

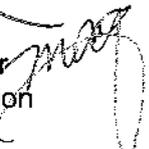
AGENDA ITEM NO. 2E  
COUNCIL MEETING 11/07/13  
APPROVED BY \_\_\_\_\_

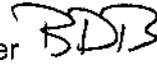
November 07, 2013

DEPARTMENT DIRECTOR 

CITY MANAGER 

**FROM:** <sup>for</sup> PATRICK N. WIEMILLER, Director  
Department of Public Utilities 

**BY:** MARTIN A. QUERIN, PE, Assistant Director  
Department of Public Utilities – Water Division 

BROCK D. BUCHE, PE, PLS, Supervising Professional Engineer   
Department of Public Utilities – Water Division

**SUBJECT:** APPROVE THIRD AMENDMENT TO AGREEMENT WITH WEST YOST & ASSOCIATES INCREASING THE TOTAL FEE AMOUNT BY \$394,031 FOR A TOTAL FEE AMOUNT OF \$2,642,340 AND CHANGE THE CONTINGENCY AMOUNT FROM \$75,000 TO \$50,000 FOR THE EXPANSION OF EXISTING TASKS WITHIN SCOPE AND ADDITIONAL TASKS WITH NEW SCOPE FOR THE FRESNO METROPOLITAN WATER RESOURCES MANAGEMENT PLAN AND THE WATER SYSTEM MASTER PLAN (CITYWIDE)

**RECOMMENDATIONS**

Staff recommends that City Council:

1. Approve the Third Amendment to Agreement with West Yost & Associates increasing the total fee amount by \$394,031 for a total fee amount of \$2,642,340 and change the contingency amount from \$75,000 to \$50,000 for the expansion of existing tasks within scope and additional tasks with new scope for the Fresno Metropolitan Water Resources Management Plan and the Water System Master Plan.
2. Authorize the Director of Public Utilities, or his designee, to execute this amendment on behalf of the City.

**EXECUTIVE SUMMARY**

Preparation of the Metropolitan Water Resources Management Plan is in its final phase of completion, which is the preparation of the programmatic and project level environmental impact report. To date the Phase 1 Baseline System Characterization, Phase 2 Development and Evaluation of Future Water Supply Plan, and Phase 3 Implementation Plan reports have been prepared. This amendment is for expanded in-scope services and additional new tasks associated to the completion of the Metropolitan Water Resources Management Plan, the preparation of a Water System Master Plan, and services supportive of various intra-city planning efforts. Completion of this set of plans will guide the City in building a comprehensive water resources portfolio and associated infrastructure, thus ensuring a long-term reliable and sustainable water supply.

REPORT TO THE CITY COUNCIL

Approve Third Amendment to Agreement with West Yost & Associates

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**BACKGROUND**

On February 9, 2006, the City and West Yost & Associates entered into an Agreement for engineering services for the preparation of an update to the Fresno Metropolitan Water Resources Management Plan (Metro Plan). The last water resource management plan effort was conducted from 1992 through 1995 and was adopted by City Council in 1996. The present Plan update builds off the accepted premise of the last plan which was to expand the utilization of surface water through projects such as using untreated canal water for landscape irrigation, the construction of two surface water treatment facilities, and expanding intentional recharge activities so as to achieve a balanced use of groundwater supplies. This Plan effort considers available new data and conditions, and accommodates physical and institutional changes which have occurred since 1996, to develop a new and comprehensive steering document.

The subject amendment addresses additional work related to: the development of a conceptual site layout and traffic flow for the facilities at the future Southeast Surface Water Treatment Facility (SE SWTF); Project-Level Environmental Impact Report (EIR) analysis of the additional facilities at the SE SWTF; alternative transmission pipeline alignments in the Metro Plan EIR; preliminary traffic study around the SE SWTF; potential raw water intake location and associated transmission main; and extended project management and coordination. In addition, the amendment addresses work related to the Water System Master Plan which includes: updating and refining the water system hydraulic model, including incorporation of the former Fluoride Districts; development of a capital facilities schedule for a renewal and replacement program; hydraulic analyses in the Downtown Area associated to a proposed redevelopment concepts; and extended project management and coordination.

