

## SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into as of MARCH 17, 2022, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation (City), and BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS, INC., a California Corporation (Consultant).

### RECITALS

City and Consultant entered into an Agreement, dated April 25, 2017, for services related to the design of plans and general construction contract documents for the Polk Avenue, Shaw Avenue to Gettysburg Avenue Widening Project ("Agreement").

In response to a request by the City to complete the Noise Abatement Decision Report (NADR) for the subject project, the City has agreed to (1) amend the scope of services described in Exhibit A to the Agreement and (2) compensate Consultant on a total cost of \$7,000.00 for the additional services.

Such additional services as outlined in Exhibit A shall be completed by March 31, 2022.

The Parties desire to memorialize the above-mentioned modifications to the Agreement herein.

### AGREEMENT

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

1. **Scope.** Consultant shall provide additional services as described in **Exhibit "A"**, attached hereto and incorporated herein by reference.
2. **Compensation.** Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total cost of \$7,000.00.
3. **Conflict.** 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. **Effect of Amendment.** Except as otherwise provided herein, the Agreement entered into by City and Consultant, dated April 25, 2017, as amended, remains in full force and effect.
5. **Exhibits.** This Amendment contains one (1) exhibit: Exhibit A.

[SIGNATURES ON 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 California Municipal Corporation

By: [Signature]  
Randall W. Morrison, P.E.  
Assistant Director  
Public Works Department

BLAIR, CHURCH & FLYNN  
a California Corporation

By: [Signature]  
Name: Jeffrey D. Drians  
Title: Vice President  
(If corporation or LLC, Board Chair, Pres.  
or Vice Pres.)

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By: [Signature] 3/17/22  
Date  
Brandon M. Collet  
Senior Deputy City Attorney

By: [Signature]  
Name: ADAM K. HOLT  
Title: CFO  
(If corporation or LLC, CFO, Treasurer,  
Secretary or Assistant Secretary)

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: [Signature] 3/17/22  
Date  
Behnold CMC  
Deputy

REVIEWED BY:

[Signature] P.E.  
Jesus Avitia, P.E. 03/09/22  
Deputy City Engineer

Addresses:  
CITY:  
City of Fresno  
Attention: Jesus Avitia, P.E.  
2600 Fresno Street, 4th Floor  
Fresno, CA. 93721-3623  
Telephone No. (559) 621-8804  
FAX. (559) 457-1277

CONSULTANT:  
Blair, Church & Flynn Consulting  
Engineers  
Attention: Bradley Kerner, P.E.  
Project Manager  
451 Clovis Ave, Suite 200  
Clovis, CA 93612  
Phone: (559) 326-1400

Attachments: Exhibit A – Additional Scope of Services

Exhibit A

ADDITIONAL SCOPE OF SERVICES

Consultant Service Second Amendment to Agreement between  
City of Fresno (City) and Blair, Church & Flynn Consulting Engineers, Inc.,  
a California corporation (Consultant)

Project Understanding

A Noise Study Report (NSR) was prepared by AMBIENT Air Quality & Noise Consulting, LLC to analyze the project's noise impacts in accordance with California Department of Transportation (Caltrans) noise standards. The NSR determined that noise thresholds would be exceeded along a small stretch of four residential receivers on North Polk Avenue (east side of Polk Avenue between Santa Ana Avenue and Fairmont Avenue). These noise levels would be reduced to within Caltrans criteria through a 6-foot barrier and would break the line of sight between a 11.5-foot truck stack and first row receptor with an 8-foot barrier. Per Caltrans standards, a NADR is required to analyze the feasibility of the barrier. The City provided a partially complete NADR as a base document. The scope of services for this proposal includes the work to complete the NADR.

Scope of Services

The following Scope of Services outline describes, in detail, the additional services consultant proposes to provide to the City of Fresno for this amendment.

PART 3 CONSTRUCTION DOCUMENT PHASE

A. Draft Final (90%) Design

1. Consultant shall prepare construction cost estimates for 6-foot and 8-foot high concrete masonry unit sound walls and associated appurtenances including:
  - a. The sound wall and foundation.
  - b. Landscaping and irrigation to discourage wall graffiti.
  - c. The cost for the preparation of temporary construction easements for the sound walls and associated improvements on four parcels.
  - d. Property acquisition cost for temporary construction easements for the sound walls and associated improvements on four parcels.
  - e. 10% contingency for unknown factors at the current stage of project development.
2. Consultant will complete the NADR.
  - a. Review the partially completed NADR to determine if the NSR summary is accurately represented.
  - b. Qualitatively discuss the non-acoustical factors relating to feasibility.

- c. Complete the abatement findings using the estimated construction cost compared to the total reasonable allowance.
- d. Discuss the preliminary recommendations and decision regarding barrier feasibility.
- e. Evaluate the secondary effects of abatement.
- f. Submit an electronic copy of the administrative draft NADR; no hard copies will be provided.
- g. This scope includes an administrative draft version of the report and two rounds of revisions in response to Caltrans comments.
- h. No work, other than what is specifically described in this proposal, is included in the scope of services of this proposed amendment.

Assumptions:

1. The scope of services for this proposal does not include the design of the improvements described, nor the preparation of temporary construction easements. This assumes the submitted NADR will determine that no sound wall is to be constructed for this project, and that Caltrans will approve this determination.
2. The City will provide a cost per square for temporary construction easement acquisitions.
3. No additional noise modeling will be conducted.
4. No new barriers will be proposed.
5. This scope assumes up to two rounds of comments with Caltrans on the NADR.

Compensation

Consultant proposes to provide the additional engineering services described in the foregoing Scope of Engineering Services for a total of \$7,000 in additional compensation. The following table provides a breakdown of the existing compensation budget for each part of the scope of services, along with the corresponding proposed increase.

| <b>Phase</b>   | <b>Original Compensation</b> | <b>Proposed Additional Compensation</b> | <b>Proposed Total Compensation</b> |
|--|------------------------------|---|------------------------------------|
| Part 1 –Schematic Design Phase   | \$33,340                     | \$0                                     | \$33,340                           |
| Part 2 –Design Development Phase   | \$42,160                     | \$0                                     | \$42,160                           |
| Part 3 –Construction Document Phase  | \$33,180                     | \$7,000                                 | \$40,180                           |
| Part 4 –Bidding and Award Phase  | \$4,550                      | \$0                                     | \$4,550                            |
| Part 5 – Construction Phase & General Construction Contract Administration | \$22,600                     | \$0                                     | \$22,600                           |
| <b>Totals:</b>   | <b>\$135,830</b>             | <b>\$7,000</b>                          | <b>\$142,830</b>                   |