

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT ("2nd Amendment") made and entered into as of this 13 day of July, 2014, 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 February 21, 2013, for professional engineering services for the design of plans and general construction documents, hereinafter referred to as "Agreement;"

CONSULTANT has completed Part One of the Agreement;

CITY and CONSULTANT amended the Agreement on December 11, 2013, ("1st Amendment") to increase the time to complete Part 2 of the Agreement; and

CITY and CONSULTANT now desire to modify the scope of work, therein, by requiring additional services.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual premises 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 10 days each for both Part 2 and Part 3 following execution of this Amendment by both parties.


2. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of \$26,300.00.

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 February 21, 2013, and the 1st Amendment, dated December 11, 2013, remain 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


Robert N. Andersen
Public Works Dept. Ass't. Director

Blair, Church & Flynn Consulting
Engineers, Inc.,
a California corporation

By: 
Name: DAVID MOWRY
Title: PRESIDENT / CEO

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: 
Name: ADAM K. HOLT
Title: SECRETARY / CFO

By: Cindy Buer 7/31/14
Deputy

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By:  7/20/14
Brandon Collet
Deputy

REVIEWED BY:


Steven Son, P.E.
Capital Projects Manager

Addresses:
CITY:
City of Fresno
Attention: Michael W. Holly, P.E.
2600 Fresno Street, 4th Floor
Fresno, CA. 93721-3623
Telephone No. (559) 621-8701
FAX. (559) 488-1045

CONSULTANT:
Attention: Blair, Church & Flynn
Consulting Engineers, Inc.
Attention: David A. Mowry, P.E.,
Principal
451 Clovis Avenue, Suite 200
Clovis, CA 93612
Telephone No. (559) 326-1400
FAX: (559) 326-1500

Attachment: Attachment "A" - MODIFICATION TO SCOPE OF WORK – ADDITIONAL
DESIGN SERVICES FOR PEACH AVENUE WIDENING BETWEEN
JENSEN AND BUTLER AVENUES

Attachment 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")

Peach Widening Between Jensen and Butler Avenues

Project Title

Consultant (Blair, Church & Flynn Consulting Engineers, Inc., a California corporation) shall perform each of the tasks described below in item No. 1.

The consultant fee to provide additional design services is itemized as follows:

<u>Item</u>	<u>Task Description</u>	<u>Total Cost</u>
1.	Design, bidding and construction support for splitting the existing construction plans, specifications and estimate into two separate sets of construction documents. The first set of construction documents will include all improvements from south of Jensen Avenue to the south side of Florence Avenue, including the widening of the Central Canal. The second set of construction documents will include all improvements from the south side of Florence Avenue to Butler Avenue, including the railroad crossing. All the tasks for the Bidding Phase will be provided separately for the two different sets of construction documents. All the tasks for the Construction Phase will be provided separately for the two different sets of construction documents.	\$26,300.00
Total Cost		\$26,300.00

The following table summarizes the current and proposed additional engineering fees as well as the additional time, for the project parts.

Part	Current Fees	Additional Fees	Revised Fees	Current Time (Days)	Revised Time (Days)
1	\$116,300.00	\$0.00	\$116,300.00	60	60
2	\$82,260.00	\$7,200.00	\$89,460.00	55	65
3	\$49,160.00	\$3,000.00	\$52,160.00	45	55
4	\$4,790.00	\$4,100.00	\$8,890.00	N/A	N/A
5	\$15,690.00	\$12,000.00	\$27,690.00	N/A	N/A
Totals	\$268,200.00	\$26,300.00	\$294,500.00	160	180

The tasks described above shall be completed in 10 calendar days for Part 2 from the date the parties execute the Second Amendment to Agreement and 10 calendar days for Part 3 from the date of the Notice To Proceed letter issued.