The completed Metropolitan Water Resources Management Plan will facilitate future water resources management, operations decisions, and capital improvement planning, and will assist in satisfying eligibility requirements for State funding opportunities. The completed Water System Master Plan will enable future system improvements to be carried-out in a planned and coordinated manner, and provide a means in which to convey to stakeholders the infrastructure required as the City continues to develop towards its sphere of influence boundaries. The combined pair of Plans thus are comprehensive in steering activities related to water resources and infrastructure needs to meet the long-term vision of a sustainable community for the foreseeable future. Completion of these plans is scheduled to occur in late Spring of 2014.

The City Attorney's Office has reviewed the amendment and approved it as to form.

**FISCAL IMPACT**

The cost increase for the Third Amendment has been negotiated to be \$394,031. A portion of the funding totaling \$40,000 for this amendment had been appropriated within the Metro Plan project with the adoption of the FY2014 budget. Therefore, to fully fund the Metro Plan update this fiscal year, an additional amount of \$351,031 will be administratively transferred from the ASR Feasibility and Pilot Study capital program, which is not anticipated to be utilized at this time as the project has been delayed. The amendment work will not have any impact to the General Fund. Funds are included in the Water Division's FY 2014 Capital Improvement Program budget within the Water Enterprise Fund. Funding for these projects was included in the water rate model used to create the four-year utility rate plan and subsequently adopted by City Council on August 15, 2013 (Resolution 2013-143).

Attachment:

Third Amendment to Agreement with West Yost & Associates

### THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this \_\_\_\_ day of September, 2013 ("Effective Date"), amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation ("CITY"), and West Yost & Associates, a California corporation ("CONSULTANT").

#### RECITALS

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated February 9, 2006, amended on June 12, 2007 and March 4, 2010, for professional engineering services for updating the Fresno Metropolitan Water Resources Management Plan ("Plan"; collectively "Agreement")

WHEREAS, additional field work and studies are required to evaluate the potential environmental impacts of several new additional facilities at a project-level in the Metro Plan Environmental Impact Report ("EIR") that were not originally anticipated, related to the evaluation of the proposed relocation of the Water Division Corporation Yard and Administration Building from their current locations to the new 58-acre site of the proposed future Southeast Surface Water Treatment Facility ("Southeast SWTF");

WHEREAS, additional field work and studies are required to evaluate the potential environmental impacts of an alternative raw water intake location and associated raw water transmission main to the Southeast SWTF at a project-level in the EIR that were not originally anticipated;

WHEREAS, additional coordination and interaction or interface will be required between CONSULTANT and CITY's design consultant for the Southeast SWTF with respect to preparation of the EIR and raw water intake and transmission main that were not originally anticipated;

WHEREAS, additional work associated with the evaluation of alternative regional transmission main pipeline alignments at a project-level are also required;

WHEREAS, the proposed relocation of the Water Division Corporation Yard and Administration Building to the proposed future Southeast SWTF site requires the development of a project description and conceptual facility layout, so that traffic flow patterns surrounding the area, and into, out of, and through the facility can be identified and included in the project-level EIR;

WHEREAS, the CITY desires the public outreach tasks in Phases 2 and 3 of the Scope of Work be reduced and the remainder incorporated into Phase 4 of the Scope of Work;

WHEREAS, additional engineering services related to the hydraulic analysis of the Downtown Area were required, which were significantly greater than originally anticipated;

WHEREAS, additional work is required to evaluate the adequacy of and to develop recommendations on how to improve the CITY's existing renewal and replacement prioritization program for inclusion in the Water Master Plan;

WHEREAS, preparation of the Water Master Plan has extended beyond the anticipated completion date due to the complexity of Water Master Plan development, integration of the former Fluoride Districts, reviews from CITY departments, and coordination with outside agencies, resulting in CONSULTANT incurring additional project management costs;

