

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this 26th day of April, 2016, amends the Agreement heretofore entered into between the CITY OF FRESNO, a California municipal corporation ("CITY"), and Carollo Engineers, Inc., a Delaware corporation ("CONSULTANT").

RECITALS

WHEREAS, CITY and CONSULTANT entered into an agreement, dated June 26, 2014, for professional engineering services for the design of the Tertiary Treatment and Disinfection Facility at the Fresno/Clovis Regional Wastewater Reclamation Facility ("Agreement"); and

WHEREAS, CITY desires to modify the Agreement to include construction management services for the Recycled Water Pump Station; and

WHEREAS, the parties desire to modify the Agreement to include the Recycled Water Pump Station and extend the agreement duration; and

WHEREAS, due to the need for additional services, the parties desire to increase the total compensation by an additional \$165,384 to complete the expanded Scope of Work; and

WHEREAS, with entry into this Amendment, CONSULTANT agrees that it 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:

The first paragraph of Section 1 is amended in its entirety to read as follows:

1. Scope of Services. CONSULTANT shall perform to the satisfaction of the CITY the services described herein and in **Exhibit D**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit D**.

2. CONSULTANT shall provide additional services as described in **Exhibit D**, attached hereto and incorporated by reference.

3. **Exhibit A** of the Agreement is amended to expand the Scope of Work as indicated in **Exhibit D**, attached hereto and incorporated herein by reference.

4. Section 3(a) of the Agreement 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 \$1,582,972, 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 \$250,000 for any additional work rendered pursuant to Subsection (c) below and authorized in writing by the Director.

5. In the event of any conflict between the body of this Amendment and any Exhibit

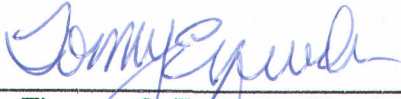
or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify or restate 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.

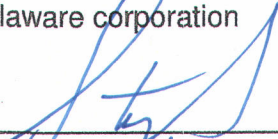
6. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated June 26, 2014, remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

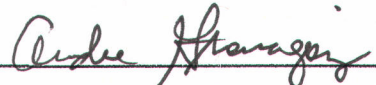
CITY OF FRESNO,
a California municipal corporation


CAROLLO ENGINEERS, Inc.,
a Delaware corporation

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

By: 
Name: Steve Swank
Title: Vice President

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: 
Name: Andre Charagzian
Title: Assoc. V.P.

By: 
Deputy Marco Martinez-Velasquez
4/26/16

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

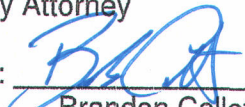
By:  4/4/16
Brandon Collet Date
Deputy City Attorney

Exhibit D

SCOPE OF ADDITIONAL SERVICES
First Amendment to Consultant Services Agreement
between City of Fresno ("City") and Carollo Engineers, Inc. ("Carollo")
Recycled Water Pump Station (RWPS)
PROJECT TITLE

DETAILED SCOPE OF WORK

Task 1 - Conduct Pre-Construction Conference

Task 1.1 - Pre-Construction Conference

We will schedule, coordinate, and conduct a preconstruction conference. This will include preparing an agenda in advance to notify attendees of key items for discussion, and preparing and distributing meeting notes to attendees within 10 days of the conference.

Task 2 - Construction Contract Management

Task 2.1 - Manage Field Inspection Personnel

We will provide part-time to full-time (depending upon the need) resident inspection. Our CM and resident project representative will manage the activities of the field inspection personnel, including the City's materials testing subcontractor. Our resident engineer will prepare daily inspection reports, as well as summary monthly inspection reports, which will be made available to the City. They will also coordinate with City inspectors, the Development Department, and CM staff assigned to this project.

The City will provide CM office space including furniture and power. Carollo will supplement furniture as necessary and provide computer hardware (e.g., computers, printers, etc.).

Task 2.2 - Track Submittals

We will coordinate and manage the shop drawing and submittal review process between the design engineer and the contractor. We will create an electronic log of all submittals and track their review status. We will screen all submittals and determine their completeness before reviewing them or forwarding them to the design engineer for review. Incomplete submittals will be returned to the contractor to correct before review.

Task 2.3 - Prepare Field Memos and Clarifications

We will coordinate and manage preparation of field memos and clarifications of drawings and specifications between the design engineer and the contractor. We will create an electronic log of these documents to allow easy tracking of their status and outcome.

