

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of _____, 2017, amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation ("CITY"), and Blair, Church and Flynn Consulting Engineers, a California Corporation ("CONSULTANT").

RECITALS

WHEREAS, CITY and CONSULTANT entered into an agreement, dated July 2, 2013, in the amount of \$3,324,000 for professional engineering services for the design of the Recycled Water Distribution System Design, Southwest Quadrant ("Agreement"); and

WHEREAS, the First Amendment to the Agreement was executed on June 30, 2016 in the amount of \$674,240 and

WHEREAS, CITY desires to modify the Agreement to include splitting up project Southwest 1C2, Southwest 1C3, Southwest 1D & Southwest 4 into two separate sets of construction document; and

WHEREAS, City desires to modify final pipe alignments to accommodate newly identify users along Franklin Ave and Fresno Street and

WHEREAS, CITY desires to modify the Agreement to provide additional environmental work, topographic surveying, utilities research, right-of-way mapping and plan and profile preparation; and

WHEREAS, CITY received Environmental comments after the expiration of the comment period from the State Water Resource Control Board to update the cultural figures to depict the new alignments in relation to identified historic places and

WHEREAS, CITY desires to add Environmental work addressing late comments on the Addendum to the Adopted Tiered Mitigated Negative Declaration; and

WHEREAS, due to the need for additional services, the parties desire to increase the total compensation by an additional \$141,540.00 to complete the expanded Scope of Work; and

WHEREAS, with entry into this Amendment, CONSULTANT agrees that CONSULTANT has no claim, demands, or disputes against CITY.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained, to be kept and performed by the respective parties, the parties agree that the aforesaid Agreement be amended as follows:

1. CONSULTANT shall provide additional services as described in **Exhibit 1**, attached hereto and incorporated herein by reference.
2. Exhibit A of the Agreement is amended to add the additional professional scope of services in **Exhibit 1**, attached hereto and incorporated herein by reference.
3. Section 3(a) of the Agreement dated July 2, 2013 is amended in its entirety to read as follows:

“(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 \$4,139,780 and a contingency amount not to exceed \$100,000 for any additional work rendered pursuant to Subsection (d) below and authorized in writing by the Director.”

4. 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 or restate any terms or conditions, or modify the allocation of risk between the parties, provided for within the body of this Amendment or the body of the Agreement, shall be null and void.

5. Except as otherwise provided herein, the Agreement remains 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 California municipal corporation

Blair, Church & Flynn Consulting Engineers,
a California corporation

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

By:  _____
Name: Karl E. Kienow

ATTEST:
YVONNE SPENCE, CMC
City Clerk


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

By: _____
Deputy

By:  _____
Name: Adam K. Holt

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

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

By:  _____ 1/5/17
Brandon M. Collet Date
Deputy City Attorney

Attachment: Exhibit 1

EXHIBIT 1

ADDITIONAL PROFESSIONAL SERVICES

Blair, Church & Flynn Consulting Engineers prepared and submitted a proposal for additional professional services for Projects SW1A, 1B, 1C, 1D & 4, and PS1 to the City of Fresno on 18 September 2014. Among other items, the proposal included extra costs for rerouting the Project SW1C pipeline down Hughes Avenue instead of Nielsen Avenue, and rerouting the Project SW1B pipeline down Blythe Avenue instead of Whitesbridge Avenue. The proposal was accepted by the City with payment through the contingency item on the purchase order. Some of the work remains underway, and some has been completed.

We also prepared and submitted a proposal for additional professional services for Projects SW1A, 1C, 1D & 4, and PS1 to the City of Fresno on 17 May 2016. This proposal included work related to the new pump station site; pipelines to the new pump station site; Hughes Avenue pipeline revisions; the preparation of temporary traffic control plans; Roeding Park, Dennett Avenue, and Palm Avenue pipeline revisions; additional potholing; and the Broadway Plaza pipe realignment. The proposal also defined Project SW1C as the pipeline in Belmont Avenue from Marks Avenue into Roeding Park; Project SW1C2 as the pipeline in Hughes Avenue from Belmont Avenue to Whitesbridge Avenue, and in Whitesbridge Avenue from Hughes Avenue to Trinity Street; and Project SW1C3 as the pipeline that leaves Roeding Park along Dennett Avenue to Palm Avenue, and in Palm Avenue to H Street. The proposal was accepted by the City, and was processed as a change order to the original agreement on 30 June 2016.

Additional work beyond that discussed above and that is not included in our scope is now required for the project, and this letter presents our proposal for those additional professional services for various parts of the Southwest Quadrant of the recycled water system.