WHEREAS, substantive revisions and additions to the Water Master Plan require a project budget augmentation to appropriately cover the expenses stated in the aforementioned recitals;

WHEREAS, the parties have negotiated an increase in compensation of \$394,031.00, from \$2,248,309.00 to a total compensation not to exceed \$2,642,340.00 for completion of work by CONSULTANT under the Agreement, and change the contingency amount from \$75,000.00 to an amount not to exceed \$50,000.00 pursuant to the conditions of Section 2(c) of the Agreement;

WHEREAS, by letter dated March 4, 2010, and signed by the Director of Public Utilities, the time for performing the services of the Agreement was extended and this project was to be completed by May 1, 2011;

WHEREAS, CONSULTANT is additionally requesting a 1,340 calendar day extension (until December 31, 2014) to the Agreement due to the additional time required to make the necessary report changes and to complete the project in its entirety;

WHEREAS, CITY and CONSULTANT now desire to amend and expand the scope of work by requiring additional services; and

WHEREAS, CONSULTANT agrees that with the entry into this Amendment, CONSULTANT has no claim, demands or disputes against CITY related to the Agreement.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledge, the parties agree that the aforesaid Agreement be amended as follows:

1. Effective as of the Effective Date of this Amendment, Subsection (a) of Section 2 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 of \$2,642,340.00, and a contingency amount not to exceed \$50,000.00 for any additional work rendered pursuant Subsection c below and authorized in writing by the CITY'S Director of Public Utilities. Such total fee includes all expenses incurred by CONSULTANT in performance of such services."

2. Effective as of the Effective Date of this Amendment, Phase 4 of Exhibit A of the Agreement is amended to add Task 4.4.2 to read as follows:

"Task 4.4.2 – Additional Work Related to the Development of a Conceptual Site Layout and Traffic Study for the Relocated Water Division Corporation Yard and Administrative Offices at the Southeast SWTF Site.

In 2009, the CITY purchased a 58-acre property for the proposed new Southeast SWTF. The 58-acre property may be sufficient in size to not only accommodate the proposed Southeast SWTF, but also other additional facilities. The CONSULTANT will assist the CITY in identifying opportunities for expanded uses for the property beyond just that for the proposed Southeast SWTF. One option may be relocating the CITY's existing Water Division Corporation Yard and Administrative Offices to the proposed Southeast SWTF site to consolidate Water Division operations in one primary location and provide additional needed space for operations and administrative staff.

The purpose of this additional task is to develop a description and conceptual layout of the proposed corporation yard and administrative facilities at the Southeast SWTF site for inclusion and environmental review at a *Project-level* in the EIR, particularly as it relates to the vehicle traffic into and out of the entire 58-acre site.

CONSULTANT will work closely with Water Division staff to identify specific needs for the proposed Water Division Corporation Yard and Administrative offices at the Southeast SWTF site. These specific additional tasks include:

- Conducting a workshop with Water Division staff to discuss needs for the new, relocated Water Division Corporation Yard and Administration Building facilities;
- Coordination with individual Water Division management and supervisory staff to discuss and document specific needs for their staff and functions, with consideration for future growth;
- Development of a matrix of specific needs for each of the Water Division's operational groups (including number of people, number of offices or workstations, square footages, number and type of CITY vehicles, etc.); and

- Development of a draft conceptual layout of the proposed facilities at the Southeast SWTF site, particularly to identify traffic flow patterns and total vehicle trips into and out of these facilities for input and discussion in the EIR.

Additional meetings will be required with the CITY's traffic division and planning division to further discuss and define traffic patterns and egress/ingress to the Corporation Yard, Administration Building and Southeast SWTF. Also, a meeting with Fresno County traffic and planning staff may be required. The draft conceptual layout of the proposed facilities will then be revised as needed and finalized based on input received at these meetings for input to the EIR and preliminary traffic study.

The information gathered in this task will be incorporated into the Metro Plan EIR Project Description and *Project-Level* analysis.

