

### **THIRD AMENDMENT TO AGREEMENT**

THIS THIRD AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this \_\_\_th day of December, 2015, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation ("CITY"), and Mark Thomas & Company, a California corporation ("CONSULTANT").

### **RECITALS**

CITY and CONSULTANT entered into an Agreement, dated July 30, 2012, for professional engineering services for the design of plans and general construction contract documents for Veterans Boulevard/Route 99 Interchange Project (the "Agreement"); and

CITY and CONSULTANT entered into a First Amendment to Agreement, dated September 12, 2013 ("First Amendment"); and

CONSULTANT has completed the schematic design phase and design development phase of the Agreement, along with the 90% Plans, Specifications, & Estimate of the construction document phase of Exhibit B; and

CITY and CONSULTANT entered into a Second Amendment to Agreement, dated January 30, 2015 ("Second Amendment"); and

CONSULTANT has completed the scope of services of the Second Amendment; and

CITY has reviewed a change in alignment of the California High Speed Rail through the project area and determined the need for a revisions to the Construction Plans associated with the scope of services described in Exhibit B of the First Amendment; and

CITY, as a result of 60% plan review comments and the change in alignment of California High Speed Rail, identified the need for a Life Cycle Cost Analysis, Traffic Management Plan, two Caltrans design exceptions, and revisions to the Construction Plans, associated with the scope of services described in Exhibit A-1 of the First Amendment; and

CITY now desires to modify the scope of work, therein, by requiring the additional services and provide payment thereof in the amount of \$303,037.00 as described in Exhibit B of the First Amendment and \$98,535 as described in Exhibit A-1 of the First Amendment, for a total of \$401,572.00.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals, which are contractual

in nature, the mutual promises 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 following time periods:

TASK 1 – to be completed within 105 days following the execution of this Amendment by both parties.

TASK 2 – at no change to the schedule identified in the First Amendment, dated September 12, 2013.

TASK 3 – at no change to the schedule identified in the First Amendment, dated September 12, 2013.

2. CONSULTANT's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of \$401,572.00.

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, shall be null and void.

4. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated July 30, 2012, as amended by the First Amendment, dated September 12, 2013, and the Second Amendment, dated January 30, 2015 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

\_\_\_\_\_  
Andrew Benelli, PE,  
Assistant Public Works Director

ATTEST:

YVONNE SPENCE, CMC  
City Clerk

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

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

\_\_\_\_\_  
Raj Singh Badhesha, Deputy

Addresses:  
CITY:  
City of Fresno  
Attention: Bradley Kerner  
2600 Fresno Street, 4<sup>th</sup> Floor  
Fresno, CA 93721-3623  
Telephone No. (559) 621-8674  
FAX. (559) 457-1047

Attachment: Attachment "A" – Additional Scope of Service

Mark Thomas & Company Inc.,  
A California Corporation

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

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

REVIEWED BY:

\_\_\_\_\_  
Bradley Kerner, PE  
Supervising Professional Engineer

CONSULTANT:  
Mark Thomas & Company, Inc.  
Attention: Ed Noriega, PE, Div. Manager  
7571 N. Remington Avenue, Suite 102  
Fresno, CA 93711  
Telephone No. (559) 447-1938  
FAX: (559) 447-8586

## Attachment A

### ADDITIONAL SCOPE OF SERVICES

#### Veterans Boulevard Project

Project Title

CONSULTANT (Mark Thomas & Company) shall perform each of the tasks described below.

#### **SCOPE OF SERVICES**

The scope of services of this Amendment shall provide for the engineering services to address, resolve, design, and/or redesign as described in the following three tasks:

##### TASK 1 – ADDITIONAL SERVICES ASSOCIATED WITH THE VETERANS BOULEVARD GRADE SEPARATION AS DESCRIBED IN EXHIBIT B OF THE FIRST AMENDMENT

Due to the changes in the California High Speed Rail (CAHSR) alignment, a complete redesign of the Veterans Boulevard Overhead Structure is required. Updated bridge span arrangements and a significant reduction in total bridge length impact the structure depth, column sizes, footing sizes, bent caps and abutments, resulting in changes to all components of the structure. This will require a new set of structure design calculations, cost estimate, and structural plans.

In addition to structure plan impacts, the CAHSR alignment change will also impact the following components of the roadway plans:

- Veterans Boulevard profile grade
- South Jug-handle alignment, profile, and superelevation
- Additional existing utility conflicts
- Proposed utility location revisions
- Erosion control

Due to significant revision to the plans required to accommodate the CAHSR changes, Consultant will submit a “95%” Plans, Specifications and Estimate (PS&E) submittal. This will give the City, Union Pacific Railroad, and CAHSR the opportunity to comment on the latest bridge and roadway geometry prior to receiving a 100% PS&E submittal.

##### TASK 2 – ADDITIONAL SERVICES ASSOCIATED WITH THE VETERANS BOULEVARD INTERCHANGE AS DESCRIBED IN EXHIBIT A-1 OF THE FIRST AMENDMENT

Comments received during the Caltrans 60% review will require the preparation of the additional reports below:

- Life Cycle Cost Analysis

- Traffic Management Plan (PS&E Level)
- Design Exceptions (2 total)

The CAHSR alignment change will also impact the following components of the roadway plans:

- North Jug-handle alignment, profile, and superelevation
- Proposed utility location revisions
- Planting, irrigation, and erosion control

### TASK 3 – ADDITIONAL SERVICES ASSOCIATED WITH THE VETERANS BOULEVARD EXTENSION AS DESCRIBED IN EXHIBIT A-1 OF THE FIRST AMENDMENT

The City's 60% review comments regarding the Herndon Avenue and Hayes Avenue intersection require additional plans sheets to address a modified signal and loop detector plan.

#### Deliverables

- 95% Plans, Specifications, and Estimate submittal for the Veterans Boulevard/Union Pacific Railroad and California High Speed Rail Grade Separation and Bullard Avenue Extension project (Exhibit B of the First Amendment).
- Veterans Boulevard Interchange Life Cycle Cost Analysis for submissions to Caltrans (Exhibit A-1 of the First Amendment)
- Veterans Boulevard Interchange Traffic Management Plan for submission to Caltrans (Exhibit A-1 of the First Amendment)
- The approval of two design exceptions for submission to Caltrans (Exhibit A-1 of the First Amendment)
- Additional plan sheets for modified signal and loop detector plan at the intersection of Herndon Avenue and Hayes Avenue.

The proposed scope shall be provided on a Time and Materials basis, not to exceed \$401,572. The CONSULTANT'S fee to provide the additional services specified herein are itemized as follows:

<u>Item</u>	<u>Task Description</u>	<u>Total Cost</u>
1.	Task 1 Veterans Boulevard Grade Separation	\$303,037
2.	Task 2 Veterans Boulevard Interchange	\$93,285
3.	Task 3 Veterans Boulevard Extension	<u>\$5,250</u>
	Total Cost	\$401,572

