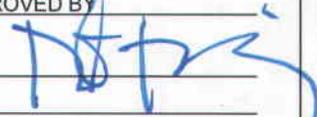
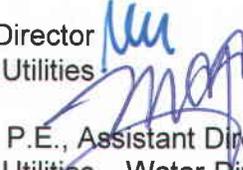
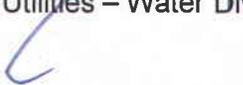


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|---------------------|---|
| AGENDA ITEM NO. | 1 I |
| COUNCIL MEETING: | 5/6/2010 |
| APPROVED BY |  |
| DEPARTMENT DIRECTOR | |
| CITY MANAGER | |

May 6, 2010

FROM: RENE A. RAMIREZ, Director
Department of Public Utilities 

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

SUBJECT: APPROVE FIRST AMENDMENT TO AGREEMENT WITH QUAD KNOPF CORPORATION TO REVISE EXHIBIT 'A' TO THE AGREEMENT, TO EXTEND COMPLETION SCHEDULES FOR PART 1 THROUGH PART 3 OF THE AGREEMENT, AND TO REALLOCATE THE TOTAL COMPENSATION PER TASK (PART) AS PROVIDED IN THE AGREEMENT WITH NO ADDITIONAL COMPENSATION FOR THE DESIGN OF THE DOWNTOWN THREE MILLION GALLON WATER STORAGE TANK AND BOOSTER PUMP STATION

RECOMMENDATION

Staff recommends approval of First Amendment to Agreement with Quad Knopf Corporation to revise Exhibit A to the Agreement to account for the change in project site, increased reservoir size, and related changes to facility and site layout requirements; to extend completion schedules for Part 1 through Part 3 of the Agreement; and to reallocate the total compensation per task (Part) as provided in the Agreement with no additional compensation for the design of the Downtown Three Million Gallon Water Storage Tank and Booster Pump Station.

EXECUTIVE SUMMARY

Recent redevelopment activity and the ongoing effort to revitalize downtown Fresno has and will continue to stress an aging water system in the downtown area. This continuing revitalization effort has resulted in the need for the Department of Public Utilities (DPU), Water Division, to develop the Downtown Three Million Gallon Water Storage Tank and Booster Pump Station to augment the water supply to support projected downtown water demands. The site location has moved a couple of times but is now firmly anchored at H Street, north of Monterey Street. A hydraulic study prepared in March 2009, recommended that a minimum of three million gallons (3-MG) of storage capacity be located within the Central Area, exceeding the original planned and scoped Downtown Tank size of two million gallons. This First Amendment to Agreement will: (1) revise Exhibit A to the Agreement to align the scope of work with the final H Street project site, including the larger 3-MG tank size and related changes to facility and site layout requirements; (2) extend completion schedules for Part 1 through Part 3 of the Agreement to provide Quad Knopf adequate time to complete and submit design documents for the larger tank and booster pump facility in accordance with the Agreement and the amended scope of work; (3) and reallocate the division of the total compensation per task (Part) as provided in Section 3(c) of the Agreement to account for previously expended effort investigating the original site and to provide for Quad Knopf to complete design services for the new H Street site with no additional compensation maintaining the 10% contingency of \$83,750 fully intact.

BACKGROUND

Redevelopment activity and the ongoing effort to revitalize downtown Fresno has and will continue to stress an aging water system in the downtown area. Recent redevelopment activity has increased water and fire flow demands without upgrading the water system infrastructure. Additionally, the reliability and production capacity of the existing Downtown Central Area wells has declined over the years. This new water storage tank and booster station facility is needed in the downtown area to increase system reliability, to meet peak hour water demands, and to provide adequate fire suppression capacity to support existing and future demands in the downtown area.

