

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this _____ day of _____ 2020, amends the Agreement theretofore entered between the CITY OF FRESNO, a California municipal corporation (CITY), and PALEOWEST ARCHAEOLOGY, LLC., an Arizona corporation (CONSULTANT).

RECITALS

WHEREAS, the CITY and the CONSULTANT entered into an agreement on January 19, 2018, (Agreement) to provide professional paleontological and cultural resource monitoring and consulting services for City of Fresno's Southwest Recycled Water Distribution System, Projects SW1C2, SW4, SW1D, and PS1(Project) for a total fee of \$491,739; and

WHEREAS, the First Amendment to the Agreement was executed on October 24, 2019 to extend the Agreement to December 31, 2020; and

WHEREAS, the CITY and the CONSULTANT desire to expand the scope of services for additional on-going professional paleontological and cultural resource monitoring and consulting services needed on the Project as required by the State Water Resources Control Board; and

WHEREAS, the parties desire to modify the Agreement to extend the time for performance, adjust the scope of services, and increase the compensation amount, and

WHEREAS, due to the need for additional services, the CITY and the CONSULTANT desire to increase the compensation by \$196,037 resulting in a total CONSULTANT fee not to exceed \$687,776; and

WHEREAS, with entry into this Amendment, the CONSULTANT agrees it has no claim, demand, or dispute against the CITY.

AGREEMENT

NOW, THEREFORE, the parties agree that the aforesaid Agreement be amended as follows:

1. Scope of Services: Exhibit A of the Agreement is amended to expand the scope of services to include the "Additional Professional Services" identified in Exhibit A1, attached hereto and incorporated herein.

2. Term of Agreement and Time for Performance. Section 2 of the Agreement shall be replaced, in its entirety, by the following.

"2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above and shall continue in full force

and effect through the earlier of complete rendition of the services hereunder or June 1, 2021, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in Exhibit A (Original Agreement) and Exhibit A1 are to commence upon CITY'S issuance of a written "Notice to Proceed." Work shall be undertaken and completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed within 1229 consecutive calendar days from such authorization to proceed."

3. Compensation: Section 3(a) of the Agreement shall be replaced, in its entirety, by the following:

"(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee of Six-Hundred Eighty-Seven Thousand Seven-Hundred Seventy-Six dollars (\$687,776). Such fee includes all expenses incurred by CONSULTANT in performance of the services."

4. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated January 19, 2018, as amended on October 24, 2019, remain in full force and effect.


[Signatures follow on the 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

By: _____
Michael Carbajal, Director
Department of Public Utilities

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

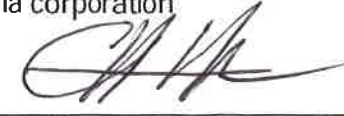
By:  5/26/2020
Brandon M. Collet Date
Senior Deputy City Attorney

ATTEST:
YVONNE SPENCE, CRM MMC
City Clerk

By: _____
Deputy Date

Attachment: Exhibit A1

PALEOWEST ARCHAEOLOGY, LLC.,
An Arizona corporation

By: 

Name: CLINT HELTON

Title: VICE PRESIDENT
(If corporation or LLC., Board Chair,
Pres. Or Vice Pres.)

By: _____

Name: _____

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

EXHIBIT A1

ADDITIONAL PROFESSIONAL SERVICES

The remaining scope of work includes all remaining cultural and paleontological monitoring on segments SW4 and SW1D, all final report preparation, and preparation of site forms and artifacts as a result of new discoveries made during construction.

The proposal for this work include reducing overall paleontological and cultural monitoring going forward and have additionally received approval to do so from the NHPA Section 106 compliance lead for these segments, Ms. Wendy Pierce at the State Water Resources Control Board.

In order to complete work at SW4 and SW1D, we estimate a modification to the current Purchase Order of \$196,037 is required. This cost assumes construction of SW4 may require up to an additional 3 weeks of work, and SW1D up to an additional 5 months. We assume construction monitoring will be present approximately 60 percent of the total construction days remaining. The revision also accounts for all remaining preparation of final technical reporting, completion of CA DPR 523 forms for discoveries made to-date, and preparation of previously discovered artifacts and accessioning these to the Fresno Historical Society at the end of the project.

If significant changes to schedule occur, additional discoveries are made, or number of personnel needed change, we would need to revisit these costs for additional services.