

## **FOURTH AMENDMENT TO AGREEMENT**

THIS FOURTH AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2024, amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS, INC., a California Corporation (Consultant).

### **RECITALS**

WHEREAS, City and Consultant entered into an Agreement dated April 25, 2017, for services related to the design of plans and general construction contract documents for the Polk Avenue, Shaw Avenue to Gettysburg Avenue Widening Project (Agreement); and

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

WHEREAS, the City and the Consultant amended the agreement on December 6, 2018 (First amendment), to add a HAWK type pedestrian crossing and widening the east side of Polk Avenue; and

WHEREAS, the City and the Consultant amended the agreement on March 17, 2022 (Second Amendment), to complete a Noise Abatement Decision Report; and

WHEREAS, the City and the Consultant amended the agreement on May 31, 2022 (Third Amendment), to provide positive utility locations (potholing); and

WHEREAS, 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 per the Agreement dated April 25, 2017, 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 \$40,300.

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 April 25, 2017, and amended on December 6, 2018, March 17, 2022 and May 31, 2022 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., a  
California Corporation

By: \_\_\_\_\_  
RANDALL W. MORRISON, P.E.  
Director  
Capital Projects Department

By: Jeffrey D. Brians  
Name: Jeffrey D. Brians  
Title: Vice President  
(If corporation or LLC, Board Chair, Pres.  
or Vice Pres.)

ATTEST:  
TODD STERMER, CMC  
City Clerk

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

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

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

REVIEWED BY:

By: Christine C. Charitar 4/16/29  
Christine C. Charitar Date  
Deputy City Attorney

Alex Gonzalez  
Alex Gonzalez, P.E.  
Licensed Professional Engineer  
Capital Projects Department

Addresses:  
CITY:  
City of Fresno  
Attention: Alex Gonzalez, P.E.  
747 R Street, 2nd Floor  
Fresno, CA. 93721-3623  
Telephone No. (559) 621-8670

CONSULTANT:  
Blair, Church & Flynn Consulting  
Engineers  
Attention: Bradley Kerner, P.E.  
Project Manager  
451 Clovis Ave, Suite 200  
Clovis, CA 93612  
Phone: (559) 326-1400

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.,  
a California corporation (Consultant)

Polk Avenue, Shaw Avenue to Gettysburg Avenue Widening Project  
Project Title

Consultant shall perform the following task described below:

### **FRESNO IRRIGATION DISTRICT PIPELINE REPLACEMENT**

#### Project Understanding

The City, in coordination with FID, desires to remove and replace a portion of the Teague School Canal pipeline within the proposed landscape strip shown on the City's Polk Avenue Widening plans between Rialto Avenue and Acacia Avenue.

Since Blair, Church & Flynn (BC&F) is currently preparing 90% design level documents, new FID plan sheets will be prepared at the 90% design level and incorporated into the subject plan set.

#### Scope of Services

The following Scope of Services outline describes, in detail, the additional services BCF proposes to provide to the City of Fresno for this amendment associated with the incorporation of the FID pipeline reconstruction.

### PART 3 CONSTRUCTION DOCUMENT PHASE

#### A. 90% Design

1. Project management related to the FID pipeline reconstruction
2. Prepare the following plans:
  - a. FID pipeline plan and profile sheet
  - b. FID pipeline detail sheet
3. Update street widening plan sheets for new FID improvements
4. Update project technical specifications for new FID improvements
5. Update engineer's opinion of probable construction cost for new FID improvements
6. Submit revised plans, specifications and estimate to City and FID for review.

#### B. Final Design

1. Address 90% review comments related to the FID pipeline reconstruction

2. Prepare 100% plans related to the FID pipeline reconstruction
3. Prepare 100% specifications related to the FID pipeline reconstruction
4. Prepare 100% engineer's opinion of probable construction cost related to the FID pipeline reconstruction
5. Submit additional content to 100% plans, technical specifications, and estimate to City and FID for review related to the FID pipeline reconstruction
6. Address 100% review comments related to the FID pipeline reconstruction
7. Submit additional content to final plans for signature related to the FID pipeline reconstruction
8. Support City in obtaining approval signatures related to the FID pipeline reconstruction

#### PART 4 BIDDING PHASE

##### A. Bidding and Award Phase

1. Provide clarification of construction documents and support City in the preparation of addenda relating to the FID pipeline reconstruction

#### PART 5 CONSTRUCTION PHASE

##### A. Construction Phase & General Construction Contract Administration

1. Review shop drawings and contractor submittals related to the FID pipeline reconstruction
2. Review contractor request for information (RFI's) related to the FID pipeline reconstruction
3. Support City in the preparation of construction contract change orders related to the FID pipeline reconstruction
4. Provide one additional construction site observation
5. Prepare record drawing content related to the FID pipeline reconstruction

##### Assumptions:

1. The new FID plan sheets will be incorporated into the street widening plans. A separate FID cover sheet will not be prepared.
2. All work associated with agreements between the City and FID will be performed by City staff.
3. All construction work will be performed within existing street rights-of-way. No temporary construction easements will be required.
4. Additional environmental permitting is not included in the scope of services.
5. Any fees due related to the FID plans, including but not limited to plan review, inspection, permits, or other fees, will be paid by the City.