In the early stages of the project, site selection was dynamic as the Water Division worked with the numerous stakeholders in the downtown area. Significant effort was expended in investigating the original site at Broadway and Mono Streets, including preparation of topographical and boundary surveys, property research, utility coordination, site layout, and preparation of a Schematic Design Report. Subsequently, Water Division staff collaborated with the Fresno Redevelopment Agency and the City Manager's Office to find an alternative location that would be acceptable. On April 23, 2009, Council authorized the Director of Public Utilities to enter into a Purchase and Sale Agreement for the purchase of 3.6 acres of vacant property located on the west side of H Street, north of Monterey Street for the development of a Three Million Gallon Water Storage Tank. On September 17, 2009, Council adopted findings for the Downtown Three Million Gallon Water Storage Tank, Initial Study and Finding of Conformity to the Master Environmental Impact Report (MEIR) No. 10130 prepared for the 2025 Fresno General Plan, for the acquired H Street property. On November 6, 2009, Public Utilities' consultant Quad Knopf was reissued a Notice to Proceed for Part I-Schematic Design Phase of the Agreement for the design of the Downtown Three Million Gallon Water Storage Tank and Booster Pump Station project to be developed on the newly acquired H Street property.

In a March 2009 Hydraulic Evaluation of the Downtown Central Area prepared by the Public Utilities' consultant currently authoring the Metro Plan and the Water Master Plan, it was recommended that a minimum of three million gallons (3-MG) of storage capacity be located within the downtown Central Area. This recommended capacity includes storage required to meet operational, fire, and emergency storage for buildout of the downtown area according to the 2025 Fresno General Plan. However, the original Agreement with Quad Knopf provided for the design of a smaller two million gallon water tank and booster pump facility.

In an effort to keep this time sensitive Capital Project on track, Water Division staff determined it was necessary to revise Exhibit A to the Agreement to align the scope of work with the final H Street project site, to account for the design requirements for the larger 3-MG tank size, to clarify related requirements for facility and site layout, and to revise requirements for deliverables. Staff also determined that it was necessary to extend completion schedules for Part 1 through Part 3 of the Agreement to provide Quad Knopf adequate time to prepare design documents and submit deliverables for the larger tank and booster pump facility in accordance with the Agreement and the amended scope of work. Per the revised schedule, the final bid-ready Construction Contract documents should be ready by early March 2011. The award of the construction contract is currently scheduled for the beginning of Fiscal Year 2012.

In an effort to account for the preliminary engineering work previously done for the Broadway and Mono Street site, and in an effort to provide for the remaining work required to complete the project design at the new H Street site, Water Division staff negotiated with Quad Knopf for the completion of work per the Agreement and the subject Amendment for no additional increase in compensation maintaining the 10% contingency of \$83,750 fully intact. As part of this negotiation, Quad Knopf requested a reallocation of the total remaining compensation per task (Part) as provided in Section 3(c) of the Agreement to account for the previous effort and to provide for the completion of the design for the new H Street site. Water Division staff evaluated this

REPORT TO THE CITY COUNCIL

Approve First Amendment to Agreement with Quad Knopf

May 6, 2010

Page 3

request and found it to be reasonable and appropriate. The reallocation of total compensation per task (Part) includes a necessary reduction in compensation from one or more tasks (Parts) of the Agreement in order to increase allowed compensation for the remaining tasks (Parts). Specifically, Part 1 – Schematic Design Phase was increased by 16% of the total authorized fee of \$837,496. Part 5 – Construction Phase and General Construction Contract was reduced by 14% of the total authorized fee of \$837,496. The reduction to Part 5 compensation is based on a reduced scope of services for that task (Part) as provided for by Part 3(d) of the Agreement. Deleted scope of work items will be completed by others.

| | Compensation per Agreement | Reallocated Compensation per Amendment |
|--|-------------------------------|--|
| Part 1. Schematic Design Phase | 32% | 48% |
| Part 2. Design Development Phase | 16% | 18% |
| Part 3. Construction Document Phase | 29% | 25% |
| Part 4. Bidding Phase | 4% | 4% |
| Part 5. Construction Phase and General Construction Contract | 19% | 5% |
| | 100% | 100% |

This First Amendment will not alter the original Agreement fee other than reallocate the total compensation per task (Part) as provided in Section 3(c) of the Agreement and as described above. The First Amendment to Agreement has been approved as to form by the City Attorney's Office.

FISCAL IMPACT

None. This amendment does not include additional compensation, and the 10% contingency of \$83,750 remains fully intact. No change in funding is required.

