

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this 18 day of NOVEMBER, 2011, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation, hereinafter referred to as "CITY", and TAM+CZ LLP, hereinafter referred to as "CONSULTANT".

RECITALS

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated May 23, 2011, for the design of plans and general construction contract documents for Restrooms Remodeling, Re-roofing, and Electrical Panel Replacement (at Parking Garage #7), hereinafter referred to as "Agreement;" and

WHEREAS, CITY now desires to modify the Agreement, by requiring additional services and the additional services are to be paid lump sum.


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 modified services as described in Exhibit "A", attached hereto and incorporated herein by reference.
2. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of \$3,000.00.
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, and shall be null and void.
4. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated May 23, 2011, 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



Patrick Wiemiller
Director, Public Works Dept.

TAM+CZ LLP

By: 
Name: J. Martin Temple
Title: Principal

ATTEST:

REBECCA E. KLISCH
City Clerk

By: 
Deputy
11/18/11

By: _____

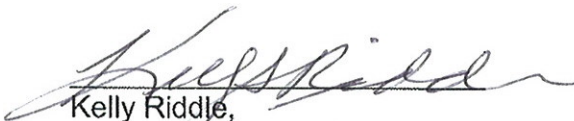
Name: _____

Title: _____
[if corporation or LCC, CFO,
Treasurer, Secretary or Assistant
Secretary.]

APPROVED AS TO FORM:
JAMES SANCHEZ
City Attorney

By: 
K. D. Drell
Deputy

REVIEWED BY:


Kelly Riddle,
Manager, Facilities & Major Projects
Division, Public Works Department

Addresses:

CITY:
City of Fresno
Attention: Andy Vanderford,
Project Manager
2101 G Street, Building A
Fresno, CA. 93706-1682
Telephone No. (559) 621-1215
FAX. (559) 457-1565

CONSULTANT:
TAM+CZ LLP
Attention: J. Martin Temple
Principal
5650 N. Fresno Street, Suite #110
Fresno, CA 93710
Telephone No. (559) 435-4750
FAX: (559) 435-4774

Attachment: Exhibit "A" dated August 18, 2011

August 18, 2011
Rev. 8/23/11

TAM+CZ Project 1009-C

MEMOTO: Andy Vanderford
City of Fresno

EXHIBIT "A"

FROM: J. Martin Temple, Architect/AIA

SUBJECT: **A/E Contract for Parking Structure No. 7
Rehabilitation of Toilets, Roofing and Main Electrical Panel
Add Spiral Cylinder Roof Deck Replacement**
(this is a reduction revision of the original quotation)

The City has requested that we quote a fee increase for removing the wood roof deck at both spiral cylinders, and replacing it with metal deck.

The work will be done as part of the re-roofing contract set (our Project 1009B). For information: the Toilet Room Retrofit is Project 1009A, and the Electric Panel Replacement is 1009C.

Based upon discussions with the structural engineering firm Brooks-Ransom Associates (BRA), they will provide a sheet of details plus giving us the new roof deck information for preparing the specs. BRA has not been a sub-contractor for us on this Project because there was no structural work, although they were deeply involved in the 2010 study of Parking Structure No. 7. We quote the following additional amount for modifying the A/E Agreement for the scope described above, based on BRA quotes to us:

BRA	
Design Development Phase	\$ 160
Contract Documents Phase	\$2,200
Bidding Phase	\$ 240
Construction Phase	\$ 400
	<u>\$3,000</u>

Note: TAM+CZ administrative work and coordination will be done under already-allocated fee in the existing agreement.

This additional fee will bring the total of the A/E contract to \$49,970.

Original signed:

J. Martin Temple, Architect/AIA
Principal

JMT/pjy

PRINCIPALS:

J. MARTIN TEMPLE, A.I.A. • RODNEY V. ANDREASEN, A.I.A. • WILLIAM H. MOYNIHAN, A.I.A. • JACKY C. CHAN, A.I.A. • ARMANDO ZINZUN