

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of _____, 2017, amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (CITY), and Blair, Church and Flynn Consulting Engineers, a California Corporation (CONSULTANT).

RECITALS

WHEREAS, CITY and CONSULTANT entered into an agreement, dated August 31, 2015, for professional engineering services for the design of the Sewer Rehabilitation/Replacement in North Central Downtown (Agreement); and

WHEREAS, CITY desires to modify the Agreement to provide additional utilities research in the alleys using ground penetrating radar and radiodetection to avoid conflict with the required separation between the water and sewer mains; and

WHEREAS, CITY desires to modify the Agreement to include surveying of all the marked utilities; and

WHEREAS, CITY desires to modify the Agreement to update the plans as required; and

WHEREAS, due to the need for additional services, the parties desire to increase the total compensation by an additional \$13,314 to complete the expanded Scope of Work; and

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

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained, to be kept and performed by the respective parties, the parties agree that the aforesaid Agreement be amended as follows:

1. CONSULTANT shall provide additional services as described in **Exhibit 1**, attached hereto and incorporated herein by reference.

2. Exhibit A of the Agreement is amended to add the additional professional scope of services in **Exhibit 1**, attached hereto and incorporated herein by reference.

3. Section 3(a) 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 not to exceed \$87,414 and a contingency amount not to exceed \$1000 for any additional work rendered pursuant to Subsection (d) below and authorized in writing by the Director.”

4. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any

Exhibit or Attachment hereto which purport to modify or restate any terms or conditions, or modify the allocation of risk between the parties, provided for within the body of this Amendment or the body of the Agreement, shall be null and void.

5. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated August 31, 2015, 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 California municipal corporation

Blair, Church & Flynn Consulting Engineers,
a California corporation

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

By: 
Name: Karl E. Kienow

ATTEST:
YVONNE SPENCE, CMC
City Clerk

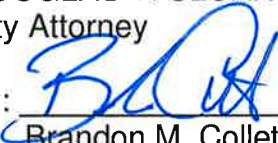
Title: Vice President
(If corporation or LLC, Board Chair, Pres.
or Vice Pres.)

By: _____
Deputy

By: 
Name: Adam K. Holt

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

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

By:  1/9/17
Brandon M. Collet Date
Deputy City Attorney

Attachment: Exhibit 1

EXHIBIT 1

ADDITIONAL PROFESSIONAL SERVICES

Blair, Church & Flynn Consulting Engineers submitted a proposal for additional utility locating work for the subject project. The Agreement for the project is dated 31 August 2015, and has a total compensation of \$74,100, with a contingency of \$1,000.

During construction of a related project, Sewer Rehabilitation and Replacement in Chinatown, it was discovered that the existing utilities in the downtown alleys were not in the locations shown on the available as-builts, and in several cases, it was found that the existing water and sewer mains were very close together. This led to issues with maintaining the required separation between the water and sewer mains to protect the public health.

It seems possible or even likely that similar issues may exist in the North Central Downtown alleys. Available, cost effective methods to locate the actual positions of the existing utilities were researched, and the use of ground penetrating radar (GPR) and radiodetection with a cable locator are believed to be the most suitable and cost effective options.

We propose to determine the locations of the existing utilities in the alleys using GRP and radiodetection, survey the locations of the located utilities, and update the plans as required.