3. Effective as of the Effective Date of this Amendment, Phase 4 of Exhibit A of the Agreement is amended to add Task 4.5.1 to read as follows:

"Task 4.5.1 – Additional Work Related to Conducting Project-Level Analyses for Specific, New Project Elements Identified in the Metro Plan EIR

Under this task, Environmental Science Associates ("ESA"; a subconsultant to CONSULTANT) will perform the following additional work requested by the CITY related to evaluating the following proposed new facilities at a *Project-level* in the EIR:

- Relocated Water Division Corporation Yard and Administrative Offices at the new, future Southeast SWTF site.
- New, alternative pipeline alignments for the Olive Avenue transmission pipeline (either in McKinley Avenue or Belmont Avenue).
- An alternative raw water intake location and associated raw water transmission main to the Southeast SWTF.

The following assumptions have been made for this additional work:

- Cultural resource field work and documentation will be completed for project elements to be evaluated at a *Project-level* at the future Southeast SWTF site, for the relocated Corporation Yard and Administration Building facilities which were not included as part of the original contract and is necessary for adequate *Project-level* clearance
- Biological field work will be completed to cover the alternative McKinley Avenue and Belmont Avenue pipeline alignments
- Cultural resource and biological resource field surveys will be performed along both the proposed alternative intake location and

along the proposed raw water pipeline alignment; along Mill Ditch to support the *Project-level* environmental review for both alternatives raw water conveyance systems concurrently, including preparing a formal wetland delineation for any wetland resources identified during the field survey.

- An initial Wildlife Hazard Assessment will be conducted in response to concerns expressed by the Fresno Airport Land Use Commission regarding the possibility of increased bird strikes due to the proposed open water bodies at the Southeast SWTF
- The Project Description will be revised and re-written to include additional information appropriate for project-level analysis for selected new Project elements (findings from new Task 4.4.2 will be incorporated to include a conceptual layout and description of the relocated Water Division Corporation Yard and Administrative Offices proposed to be located at the Southeast SWTF site)
- The Technical Resource sections will be revised to include additional analysis required for project-level analysis including, but not limited to, the following:
  - Incorporation of project-specific cultural and biological resource field results
  - Preliminary traffic analysis to reflect project-specific information
  - Update of air, noise, and climate change modeling to reflect project-specific information
- The Notice of Preparation will be revised to reflect the revised Project Description and incorporate comments from City Water Division staff, City attorney's office and the City's Design Consultant for the Southeast
- The CITY's Design Consultant for the Southeast SWTF will provide CONSULTANT with the alternative location of the raw water intake and associated transmission main alignment by October 15, 2013 for incorporation into the EIR work
- The CITY will provide review comments within 10 calendar days
- The CONSULTANT will coordinate and interface with CITY's design consultant for the Southeast SWTF
- Two additional workshops will be conducted with senior CITY management to discuss key EIR related issues as requested by CITY staff
- ESA will post the required public notices for the NOP and Draft EIR in The Fresno Bee
- One year of additional monthly project status conference calls will be conducted with the CITY's Project Manager"

4. Effective as of the Effective Date of this Amendment, Phase 4 of Exhibit A of the Agreement is amended to add Task 4.15.1 to read as follows:

“Task 4.15.1 – Establish a Public Outreach Task in Phase 4 of the Metro Plan Project

Both Phase 2 and Phase 3 of the Plan had specific tasks related to public outreach activities, including the development of a Plan Project *Fact Sheet* highlighting the need for the project and its key components. As part of this Third Amendment, it is proposed that the Phase 2 and Phase 3 public outreach tasks be consolidated and carried-over to Phase 4 of the Plan.

