

## FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this <sup>December 11<sup>th</sup></sup> ~~November~~ day of 2013, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation ("CITY"), and Blair, Church & Flynn Consulting Engineers, Inc., a California corporation ("CONSULTANT").

### RECITALS

CITY and CONSULTANT entered into an Agreement, dated February 21, 2013, for professional engineering services for the design of plans and general construction documents for Peach Avenue Widening Between Jensen and Butler Avenues, ("Agreement");

CONSULTANT has completed Part One of the Agreement; and

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


### AGREEMENT

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

1. CONSULTANT shall provide additional services as described in **Attachment "A"**, attached hereto and incorporated herein by reference. The time to complete Part 2 of the Agreement is revised from 45 days to 55 days.
2. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of \$13,400.00.
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 February 21, 2013, remains in full force and effect.

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

  
Efren Banuelos  
Public Works Dept. Assistant. Director

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk


By:   
Deputy  
12/11/2013

APPROVED AS TO FORM:  
DOUG SLOAN  
City Attorney

By:   
Brandon M. Collet  
Deputy  
12/14/13

Addresses:  
CITY:  
City of Fresno  
Attention: Michael W. Holly, P.E.,  
2600 Fresno Street, 4<sup>th</sup> Floor  
Fresno, CA. 93721-3623  
Telephone No. 559-621-8701  
FAX. 559-488-1045

BLAIR, CHURCH & FLYNN  
CONSULTING ENGINEERS, INC.,  
a California corporation

By:   
Name: KARL E. KIENDOW

Title: VICE PRES

By:   
Name: ADAM K. HOLT

Title: CFO / SECRETARY

REVIEWED BY:

  
Steven Son, P.E.  
Capital Projects Manager

CONSULTANT:  
Blair, Church & Flynn Consulting  
Engineers, Inc.  
Attention: David A. Mowry, P.E.,  
Principal  
451 Clovis Avenue, Suite 200  
Clovis, CA 93612  
Telephone No.: (559) 326-1400  
FAX: (559) 326-1500

Attachment: Attachment "A" - MODIFICATION TO SCOPE OF WORK - ADDITIONAL

BMC:prn [63376prn/agt] 11-25-13

DESIGN SERVICES FOR PEACH AVENUE WIDENING BETWEEN  
JENSEN AND BUTLER AVENUES

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")

Peach Avenue Widening Between Jensen and Butler Avenues

Project Title

Consultant (Blair, Church & Flynn Consulting Engineers, Inc., a California corporation) shall perform each of the tasks described below in Item No. 1.

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

<u>Item</u>	<u>Task Description</u>	<u>Total Cost</u>
1.	Design, bidding and construction support for a new traffic signal at Peach and Hamilton Avenues	<u>\$13,400.00</u>
Total Cost		\$13,400.00

The following table summarizes the current and proposed additional engineering fees as well as the additional time, for the project parts.

Part	Current Fees	Additional Fees	Revised Fees	Current Time (Days)	Revised Time (Days)
1	\$116,300.00	\$0.00	\$116,300.00	60	60
2	\$74,700.00	\$7,560.00	\$82,260.00	45	55
3	\$44,700.00	\$4,460.00	\$49,160.00	45	45
4	\$4,100.00	\$690.00	\$4,790.00	N/A	N/A
5	\$15,000.00	\$690.00	\$15,690.00	N/A	N/A
<b>Totals</b>	<b>\$254,800.00</b>	<b>\$13,400.00</b>	<b>\$268,200.00</b>	<b>150</b>	<b>160</b>

The tasks described above shall be completed in 55 calendar days from the date of the Notice to Proceed for Part 2 of the Agreement.