Task 2.4 - Track Requests for Information

We will coordinate and manage the RFI process between the design engineer and the contractor. We will create an electronic log of all RFIs and track their review status. We will screen all RFIs and determine their validity before responding to them or forwarding them to the design engineer for response. Incomplete RFIs, or those where the answer can be found in the contract documents, will be returned to the contractor for revision.

Task 2.5 - Review Monthly Progress Payment Requests

We will evaluate the contractor's monthly progress payment requests and recommend payment by the City if the requirements are met. We will compare requested quantities to the actual quantities completed and negotiate the appropriate progress payment request with the contractor.

Task 2.6 - Review Construction Schedule

We will review and approve the contractor's construction schedule, including updates and revisions, in accordance with the contract documents. Our review will focus on key elements such as logic, duration of activities, duration of startup and testing, and construction sequencing constraints and milestones.

Task 2.7 - Review Change Order Requests

We will review change order requests in conjunction with the design engineer to determine changes in scope and conditions. We will prepare independent cost estimates and negotiate with the contractor. We will prepare and process approved change orders and incorporate them into the contract. We will prepare a log for tracking all potential change orders and agreed-upon change orders.

Task 2.8 - Resolve Conflicts

We will work with all parties involved to resolve potential conflicts at the lowest level before they become an issue. If we cannot reach agreement in the field, we will use a dispute resolution ladder to resolve issues as quickly as possible.

Task 2.9 - Review Labor Compliance

We will monitor project records and review labor compliance of the contractor in accordance with requirements.

Task 2.10 - Conduct Final Inspection

We will schedule and conduct a final inspection of the completed facilities and issue punch lists of uncompleted items where necessary. We will also assist the City in negotiation of unsettled changes or disputes associated with these inspections. When the final punch list items have been completed or resolved, we will recommend acceptance by the City.

Task 3 - On-Site Resident Engineering and Inspection

Task 3.1 - Monitor Contractor's Compliance with Contract Documents

We will review and monitor the contractor's work against the contract documents to ensure compliance. We will report any non-conformances and deficiencies to the City and contractor and will work with the contractor to correct these deficiencies in a timely manner to the satisfaction of the City.

Task 3.2 - Monitor and Review Record Drawings

We will monitor and coordinate the contractor's recording and maintenance of field changes to plans and specifications during construction on a monthly basis, or more frequently as required. At the 50, 75, and 90 percent project completion levels, we will perform a review of the contractor's working record drawings for general completeness and advise the contractor of their status. We will approve progress payments beyond 90 percent completion contingent upon the acceptability of the working record drawings.

Task 3.3 - Special Inspection

Provided by City's materials testing subconsultant

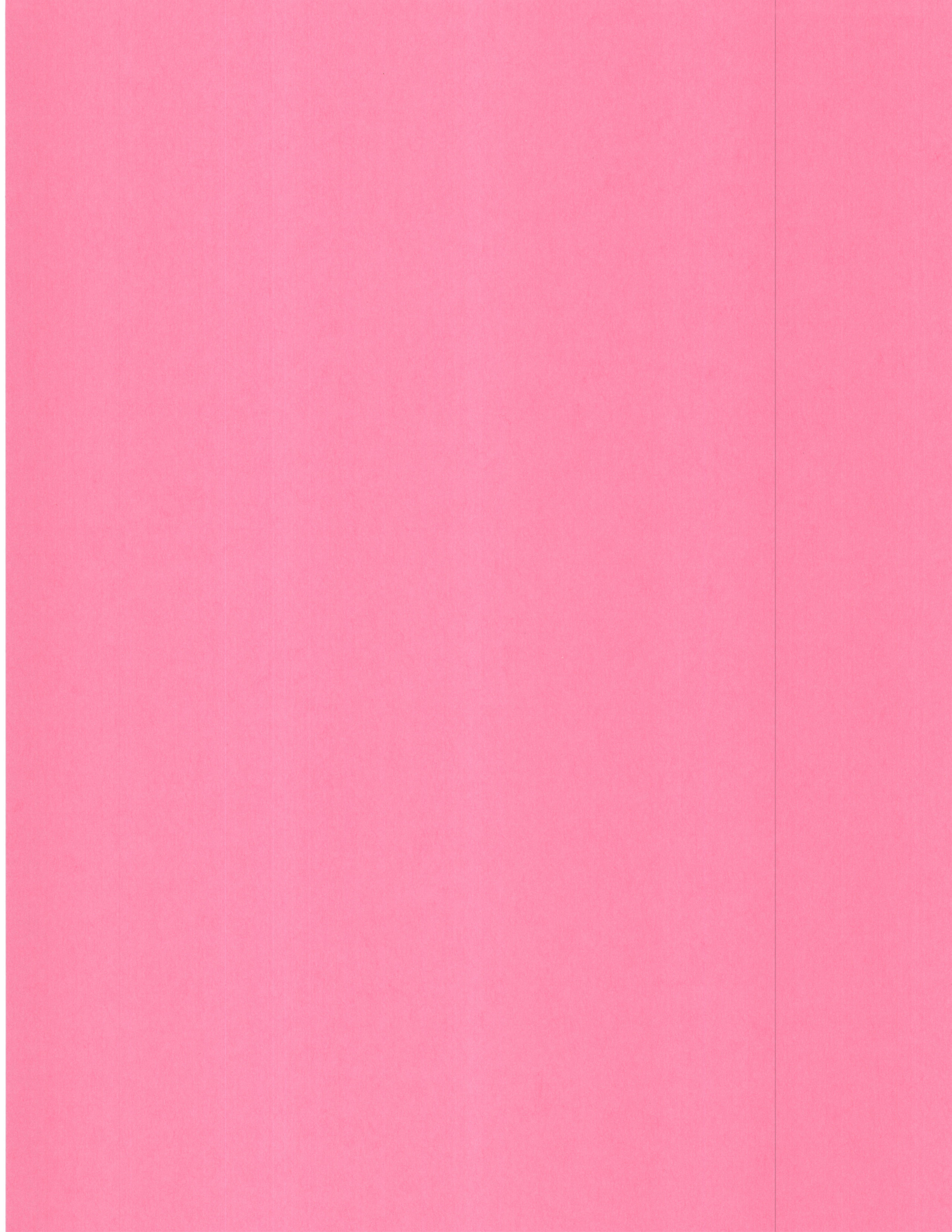
Task 4 - Startup Testing and Operations Assistance