The deliverable under this task is as follows:

- Fact Sheet, (four color process, 11"x17" folded to 8 1/2" x11"). This information piece will summarize the significant issues driving the need to update the Metro Plan, illustrate the facilities, and describe the project elements and water management practices to be implemented and their benefits.
- Print ad for public meeting notification (1 color, quarter page, vertical format)
- Press release immediately prior to the public EIR meeting”

5. Effective as of March 2009, Exhibit A of the Agreement is amended to add Task 1.1 to read as follows:

“Task 1.1. Obtain and Review Information

Large amounts of data were provided by the CITY regarding the CITY's municipal water well operations. The provided data contained numerous discrepancies between several of the well data sets which required significant effort to reconcile and settle on the most reliable information for a particular facility. Because one data set does not have the most reliable data for each facility, the CONSULTANT will derive a blend of information from several sources. This effort will incorporate the most up-to-date and reliable information for each of the CITY's distribution facilities. This level of effort was not contemplated as part of the original scope. This work will provide added value to the CITY because it provides additional refinement to the overall assumptions for the operation of the wells, and lays the groundwork for a more accurate hydraulic model update.”

6. Effective as of March 2009, Exhibit A of the Agreement is amended to add Task 4.2.1 to read as follows:

“Task 4.2.1 Complete/Refine CITY's Model

Task 4 of the Plan focuses on the update, calibration and verification of the CITY's hydraulic model. As part of the more detailed evaluation

required to support the Plan, additional model refinement and increased level of detail is required. The following lists the refinements required:

- Conversion of the hydraulic model from a static evaluation tool, to a more dynamic tool that could be used for both static and extended period evaluations.
- Confirmation of pipeline diameters and distribution system configurations due to discrepancies identified in the hydraulic model during C-factor hydrant testing.
- Additional interface with CITY staff regarding specific system operational details, including integration of the former Fluoride District service areas.
- Updating of pump operating points from the CITY's SCADA system.
- Verified the status of the distribution system Gate Valves, as some of the gate valves were found to not be positioned (set) as documented, and several of the valves could not be found by the CITY.

While this level of effort was not contemplated in the development of the original scope, this work provides added value to the CITY because it results in a more up-to-date and accurate model of the CITY water distribution system.

7. Effective as of the Effective Date of this Amendment, Exhibit A of the Plan Agreement is amended to add Task 5.1 to read as follows:

**"Task 5.1 Renewal and Replacement Evaluation and Prioritization**

As requested by the CITY, CONSULTANT will review the CITY's current capital replacement program and evaluate whether it is adequate and make recommendations on how to improve the program, if needed. CONSULTANT will work with CITY staff to develop a Renewal and Replacement (R&R) program prioritized by material type and age for the CITY's entire distribution system. This R&R program will be developed using an annual budget and will prioritize pipeline projects based on need and budget allocation. CONSULTANT will utilize Innoyze's Cap Plan Water software to assist in identifying and prioritizing the most critical pipelines to renew or replace first."

8. Effective as of the Effective Date of this Amendment, Exhibit A of the Agreement is amended to add Task 7.1 to read as follows:

**"Task 7.1 Additional Project Management & Meetings**

This task consists of the day-to-day management activities of the project. The original schedule had planned for a draft of the Plan to be submitted in July 2008, with the final expected a few months later. It was never anticipated that the project would be extended another five and one half

years, assuming completion by April 30, 2014. This delay is predominantly due to the unanticipated Downtown Specific Plan evaluation and associated potential land use changes, and the additional time required to receive comments. While not contemplated as part of the original scope, this work provides added value to the CITY, because it allows the CITY's Project Manager and staff to provide more detailed reviews and have more detailed discussions with CONSULTANT's project team to refine the document in preparation for the final submittal."

9. Effective as of October 2010, Exhibit A of the Water Agreement is amended to add Task 8 to read as follows:

"Task 8.0 - Hydraulic Analysis of the Downtown Area

In late 2008, the CITY requested CONSULTANT evaluate the potential hydraulic impacts of the densification of the Central Area Redevelopment Project (Central Area Project) (in the City's Downtown area) on the CITY's existing water system. The Central Area Project consists of approximately 1,700 acres within the CITY's historic center, and is generally referred to as the *Triangle* due to it being bounded on all sides by Highway 99, Highway 180, and Highway 41. This technical analysis requires a more detailed and focused analysis of the Central Area Project beyond the level of detail of the Plan analysis, and requires a separate technical memorandum deliverable on an expedited schedule, and is additional work beyond the Plan scope.