Attachment

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this 12th day of April, 2010 amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation, hereinafter referred to as "CITY", and QUAD KNOPF CORPORATION, a California corporation, hereinafter referred to as "CONSULTANT".

RECITALS

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated March 19, 2007, hereinafter referred to as "Agreement," for professional engineering services for the design of plans and general construction contract documents for a Two Million Gallon Underground Water Reservoir and Booster Pump Station ("Project"); and

WHEREAS, CITY issued the Notice to Proceed with Agreement on March 20, 2007; and

WHEREAS, preparation of Part One-Schematic Design Phase of the Agreement encountered delays resulting from property acquisition and right-of-entry; and

WHEREAS, by letter dated June 12, 2007, and signed by the Director of Public Utilities, the time for performing the services of Part One of the Agreement was extended by an additional 90 calendar days; and

WHEREAS, by letter dated June 27, 2007, CITY suspended work due to uncertainty related to Project location and property acquisition; and

WHEREAS, by letter dated August 22, 2008, CITY issued a Notice to Proceed for CONSULTANT to resume professional consulting services for the environmental analysis as specified in Part 1-Schematic Design Phase of the Agreement; and

WHEREAS, by letter dated November 6, 2009, CITY issued a Notice to Proceed for CONSULTANT to resume professional consulting services as specified in Part 1-Schematic Design Phase of the Agreement; and

WHEREAS, in the development of the Project, the Project site has changed to an area located at H Street and San Benito Streets in Fresno, California, Assessors Parcel Numbers 467-050-16U, 467-020-28U, and portions of 467-020-40U, 467-020-37MU, and 456-020-39U; and

WHEREAS, in the development of the Project, the water reservoir size has increased from Two Million Gallons to Three Million Gallons; and

WHEREAS, in the development of the Project, the water reservoir configuration has been modified from a fully-buried design to an at-grade or partially buried design; and

WHEREAS, in the development of the Project, the booster pump station configuration has been modified from being located atop the new water reservoir to a separate operations building; and

WHEREAS, the at-grade or partially buried water reservoir will require architectural treatment in conformance with CITY established guidelines; and

WHEREAS, the completion schedules for Part 1 thru Part 3 of the Agreement are expected to extend beyond the expiration of limits as set forth in the Parts described in the Agreement due to the Project complexity and design time required for the Project as described in the above stated recitals; and

WHEREAS, CONSULTANT is requesting a 97 calendar day extension to the Agreement for Part 1-Schematic Design Phase due to the additional time required to complete that Part in its entirety; and

WHEREAS, CONSULTANT is requesting a 34 calendar day extension to the Agreement for Part 2-Design Development Phase due to the additional time required to complete that Part in its entirety; and

WHEREAS, CONSULTANT is requesting a 10 calendar day extension to the Agreement for Part 3-Construction Document Phase due to the additional time required to complete that Part in its entirety; and

WHEREAS, CONSULTANT is requesting revisions to division of the total compensation per Part as provided in Section 3(c) of the Agreement due to the additional design effort required for Parts 1 thru Part 3 of the Project as described in the above stated recitals and reduced scope required during Part 5-Construction Phase and General Construction Contract; and

WHEREAS, the parties have negotiated for no additional increase in compensation for completion of work by CONSULTANT to perform the work under the Agreement; and

WHEREAS, CITY now desires to amend the scope of work to account for changes in the above stated recitals; and

WHEREAS, CONSULTANT agrees that any period of extension provided for herein shall be at no additional cost to CITY, and that CONSULTANT has no claim, demands or disputes against CITY related to any such extension.

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

1. Effective November 6, 2009, Subsection (a).(9) of Section 1 of the Agreement is amended in its entirety to read as follows:

“(9) Services shall be undertaken and completed in a sequence assuring expeditious completion. All services shall be rendered and deliverables submitted within 185 calendar days from the issuance of a Notice to Proceed for this Part unless an extension of time is approved in writing by the Director. Re-submittals, as necessary to obtain the acceptance by CITY, shall be submitted to CITY within 10 calendar days from receipt of CITY’S comments unless an extension of time is approved in writing by the Director.”