Task 4.1 - Oversee Contractor Startup and Testing

We will oversee facilities acceptance testing and startup in cooperation with the contractor, design engineer, and City and plant staff. Startup and testing services will include assistance with comprehensive testing of functional equipment, sub-systems, and entire treatment processes.

Task 4.2 - Prepare Final Report

This report will include the final status of the project, including total project cost analysis, project progress analysis of planned versus actual milestones, and a summary of contract startup, training, closeout, and acceptance including final resolution of claims or disputed work.





City of Fresno

2600 Fresno Street
Fresno, CA 93721
www.fresno.gov

Legislation Text

File #: ID16-401, Version: 1

REPORT TO THE CITY COUNCIL

April 21, 2016

FROM: THOMAS C. ESQUEDA, Director
Department of Public Utilities

BY: KEVIN L. NORGAARD, PE, Supervising Professional Engineer
Department of Public Utilities - Wastewater Management Division

SUBJECT

Actions Pertaining to the Recycled Water Pump Station, Tertiary Treatment and Disinfection Facility, located at the Fresno-Clovis Regional Wastewater Reclamation Facility (Bid File 3448) (Council District 3 and Fresno County)

1. ***RESOLUTION - Adopt the 37th Amendment to the Annual Appropriation Resolution No. 2015-104 appropriating \$2,300,000 for the Recycled Water Pump Station.
2. Award a construction contract in the amount of \$1,833,967 to Clark Bros., Inc. of Fresno, California, for the construction of the Recycled Water Pump Station.
3. Approve an amendment to the professional services contract with Carollo Engineers, Inc., a Delaware corporation of Walnut Creek, California, in the amount of \$165,384 to provide construction management services for the Recycled Water Pump Station.
4. Approve an amendment to the professional services contract with Moore Twining Associates, Inc. in the amount of \$171,134.23 for materials testing and Special inspection services for the Recycled Water Pump Station.

RECOMMENDATIONS

Staff recommends the City Council appropriate the project funding; approve the construction contract award to Clark Bros., Inc., for the Recycled Water Pump Station (Project), for the Tertiary Treatment and Disinfection Facility (TTDF), located at the Fresno-Clovis Regional Wastewater Reclamation Facility (RWRF); approve a contract amendment with Carollo Engineers, Inc. for construction management services; and approve an amendment with Moore Twining Associates, Inc. for materials testing and special inspection services.

