

## FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this \_\_\_\_ day of May 2018, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation (City), and WILLDAN ENGINEERING, a California Corporation (Consultant).

### RECITALS

City and Consultant entered into an Agreement, dated November 15, 2013, for professional traffic and civil engineering services for the design of plans and general construction contract documents for a New Traffic Signal at the Intersection of Shields Avenue and Weber Avenue, (Agreement);

Consultant has completed Parts One, Two, and Three of the Agreement; and

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

### 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 20 calendar 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 \$3,980.00.

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 November 15, 2013, 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

\_\_\_\_\_  
Randall W. Morrison, P.E., M.C.E.  
Assistant Public Works Director  
Public Works Department

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By:  5/1/18  
Date  
Brandon M. Collet  
Senior Deputy City Attorney

ATTEST:  
YVONNE SPENCE, MMC  
City Clerk

By: \_\_\_\_\_  
Date  
Deputy

Addresses:  
CITY:  
City of Fresno  
Attention: Michel W. Holly, P.E.  
2600 Fresno Street, 4th Floor  
Fresno, CA 93721-3623  
Telephone: (559) 621-8701  
FAX: (559) 488-1048

Attachment: Attachment A

WILLDAN ENGINEERING,  
A California corporation

By: 

Name: David Hunt

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

By: 

Name: KATE NOUNJON

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

REVIEWED BY:

  
Scott Tyler, Public Works Manager  
Public Works Department

CONSULTANT:  
Willdan Engineering  
Attention: Vanessa Munoz, Proj. Mgr.,  
P.E., T.E.  
2014 Tulare Street, Suite 515  
Fresno, CA 93721  
Telephone: (559) 443-5290  
FAX: (559) 485-8048

Attachment A

ADDITIONAL SCOPE OF SERVICES  
Consultant Service First Amendment to Agreement between City of Fresno (City) and  
Willdan Engineering (Consultant)

New Traffic Signal at the Intersection of Shields Avenue and Weber Avenue

The First Amendment to Agreement revises the civil and traffic plans, and the specifications and estimate due to the removal of the Union Pacific Railroad (UPRR) driveway on the west side of the intersection per Scott Larsen at UPRR in an email dated October 19, 2017.

Consultant (Willdan Engineering) shall perform each of the tasks described below in items 1 through 3.

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

<u>Item</u>	<u>Task Description</u>	<u>Total Cost</u>
1.	Revise Civil Plans	\$ 750.00
2.	Revise Traffic Plans	\$2,730.00
3.	Revise Specifications and Estimate	\$ 500.00
	Total Cost	<hr/> \$3,980.00

The tasks described above shall be completed in 20 calendar days from the date the parties execute the First Amendment to Agreement.