2. Effective November 6, 2009, Subsection (b).(5) of Section 1 of the Agreement is amended in its entirety to read as follows:

“(5) Services shall be undertaken and completed in a sequence assuring expeditious completion. All services shall be rendered and deliverables submitted within 84 calendar days from the issuance of a Notice to Proceed for this Part unless an extension of time is approved in writing by the Director. Re-submittals, as necessary to obtain the acceptance by CITY, shall be submitted to CITY within 10 calendar days from receipt of CITY’S comments unless an extension of time is approved in writing by the Director.”

3. Effective November 6, 2009, Subsection (c).(8) of Section 1 of the Agreement is amended in its entirety to read as follows:

“(8) Services shall be undertaken and completed in a sequence assuring expeditious completion. All services shall be rendered and deliverables submitted within 70 calendar days from the issuance of a Notice to Proceed for this Part unless an extension of time is approved in writing by the Director. Re-submittals, as necessary to obtain the acceptance by CITY, shall be submitted to CITY within 10 calendar days from receipt of CITY’S comments unless an extension of time is approved in writing by the Director.”

4. Effective November 6, 2009, Subsection (c) of Section 3 of the Agreement is amended in its entirety to read as follows:

“(c) For purposes of determining the division of the total compensation to CONSULTANT as provided in Section 3(a) above, or should performance of any succeeding Part not be authorized by CITY as provided in Section 1 of this Agreement, it is agreed that the total compensation shall be allocated to the five Parts of CONSULTANT’S performance as follows: Part 1 – 48%, Part 2 – 18%, Part 3 – 25%, Part 4 – 4%, Part 5 – 5%. Prior to the award of a general construction contract for the Project, or should such contract not be awarded, the approved Parts as provided above shall be utilized for purposes of determining the fee due to CONSULTANT.”

5. CONSULTANT’S sole compensation for satisfactory performance of the services pursuant to this Amendment shall be in accordance with the Agreement. There is no additional compensation.

6. Effective November 6, 2009, the “Introduction” in Exhibit A of the Agreement is amended in its entirety to read as follows:

“The Downtown Fresno water supply is provided by five water wells located within the area bounded by Freeways 41, 99 and 180. The Freeways create barriers restricting water supply flows developed in other areas of the City from effectively entering the downtown area due to the limited number of water mains crossing the Freeways. Three of the five downtown wells have been in service for 50 years or longer and they remain serviceable and vital to the downtown water efforts. However, the wells are reaching the end of their service life expectancy and will ultimately need replacement. Water demands have increased due to completed redevelopment projects and proposed redevelopment plans are changing the existing land use and future water demands from single-story residential and industrial to multi-story residential and commercial. The combined effect of redevelopment projects and freeway land barriers has diminished the reliability of peak hour water supplies for this area resulting in the need for a new water supply well and tank with booster pump to supply peak-hour demands.

A 3.60 acre site for the pumping and storage facilities has been identified on the southwest side of H Street and southeast of the railway line that runs between G Street and H Street, and northwest of San Benito Street, which serves as a frontage road to Highway 41. It is anticipated that that the footprint of the water storage tank site will be a minimum of one acre. The proposed three (3) million gallon (MG) tank is proposed to be completely above ground. The project will include a 24” water line which will fill the tank from Pump Station 172 to H Street. The water will discharge into an existing 30” discharge pipe on H Street. The site will house the 3-MG tank, a future domestic well, a future 3-MG tank, and all associated pumps, controls, utilities, yard piping, misc. site improvements, and site security features. All design for the reservoir, booster pump station, water treatment equipment building and/or operations building, site improvements, new replacement pipelines, and appurtenant facilities including site security features will be performed by Quad Knopf.”

