

## **FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this \_\_\_\_ day of June, 2015 amends the Agreement heretofore entered into and between the CITY OF FRESNO, a municipal corporation ("CITY"), and Blair, Church & Flynn Consulting Engineers, a California Corporation ("CONSULTANT"). CITY and CONSULTANT are collectively referred to as Parties.

### **RECITALS**

WHEREAS, the CITY and CONSULTANT entered into an agreement, dated November 21<sup>st</sup>, 2013, for professional engineering services for the sewer rehabilitation/replacement in Glenn, N Street, Tuolumne, Van Ness, Merced, and Thorne Avenues, ("Agreement");

WHEREAS, the CITY desires to add additional design, bidding services and services during sewer rehabilitation/replacement in Glenn, N Street, Tuolumne, Van Ness, Merced, and Thorne Avenues;

WHEREAS, with entry into this Amendment, CONSULTANT agrees that CONSULTANT has no claim, demand or dispute against CITY under the Agreement; and

WHEREAS, due to the need for continuing services, the Parties desire to increase the compensation by \$36,900 to complete the original and amended scope of services.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals, wherein recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration thereby 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.
2. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to the Agreement and the Amendment shall be a total fee of \$219,100. Such total fee includes all expenses incurred by CONSULTANT in performance of such services. Statements may be rendered monthly and shall be payable in the normal course of CITY business. Such statements shall be for an amount no greater than that attributable to the Task upon which CONSULTANT is then engaged as provided in **Attachment A**.
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 or the Agreement, shall be null and void.

4. Except as otherwise amended herein, the Agreement entered into by CITY and CONSULTANT, dated November 21<sup>st</sup>, 2013 remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
a California municipal corporation

Blair Church & Flynn,  
A California Corporation

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

Title: \_\_\_\_\_  
(if corporation or LLC, Board  
Chair, Pres. or Vice Pres.)

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_

APPROVED AS TO FORM:  
Douglas T. Sloan  
City Attorney

Title: \_\_\_\_\_  
(if corporation or LLC, CFO,  
Treasurer, Secretary or Assistant  
Secretary)

By: \_\_\_\_\_ Date  
Brandon M. Collet  
Deputy City Attorney

Any Applicable Professional License:

Number: \_\_\_\_\_

Name: \_\_\_\_\_

REVIEWED BY:

Date of Issuance: \_\_\_\_\_

\_\_\_\_\_  
Kevin Norgaard, Supervising  
Professional Engineer  
Department of Public Utilities

Addresses:  
CITY:  
City of Fresno  
Attention: Orlando Gonzalez,  
Engineer II  
5607 West Jensen  
Fresno, CA 93706  
Phone: (559) 621-5294  
FAX: (559) 498-1700

CONSULTANT:  
Blair Church & Flynn  
Attention: Karl Kienow,  
Principal  
461 Clovis Avenue  
Clovis, CA 93612  
Phone: (559) 326-1400  
FAX: (559) 326-1400

Attachment A – Modifications to Scope of Services

## ATTACHMENT A ADDITIONAL SCOPE OF WORK

The City desires to design and construct a portion of the replacement of the project sewer with the City's Fulton Mall Reconstruction project. It is also understood that the reach of the project sewer from H Street to Trinity Street Avenue should be replaced with a parallel sewer, and not rehabilitated as included in our current agreement.

### **A. Sewer Replacement with the Fulton Mall Reconstruction Project**

The City of Fresno is currently preparing construction documents to convert the Fulton Mall from a pedestrian mall to a street. The reach of the subject project from Van Ness Avenue to H Street is within the scope of the Fulton Mall Reconstruction (FMR) project. The FMR project is being designed by a team of consultants, and Provost & Pritchard Consulting Group (P&P) is the part of the team that is responsible for the civil portion of the design. As directed by the City, this reach of the project sewer will be separated into its own project, along with three water mains for the City Water Division. The design of the water mains is covered under a separate agreement with the City Water Division.

We will attend meetings with the FMR design team and P&P as required. Topography and utility information will be received from Provost & Pritchard Consulting Group and incorporated into the construction documents. Additional surveying and utility information will also be incorporated in the construction documents as included under the existing agreement. Construction plans and specifications will be prepared and formatted in a manner that will allow them to be bid along with the Fulton Mall reconstruction project, and submittals and corresponding corrections will be made at the 30%, 60%, 90%, and 100% stages. Additional plan review comments above and beyond those typically received for sewer rehabilitation projects will also be addressed. Additionally, the bidding and construction services included in the existing agreement will also be included for this separate project.

### **B. Sewer Replacement from H Street to Trinity Street**

Available records for this reach are limited and the City's Request for Proposals (RFP) for the project stated that the project sewers in this reach consist of standard and reinforced circular concrete pipe with diameters ranging from 33 to 48 inches. The RFP also states that the reach from Van Ness Avenue to H Street is a square concrete pipe. Research into available records shows that the sewer from Van Ness Avenue to H Street does have a non-circular shape, and it is a stacked or "piggy back" system with a storm drain on top. Records also show that the stacked system continues from H Street to the northeast side of State Route 99 (SR99), then from the southwest side of SR99 to Trinity Street. The reach across SR99 was removed and replaced with a non-stacked circular pipe when the SR99 was constructed. As Proposal for Additional Professional Services Sewer Rehabilitation/Replacement in Glenn, N Street, Tuolumne, Van Ness,

Merced, and Thorne Avenues documented in the technical memorandum entitled Rehabilitation and Replacement Alternatives for Stacked Storm Drain / Sewer dated 11 June 2014, prepared by Blair, Church & Flynn for this project, rehabilitation of the stacked system will be costly and difficult. After review, the City provided verbal direction to construct a new parallel sewer from H Street to Trinity Street (except across SR99) and abandon the existing stacked system.

We will perform additional topographic surveys to support the design of the proposed sewer. This includes measuring invert elevations for all crossing utilities, which were not required for the rehabilitation design. An additional detailed records search will be performed to find potential conflicts between the new alignment and any existing facilities. Additional profiles will be prepared and incorporated into the construction documents for all crossing and/or connecting sewers. Two storm drain facilities have been identified that cross and may possibly interfere with the sewer alignment. Adequate record information is not available for the crossing facilities, and it is not possible to survey their locations without exposing them. We will locate the crossing utilities through methods that may include ground penetrating radar and potholing, and incorporate the surveyed locations into the plans. Additional requests for information and clarifications during construction above and beyond those typically received for sewer rehabilitation projects will also be addressed.