Through our discussions with CITY staff and previous hydraulic analyses in the Central Area, CONSULTANT understood that there were concerns regarding water service to the Central Area Project. In particular, there were concerns regarding water supply availability and the recommended size and location of water system infrastructure and other facilities which will be required to provide the Central Area Project with adequate pressures, flow and system reliability under a variety of water demand conditions. A technical memorandum will be prepared to document the findings of the modeling work.

While this level of effort was not contemplated in the development of the original scope, this work provides added value to the CITY because it results in a more up-to-date and accurate model of the CITY water distribution system, and addresses a specific need that the CITY had at the time."

10. Effective as of December 2010, Exhibit A of the Agreement is amended to add Task 8.1 to read as follows:

"Task 8.1. - Review Available Data and Project Water Demands for the Downtown Area

Based on the land use plans for the Central Area Project provided to CONSULTANT by the CITY, CONSULTANT will estimate the average-day, maximum-day, and peak-hour demands for the Central Area Project. CONSULTANT will develop and evaluate appropriate fire flow criteria for the specific land use areas in the Central Area Project. No phasing plans are included in this analysis."

11. Effective as of June 2011, Exhibit A of the Agreement is amended to add Task 8.2 to read as follows:

"Task 8.2. Update the Hydraulic Model and Analyze the Additional System Demands of the Downtown Area

The CITY's existing water system hydraulic model will be modified to be representative of the new water demands of the Central Area Project. These hydraulic model system modifications will include planned distribution system pipelines and other water facilities, and the major connections to the CITY's existing water system. Estimated Central Area Project demands will be distributed throughout the appropriate Central Area Project area, according to the land use demands.

Using this modified hydraulic model of the CITY's existing water system, CONSULTANT will evaluate the potential hydraulic impacts of the increased water demands and various fire flow analyses from the Central Area Project on the CITY's existing water system. The potential hydraulic impacts of adding the new water demands required to serve the Central Area Project on the CITY's existing water system will be evaluated for criteria such as: supply availability, delivery pressure, maximum water velocity and head loss in pipelines under various demand conditions (including fire flows), system pressures and system redundancy and reliability. If the CITY's existing water system does not meet the CITY's minimum water system design criteria with the increased demands of the Central Area Project, then CONSULTANT will make recommendations for whatever new water supply sources and/or water system infrastructure facilities are required to mitigate the hydraulic impacts of the Central Area Project. Such water facilities could include any or all of the following: new wells, water storage tanks, booster pump stations, additional and/or up-sized connections into the existing CITY system and additional distribution and looping pipelines.

The final work product to be prepared for this task will be a technical memorandum which will describe the water system evaluation criteria, planned sources of supply, and the conceptual water system infrastructure layouts and facilities required to provide water service to the Central Area Project, and/or facilities required to mitigate the hydraulic system impacts of the Central Area Project on the CITY's existing water system."

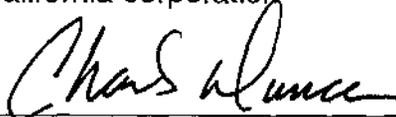
12. The services of CONSULTANT, as described in this Amendment, shall commence upon execution of this Amendment. Work related to the Agreement and this Amendment shall be undertaken and completed in such sequence as to assure expeditious completion, but in any event (i) the time in Section 4 of the Agreement for performing the services shall be extended from 1,878 consecutive calendar days to 3,218 consecutive calendar days (to December 31, 2014) unless an extension of time is approved in writing by the CITY'S Director of Public Utilities.
13. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated February 9, 2006, amended on June 12, 2007 and March 4, 2010, 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 municipal corporation

West Yost & Associates  
a California corporation

By: \_\_\_\_\_  
Patrick N. Wiemiller, Director  
Department of Public Utilities

By:   
Charles Duncan  
President

ATTEST:  
Yvonne Spence, CMC  
City Clerk

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

APPROVED AS TO FORM:  
Douglas T. Sloan  
City Attorney

By:  10/16/13  
Brandon M. Collet Date  
Deputy

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