7. Effective November 6, 2009, the “Description of Facilities” in Exhibit A of the Agreement is amended in its entirety to read as follows:

“A description of facilities included in this scope of services is presented in this section as a basis for the work. The facilities generally include:

- A storage reservoir with a volume of approximately 3 million gallons. The reservoir is proposed to be at-grade or partially buried. The ultimate size will be determined during the Design Development Phase.
- A proposed operations building is to be located adjacent to the reservoir. The building size will be determined during the design development phase.
- A pump station capable of delivering approximately 10,000 gallons per minute into the City’s potable water system would also be near the tank. Actual pumping rates will be verified during the Design Development Phase.
- A water treatment equipment building will be designed and constructed to house future granular activated carbon vessels.
- Piping at the tank site would accommodate filling the tank from a potable water delivery pipe from Pump Station 172 and a future domestic well and/or the potable water system. Piping will also include the delivery of water from the tank back into the City’s potable water distribution system.
- Electrical, instrumentation, and control systems that are necessary to control the pump station, reservoir water levels, and a chlorination system; interface with the City’s existing SCADA system (one remote telemetry unit tied into the controller for this facility); and display and record pertinent system performance data.
- An emergency power generator capable of driving the complete pumping facility plus a well at the site.
- A building to house the emergency generator, chemical feed systems, adjacent electrical panels and similar equipment, as well as other components typical to this type of facility. The space for chemical feed systems will be coordinated with City staff to house chemical feed facilities for expected and future uses.
- Miscellaneous expansion features to allow the interconnection of a potential future onsite well and future 3-MG tank; site improvements such as grading, storm drain, paving, and landscaping; and relocation of the sanitary sewer facilities and installation of a 24” diameter transmission pipeline.; and site security features
- A document storage area to house Water Division documents and files”

8. Effective November 6, 2009, first paragraph of “Work Description” in Exhibit A of the Agreement is amended in its entirety to read as follows:

“Activities required in order to complete the preliminary design and final design of the 3 MG Domestic Water Reservoir and Booster Pump Station Project are presented in this section.”

9. Effective November 6, 2009, first paragraph of "Part 1 – Schematic Design Phase" of "Work Description" in Exhibit A of the Agreement is amended in its entirety to read as follows:

"This task includes the work necessary to fully define the project and layout project facilities for review by the City prior to final design. The information developed as part of this task will comply with the California Environmental Quality Act (CEQA) compliance activities and other related coordination activities with applicable agencies. The following activities will be performed as part of the schematic design phase:"

10. Effective November 6, 2009, Subtask, "Preliminary Design," of "Part 1 – Schematic Design Phase" of "Work Description" in Exhibit A of the Agreement is amended in its entirety to read as follows:

"Kick-off Meeting:

Quad Knopf will attend a kickoff meeting with the City to further identify roles and responsibilities, paths of communication, and to refine the work program. A tentative schedule of meetings and interim work product deliveries will be developed. Quad Knopf will conduct a project coordination briefing with City Departments who may have responsibilities for approval of various phases on the project.

Preliminary Design:

- Conduct an initial kick-off meeting to assure that both parties have a mutual understanding of the goals, objectives, issues and concerns related to the project.
- Incorporate existing data, provided by the City of Fresno, into the GIS system for analysis including:
 - Parcels
 - Streets
 - Sewer
 - Water
 - FMFCD facilities
 - Historic structures
 - FID facilities
- Prepare a Preliminary Design Report that will include, but is not limited to the following:
 - Hydraulic analyses will be conducted to verify the pipe sizes, required storage volume, and peak pumping rates. The results of the hydraulic analyses will form the basis for hydraulic design and system control aspects of the project.
 - Surge analysis results and preliminary recommendations
 - A preliminary site layout for the facility will be prepared. The layout will include allowances for groundwater treatment facilities and an operations building located on grade and near the 3 MG Water Tank Reservoir. Additionally, the site layout will include provisions for one potential future well along with a potential additional 3 MG tank.

