

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of _____ 2025, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation (City), Mark Thomas & Company, Inc., a California Corporation (Consultant).

RECITALS

City and Consultant entered into an Agreement, dated March 16, 2020 (Agreement), for professional engineering services for the design of plans and general construction document for a total fee of \$192,338 with a \$10,000 contingency; and

WHEREAS, the City has reviewed the project requirements and determined the need for additional scope of work; and

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

AGREEMENT

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

1. The Consultant shall provide additional services as described in Attachment A, which is attached hereto and incorporated herein by reference. Such additional services shall be completed within 30 calendar days following the execution of this Amendment by both parties.

2. The Consultant's sole compensation for satisfactory performance of all services required or rendered under this Amendment shall be a total net fee of \$38,262.

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. Furthermore, any terms or conditions in any exhibit or attachment that purport to modify the allocation of risk between the parties, as provided in the body of this Amendment, shall be null and void.

4. Except as otherwise provided herein, the Agreement remains in full force and effect.


[SIGNATURES FOLLOW ON NEXT PAGE.]

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

City of Fresno,
A California municipal corporation

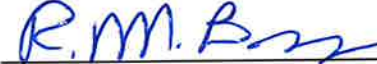
Mark Thomas & Company, Inc.
A California corporation

By: _____
Georgeanne A. White
City Manager


By:  _____
Name: Zach Siviglia

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

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By:  _____
Name: Matt Brogan

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

By:  _____ 1/23/25
Christine C. Charitar
Deputy City Attorney Date

ATTEST:
TODD STERMER, CMC
City Clerk

REVIEWED BY:

By: _____
Deputy Date

 _____
Abdul BinMahfodh
Project Manager

Addresses:
CITY:
City of Fresno
Attention: Abdul BinMahfodh
747 R Street, 2nd Floor
Fresno, CA. 93721
Phone: (559) 621-8701
FAX: (559) 488-1045

CONSULTANT:
Mark Thomas & Company, Inc.
Attn: Nicholas Yanes
7517 North Remington Avenue, Suite 102
Fresno, CA. 93711
Phone: (559) 374-3123

Attachment: Attachment A

Attachment A

ADDITIONAL SCOPE OF SERVICES

Consultant Service First Amendment to Agreement between City of Fresno ("City") and Mark Thomas & Company, Inc. ("Consultant")

Ashlan Avenue Widening Project between Polk Avenue and Cornelia Avenue

1. Management & Coordination:

Mark Thomas is to spend effort to review new concept necessary for the additional coordination that has been required.

2. Meetings (Up to 5):

This additional budget is for the additional meetings with the City.

3. QA/QC:

This additional budget for the Sr. Technical Engineer to review the Plan, Spec and Estimate of the project with the addition of the driveway approach improvements.

4. Construction Plans:

This adds additional budget for the work of the redesign of driveway approaches at the property APN: 51101205S along the Southside of the EB Ashlan Ave traffic. This includes the work necessary for the additional topography data request exhibit, updating the surface data with the additional topographical data, designing of Caltrans standard retaining wall with railing, design of ADA access from house to driveway, updating sheets that include the driveway improvements, updating specifications, and updating estimate.

5. Bid Documents:

This adds additional budget to replenish the initial exhibit and meeting work that was billed in the interim for this additional work. We need the original billing amount for this task to complete the 100% comments creating the bid set of plans, specs and estimate.

6. Construction Support:

This additional budget is for the additional construction support needed for the retaining wall design.