

SIXTH AMENDMENT TO AGREEMENT

THIS SIXTH AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this ____ day of _____, 20____, 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 ("Facility") for a total fee of \$9,149,600 and a project contingency of \$841,400, which was amended July 21, 2014 ("First Amendment"), and subsequently amended on August 24, 2014 ("Second Amendment"), August 20, 2015 ("Third Amendment"), November 19, 2015 ("Fourth Amendment"), and on May 13, 2016 ("Fifth 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 total 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 and provide additional engineering services for the design and generation of construction plans and documents for the Kings River Raw Water Pipeline for the Facility ("Project"), including an increase of CONSULTANT's compensation in the amount of \$52,867 utilizing project design contingencies resulting in an adjusted total CONSULTANT fee of \$9,427,467 and a remaining contingency of \$563,533; and

WHEREAS, the Third Amendment consisted of additional CONSULTANT agency coordination, surveying and design efforts required to complete the 100 percent construction documents for the Facility. CONSULTANT's compensation for the Third Amendment was \$18,170, with costs funded from original project contingencies resulting in an adjusted total CONSULTANT fee of \$9,445,637 and a remaining contingency of \$545,363; and

WHEREAS, the Fourth Amendment provided Construction Management and Services During Construction ("Services") by the CONSULTANT for the Facility that include assisting the CITY in administering the construction contract, monitoring the performance of the construction contractor, and provide the necessary oversight in the project meeting design intent. CONSULTANT's compensation for the Fourth Amendment was \$9,442,415. Application of remaining design contingencies for the noted Services reduced the value of the Fourth Amendment to \$8,897,052 and an adjusted total CONSULTANT fee of \$18,888,052 and a remaining contingency of \$0; and

WHEREAS, the Fifth Amendment provided compensation in the amount of \$656,175 for additional design services associated with Value Engineering of the Treated Water Reservoirs, Supplemental Services Tasks for the Facility, Services During Construction, and a Supplemental Services Tasks for the Kings River Pipeline portion of the Project resulting in an adjusted total CONSULTANT maximum fee of \$19,544,227 consisting of \$19,284,227 in lump sum fee and \$260,000 in cost reimbursable not to exceed budget; and

WHEREAS, the parties have negotiated and now desire to amend and increase the CONSULTANT's scope of work in the amount of \$76,500 to account for necessary design changes noted in Exhibit A for the Kings River Raw Water Pipeline Project. This Sixth Amendment will result in an adjusted total CONSULTANT maximum fee of \$19,620,727; and

WHEREAS, with entry into this Amendment, CONSULTANT agrees it 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. CONSULTANT's sole compensation for satisfactory performance of all services required or rendered for the Project pursuant to this Amendment shall be:

a) Design services for installation of a cathodic control system for long-term corrosion control of the Kings River Raw Water Pipeline – a lump sum fee of \$63,000 as full compensation for the services described in Exhibit A.

b) Design services for installation of an electrical panel enclosure at the Kings River Raw Water Pipeline Diversion Structure – a lump sum fee of \$13,500 as described in Exhibit A.

2. Lump sum fees include all labor salary costs and expenses (direct and indirect) incurred by CONSULTANT in performance of the specified services. Cost reimbursable fees will be paid in accordance with the Fee Schedule in Exhibit B for each hour of labor and for qualifying expenses incurred or, alternatively, for agreed lump sums for each separate task authorized on work directed by the City.

3. Except as otherwise provided herein, the original Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment entered into by CITY and CONSULTANT on June 24, 2013, July 21, 2014, August 24, 2014, August 20, 2015, November 19, 2015, and May 13, 2016 respectively, remain in full force and effect.

Signatures appear on 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

CAROLLO ENGINEERS, INC.,
a Delaware corporation

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

By: Ken Wilkins
Name: Ken Wilkins

ATTEST:
YVONNE SPENCE, CMC
CITY Clerk

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

By: _____
Deputy _____ Date _____

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

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
CITY Attorney

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

By: Brandon M. Collet 1/29/18
Brandon M. Collet Date
Deputy City Attorney III