

## FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation ("CITY"), and Provost and Prichard Engineering Group, Inc. ("CONSULTANT").

### RECITALS

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated March 28, 2014, for professional architectural and engineering consulting services for the Courthouse Park Transit Shelter Design and Engineering Project ("Agreement"); and

WHEREAS, CONSULTANT has started Part Three of the Agreement; and

WHEREAS, to reduce the estimated construction cost of transit shelters proposed for Courthouse Park, additional professional services are required; and

WHEREAS, CITY and CONSULTANT now desire to add time to the original agreement to perform value engineering services with the goal of reducing the construction cost of the roof component of the proposed bus shelters, 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. The time to complete the services outlined in Attachment A is 10 days from the effective date of this First Amendment.

2. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee not to exceed \$18,954.

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 entered into by CITY

and CONSULTANT, dated March 28, 2014, remains in full force and effect.

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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

Provost and Pritchard Engineering  
Group Inc.,  
a California corporation

\_\_\_\_\_  
Brian Marshall,  
Director of Transportation  
Fresno Area Express/  
Transportation Department

By: Matthew W. Kemp  
Name: Matthew W. Kemp  
Title: Vice President  
(Chairman/Pres/Vice Pres.)

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

By: Russell A. McKay  
Name: Russell A. McKay  
Title: CFO  
(CFO/Secretary/Treasurer)

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

REVIEWED BY:  
Brian Barr  
Brian Barr, Capital Development  
Specialist  
Fresno Area Express/  
Transportation Department

By: Amanda B Freeman  
Amanda B Freeman      Date  
Deputy                      6/29/16

Addresses:  
CITY:  
City of Fresno

Attention: Brian Barr,  
Project Manager  
2223 G Street  
Fresno, CA. 93706-1675  
Telephone: (559) 621-1418  
FAX: (559) 498-4957

CONSULTANT:  
Provost and Prichard Engineering  
Group, Inc.  
Attention: Michael Osborn  
Project Manager  
286 W. Cromwell Avenue  
Fresno, CA 93711-6162  
Telephone: (559) 449-2700  
FAX: (559) 449-2715

Attachments:  
Attachment A, ADDITIONAL Work Requested Under the Contract, Scope of Work  
Attachment B: Letter From Provost & Pritchard Regarding Additional Work

## Attachment A

### Additional Scope of Services

Consultant Service First Amendment to Agreement between City of Fresno ("City") and Provost and Pritchard Engineering Group, Inc. ("Consultant")

#### Courthouse Park Transit Shelter Design and Engineering Project

Project Title

Consultant (Provost and Pritchard Engineering Group, Inc., a California corporation) shall perform each of the tasks described below.

1. The City shall provide a Notice to Proceed (NTP) prior to the start of any work included in this Amendment,
2. Consultant to provide value engineering services to revise the polycarbonate roof material to ½" laminated glass, similar in color to the approved polycarbonate.
3. Consultant to revise all pertinent details, calculations and specifications in the full set of Construction Documents to the City's satisfaction to capture the changes resulting from the value engineering efforts. This includes all disciplines affected by this change (i.e. structural, architectural, etc.).
4. Consultant to provide revised bid item lists, explanation of bid items, and technical specifications.
5. Consultant to provide a revised Engineer's Opinion of Probable Construction Cost. Estimate shall include detailed calculations specific to all trades affected by the revisions (i.e. roof assembly, concrete, etc.), including changes from the Engineer's Opinion of Probable Construction Costs for 95% Construction Documents.
6. Consultant to research information obtained from the Bus Rapid Transit (BRT) project and the industry to determine appropriate system to secure glass to the roof structure. Consultant shall include design of the connections if necessary.
7. Consultant shall compile and submit the revisions to the City for review. Submittal may include submission to both Traffic Engineering and Building/Safety. Should Consultant receive comments from the City from submittal revision, Consultant shall make appropriate revisions and resubmit for approval (if necessary) until final acceptance by City.
8. This Amendment includes all project management tasks, administration, consultant fees, general administration, coordination, profit, overhead, materials, travel, etc. associated with this revision.
9. Consultant and subconsultants shall invoice for work included in this Amendment

under separate billable line items from the base contract.

10. This Amendment includes the additional schematic design services described in the Provost and Pritchard letter dated August 28, 2014, attached and incorporate herein as Attachment B.

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

<b>LABOR</b>	
Provost & Pritchard	\$ 5,696.00
Structural Engineer - SCEG	\$ 3,574.00
PIVOT Architectural	\$ 4,997.00
Total Labor, OH & Profit	\$ 14,267.00
Subconsultant Mark-up	\$ 857.00
Direct Expenses	\$ 100.00
Schematic Design Revisions (8/28/14)	\$ 3,730.00
<b>Total Fee Not To Exceed</b>	<b>\$ 18,954.00</b>

**Attachment B  
Letter From Provost and Pritchard Regarding Additional Work**

**Consultant Service First Amendment to Agreement between City of Fresno ("City") and  
Provost and Pritchard Engineering Group, Inc. ("Consultant")**

**Courthouse Park Transit Shelter Design and Engineering Project**  
Project Title



286 W. Cromwell Avenue  
Fresno, CA 93711-6162  
Tel: (559) 449-2700  
Fax: (559) 449-2715  
[www.ppeng.com](http://www.ppeng.com)

Job No. 15611401 SD

August 28, 2014

Jim Schaad  
City of Fresno  
Department of Transportation  
2101 "G" Street  
Fresno, CA 93706

Subject: Contract Amendment No. 1 for Additional Services for the Courthouse Park Transit Shelter Design and Engineering Project in Fresno, CA (PO #67695)

Dear Jim:

Per your request, we are proposing the following Amendment to our contract as we provided additional design and project management related services that followed the Schematic Design submittal, prior to receiving a Notice to Proceed with the next Design Development phase.

**Additional Services:**

The additional services performed under this contract amendment are outlined below.

- Coordinated, prepared for, and attended post-Schematic Design (SD) submittal meetings with City Manager's office;
- Followed up with the City about the potential changes to the direction of the shelter design that came out of meetings with the City Manager and Mayor's office and how these changes may affect the current design and the decision points outlined in the submitted SD Narrative;
- Prepared a detailed easement exhibit map illustrating all City easements and agreements on the Van Ness and Fresno Street frontages of Courthouse Park for further research and decisions by City;
- Coordinated with City staff about existing easements and agreements;
- Updated easement exhibit based on 1979 and 1989 agreements received from City Clerk's office;
- Responded to City's questions on the SD cost estimate with responses from design team;
- Coordinated with City Planning department for search of existing shelter record drawings which, per our contract, were to be provided by the City.

Provost & Pritchard Consulting Group performed the services in this Amendment on a time and materials basis, in accordance with the approved Project fee schedule. Our additional fee, including reimbursable expenses, is **\$3,730.00**. In accordance with our conversation this week, we will add this amount to our existing Schematic Design budget of **\$85,240.00**.

The new budget for this task will now be **\$88,970.00**.

Engineering • Surveying • Planning • Environmental • GIS • Construction Services • Hydrogeology • Consulting

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