- Preliminary storage reservoir information will be developed, including overall size, a typical section, and a typical architectural elevation.
- Identify the primary power source.
- Recommend the type of emergency generator. System will be selected by evaluating the life cycle costs and related non-cost factors. Diesel powered engine generators will be considered including requirements of sound control for the generator (Genset) as it applies to the general building materials and future surrounding businesses and residential facilities.
- Preliminary pump station building information will be developed including a floor plan and typical architectural elevations.
- A preliminary mechanical plan and section will be developed for the proposed pump station. This activity will include a preliminary pump sizing and a schematic layout of the chlorination system.
- A preliminary process and instrumentation diagram will be developed for the proposed pumping and storage system.
- A preliminary pipeline route plan connecting the tank site to the existing water transmission grid will be prepared, showing the preliminary location of appurtenances. Preliminary utility company contacts and initial collection of as-built plans will be performed to identify conflicts, and preliminary utility relocations will be identified. Subsurface utilities shall be depicted as per CI/ASCE 38-02.
- A budget level construction cost estimate for the project facilities will be prepared.
- Recommendations for location of future water production well and associated groundwater monitoring well. A tee shall be included for future well tie-in.
- Discussion of anticipated required permits (environmental/regulatory/state/local) and anticipated schedule
- List of anticipated Technical Specifications
- List of anticipated Plan Sheets (Sheet Index)
- Updated Project Schedule
- A report with accompanying preliminary drawings will be submitted to the City for review (5 hard copies and a PDF file). Some preliminary drawings may be critical to parallel project activities being conducted by City staff. Providing this information to the City will be coordinated on an as-needed basis.
- Following City's review of the Report, Quad Knopf will modify the Report as required and finalize the document. Quad Knopf will provide five (5) bound copies and an electronic PDF file of the final Preliminary Design Report to the City."

11. Effective November 6, 2009, Subtask, "Survey," of "Part 1 – Schematic Design Phase" of "Work Description" in Exhibit A of the Agreement is amended in its entirety to read as follows:

"Survey Services:

Quad Knopf will provide all surveys for the project. Quad Knopf will provide a 1-inch equals 20-foot scale topographic map of the tank site. Quad Knopf will also provide an ASCII file of survey data with point number, northing, easting, elevation, and point description entries to the City, at the City's request. The following requirements apply:

• **Topographic Survey**

- Perform a field survey to provide design level topographic data of project site.
- Perform a topographic survey of the future site of a 3 million gallon water reservoir. The site is bordered to the northeast by "H" Street, to the southwest by the Union Pacific Railroad and to the southeast by State Route 41. The perimeter dimensions of the site are approximately 225 by 700 feet.
- The topographic survey will include horizontal and vertical information of street pavement and curb lines collected at 50 foot station intervals along the "H" Street frontage. The survey will locate all visible utilities including sanitary sewer and storm drain appurtenances (including inverts for sanitary and storm sewer lines), street lights, power lines, water valves and "painted" utility markings if apparent. The field survey will provide minimal information on existing buildings and or parking areas of the subject site and graphically delineate them on the survey drawing.
- The topographic survey shall be based on a 50-foot grid, with additional points at slope breaks, structures, and utilities. The tank site survey and map shall extend 50 feet beyond the boundaries of the tank site.
- Additional off-site topographic survey will be performed along "H" Street north, terminating at Ventura for the purpose of aiding in coordination of work to be performed as part of adjacent pipeline project.
- Horizontal control shall be established using street centerline controls or block corners.
- Vertical control shall meet Third Order Standards per ASCE Specifications and be based on USGS datum.
- Drafting services associated with reducing field survey data.

• **Coordination - Quad Knopf will meet with City Survey staff to coordinate available survey information with the City."**

12. Effective November 6, 2009, Subtask, "Permitting, Environmental Clearance Activities, Entitlements," of "Part 1 – Schematic Design Phase" of "Work Description" in Exhibit A of the Agreement is amended in its entirety to read as follows:

“Permitting, Environmental Clearance Activities, Entitlements

This subtask includes work not directly related to project design, but critical to overall success of the project relative to permitting and compliance with the California Environmental Quality Act (CEQA) to accommodate the water reservoir and pertinent structures. The following activities are included:

Permitting:

- Coordinate with the local Department of Health Services Office of Drinking Water to determine permit requirements. Quad Knopf, Inc. will prepare appropriate application packets, but the City will submit applications and obtain permits.
- Additional coordination meetings will be held with the following stakeholders:
 - Redevelopment Agency
 - Downtown Revitalization Department
 - Downtown Stakeholders Workshop (upon request)”

13. Effective November 6, 2009, Subtask, “Design Submittal” of “Part 2 – Design Development Phase” of “Work Description” in Exhibit A of the Agreement is amended in its entirety to read as follows:

“Design Submittal:

- Prepare 60 percent complete design submittal including preliminary plans and outline technical specifications for a total project single bid package (5 copies).”

