

FIFTH AMENDMENT TO AGREEMENT

THIS FIFTH AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this ____ day of November, 2015, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation ("CITY"), and Royston, Hanamoto, Alley & Abey, a California Corporation ("CONSULTANT").

RECITALS

CITY and CONSULTANT entered into an Agreement, dated August 12, 2013, for professional landscape architecture and engineering consultant services for the design of plans and general construction contract documents for the Fulton Mall Reconstruction Project, ("Agreement"); and

CITY and CONSULTANT entered into a First Amendment to Agreement, dated February 7, 2014 ("1st Amendment");

CITY and CONSULTANT entered into a Second Amendment to Agreement, dated April 23, 2014 ("2nd Amendment");

CITY and CONSULTANT entered into a Third Amendment to Agreement, dated September 4, 2014 ("3rd Amendment");

CITY and CONSULTANT entered into a Fourth Amendment to Agreement, dated June 15, 2015 ("4th Amendment");

CONSULTANT has completed the Construction Document Phase of the Agreement; and

CITY and CONSULTANT now desire to modify the scope of work, therein, by requiring additional services.

AGREEMENT

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

1. CONSULTANT shall provide additional services as described in **Attachment "A"**, attached hereto and incorporated herein by reference. Such additional services shall be completed within the schedule set forth in the Agreement.

2. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of \$154,272.

3. 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 the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.

4. Except as otherwise provided herein, the Agreement, 1st Amendment, 2nd Amendment, 3rd Amendment, and 4th Amendment entered into by CITY and CONSULTANT, dated August 12, 2013, February 7, 2014, April 23, 2014, September 4, 2014, and June 15, 2015, respectively, 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

Royston, Hanamoto, Alley & Abey,
a California Corporation

Andrew Benelli, PE
Assistant Public Works Director
Public Works Department

By: _____

Name: _____

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

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____

Name: _____

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

By: _____
Deputy

APPROVED AS TO FORM:
DOUG SLOAN
City Attorney

REVIEWED BY:

By: _____
Deputy

Randall Morrison, PE, MCE
Deputy City Engineer
Public Works Department

Addresses:
CITY:
City of Fresno
Attention: Randall Morrison
2600 Fresno Street, 4th Floor
Fresno, CA. 93721-3623
Telephone No. (559) 621-8703
FAX. (559) 488-1045

CONSULTANT:
Royston, Hanamoto, Alley & Abey
Attention: Barbara Lundburg, President
225 Miller Avenue
Mill Valley, CA 94941
Telephone No. (415) 383-7900
FAX: (415) 383-1433

Attachment: Attachment "A"

Attachment A

ADDITIONAL SCOPE OF SERVICES

Consultant Service Fifth Amendment to Agreement between City of Fresno (“City”) and Royston, Hanamoto, Alley & Abey (“Consultant”)

Fulton Mall Reconstruction Project

Project Title

Consultant (Royston, Hanamoto, Alley & Abey) shall perform each of the tasks described below.

OBJECTIVE

Throughout the design phases of the Fulton Mall Reconstruction Project additional services have been required that were not included in the original Agreement. In general the additional design services were required to address additional environmental mitigation measures, coordination with third party utilities, changes in applicable standards, and additional community outreach. All of the additional services are necessary in order to complete the project.

SCOPE OF SERVICES

DESIGN SERVICES AND PROJECT MANAGEMENT (RHAA)

Royston, Hanamoto, Alley & Abey (RHAA) shall provide or has provided project management and design services for the additional scope of services for the items listed below:

1. *Additional Community Meetings*

The additional meetings consisted of community workshops, steering committee and Business/Property Owner meetings. These meetings were originally included in the scope of service; however, the number exceeded the original amount estimated. The scope of services consists of meeting preparation and attendance by the Consultant team.

2. *Additional Project Meetings*

The scope of services for this item consists of additional project related meetings, including the weekly conference call and design related meetings during the time the environmental mitigation measures were being finalized.

3. *Additional Reimbursable Expenses*

Additional reimbursable items consist of project related costs for travel and plan reproduction, per the original scope of services. These costs exceed the original estimated amount.

CIVIL DESIGN SERVICES AND UTILITY COORDINATION (P&P)

Provost and Pritchard Civil Engineering shall provide or has provided additional design services for the items listed below:

1. *Additional Site Survey and Striping*

Additional site survey and striping layouts shall be provided in order to address lane transitioning beyond the project limits of Inyo and Tuolumne Streets. Project striping limits were expanded to include Fulton from Inyo to Mono Streets and Tuolumne to Stanislaus Streets.

2. *Additional Utility Coordination*

PG&E was unable to provide accurate or complete utility plat maps of existing gas and electric facilities in the vicinity of the project. Multiple discrepancies were identified in the PG&E supplied mapping, which required additional meetings and field verification in order to accurately depict existing and proposed utility locations in the construction documents.

3. *Additional Services to Incorporate Public Utilities Project*

Coordination with City of Fresno Public Works, Water Division, and Public Utilities Departments regarding concurrent design and preparation of construction documents for water main replacement plans for Tuolumne, Merced and Tulare Streets and sewer replacement plan for Merced Street, which are being prepared by BC&F. The Fulton Mall Reconstruction Project plans and specifications were modified to incorporate the concurrent bidding of the two projects.

4. *Additional Parking Layout Based on PROWAG Standards*

Revise the project's parking design to meet pending Public Right of Way Accessibility Guidelines (PROWAG). During the Construction Documents phase, at the 60% design review, the City directed the project team to revise the project design to incorporate the provisions for on-street parking within the pending PROWAG document.

ARTWORK CONSERVATION SUPPORT SERVICES (ARG)

Architectural Resources Group shall provide or has provided additional design services for the items listed below:

1. *Bidding Phase*

Additional services during the bid phase shall include responding to questions from prospective bidders, attend bid walkthrough, review and comment on bidder

qualifications, and evaluation of the bids received. This scope of services was not originally included in the Agreement.

2. *Construction Administration*

Additional services during the construction phase shall include review of submittals for the artwork treatments, review and respond to RFI's, construction field visits, and construction coordination and communication. This scope of services was not originally included in the Agreement.

WAYFINDING AND HISTORIC SIGNAGE CONSTRUCTION SUPPORT (B-R)

Bertz-Rosa Strategy Creative shall provide or has provided additional design services for the items listed below:

1. *Construction Administration*

Additional services during the construction phase shall include review of submittals for the wayfinding and historic signage, review and respond to RFI's, construction field visits, and construction coordination and communication.

AMENDMENT COMPENSATION BREAKDOWN

The consultant fee to provide additional design services is itemized as follows:

<u>Item</u>	<u>Task Description</u>	<u>Total Cost</u>
1.	Design Services and Project Management (RHAA)	\$60,250
2.	Civil Design Services and Utility Coordination (P&P)	\$56,978
3.	Artwork Conservation Support Services (ARG)	\$31,044
4.	Wayfinding and Historic Signage Construction Support (B-R)	<u>\$6,000</u>
	Total Cost	\$154,272