

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into on ^{November 17}_____, 2021, amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and Blair, Church & Flynn Consulting Engineers, a California Corporation (Consultant).

RECITALS

WHEREAS, City and Consultant entered into an agreement, dated August 19, 2021 (Agreement) to provide professional engineering services for the Van Ness Avenue Water Transmission Grid Main Project (Project) for a total fee of \$287,700, which includes a contingency of \$30,000; and

WHEREAS, City desires to expand scope of services including, but not limited to, provide additional utility locating engineering services; and

WHEREAS, the City and Consultant desire to increase the total compensation by \$10,527 to complete the expanded Scope of Work, which said amount will be covered by available contract contingency; and

WHEREAS, with entry into this Amendment, Consultant agrees that it has no claim, demand, or dispute against City.

AGREEMENT

NOW, THEREFORE, the City and the Consultant agree that the aforesaid Agreement be amended as follows:

1. **Exhibit A** of the Agreement is amended to expand the scope of services indicated in **Exhibit A1**, attached hereto and incorporated herein by reference.
2. Section 3(a) of the Agreement is amended in its entirety to read as follows:

“(a) The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed \$268,227.00, paid on a time and materials basis in accordance with the schedule of fees contained in Exhibit A, and a contingency amount not to exceed \$19,473.00 for any additional work rendered pursuant to Subsection (d) below and authorized in writing by the Director.”
3. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant, dated August 19, 2021, shall remain 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

DocuSigned by:
By: Michael Carbajal 11/12/2021
0DA014AF5B8D44B...
Michael Carbajal, Director
Department of Public Utilities

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

DocuSigned by:
By: Brandon Collet 11/12/2021
1CFC8474C7A94DB...
Brandon M. Collet
Senior Deputy City Attorney

ATTEST:
BRIANA PARRA, CMC
Interim City Clerk

DocuSigned by:
By: Bernard Canez 11/17/2021
2E1BC57E778C4E1...
Bernard Canez
Deputy

Attachment: Exhibit A1

Blair, Church & Flynn Consulting
Engineers, a California Corporation

DocuSigned by:
By: David Mowry 11/10/2021
380FFB344F26423...
Name: David Mowry

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

DocuSigned by:
By: Adam K Holt 11/10/2021
883B9088F2034D8...
Name: Adam K Holt

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

EXHIBIT A1

ADDITIONAL PROFESSIONAL SERVICES

Project Understanding

Blair, Church & Flynn (BCF) is currently under contract with the City of Fresno to design a water transmission grid main (TGM) within Van Ness Avenue and the associated services for properties along Van Ness. Due to the likelihood of unknown subsurface impediments along the proposed pipeline alignment, the City requested additional work be performed utilizing ground penetrating radar (GPR). BCF has coordinated with our subconsultant, Bess Testlab to obtain a proposed scope of work for such services and will provide a report to BCF of all identified utilities and impediments. BCF will incorporate this information into our base drawings for the project to reduce risks of delays during design and construction due to these unknown factors. This amendment includes the tasks to be completed by Bess Testlab to obtain necessary information within Amador Street and Van Ness Avenue from Divisadero to Merced Street.

Scope of Services

The specific services proposed by Bess Testlab are summarized as follows:

- I. 1-Person Utility Locate & Mark w/ GPR
- II. 2-Person Survey Crew to Survey Utility Markings
- III. CAD Technician/Drafting Utility Base Drawing

Services Outside of Scope

Services not included under this scope of work, but that may be provided upon request, include the following:

- 1. Environmental studies and investigations
- 2. Preparation of Stormwater Pollution Prevention Plan (SWPPP)
- 3. Field boundary surveys, property corner surveys or preparation of records of survey
- 4. Analysis or studies outside those already performed
- 5. Preparation of bid documents outside that of the technical specifications
- 6. Acquisition of building permits
- 7. Attendance at public meetings beyond those described in the original Agreement
- 8. Design services related to the relocation of franchise utilities
- 9. Construction staking
- 10. Daily construction inspection and testing
- 11. Payment of fees
- 12. Acquisition of title information

Professional Services Fee

Blair, Church & Flynn will provide the engineering services described in the above Scope of Services for a lump sum amount totaling \$10,527.00. Additional services not specified in the Scope of Services are available upon request and can be provided on a time and materials basis according to the Fee Schedule shown in Exhibit A of the original Agreement.

Schedule

Blair, Church & Flynn will coordinate with the subconsultant upon acceptance and approval of this amendment to get on their schedule and begin utility locating work as soon as possible.