

THIRD AMENDMENT TO AGREEMENT

THE THIRD AMENDMENT TO AGREEMENT (Amendment) made and entered into effect the 28th day of October 2020, between the CITY OF FRESNO, a California municipal corporation (City) and Kleinfelder, Inc., a California incorporation (Consultant).

RECITALS

WHEREAS, the City and the Consultant entered into an agreement on January 6, 2020, (Agreement) to provide professional geotechnical engineering/environmental engineering services for site investigation of 2165 S. Elm Street (Project); and

WHEREAS, on February 4, 2020, the City and the Consultant agreed to an amendment to extend the Agreement to May 15, 2020 to complete Project; and

WHEREAS, on March 5, 2020 the City and the Consultant agreed to an amendment to amend the agreement to include a Change Order #1 for Vapor Intrusion Evaluation as additional scope of work at a fee not to exceed \$35,000; and

WHEREAS, the City and the Consultant desire to amend the agreement to include additional scope of work as outlined in Attachment A, and

WHEREAS, the City and Consultant agree to a fee not to exceed \$126,000 for said additional work as outline on page 6 of 7 in Attachment A *Total Estimated Fees*, and

WHEREAS, the City and Consultant agree to establish a contingency account of \$200,000 for use in any additional work required by the State Water Board in conjunction with the site investigation and scope of work; and

WHEREAS, the contingency account will be held separately for said work and Consultant shall obtain written authorization from City prior to use of contingency; 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. The recitals to this Amendment are incorporated and made a part of this Amendment.
2. The agreement includes implementing the Work Plan to further evaluate the extent of impacted media resulting from releases from the former Imperial Laundry and assess the risk associated with the impacted media to receptors at the Maxie L Parks Community Center as outlined in "Attachment A" and additional scope of work and fee not to exceed \$126,000.
3. Both parties agree to create a contingency fund not to exceed \$200,000 for additional work required by the State Water Board and such contingency shall only be used upon written City authorization.
4. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant on January 6, 2020, 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

KLEINFELDER, INC.
A California incorporation

By: _____
T.J. Miller,
Director of PARCS

By: 
Name: Stephen P. Plauson

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

Title: Principal Geotechnical Engineer
(If corporation or LLC, Board Chair,
Pres. or Vice Pres.)

By:  12/1/2020
Kristi M. Costa
Deputy City Attorney

By: _____
Name: _____
Title: _____

ATTEST:
YVONNE SPENCE, CRM MMC
City Clerk

(If corporation or LLC, CFO, Treasurer
Secretary or Assistant Secretary)

By: _____
Deputy Date

Addresses:

CITY:

City of Fresno

Attn: TJ Miller

Director of PARCS

1515 E. Divisadero Street

Fresno, CA 93721

Telephone No: (559) 621-2900

FAX: (559) 457-1575

CONSULTANT:

Kleinfelder, Inc.

Attn: Stephen Plauson

Principal Geotechnical Engineer

3731 W. Ashcroft Avenue

Fresno, CA 93722

Telephone No: (559) 577-1449

FAX: (559) 442-5081