14. Effective November 6, 2009, Subtask, “Hazmat Abandonment & Demolition of Existing Buildings, SWPPP & Dust Control and Agency Coordination,” of “Part 2 – Design Development Phase” of “Work Description” in Exhibit A of the Agreement is amended in its entirety to read as follows:

“SWPPP and Dust Control and Agency Coordination:

This subtask includes work related to complying with local and State agencies.

- Coordinate utility removal and street/traffic adjustments.
- Initiate Engineering Services and coordination with the San Joaquin Valley Air Pollution Control District, and the State Water Resources Control Board (SWRCB) to obtain coverage under the General Permit (Change of Ownership Information), for the proposed construction. Site engineering services will include the preparation of the Storm Water Pollution Prevention Plan (SWPPP) for the site including the following:
 - Storm Water Pollution Prevention Plan
 - Prepare a Notice of Intent (NOI) and vicinity map for submittal to the Water Board. The NOI will address each phase of construction with a SWPPP.

- Initiate preparation of a Dust Control Plan in compliance with the San Joaquin Valley Air Pollution Control District Regulation VII – Fugitive PM10 Prohibitions Dust Control Plan to cover the construction site activities that generate fugitive dust including, but not limited to construction, demolition, excavation, extraction, and other earthmoving activities, carryout and track-out activities.

- The City is required to submit a Dust Control Plan to the District to obtain a District-approved Dust Control Plan at least 30 days prior to the start of construction activity.

- Provide (2) two copies and an electronic PDF file of the Dust Control Plan to be included into SWPPP package for use during construction.

- Coordinate and submit SJVAPCD Rule 9510 application to comply with San Joaquin Valley Air Pollution Control District.”

15. Effective November 6, 2009, “Part 3 – Construction Document Phase” of “Work Description” in Exhibit A of the Agreement is amended in its entirety to read as follows:

“Part 3 – Construction Document Phase

Quad Knopf will prepare 90 percent design submittal included essentially complete contract documents (5 copies). The level of completion will be consistent with the level of detail required for final review by City and senior consultant staff. Included are the following tasks required to accomplish all required work with the established schedule.

- Coordinate with appropriate City departments to determine building permit requirements. Submit appropriate design materials for review, address comments from Purchasing/Construction Management/ and Development Departments during plan check process, and obtain development back check necessary for others to secure a building permit as required.

- Address City review comments and prepare final contract documents, using the City’s front-end document, for a total project single bid package including reproducible full-size (24” by 36”) plans and a reproducible set of specifications. Plans and specifications will be signed and sealed by appropriate registered professional(s) in the State of California. Drawing media will be Mylar for computer generated drawings. Specifications will be submitted on standard bond paper. Printing of documents for bidding and construction are not included.

- Prepare a final engineering cost estimate from design information included on the final contract documents. This estimate will be submitted within one week after final contract documents are submitted.

- Complete the Storm Water Pollution Prevention Plan.

- Complete the Dust Control Plan.”

16. Effective November 6, 2009, “Part 4 – Bidding Phase” of “Work Description” in Exhibit A of the Agreement is amended in its entirety to read as follows:

“Part 4 – Bidding Phase

Quad Knopf will provide all bidding documents in one package to the City staff for printing and distribution. Concurrently with this, Quad Knopf will provide a list of potential bidders interested in the project. Phone calls will be made as needed to encourage qualified contractors to pick up and review the bid documents.

All bidders' questions will be directed to the City procurement process. Responses will be provided to the City to bidders' questions and any required addenda will be compiled and coordinated through the official City staff. Quad Knopf will attend the bid opening. We will assist the City to evaluate the bids, including any alternates, to assist the City with recommendation of the lowest responsive bidder.

All work will be performed with close communication with City staff. Any problems or concerns will be immediately addressed.”

