

## **SECOND AMENDMENT TO AGREEMENT**

THIS SECOND 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 California municipal corporation ("CITY"), and Provost and Pritchard Consulting Group, a California corporation ("CONSULTANT").

### **RECITALS**

WHEREAS, the CITY and CONSULTANT entered into an agreement, dated June 21st, 2013, as amended March 27, 2014, for professional engineering services for the design of new sewer lines in Cedar, Orange, East, and Central Avenues for the Southeast Industrial Growth Area ("Agreement");

WHEREAS, the CITY desires to add fiber optic conduit and pull boxes to the design, bidding services and construction services to the design of new sewer lines in Cedar, Orange, East, and Central Avenues;

WHEREAS, with entry into this Amendment, CONSULTANT agrees that CONSULTANT has no claim, demand or dispute against CITY under the Agreement;

WHEREAS, due to the need for continuing services, the parties desire to increase the compensation by \$13,000 to complete the original and amended scope of services;

WHEREAS, the parties desire to modify the Agreement to revise the project schedule and extend the completion date; 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 above recitals, wherein recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration thereby acknowledge the Parties agree that the aforesaid Agreement be amended as follows:

1. CONSULTANT shall provide additional services as described in **Attachment A**, attached hereto and incorporated herein by reference.

2. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be \$13,000 for a revised total fee of \$132,100. Such total fee includes all expenses incurred by CONSULTANT in performance of such services. Statements may be rendered monthly and shall be payable in the normal course of CITY business. Such statements shall be for an amount no greater than that attributable to the Task upon which CONSULTANT is then engaged as provided in **Attachment A**.

3. 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 the allocation of risk between the

parties, provided for within the body of this Amendment or the Agreement, shall be null and void.

4. Except as otherwise amended herein, the Agreement entered into by CITY and CONSULTANT, dated June 21<sup>st</sup>, 2013, remains in full force and effect.

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

CITY OF FRESNO,  
a California municipal corporation

PROVOST AND PRITCHARD CONSULTING  
GROUP, a California Corporation

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

Title: \_\_\_\_\_  
(if corporation or LLC, Board Chair, Pres. or  
Vice Pres.)

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Name: \_\_\_\_\_

APPROVED AS TO FORM:  
City Attorney's Office

Title: \_\_\_\_\_  
(if corporation or LLC, CFO, Treasurer,  
Secretary or Assistant Secretary)

By: \_\_\_\_\_  
Brandon C. Collet Date  
Deputy City Attorney

Any Applicable Professional License:  
Number: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date of Issuance: \_\_\_\_\_

REVIEWED BY:

\_\_\_\_\_  
Kevin L. Norgaard, PE Supervising  
Professional Engineer  
Department of Public Utilities

Addresses:

City of Fresno  
Attention: Orlando Gonzalez,  
Engineer II  
5607 West Jensen  
Fresno, CA 93706  
Phone: (559) 621-5294  
FAX: (559) 498-1700

CONSULTANT:

Provost and Pritchard Consulting Group  
Attention: Michael Taylor,  
Vice President  
286 Cromwell Avenue  
Fresno, CA 93711  
Phone: (559) 449-2700  
FAX: (559) 449-2715

Attachment: Attachment A – Additional Scope of Work

## **ATTACHMENT A ADDITIONAL SCOPE OF WORK**

Planning and design of new sewer lines in the vicinity of Central Avenue, East Avenue, Orange Avenue and Cedar Avenue be amended to include the design of fiber optic conduit and vaults along the alignment of the proposed sewer mains.

Unless otherwise specified in the Agreement for Engineering Services, the additional scope of services for the project is more specifically described herein.

Provost & Pritchard will provide services to update the construction documents to include fiber optic conduit and vaults, similar to an example that has been provided.

Services would include the following:

- Design and drafting of conduit and vaults pursuant to City Standard documents.
- Submit updated construction documents to the City for review and comment.
- Update construction documents and provide an updated opinion of probable construction cost upon receipt of comments from the initial submittal.

### **ASSUMPTIONS:**

- The work will be consistent with the examples provided by the City.
- The City will provide bid results of similar construction, if available.
- The work will consist of two submittals.

### **PREPARE UPDATED CONSTRUCTION DOCUMENTS WITH FIBER OPTIC CONDUIT AND VAULTS**

Update and submit Construction Documents to include Fiber Optic Conduit and Vaults along the alignment of all proposed sewer in the South of North project.