EXECUTIVE SUMMARY

The Department of Public Utilities (DPU), Wastewater Management Division is seeking to adopt the

37th Amendment to the Annual Appropriation Resolution (AAR) No. 2015-104, award a \$1,833,967 construction contract to Clark Bros., Inc. of Fresno, California, as the lowest responsive and responsible bidder. The primary purpose of this construction project is to construct a pump station with the capacity to deliver 5 million gallons per day (mgd) of recycled water from the TTDF to the Recycled Water Transmission Main, currently under construction. In addition, City Council approval is sought for amendments to the professional services contracts with Carollo Engineers and Moore Twining Associates for the additional work at the Project.

BACKGROUND

On August 26, 2010, the City Council approved a professional services contract for the design of the first phase of the Tertiary Treatment and Disinfection Facility (TTDF), in compliance with the City's Recycled Water Master Plan. Concurrent with this effort, the City Council approved a design contract for the first phase of the Recycled Water Distribution System (RWDS), Southwest Quadrant (SWQ) starting at the RWRF. Construction of the TTDF began in December 2014 while the SWQ started in October 2015. The Project is the link between the TTDF and SWQ, delivering recycled water from the TTDF to the RWDS. The design and construction of the Project were excluded from both projects because the recycled water user demand had not been fully quantified at these early stages. However, five "pump cans" were included in the TTDF phase 1 design for the future addition of five pumps. Therefore, the TTDF design included broad design assumptions for the future pump station buildout at full capacity. As commitments for recycled water users have increased and the design of downstream pump stations has developed, a flexible design for the Project would be designed for the current and future phases of the TTDF. The design provides pumping capacity for the current 5 mgd and future 10 and 15 mgd expansion phases.

In October 2015, the consultant services agreement with Parsons was amended to include the design of the Project with the newly acquired design parameters. The design was completed at the end of January 2016 and the construction contract was advertised on February 1, 2016. Bid documents were distributed to 21 prospective bidders. On March 8, 2016, six bids were received. Clark Bros., Inc. was determined to be the lowest responsible and responsive bidder with a submitted bid of \$1,833,967.

At the start of the TTDF construction project, two related professional services contracts also started. The first was with Carollo Engineers, Inc. for construction management services and the second was with Moore Twining Associates, Inc. for materials testing and special inspection services. In order to cover the additional work related to the Project, both contracts must be amended for additional funds. The construction management service contract with Carollo Engineering will require an additional \$165,384. The materials testing contract with Moore Twining Associates will require an additional \$171,134.23. The amendment to Moore Twining Associates' contract also includes an adjustment for California Prevailing Wage. The federally funded loan program required Davis Bacon Wage Rates be incorporated in the bid documents. However, after start of work on the TTDF, it was determined that the higher California Prevailing Wage Rates take precedent over the Davis Bacon Rates. Therefore, a wage differential is included in this contract amendment in addition to the cost to provide services for the Project.

ENVIRONMENTAL FINDINGS

A Mitigated Negative Declaration (MND) was adopted by the Council on June 26, 2014 for this

Project. An analysis has been performed pursuant to CEQA Guidelines §15162 to determine whether subsequent environmental review is required for the Project. Based on this analysis the following findings are made to support the determination that no subsequent environmental review is required:

1. No substantial changes are proposed in the Project which will require major revisions of the previous MND due to the involvement of new significant environmental effects, or a substantial increase in the severity of previously identified significant effects.
2. No substantial changes occur with respect to the circumstances under which the Project is undertaken which will require major revisions of the previous MND due to the involvement of new significant environmental effects, or a substantial increase in the severity of previously identified significant effects.
3. There is no new information which was not known or could not have been known at the time of the previous MND that the Project will have significant effects not discussed in the MND.

Furthermore, since a MND was previously adopted for this Project, the considerations set forth in CEQA Guidelines §15162(a)(3)(C) and (D), related to the adequacy and feasibility of previously adopted mitigation measures, are not applicable. Based upon these findings, it has been determined that no further environmental documentation is required for this Project.

LOCAL PREFERENCE

The lowest responsive and responsible bidder is a local business.

FISCAL IMPACT

This project has no impact to the General Fund and is located in Council District 3. The project is identified in the five year capital improvement plan and included in the five year rate model. Funds in the amount of \$2,000,000 for the construction of this project are budgeted in the 2015 Sewer Enterprise Fund No. 40501. The fiscal impact of this contract and amendments will be \$2,300,000. Funds do exist and are available in the Sewer Enterprise Fund 40501. An AAR is necessary to move the additional funding for this project from the Sewer Enterprise Operating Fund.

Attachments:

37th AAR No. 2015-104

Bid Evaluation & Fiscal Impact Statement

Amendment for Carollo Engineers contract for TTDF

Amendment for Moore Twining contract for TTDF