Scope of Services

A. Work Required to Split Project SW1C2, SW1C3, SW1D & SW4 into Two Separate Sets of Construction Documents (SW1C2, SW1C3, SW1D & SW4)

Under the original agreement, Project SW1D & SW4 were to be one set of construction documents, intended to be bid and constructed under one construction contract. After Project SW1C was shortened, the City determined that the combined Projects SW1C2, SW1C3, SW1D & SW4 would be too big to bid as one, and requested that it be split into two. The decision was made to combine Projects SW1D and SW1C2 into one set of construction documents, and Projects SW1C3 and SW4 into another.

The split requires the preparation of several additional plan sheets, an additional set of specifications and cost estimate, and additional bidding and construction support services. Each of these items is discussed in the following paragraphs:

1. For the plan revisions, we will prepare additional cover, index, and detail sheets, and modify the already-prepared cover, index, and detail sheets as required for the two separate sets of construction documents. This includes the removal of all steel pipe details from the construction documents for Projects SW1C3 and SW4.
2. For the specifications, we will prepare an additional set of specifications and modify the already-prepared set of specifications as required for the two separate sets of construction documents. This includes the removal of all steel pipe sections from the construction documents for Projects SW1C3 and SW4.
3. For the cost estimates, we will prepare an additional cost estimate, and modify the already-prepared cost estimate as required for the two separate sets of construction documents.
4. For the bidding services, our current agreement includes attending a prebid conference, preparing addenda, and attending a bid opening for one construction contract. We will attend an additional prebid conference, prepare additional addenda, and attend an additional bid opening for the additional construction contract.
5. For the construction support services, our current agreement includes attending a preconstruction conference, reviewing shop drawings and other submittals, providing general consultation and advice, responding to requests for information (RFIs), providing periodic worksite observation, and preparing record drawings for one construction contract. We will attend an additional preconstruction conference, review additional shop drawings and other submittals, provide additional general consultation and advice, respond to additional requests for information (RFIs), provide additional periodic worksite observation, and prepare additional record drawings for the additional construction contract.

B. Additional Pipeline in Fresno Street (SW4)

The Fresno Street pipeline in the original agreement extended to the northeast just past S Street. The City directed that the pipeline be extended further to the northeast to the intersection of Fresno Street and Illinois Street. The extension of the pipeline requires additional environmental work, topographic surveying, additional right-of-way mapping, additional utility search, and plan and profile preparation. Each of these items is discussed in the following paragraphs:

1. An addendum will be prepared for the existing Adopted Tiered Mitigated Negative Declaration, including required biological and cultural resource studies. The addendum will be circulated for the required 15 days in support of the City's application for SRF funds. Also, SRF-related biological and cultural resource documents will be updated.

2. Topographic surveys will be performed along the new route. Aerial photography will be obtained from online sources and also incorporated into the plans
3. Required field and office surveying will be performed to establish the Fresno Street right-of-way.
4. Utility research will be performed for the route.
5. The already-prepared plan and profile drawings will be modified, and new plan and profile drawings will be prepared as required, to accommodate the new route.
6. Bidding and construction support services will be provided for the extra length of pipeline in Fresno Street.

C. Additional Pipeline in Franklin Avenue (SW1C2)

During negotiations with recycled water users, the City determined that several of the cemeteries southeast of the intersection of Belmont and Hughes Avenues were interested in using the water. It was then determined that the best way to serve the cemeteries is to construct a pipeline in Franklin Avenue from Hughes Avenue to approximately 1,400 feet east of Hughes Avenue. A public utility easement will be required; scope and fees for the easement are not included in this proposal and will be provided under the original agreement. The additional pipeline in Franklin Avenue requires additional environmental work, topographic surveying, additional utility search, and plan and profile preparation. Each of these items is discussed in the following paragraphs:

1. An addendum will be prepared for the existing Adopted Tiered Mitigated Negative Declaration, including required biological and cultural resource studies. The addendum will be circulated for the required 15 days in support of the City's application for SRF funds. Also, SRF-related biological and cultural resource documents will be updated.
2. Topographic surveys will be performed along the new route. Aerial photography will be obtained from online sources and also incorporated into the plans.
3. Utility research will be performed for the route.
4. New plan and profile drawings will be prepared as required to accommodate the new route.
5. Bidding and construction support services will be provided for the new pipeline.

D. Additional Environmental Work to Address Late Comments on the Addendum to the Adopted Tiered Negative Declaration (SW1C2, SW1C3, and SW4)

The proposal for additional professional services dated 17 May 2016 discussed above included the necessary environmental work to prepare an addendum to the adopted

tiered mitigated negative declaration (MND) for the project. As required, the addendum was posted and circulated for comments. After the expiration of the comment period, comments were received from the State Water Resources Control Board (SWRCB). According to law, the comments do not need to be addressed. However, since the project funding is provided by the SWRCB, they require that the comments be addressed.

As requested by the SWRCB, the cultural figures in the addendum will be updated to depict the new alignments in relation to identified historic places, and an erratum will be prepared to analyze the revised pipeline alignment along Palm Avenue from Franklin Avenue to North H.