

September 6, 2018 City Council Agenda

Agenda Item No. F-5

Attachment 2

*First Amendment to Agreement for Professional Services between
City of Sanger and Carollo Engineers, Inc.*

Attachment 3

*Task Order No. 6 to Professional Services Agreement between City of
Sanger and Carollo Engineers, Inc.*

**FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF SANGER AND CAROLLO ENGINEERS, INC.**

The City of Sanger ("Owner") and Carollo Engineers, Inc. ("Engineer") agree to enter a First Amendment to their Agreement for Professional Services ("Agreement") entered on July 7, 2005, as follows:

WHEREAS, Owner and Engineer entered an Agreement for Professional Services ("Agreement") for engineering regarding the Wastewater Treatment Plant Expansion Project ("Project"); and

WHEREAS, the Agreement is a Master Agreement and work is performed via approved Task Orders which set forth the services, time of performance, and payment; and

WHEREAS, to date five Task Orders have been performed as agreed to by the Parties including significant design plans for the Project; and

WHEREAS, during the economic the Project was placed on hold; and

WHEREAS, Owner wishes to continue its work regarding the Project; and

WHEREAS, the Agreement needs to be updated.

NOW, THEREFORE, the parties hereto mutually agree as follows:

AGREEMENT

SECTION 1.

All references in the Agreement to "Carollo Engineers, A Professional Corporation" shall be replaced with "Carollo Engineers, Inc."

SECTION 2.

Section 2.6 of the Agreement regarding Engineer's address shall be amended as follows:

Carollo Engineers, Inc.
710 West Pinedale Avenue
Fresno, California 93711
Attn: Penny Carlo

SECTION 3.

In Section 2.6, Engineer's address for payments shall be changed to:

Carollo Engineers, Inc.
P.O. Box 30835
Salt Lake City, UT 84130-0835

SECTION 4.

Section 3.4 is amended to read as follows:

Insurance. Without limiting Engineer's indemnification of Owner, and prior to commencement of the Work, Engineer shall obtain, provide, and continuously maintain at its own expense during the term of this Agreement, and shall require the Subcontractors of every obtain and maintain, policies of insurance of the type and amounts described below and in a form satisfactory to Owner.

A. Workers' Compensation

Engineer shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability insurance (with limits of at least one million dollars (\$1,000,000)). Engineer shall submit to OWNER, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Owner, its officers, agents, employees, and volunteers.

B. General Liability

Engineer shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) general aggregate, for bodily injury, personal injury. And property damage, including without limitations, blanket contractual liability. General liability policies shall provide or be endorsed using Insurance Services Office forms CG 20 10 to provide that Agency and its officer, officials, employees, and agents shall be additional insured under such policies.

C. Automobile Liability

Engineer shall maintain automobile insurance at least as broad an Insurance Services Office form CA 00 01, covering bodily injury and property damage for all activities of the Engineer arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.

D. Professional Liability (Errors & Omissions)

Engineer shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Engineer agrees to maintain continuous coverage through a period no less than three years after the completion of the services required by this Agreement or any Task Orders thereunder.

SECTION 5.

Section 4.2 is amended to read as follows:

4.2 Indemnification. To the furthest extent allowed by law, Engineer agrees to hold harmless, defend at its own cost, and indemnify, Owner and each of its officers, officials, employees, agents, and volunteers from and against all claims, demands, costs, or liability, and expenses including attorney's fees arising out of the performance of the work described in this Agreement, caused in whole or in part by the sole negligence, recklessness, or willful misconduct of Engineer, its principals, officers, employees, agents, or volunteers in the performance of this Agreement or anyone for whose acts any of them may be liable excluding, however, such claims, demands, loss, damages, or arising from Owner's sole negligence or willful acts. In no event shall the cost to defend charged to Engineer exceed Engineer's proportionate percentage of fault.

SECTION 6.

Section 5A is added to the Agreement to read as follows:

SECTION 5A – Term of Agreement.

This Agreement shall extend through September 30, 2020, unless terminated per Section 5 of this Agreement or extended in writing by approval of the City Council of the City of Sanger and Engineer.

SECTION 5.

Except as amended by this First Amendment, all terms and conditions of the Agreement for Professional Services shall continue in full force and effect.

SECTION 6. This First Amendment to Agreement shall be effective upon full execution by both parties.

Signatures on next page

CITY OF SANGER

CAROLLO ENGINEERS, INC.

Tim Chapa, City Manager

Date: _____

ATTEST:

Becky Padron, City Clerk

Date: _____

APPROVED AS TO LEGAL FORM:

Hilda Cantú Montoy, City Attorney

TASK ORDER NO. 6 TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SANGER AND CAROLLO ENGINEERS, INC.

This Task Order No. 6 is issued by the OWNER and accepted by ENGINEER pursuant to the mutual promises, covenants and conditions contained in the Agreement for Professional Services between the above named parties dated the 7th day of July, 2005, and the First Amendment thereto in connection with: Wastewater Treatment Plant Expansion Project (Project).

PURPOSE

The purpose of this Task Order No. 6 is to provide technical assistance regarding regulatory compliance, infrastructure and treatment needs to help the City prepare for additional commercial development and future regulatory requirements.

ENGINEER'S SERVICES

Assist the City as needed and upon request, with the following tasks:

1. Meet with the City and major industrial wastewater dischargers to identify future WWTP treatment options, including combined or separate treatment of domestic and industrial wastewater, and enhanced pretreatment at Pitman Farms.
2. Identify conceptual alternatives for future WWTP projects needed to accommodate existing customers and future growth.
3. Review regulatory permit requirements for the conceptual alternatives and meet with City and Regional Water Quality Control Board staff.
4. Assist in presenting conceptual alternatives to the City Council.

TIME OF PERFORMANCE

Schedules for tasks will be established with the City when the work is requested. The schedules shall be in writing, include a date for commencement and completion of services, and signed by the parties.

PAYMENT

ENGINEER agrees that the total charges for work performed under this Task Order No. 6 shall be on a lump sum basis for the amount of twenty thousand dollars (\$20,000). Payment for services rendered will be billed monthly based on the percent of work completed.

EFFECTIVE DATE:

This Task Order No. 6 is effective as of the _____ day of September, 2018.

IN WITNESS WHEREOF, duly authorized representatives of the OWNER and of the ENGINEER have executed this Task Order No. 6 evidencing its issuance by OWNER and acceptance by ENGINEER.

CAROLLO ENGINEERS, INC.

CITY OF SANGER

By: _____
Associate Vice President

By: _____
City Manager

By: _____
Senior Project Manager