULTANT agrees it has no claim, demands, or disputes 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. Section 1 of the Agreement, first paragraph, first sentence, is amended in its entirety to read as follows:

Scope of Services and Completion Schedule. CONSULTANT shall perform the services described herein and in Exhibit A to complete the Project more fully described in Exhibit A, and this shall include all work incidental to, or necessary to perform, such services even though not specifically described in Exhibit A.

3. Subsection (a) of Section 3 Compensation of the Agreement is amended in its entirety to read as follows:

CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of \$217,666. Such fees include all expenses incurred by CONSULTANT in performance of such services.

4. Subsection (c) of Section 3 Compensation of the Agreement, first sentence is amended in its entirety to read as follows:

For the purposes of determining the division of the total compensation to CONSULTANT as provided in Section 3(a) above, or should performance of any succeeding Part not be authorized by CITY as provided in Section 1 of this Agreement, it is agreed that total compensation shall be allocated to the five Parts of CONSULTANT'S performance as follows: Part 1 – 35%, Part 2 – 19.60%, Part 3 – 41.20%, Part 4 – 1.70%, Part 5 – 2.50%.

5. Work related to the Agreement and this Amendment shall be undertaken and completed in such sequence as to assure expeditious completion, but in any event, work shall be completed on or before Part 5 of the original agreement or the end of the expiration of the respective limits as set forth in the Agreement as amended herein.

6. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated April 30, 2012 remains in full force and effect.

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Exhibit A
Scope of Services
Amendment to Consultant Services Agreement (“Amendment”) between the
City of Fresno (“City”) and
Provost & Pritchard Engineering Group Incorporated (“Consultant”)
for the Changes to the Project’s Design

INTRODUCTION

Recently, the Department has changed the design concept in order to reduce costs and also to allow for construction of some components by City forces such as the earthwork, electrical and on-site piping, while still contracting for the construction of items such as the structural concrete. Currently, the construction documents have been submitted for the 90% review milestone. The design’s concept has also significantly changed in order to reduce costs. These changes will require a redesign of the site as well as the submittal of revised Conditional Use Permit documents.

SCOPE OF SERVICES

Part 2 – Design Development

Consultant will revise the operational statement and site plan for the Conditional Use Permit to reflect the changes to the design which consist of: Eliminating the realignment and reconstruction of the Houghton Canal and associated structures, changing the site from three basins to two basins, and eliminating space set aside for future surface water filtration testing.

Deliverables:

- Site plan exhibit for Conditional Use Permit
- Revised Operational Statement for Conditional Use Permit

Part 3 – Construction Document Phase

Consultant will prepare construction drawings to reflect the changes identified above. The final drawings will identify the requested changes to the earthwork, site piping and site electrical as work to be performed by City forces.

Consultant will prepare final technical specifications in accordance with City standards and the final drawings. Consultant will utilize City provided general conditions, standard specifications, bidding and contract documents. Consultant will revise plans and specifications based on comments received from reviewing departments and agencies and resubmit for their approval. Permitting requirements for the contractor will be addressed in the bid documents.

Deliverables:

- Revised 90% Plans, Specifications and Estimate.
- Deliverables stated in original Scope of Services

Part 4 – Bidding Assistance

Consultant will still assist the City during bidding, however, it is assumed this effort will be reduced as the City is planning to bid the structures only and perform the remaining work with their own forces. Therefore, the tasks identified in the original Scope of Services will remain the same, but the work associated with those tasks will be reduced.

Deliverables:

- Response to Questions
- Addenda

Part 5 – Construction Phase and General Construction Contract Administration

5.1 Construction Administration. It is assumed that the City will be responsible for daily inspection of the project as well as construction staking. P&P will:

- Attend the pre-construction meeting
- Review requests for information, shop drawings and submittals
- Provide general construction observation assistance
- Visit the worksite as needed during construction
- Review progress payments as needed
- Prepare and Submit Record Drawings based on records received from City and Contractor.
- Any necessary changes to the O&M Manual

It is assumed that with the changes identified in the work, and with the City self-performing much of the work, that there will be less submittal and shop drawing review, and responses to contractor requests during construction.

Deliverables:

- Response to Contractor requests and submittals
- Record Drawings

ASSUMPTIONS

The assumptions listed in the original scope of services and agreement are included herein.

SCHEDULE

The schedule outlined below indicates the timeframes in which the activities are anticipated to be completed. Some activities are the responsibilities of outside reviewing agencies or departments, over whom neither the Consultant nor the City have control.

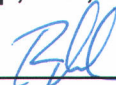
Activity	Duration (weeks)	Total Time (Weeks after NTP)
Revise & Submit Site Plan and Ops Stmt.	Complete	0
Review & Approval by Planning Dept.	4	4
Revise & Submit 90% Plans to Agencies	6	6
<i>Review by Outside Entities (City, FID, County)</i>	4	10
Revise & Submit Final Plans to Agencies	3	13
<i>Review & Approval by Outside Entities (City, FID, County)</i>	2	15
Bidding Assistance	As determined by City	
Construction Support	As determined by City	

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

Provost & Pritchard Engineering
Group, Inc., a California corporation

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


By 

Name RANDY HOPKINS

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

ATTEST:

YVONNE SPENCE, CMC
City Clerk

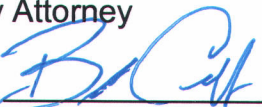
By 

Name MICHAEL TAYLOR

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

By: _____
Deputy

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By:  11/30/15
Brandon M. Collet Date
Deputy