

## **FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 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 a Consultant Services Agreement for professional on-call Land Surveying Services (Agreement), dated November 17, 2021; and

WHEREAS, City and Consultant now desire to increase the total not to exceed the amount of \$550,000.00 of the Agreement.

### **AGREEMENT**

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

1. The recitals set forth above are incorporated herein by reference and made part of this First Amendment.
2. Section 3(n) of the Agreement is amended to read as follows:

(n) The total amount payable by the City for all Task Orders resulting from under the Agreement shall not exceed \$550,000.00. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Task Orders.
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. Further any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for the 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 17, 2021, remains in full force and effect.

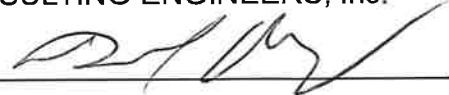
**[Signatures follow on the next page.]**

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO  
a municipal corporation


BLAIR, CHURCH & FLYNN  
CONSULTING ENGINEERS, Inc.


By: \_\_\_\_\_  
RANDALL W. MORRISON  
Assistant Director  
Public Works Department

By:   
Name: David Mowry

Title: President/CEO  
(If corporation or LLC, Board Chair, Pres.  
Secretary or Vice Pres.)


APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By:   
Name: Adam Holt

By:  4/13/23  
Jennifer M. Quintanilla Date  
Senior Deputy City Attorney

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

ATTEST:  
TODD STERMER, CMC  
City Clerk

REVIEWED BY:  
  
Scott Tyler, PE  
Public Works Manager  
Public Works Department

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

Jason A. Camit  
CITY OF FRESNO  
2600 Fresno Street  
Fresno, CA 93721  
(559) 621-8681

CONSULTANT:  
BLAIR, CHURCH & FLYNN  
Attention: David Mowry, PE