

FOURTH AMENDMENT TO AGREEMENT

THIS FOURTH AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of _____ 2022, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation (City), and Blair, Church and Flynn Consulting Engineers, a California Corporation (Consultant).

RECITALS

City and Consultant entered into an Agreement, dated January 3, 2019, for Professional Engineering services for the design of plans and general construction contract documents for Mid-Town Trail Segments 4 and 5 (Agreement); and

City has reviewed the project requirements and determined the need for additional coordination and deliverables to complete the Design Development phase and move the project to the Construction Document phase; and

City now desires to modify the scope of work of the Agreement to address the additional coordination and deliverable requirements, by requiring additional services and provide payment thereof in the amount of \$55,400.

AGREEMENT

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

1. Consultant shall provide services as described in the Agreement at the increased fee as outlined in **Attachment "A"**, attached hereto and incorporated herein by reference. This Amendment shall have no effect on the time lines stipulated for work in the Agreement.

2. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of \$55,400, subject to change via scope reduction as determined by the City's project manager.

3. City in its sole discretion shall have the option to remove items 3 and/or 4 from 'Attachment "A"' from the scope of this agreement and reduce Consultant's total fee to reflect the reduction in scope, as determined by the City's Project Manager.

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 the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.

5. Except as otherwise provided herein, the Agreement entered into by City and Consultant, dated January 3, 2019, and the Amendments entered into by the City

and Consultant, dated March 21, 2019, December 11, 2020, and April 16, 2021, remain in full force and effect.

[SIGNATURES ON FOLLOWING 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

Blair, Church & Flynn Consulting Engineers,
a California corporation

By: _____
Randall W. Morrison, PE
Assistant Director
Public Works Department

By: _____
Name: Jeffrey D. Brians

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

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____

By: Brandon Collet 12/28/21
Senior Deputy City Attorney II

Name: Adam K Holt
Title: CFO
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

ATTEST:
TODD STERMER, CMC
City Clerk

REVIEWED BY:

By: _____
Deputy

By: _____
Jesus Avitia, PE
Deputy City Engineer

Addresses:

CITY:
City of Fresno
Attention: Jason Miller, PE
2600 Fresno Street, 4th Floor
Fresno, CA 93721-3623
Phone: (559) 621-8653
FAX: (559) 457-1277

CONSULTANT:
Attention: Brad Kerner, PE
Project Manager
451 Clovis Avenue, Suite 200
Clovis, CA 93612
Phone: (559) 326-1400
FAX: (559) 326-1500

Attachments: Attachment "A" – Additional Scope of Services

Attachment A

ADDITIONAL SCOPE OF SERVICES

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

Mid-Town Trail: McKinley Avenue Gap Closure

Project Title

Consultant (Blair, Church & Flynn Consulting Engineers, a California corporation) shall perform each of the tasks described below in items 1-5.

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

| <u>Item</u> | <u>Task Description</u> | <u>Total Cost</u> |
|-------------|---|-------------------|
| 1. | Additional Submittals, Research and Coordination: <ul style="list-style-type: none">• Additional submittals, research and coordination to address maintenance and operational requirements. | \$39,846 |
| 2. | Increased Project Duration: <ul style="list-style-type: none">• Additional project management and record keeping. | \$2,640 |
| 3. | Retaining Wall Aesthetic Treatment Cost Evaluation: Additional fee for evaluation of the cost to provide aesthetic treatment for retaining wall. | \$500 |
| 4. | Retaining Wall Fractured Fin Aesthetic Treatment: <ul style="list-style-type: none">• Services and deliverables related to design, bidding and construction support of Fractured Fin Aesthetic Treatment. | \$10,900 |
| 5. | ROW Finalization Support Services: <ul style="list-style-type: none">• Additional deliverables, meetings and coordination to establish existing ROW. | \$1,514 |
| | Total Cost: | \$55,400 |

The tasks described above shall be completed in 65 calendar days from the date the parties execute the Fourth Amendment to Agreement.