

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT ("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 CAROLLO ENGINEERS, INC., a Delaware corporation ("CONSULTANT").

RECITALS

WHEREAS, CITY and CONSULTANT entered into a professional services Agreement, dated June 24, 2013 ("Agreement") for the design of plans, generation of construction contract documents, and construction support services for the 80 million gallon per day ("80MGD") Southeast Surface Water Treatment Facility ("SESWTF") which was amended July 21, 2014 ("First Amendment"), and amended on August 24, 2014 (Second Amendment); and

WHEREAS, the First Amendment utilized \$225,000 of the original project contingencies for additional services related to the design of the facility electrical substation resulting in an adjusted CONSULTANT fee of \$9,374,600 and a remaining contingency of \$616,400; and

WHEREAS, the Second Amendment consisted of deferment and defunding of Part Five of CONSULTANT's original scope; to accommodate design and scope changes, including an increase of CONSULTANT's compensation for completion of Parts One through Four of the original Agreement; and utilization of a portion of deferred funding in providing additional engineering services for the design of plans and generation of construction contract documents, resulting in an adjusted total CONSULTANT fee of \$9,427,467 and a remaining contingency of \$563,533; and

WHEREAS, CONSULTANT has completed, and CITY has accepted, Part One, Schematic Design Phase (30 percent design submittal); and

WHEREAS, CONSULTANT has completed, and City has accepted Part Two, Design Development Phase (60 percent design submittal); and

WHEREAS, CONSULTANT has implemented completion of Part Three, Final Design and Bidding (100 percent design submittal); and

WHEREAS, this Amendment consists of design and scope changes for services related to the 80 MGD SESWTF's Final Design and Bidding documents ; and

WHEREAS, the parties have negotiated an increase of \$18,170 in CONSULTANT compensation within the approved Project budget utilizing project contingencies for the work further described in Exhibit A; and

WHEREAS, CITY now desires to amend the CONSULTANT's scope of work to account for changes noted in Exhibit A and in the above stated recitals; and

WHEREAS, with entry into this Amendment, CONSULTANT agrees CONSULTANT 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. 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 for the Project pursuant to this Amendment shall be a total fee of \$18,170 and a total remaining contingency amount of \$545,363 for any additional work rendered pursuant to Subsection (d) below and authorized in writing by the Director. Such fees include all expenses incurred by CONSULTANT in performance of such services. The total Project and contingency cost pursuant to this Amendment is \$9,991,000.

2. Work related to the Agreement and this Amendment assured implementation and expeditious completion of Final Design and Bid documents on or before the expiration of the respective limits as set forth in the Agreement as amended herein.

3. Except as otherwise provided herein, the Agreement, First Amendment, and Second Amendment entered into by CITY and CONSULTANT on June 24, 2013, July 21, 2014, and August 24, 2014, respectively, remain in full force and effect.

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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

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

ATTEST:

YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy Date

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: Brandon M. Collet 8/5/15
Date
Deputy

CAROLLO ENGINEERS, INC.,
a Delaware corporation

By: Lou Carella
Name: Lou Carella

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

By: Michael W. Barnes
Name: Michael W. Barnes

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

**EXHIBIT A
ADDITIONAL SERVICES**

CAROLLO ENGINEERS, INC

City of Fresno Southeast Surface Water Treatment Facility

SCOPE OF SERVICES

Tasks:

1. Amend off-site SESWTF plan and profile documents to include approximately 1,500 LF of sixteen inch (16") diameter ductile iron pipe in Fowler Avenue between the Harvey Avenue Alignment and Olive Avenue.

Design, details and specifications will be based on 30% Preliminary Design documents prepared by AECOM and provided by the City of Fresno.

2. Perform additional field surveying needed to increase detail information beyond the existing SESWTF survey and AECOM 30% Preliminary Design survey. Limits of the 16" pipeline will be from the connection to the existing twelve inch (12") pipe at Fowler Avenue.
3. Coordination with, and design for Caltrans required encroachment permit documents.

Services do not include:

- Fees required for plan check by Caltrans (payable by City of Fresno)
- Revisions to Street Improvement plans for concrete curb, pavement or signals
- Environmental Documents

TIME OF PERFORMANCE

Consultant shall complete services noted above by June 30, 2015

COMPENSATION

Consultant compensation shall be as noted below:

Task Items 1-3, Yamabe & Horn (subconsultant) _____ \$17,500

Consultant Direct Costs

Due to minor scope changes, negotiated Direct Costs for this

Amendment = cost + 3.8% _____ \$ 670

(in lieu of 'cost+10% - per Agreement June 24, 2013)

TOTAL Lump Sum Amount: \$18,170