

FIRST AMENDMENT TO CONSULTANT AGREEMENT

THIS FIRST AMENDMENT TO CONSULTANT AGREEMENT (Amendment) made and entered into as of this ____ day of _____, 2024, amends the Consultant Agreement (Agreement) between the CITY OF FRESNO, a California municipal corporation (City), and Borrelli and Associates, Inc., a California Corporation (Consultant), entered into on May 22, 2020, to provide professional Electrical Engineering services for the design of plans and general construction contract documents for Municipal Service Center Generator Upgrade Project (Project).

RECITALS

WHEREAS, pursuant to the Agreement, the City provided compensation to the Consultant for services required or rendered for a total fee of \$177,800 and a contingency amount not to exceed \$12,000 for additional work rendered pursuant to Section 3(d) and authorized by the Director in writing; and

WHEREAS, \$11,300 of the \$12,000 contingency has been utilized for additional work with a remaining contingency amount of \$700; and

WHEREAS, Consultant has completed the one hundred percent (100%) set drawings portion of the Agreement; and

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

WHEREAS, City will utilize the \$700 remaining contingency funds in the Agreement, plus an additional \$24,300, for a total fee amount of \$25,000, for additional services.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree that the Agreement be amended as follows:

1. Consultant shall provide additional services as described in **Attachment A – Additional Scope of Services**, attached hereto and incorporated herein by reference. Such additional services shall be completed within 20 working 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 \$25,000.

3. In the event of any conflict between the body of this First 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 October 22, 2020, remains in full force and effect.

[Signatures follow on the 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: _____
Brian Barr, Director
General Services Director

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

APPROVED AS TO FORM:
Andrew Janz

Signed by:
By: Tricia Herrera 12/3/2024
6D03E4AD28E0466... Date
Deputy City Attorney

Addresses:
CITY:
City of Fresno
Attention: Craig Ricci
Capital Development Specialist
2101 G Street, Building C
Fresno, CA 93706
Telephone No. 559-960-2218
FAX. 559-457-1517
Attachment: Attachment A

Borrelli and Associates, Inc.
a California Corporation

DocuSigned by:
By: John Borrelli 12/2/2024
41B7D658FB4A4DC...
Name: John Borrelli

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

DocuSigned by:
By: Lilly Zaragoza 12/3/2024
5F8ED51E33C3445...
Name: Lilly Zaragoza

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

REVIEWED BY:

DocuSigned by:
Robin O'Malley 12/3/2024
964B555CF74D4BA...

CONSULTANT:
Attention: John Borrelli
President
6011 N. Fresno St., Suite 130
Fresno, CA 93710
Telephone No. (559)
436-0881 FAX: (559)
436-0887

Attachment A

ADDITIONAL SCOPE OF SERVICES
Consultant Service First Amendment to Agreement between City of Fresno (City) and
Borrelli and Associates, Inc. (Consultant)

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

- Re-design for three (3) Bluestar substituted generators
- Update the following drawings:
 - Electrical
 - Structural
 - Plumbing
- City Plan Review and Back Check Submittals

Drawing Schedule:

- Drawing Revisions 20 working days (from Notice to Proceed)

Exclusions:

- Agency and Utility Processing Fees

Hourly Rates:

- President \$180.00
- Principal Engineer \$160.00
- Project Manager \$130.00
- Designer \$105.00
- Drafting \$ 70.00
- Clerical \$ 40.00