

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into effect the _____ day of _____ 2018, (Effective Date) amends the Agreement heretofore entered into between the CITY OF FRESNO, a California municipal corporation (City), and Provost & Pritchard Engineering Group, Inc., a California Corporation (Consultant). City & Consultant are collectively referred to as Parties.

RECITALS

WHEREAS, the City and the Consultant entered into an agreement on October 6, 2017, (Agreement) to provide profession engineering services for design of plans and general construction contact documents for the Recycled Water Transmission Main design along Madison Avenue, Valentine Avenue, Whitesbridge Avenue, and Brawley Avenue (Project) for a total fee of \$415,307 and a contingency of \$5,000; and

WHEREAS, City desires to design additional recycled water main improvements along Madison Avenue, east of Valentine Avenue for approximately 1,300 feet and in Whitesbridge Avenue, west of Valentine Avenue for approximately 1,300 feet; and

WHEREAS, the parties have negotiated an increase of \$18,437 in the Consultant's compensation for services related to additional recycled water main improvements; and

WHEREAS, with entry into this Agreement, the Consultant agrees the Consultant has no claim, demand, or dispute against the City.

AGREEMENT

NOW, THEREFORE, the parties agree that the aforesaid Agreement be amended as follows:

1. CONSULTANT shall provide additional services as described in Exhibit 1, attached hereto and incorporated herein by reference.

2. Exhibit A of the Agreement is amended to add the additional professional scope of services in Exhibit 1, attached hereto and incorporated herein by reference.

3. Section 3(a) of the Agreement is amended in its entirety to read as follows:

"(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed Four Hundred Thirty Three Thousand Seven Hundred Forty Four Dollars (\$433,744),

paid on a time and materials basis in accordance with the schedule of fees contained in Exhibit A, and a contingency amount not to exceed Five Thousand Dollars (\$5,000) for any additional work rendered pursuant to Subsection (c) below and authorized in writing by the Director.”

4. 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 or restate any terms or conditions, or modify the allocation of risk between the parties, provided for within the body of this Amendment or the body of the Agreement, shall be null and void.

5. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant on October 6, 2017, respectively, remains in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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 & Pritchard Engineering Group, Inc.,
A California Corporation

By: _____
Thomas C. Esqueda,
Director of Public Utilities

By: Matthew W Kemp
Name: Matthew W Kemp

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

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

By: Brandon M. Collet 3/5/18
Deputy City Attorney Date

By: Ronald J. Samuelian
Name: RONALD J. SAMUELIAN

ATTEST:
YVONNE SPENCE, CMC
CITY Clerk

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

By: _____
Deputy Date

Addresses:
CITY:
City of Fresno
Attention: Patricia Diep
Supervising Engineering Technician
2101 G Street, Building A
Fresno, CA 93706
Phone: (559) 621-1609
FAX: (559) 498-4126

CONSULTANT:
Provost & Pritchard Engineering Group, Inc.
Attention: Matthew W. Kemp
Vice President
286 W. Cromwell Avenue
Fresno, CA 93711
Phone: (559) 449-2700
FAX: (559) 449-2715

Attachment: Exhibit 1

1. *Chamaecyparis*
2. *Juniperus*
3. *Thuja*

4. *Podocarpus*
5. *Widdowsonia*
6. *Widdowsonia*
7. *Widdowsonia*

EXHIBIT 1

ADDITIONAL PROFESSIONAL SERVICES

The Public Utilities Department has requested additional recycled water main improvements to the scope of services, including mains in Madison Avenue, east of Valentine Avenue for approximately 1,300 feet and in Whitesbridge Avenue, west of Valentine Avenue for approximately 1,300 feet, along the frontages of Tracts 5456 and 5463, respectively.

This request will affect Part I: Schematic Design (Phase PT1), Part II: Design Development (Phase PT2) and Part III: Construction Documents (Phase PT3) of the existing contract. The tasks under these phases will not change but will be expanded to include the additional alignments as follows:

- Conduct additional topographic survey
- Include two additional plan and profile sheets on the Design Development and Construction Document Plans
- Include two additional segments to the Traffic Control Plans

The following assumptions have been made for this amendment to our scope of services:

- The geotechnical engineer will not be re-mobilized to obtain additional borings or other geotechnical data within the limits of the additional alignments.
- No traffic control will be required for additional topographic surveys
- Schematic Design deliverables will not be revised to show the additional project limits; the additional plan and profile sheets will be added during the Design Development (60%) phase without modifying the 30% plans and Schematic Design Technical Memorandum.
- The horizontal alignment for the additional mains will continue in line with alignments approved with the Schematic Design phase in each street and further discussion or approvals will not be needed.
- There will be no impact to the overall schedule if this contract amendment is approved prior to initiating the Design Development phase.