

AMENDMENT NO. 1 TO AGREEMENT NO. 16-594

THIS AMENDMENT to Agreement (Amendment No. 1) is made and entered into this 3rd day of April, 2018, by and between the County of Fresno, a political subdivision of the State of California (COUNTY) and Golder Associates, Inc. (CONSULTANT), with a retroactive effective date of March 13, 2018.

RECITALS

WHEREAS, on September 27, 2016, Agreement No. 16-594 (AGREEMENT) was entered into by and between COUNTY and CONSULTANT, pursuant to which CONSULTANT agreed to provide engineering services necessary and to perform Construction Quality Assurance (CQA) and Construction Management (CM) Services for the American Avenue Disposal Site Phase III, Modules 7-8 Excavation And Liner System Construction (PROJECT); and

WHEREAS, CONSULTANT'S basis for proposed CQA and CM services was for an estimated project length of one hundred twenty five (125) working days; and

WHEREAS, CONSULTANT'S estimated project length was included in the AGREEMENT'S scope, schedule and compensation; and

WHEREAS, the final bid documents listed the allowed construction period as one hundred forty (140) working days; and

WHEREAS, the total number of construction days have been increased beyond the initial 140 days due to excessive quantities of unsuitable material found during excavation, inclement weather days, and construction contractor delays; and

WHEREAS, it is necessary for the CQA and CM services to be performed for the entire project duration for purposes of ensuring safety and compliance with legal requirements; and

WHEREAS, the compensation amount included in the original AGREEMENT will be insufficient to cover the services for the extended construction period; and

WHEREAS, extra services have been authorized to enable the CONSULTANT to continue necessary work and to deal with unforeseen changes to the scope, in accordance with Article V, Sections E and F; and

WHEREAS, COUNTY now desires to amend the AGREEMENT, by modifying the CONSULTANT scope of services for the PROJECT to include the services identified in this

1 Amendment No. 1, as well as appropriate and sufficient compensation for the additional services.

2 NOW, THEREFORE, CONSULTANT and COUNTY agree that the AGREEMENT shall
3 hereby be amended by this Amendment No. 1 thereto, as follows:

4 1. Article V, Section E, at page 5, lines 12-16 inclusive, is hereby deleted and replaced
5 with the following:

6 "E. The maximum not-to-exceed amount for the AGREEMENT is \$780,000.00, including
7 fees for services covered by Exhibit A amounting to \$729,610.00, and a \$50,390.00 not-to-exceed
8 contingency for Extra Services caused by unforeseen delays or changes to the scope of work, as
9 authorized by the CONTRACT ADMINISTRATOR and to be billed on a time and material basis."

10 2. Article V, Section F, at page 5, lines 17-23, inclusive, is hereby deleted and replaced
11 with the following:

12 "F. The not-to-exceed Task allocation amounts listed in Exhibit E may be modified within
13 the limits of the total compensation amount upon mutual agreement, confirmed in writing, between
14 the CONTRACT ADMINISTRATOR and the PROJECT MANAGER. No additional compensation,
15 in excess of the maximum cumulative total contract amount of \$780,000.00 specified in Exhibit E2,
16 will be paid to the CONSULTANT, unless a formal written amendment to this AGREEMENT,
17 specifically providing for such an increase, is approved by the BOARD."

18 3. Exhibit E is hereby deleted and replaced with the Exhibit E2, attached hereto and
19 incorporated by this reference; and all references to Exhibit E throughout the entirety of the
20 AGREEMENT shall be deemed to refer to Exhibit E2.

21 All other provisions, terms, covenants, conditions and provisions contained in the
22 AGREEMENT are unchanged by this Amendment No. 1 and shall remain in full force and effect.

23 This Amendment No. 1 shall be effective immediately upon execution by all of the parties
24 hereto.

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EXECUTED as of the date first above set forth and retroactively effective as of April 3,
2018.

CONSULTANT

Richard D. Haughey
Richard D. Haughey, PE
Project Manager
Golder and Associates
425 Lakeside Drive
Sunnyvale, CA 94085

COUNTY OF FRESNO

Sal Quintero
Sal Quintero, Chairperson of the
Board of Supervisors of the County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

BY: Rose Cruz
Deputy

FOR ACCOUNTING USE ONLY

ORG No. 9026
Account No. 8150
Fund No. 0700
Subclass No. 15000
Program No. 90947

Exhibit E2

Updated Compensation¹

American Avenue Disposal Site – Module 7 and 8 Excavation and Liner Project

Task 1: Specifications Review and Preparation	\$ 3,587.50
Task 2: Construction Quality Assurance Plan Review	\$ 2,774.00
Task 3: Health and Safety Plan	\$ 1,848.50
Task 4: Geologic Report and Map of Excavation	\$ 7,300.00
Task 5: Construction Quality Assurance Services	\$ 360,000.00 ²
Task 6: Construction Management Services	\$ 300,000.00 ³
Task 7: Geoelectric Liner Leak Detection Survey Verification	\$ 7,200.00
Task 8: Construction Report	\$ 21,800.00
Task 9: Meetings	\$ 24,100.00
Task 10: Geosynthetic Manufacturing Plant Visits	\$ Optional ⁴
Task 11: Materials re-test (Optional)	\$ 1,000.00 ⁵
Extra Services Contingency	\$ 50,390.00
Total	\$ 780,000.00

¹ Costs for Tasks 1-3 are actuals-invoiced. Those Tasks are considered complete, and their remaining balance has been transferred to still active Tasks.

² Estimated cost based on 215 10-hour days, 1,487,000 square feet of liner, no retests of failing conformance tests, and GSA per diem rates. Additional construction days, inclement weather delays, additional liner quantities, and/or retests of failing tests may result in an increase to the task not-to-exceed amount.

³ Estimated cost based on 215 8-hour days and GSA per diem rates. Additional construction days or inclement weather delays may result in an increase to the task not-to-exceed amount.

⁴ If authorized, a not-to-exceed allocation will be determined from the Extra Services Contingency.

⁵ If authorized, will be paid per unit cost as described in Exhibit A, paragraph L