

### **THIRD AMENDMENT TO AGREEMENT**

This Third Amendment to Agreement (Amendment) made and entered into as of \_\_\_\_\_, 2022, 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**

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

WHEREAS, as part of design coordination efforts, Consultant will provide positive utility locations (potholing). The City has agreed to (1) increase the scope of services described in **Exhibit A** to the Agreement, to include potholing, and (2) compensate the Consultant a total cost of \$26,900.00 for the additional services; and

WHEREAS, the City and the Consultant entered into a First Amendment on December 6, 2018, to add a HAWK type pedestrian crossing and widening the east side of Polk Avenue; and

WHEREAS, the City and the Consultant entered into a second amendment on March 17, 2022, to complete a Noise Abatement Decision Report; and

WHEREAS, the Parties desire to memorialize the above-mentioned modifications to the Agreement herein.

#### **AGREEMENT**

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

1. **Scope.** The Consultant shall provide additional services as described in **Exhibit A**, attached hereto and incorporated herein by reference.
2. **Compensation.** The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total cost of \$26,900.00.
3. **Conflict.** 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. **Effect of Amendment.** Except as otherwise provided herein, the Agreement entered into by City and Consultant, dated April 25, 2017, and amended on December 6, 2018, and March 17, 2022, remains in full force and effect.

5. **Exhibits.** This Amendment contains one (1) exhibit: **Exhibit A.**

[SIGNATURES ON 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

By: \_\_\_\_\_  
Randall W. Morrison, P.E.  
Assistant Director  
Public Works Department

BLAIR, CHURCH & FLYNN  
a California Corporation

By: \_\_\_\_\_  
Jeffrey D. Brians  
Vice President

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By: \_\_\_\_\_ 5/10/22  
Brandon M. Collet Date  
Senior Deputy City Attorney

By: \_\_\_\_\_  
Adam K. Holt  
Chief Financial Officer

ATTEST:  
TODD STERMER, CMC  
City Clerk

REVIEWED BY:

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

\_\_\_\_\_  
Jesus Avitia, P.E.  
Deputy City Engineer

Addresses:  
CITY:  
City of Fresno  
Attention: Jesus Avitia, P.E.  
2600 Fresno Street, 4th Floor  
Fresno, CA. 93721-3623  
Telephone No. (559) 621-8804  
FAX. (559) 457-1277

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

Attachments: Exhibit A – Additional Scope of Services

## **Exhibit A**

### **ADDITIONAL SCOPE OF SERVICES**

Consultant Service Third Amendment to Agreement between  
City of Fresno (City) and Blair, Church & Flynn Consulting Engineers, Inc.,  
a California corporation (Consultant)

#### Project Understanding

As part of design coordination efforts, Consultant has determined the utilities shown in Exhibit A-1, be potholed. The locations for the potholes will be determined by a combination of record drawings, locations of existing surface improvements, and Underground Service Alert markings. Consultant will prepare a CAD drawing of the approximate pothole locations which the City surveyors will use to mark the locations in the field. Our subconsultant (T2 Utility Engineers) will then pothole the existing utilities and City survey crews will survey the horizontal and vertical location of the utility. This information will then be incorporated into the plans and provided to the City. Consultant shall identify and mitigate any design conflicts, including coordination with any affected agencies.

#### Scope of Services

The following Scope of Services outline describes, in detail, the additional services the Consultant will provide the City for this amendment.

### **PART 3 CONSTRUCTION DOCUMENT PHASE**

#### **A. Draft Final (90%) Design**

1. Project management
2. Prepare CAD file for pothole locations
3. Send CAD file to City for field marking
4. Perform potholing
5. Incorporate pothole information into base files
6. Revise utility locations on the plans based on pothole data
7. Provide copies of the potholing results to affected utility authorities with conflicting improvements and attend a maximum of two (2) meetings with affected agencies to discuss potential resolutions.

#### Assumptions:

1. It is understood by all parties that the extent of any design revisions resulting from the potholing operations described in this amendment cannot be quantified until after the potholing is completed. Therefore, this proposal does not include costs

for redesign of the proposed contract improvements resulting from the information obtained from the potholing operations.

2. City survey crews will field mark and provide a CAD file on the project coordinate system with the locations and elevations of the proposed potholes.
3. T2 Utility Engineers will submit traffic control plans to the City and obtain approval of said plans before beginning field work.
4. The City will provide a no-fee encroachment permit for the work associated with this ~~proposal~~
5. City will obtain right-of-entry documents for potholing on privately owned parcels.
6. Native soil excavations from potholes will be acceptable for backfill and compaction.
7. Asphalt concrete cold patch resurfacing is acceptable for all potholes.
8. The removal of Underground Service Alert pavement markings is not required.
9. Sewer laterals have been excluded from potholing.

#### Compensation

Consultant proposes to provide the engineering services described in the foregoing Scope Services for a total of \$26,900 in additional compensation. The following table provides a breakdown of the existing compensation budget for each part of the scope of services, along with the corresponding proposed increase.

<b>Phase</b>	<b>Original Compensation Plus Amendments 1 and 2</b>	<b>Proposed Additional Compensation</b>	<b>Proposed Total Compensation</b>
Part 1 –Schematic Design Phase	\$33,340	\$0	\$33,340
Part 2 –Design Development Phase	\$42,160	\$0	\$42,160
Part 3 –Construction Document Phase	\$40,180	\$26,900	\$67,080
Part 4 –Bidding and Award Phase	\$4,550	\$0	\$4,550
Part 5 – Construction Phase & General Construction Contract Administration	\$22,600	\$0	\$22,600
<b>Totals:</b>	<b>\$142,830</b>	<b>\$26,900</b>	<b>\$169,730</b>