17. Effective November 6, 2009, “Part 5 – Construction Phase and General Construction Contract Administration” of “Work Description” in Exhibit A of the Agreement is amended in its entirety to read as follows:

“Part 5 – Construction Phase and General Construction Contract Administration

Quad Knopf will assist the City's Construction Management Division in design development services in accordance with Client's Consulting Agreement. Included are the following tasks required to accomplish all required work with the established schedule.

- Quad Knopf will attend the City's Kick-off Meeting with the selected Contractor as the City's Engineer of Record.
- Submittal review will be limited to review of original submittal and first re-submittal. Additional submittal review will be provided as additional services with a modification of this Agreement.
- Response to Contractor's Requests for Information (RFI's)
- The City will provide the contractor's markups and the original Mylar drawings to Quad Knopf for incorporation of as-built information.
- Record drawings will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Quad Knopf is not responsible for any errors or omissions in the information of others, which errors or omissions are incorporated into the record drawings, except to the extent that such errors or omissions would have been ascertainable to an engineering professional exercising a reasonable degree of care under similar circumstances. Such duty of care shall in no way obligate Quad Knopf to perform field verifications not otherwise required by this agreement.
- The City Construction Management will provide inspection services for the project. Quad Knopf is available to provide complete construction administrative and/or

inspection services upon the request of the client. These services are not included as part of this contract.

Project Start-up, Testing and Close-out Services:

Provide professional project start-up, testing and close-out services for the City's 3 MG Above Ground Domestic Water Reservoir project. Project start-up, testing and close-out services will be provided at the conclusion of the various construction phases of the project.

- Project Start-up, Testing and Closeout to include the following:
 - Compilation of all project files, hard copy and electronic, and provide to the City.
 - Review final as-built drawings submitted by contractor.
 - Coordinate the contractor's responsibility to provide Manufacturers O&M manuals for all equipment.
 - Coordinate required training of City staff."

18. Effective November 6, 2009, "ADDITIONAL SERVICES/ALTERNATIVES" of "Work Description" in Exhibit A of the Agreement is amended in its entirety to read as follows:

"Optional Services:

The following services shall be performed upon receipt of written authorization from the City and shall be an addition to this Agreement. The items are grouped by activity.

- Additional Surveying Services
 - Construction Staking for all work
- Construction Management Services
 - One kick-off meeting with the contractor a minimum of 2-weeks prior to construction of the first phase. During this meeting we will review the project schedule, site access, staging areas, and other construction activities for inclusion in the SWPPP.
 - Submittal review will be limited to review of original submittal and first re-submittal. Additional submittal review will be provided as additional services with a modification of this Agreement.
 - Maintain project schedule; update project schedule regularly as needed to stay on schedule and document construction activities.
 - Review Contractor's monthly project schedule updates.
 - Provide Certified Labor Compliance.
 - Review and negotiate any construction extension requests for validity in cooperation with the City's Construction Administration staff and provide comments and recommendations as to the validity of requests.
 - Provide Construction Inspection Services."

19. To the extent CITY delays CONSULTANT in the performance of its work under the Agreement, CONSULTANT shall not be entitled to any damages for such delay but shall be entitled to an extension of time equal to the same number of days directly and solely caused by the CITY's acts or omissions.

20. 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, work shall be completed on or before the expiration of the respective limits as set forth in the Agreement as modified by this Amendment.

21. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated March 19, 2007, 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.

ATTEST:
REBECCA E. KLISCH
City Clerk

CITY OF FRESNO
a Municipal Corporation

By: _____
Deputy Date

By: _____
Rene A. Ramirez, Director
Department of Public Utilities

APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

QUAD KNOPF CORPORATION
a California Corporation

By: 
Attorney Date
NANCY A. ALGIER
Senior Deputy

By: 
Name: Janet Freeman
Title: CFO

Addresses:

CITY:
City of Fresno
Attention: Cesar C. Romero,
Professional Engineer
1910 E. University Ave.
Fresno, CA 93703
Phone: (559) 621-5484
FAX: (559) 457-1568

CONSULTANT:
Quad Knopf Corporation
Attention: Amber Adams,
Engineering Operations Manager
6051 N. Fresno St., Ste. 200
Fresno, CA 93710
(559) 449-2400 ext 6036
FAX: (559) 435-2905