

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this 15th day of March 2023, amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS, Inc. (Consultant).

RECITALS

WHEREAS, City and Consultant entered into an Agreement dated October 20, 2022, for professional engineering services for the design of plans and general construction contract documents for the South Peach Avenue Park (Agreement); and

WHEREAS, City and Consultant now desire to modify the scope of services therein by requiring additional services; and

WHEREAS, due to the need for additional services, the available contingency amount of \$60,000 from the Agreement will be utilized to cover the total fee amount of \$14,028.23 to complete the expanded Scope of Services described by this Amendment; and

WHEREAS, with entry into this Amendment, Consultant agrees that it has no claim, demands, or disputes against the City.

AGREEMENT

NOW, THEREFORE, the parties agree that the 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 30 days 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 \$14,028.23, utilized from the contingency.

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 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 California municipal corporation

By: 
RANDALL W. MORRISON,
Assistant Director
Public Works Department

BLAIR, CHURCH & FLYNN
CONSULTING ENGINEERS, INC.

By: 
Name: Jeffrey D. Brians

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

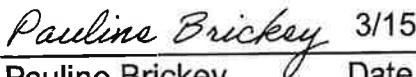
ATTEST:
TODD STERMER, CMC
City Clerk

By:  3-15-23
Records Supervisor
Deputy


By: 
Name: Adam K. Holt

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

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By:  3/15/23
Pauline Brickey Date
Deputy

REVIEWED BY:


Mike Mooneyham, PE
Professional Engineer
Public Works Department

Addresses:
CITY:
City of Fresno

CONSULTANT:
Blair, Church & Flynn Consulting
Engineers, Inc.

Attention: Mike Mooneyham
Professional Engineer
2600 Fresno Street, Room 4016
Fresno, CA 93721
Telephone No. 559-621-8623
E-mail: mike.mooneyham@fresno.gov

Attention: Jeffrey D. Brians
Principal
451 Clovis Ave, Suite 200
Clovis, CA 93612
Telephone No. (559) 326-1400
E-mail: jbrians@bcf-engr.com

Attachment: Attachment A

Attachment A

ADDITIONAL SCOPE OF SERVICES

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

South Peach Park

Additional Scope of Services includes, but is not limited to:

1. Mailer Content and Printing
 - a. Changing the mailer from a single 6"x9" double-sided mailer with a single 5"x7" postage-paid return post card to two 8.5"x11" double-sided surveys with two 3.66"x8.5" double-sided text-weight rack cards.
 - b. Printing of revised mailer pieces in quantities increased from 17,500 to 46,007 required as a result of increasing the survey outreach area from a two-mile radius from the project site to a four-mile radius from the project site.
2. Postage to Mail Revised Mailer Packets
 - a. Postage charges related to increasing the quantity of mailed packets from 17,500 to 39,049 recipients.
 - b. Return mail account setup fee for returned surveys.
3. Credit for Food Allowance at Community Engagement Events
 - a. Providing a credit to the City for community meeting refreshments, which were ultimately supplied by Council District 5.

The cost breakdown of this Amendment is as follows, as quoted by Blair, Church & Flynn March 2, 2023:

Line-Item Description	Net Change
Design and print park information card (8.5"x11" double-sided mailer)	\$ 3,215.00
Design and print survey postcard (3.66"x8.5" double-sided rack card)	\$ 3,215.00
Printing of envelopes	\$ 3,215.00
Postage (outgoing)	\$ 4,843.23
Return mail account setup fee	\$ 290.00
<u>Allowance for community meeting refreshments</u>	<u>(\$ 750.00)</u>
Total net change to contract	\$ 14,028.23