

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) is entered into effective _____, 2020, (Effective Date), by and between the CITY OF FRESNO, a California municipal corporation (City), and BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS, a California Corporation (Consultant). City & Consultant are collectively referred to as Parties.

RECITALS

WHEREAS, the City and the Consultant entered into an agreement on July 26, 2019, (Agreement) for professional consulting engineering services for the design of plans and general construction contract documents for the Recycled Water Extension to Martin Luther King Activity Center (Project) for a total fee not to exceed \$129,700 and a contingency amount not to exceed \$2,000; for a total contract price of \$131,700, and

WHEREAS, the City desires to increase the pipe size from a 12-inch to 24-inch diameter recycled water distribution pipeline, which will necessitate the inclusion of the design of a cathodic monitoring system since it will be ductile iron pipe; and

WHEREAS, due to the need for additional services and as a result of the upsizing of the recycled water main, the Parties desire to modify the Agreement to extend the time for performance, adjust the scope of services, and increase the compensation amount, and

WHEREAS, due to the need for additional services, the Parties desire to increase the compensation by \$55,270 resulting in a total Consultant fee not to exceed \$184,970; and

WHEREAS, due to the upsized recycled water main, the Parties desire to increase the contingency amount by \$8,000 resulting in a total contingency amount not to exceed \$10,000; and

WHEREAS, with entry into this Amendment, the Consultant agrees it has no claim, demand, or dispute against the City.

AGREEMENT

NOW, THEREFORE, the Parties agree that the aforesaid Agreement be amended as follows:

1. Scope of Services: Exhibit A of the Agreement is amended to expand the scope of services to include the "Additional Professional Services" identified in Exhibit A1, attached hereto and incorporated herein.
2. Term of Agreement and Time for Performance: Section 2 of the Agreement shall be replaced, in its entirety, by the following:

This Agreement shall be effective from the date first set forth above and shall continue in full force and effect through the earlier of complete rendition of the services hereunder or July 30, 2021, subject to any earlier termination in accordance with this

Agreement. The services of Consultant as described in Exhibit A and Exhibit A1 are to commence upon City's issuance of a written "Notice to Proceed." Work shall be undertaken and completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed within 736 consecutive calendar days from such authorization to proceed."

3. Compensation: Section 3(a) of the Agreement shall be replaced, in its entirety, by the following:

"(a) Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed One Hundred Eighty Four Thousand Nine Hundred Seventy Dollars (\$184,970), paid on a time and materials basis in accordance with the schedule of fees contained in Exhibit A, and a contingency amount not to exceed Ten Thousand Dollars (\$10,000) for any additional work rendered pursuant to Subsection (c) below and authorized in writing by the Director."

4. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant on July 26, 2019, respectively, remains in full force and effect.

[Signatures follow on the 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

BLAIR, CHURCH, & FLYNN CONSULTING
ENGINEERS,
A California corporation

By: _____
Michael Carbajal, Director
Department of Public Utilities

By: _____
Name: Jeffrey D. Brians

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

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

By: _____ 4/7/2020
Jennifer M. Quintanilla Date
Deputy City Attorney

By: _____
Name: Adam K. Holt

ATTEST:
YVONNE SPENCE, CRM MMC
CITY Clerk

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

By: _____
Date
Deputy

Attachment: Exhibit A1

EXHIBIT A1

ADDITIONAL PROFESSIONAL SERVICES

The professional services described herein are in addition to those described in the existing agreement consisting of the design of a 12-inch recycled water main (RWM) from the connection point at the RWTM SW4 project to a point in Martin Luther King Blvd approximately 700 feet south of Church Avenue, as well as bidding and construction support services. The City now desires that the pipe size be increased to 24 inches, which will necessitate the inclusion of the design of a cathodic monitoring system since it will be ductile iron pipe.

Additional Engineering Services

As of the date of this first amendment to agreement, 90% plans, specifications, and estimate have been prepared and submitted to the City for review, and comments have not been received.

Design Upsized Pipe and Update Existing Plans, Specifications, and Estimate

The existing 12-inch RWM will be redesigned to the larger size as directed by the City. This may require changes to the horizontal alignment, and will require changes to the profile, as well as revisions to the quantities and locations of air release valves and blow-offs. Cover and index sheets will be revised, and details will be added/revised as required for the pipe size change. The specifications will be updated as required for the pipe size change, and the cost estimate will be updated as required to reflect any bid item and quantity changes. When the 90% comments are received, applicable comments will be addressed, and revised 90% plans, specifications, and estimate (PS&E) will be submitted for review. After receipt of comments, 100% PS&E will be submitted for final review. Any final comments will be addressed, and PS&E for bidding will be submitted.

As directed by the City, potholing is not included. It is expected that construction of the larger pipe and lack of pothole information during design will generate more requests for information (RFIs) during construction than the smaller pipe, so additional fees are included for construction services.

Cathodic Monitoring

In conformance with current City practice and direction, RWTM's should have a cathodic monitoring system constructed along with the pipeline. The cathodic monitoring system does not provide corrosion protection but provides a means of monitoring the condition of the pipeline over time. For this project, the system is preliminarily estimated to consist of an insulating joint test station at the connection to Project SW4, five foreign pipe test stations at gas main crossings, and two potential test stations. The plans will be updated to provide details and locations for the test stations, related specification content will be added to the specifications, and the cost estimate will be updated to include the test stations.

Bidding and construction services related to the cathodic monitoring system are included in this scope of services.