## Compensation

BCF proposes to provide the engineering services described in the foregoing Scope of Engineering Services on a lump sum basis for a total of \$23,100 in additional compensation for the FID pipe replacement design. Table A provides a breakdown of the existing compensation budget for each part of the scope of services, along with the corresponding proposed increases.

## **STORM DRAIN REDESIGN**

### Project Understanding

Potholing operations requested by the City as part of project Amendment No. 3 identified two AT&T duct improvements in conflict with the proposed pipeline grades shown on the project storm drain plans. The Fresno Metropolitan Flood Control District (FMFCD) reviewed these conflicts and determined that inverted siphons in the proposed storm drain would need to be constructed. Subsequent hydraulic calculations performed by FMFCD, incorporating these siphons into the storm drain system, identified the need to upsize the storm drain between the end of the existing storm drain pipeline located to the east of Hayes Avenue (the connection point with our proposed storm drain improvements) and a future masterplan storm drain lateral located further to the east. The resulting redesign will upsize approximately 330 feet of 36-inch storm drain to 42-inch.

Since Blair, Church & Flynn (BC&F) is currently preparing 90% design level documents, updated FMFCD plan sheets will be prepared at the 90% design level and incorporated into the subject plan set.

### Scope of Services

The following Scope of Services outline describes, in detail, the additional services BCF proposes to provide to the City of Fresno for this amendment.

## **PART 3 CONSTRUCTION DOCUMENT PHASE**

### **A. 90% Design**

1. Project management and FMFCD coordination
2. Prepare revised FMFCD plans
3. Update street widening plan sheets for revised FMFCD improvements
4. Update project technical specifications for revised FMFCD improvements
5. Update engineer's opinion of probable construction cost for revised FMFCD improvements

### **B. Final Design**

1. Address 90% review comments associated with the described revised scope of services

2. Revise 100% FMFCD plans associated with the described revised scope of services
3. Revise 100% specifications associated with the described revised scope of services
4. Revise 100% engineer's opinion of probable construction cost to accommodate the described revised scope of services
5. Address 100% review comments associated with the described revised scope of services

#### PART 4 BIDDING PHASE

##### A. Bidding and Award Phase

1. Provide clarification of construction documents and support City in preparation of addenda associated with the described revised scope of services

#### PART 5 CONSTRUCTION PHASE

##### A. Construction Phase & General Construction Contract Administration

1. Review shop drawings and contractor submittals associated with the described revised scope of services
2. Review contractor requests for information (RFIs) associated with the described revised scope of services
3. Support City in the preparation of construction contract change orders associated with the described revised scope of services
4. Provide one additional construction site observation associated with the described revised scope of services

#### Assumptions:

1. Additional environmental permitting is not included in the scope of services.
2. Any fees due related revisions of the FMFCD plans, including but not limited to plan review, inspection, permits, or other fees, will be paid by the City.

#### Compensation

We propose to provide the engineering services described in the foregoing Project Understanding and Scope of Services on a lump sum basis for a total of \$17,200 in additional compensation for the storm drain redesign. Table A provides a breakdown of the existing compensation budget for each part of the scope of services, along with the corresponding proposed increases.

**Table A**

<b>Phase</b>	<b>Original Compensation Plus Amendments 1 through 3</b>	<b>Proposed Additional FID Pipeline Replacement Compensation</b>	<b>Proposed Additional Storm Drain Redesign Compensation</b>	<b>Proposed Total Compensation</b>
Part 1 – Schematic Design Phase	\$33,340	\$0	\$0	\$33,340
Part 2 – Design Development Phase	\$42,160	\$0	\$0	\$42,160
Part 3 – Construction Document Phase	\$67,080	\$19,300	\$14,400	\$100,780
Part 4 – Bidding and Award Phase	\$4,550	\$1,200	\$1,400	\$7,150
Part 5 – Construction Phase & General Construction Contract Administration	\$22,600	\$2,600	\$1,400	\$26,600
<b>Totals:</b>	<b>\$169,730</b>	<b>\$23,100</b>	<b>\$17,200</b>	<b>\$210,030</b>