

## **FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this 20 day of March 2024, amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and Provost & Pritchard Engineering Group, Inc., a California Corporation (Consultant).

### **RECITALS**

- A. WHEREAS, City and Consultant entered into an Agreement dated June 18, 2021 for Blackstone Avenue Overlay between Nees Avenue and Minarets Avenue (Agreement) in the amount of \$119,500, with a contingency amount not to exceed \$10,000; and
- B. WHEREAS, Consultant has completed Parts One, Two, and Three of the Agreement; and
- C. WHEREAS, additional services are required outside the original scope of services, which include, but are not limited to, reducing the three northbound lanes to accommodate the extended Bus Rapid Transit (BRT) lane, adding flexible delineator posts, incorporating changes due to adjacent commercial development (Nike), and addressing comments provided on Final Plans; and
- D. WHEREAS, City and Consultant now desire to enter into this First Amendment to modify the agreement to increase the scope of work necessary, utilizing \$9,616 in existing contingency monies to complete work for a total contract amount of \$129,116 with a remaining contingency amount not to exceed \$384.

### **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 within 14 days following execution of this First Amendment by both parties.
- 2. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this First Amendment is not modified from the original agreement utilizing \$9,616 in existing contingency monies for additional work for a total contract amount of \$129,116 with a remaining contingency amount not to exceed \$384.
- 3. In the event of any conflict between the body of this First Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this First 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 First Amendment, shall be null and void.
- 4. Except as otherwise provided herein, the Agreement entered into by City and Consultant, dated June 18, 2021, remains in full force and effect.

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

CITY OF FRESNO,  
a California municipal corporation

By: Jesus Avitia, PE  
Jesus Avitia, PE, 03-19-24  
Assistant Director  
Capital Projects Department

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By: Jennifer M. Wharton 3/19/24  
Jennifer M. Wharton Date  
Deputy City Attorney

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: [Signature] 3/20/2024  
Deputy Date

Provost & Pritchard Engineering Group,  
Inc., a California Corporation

By: Ronald J. Samuelian  
Name: RONALD J. SAMUELIAN

Title: PRESIDENT/CEO  
(If corporation or LLC, Board Chair,  
Pres. or Vice Pres.)

By: Jeffrey Dorn  
Name: Jeffrey Dorn

Title: Director of Operations  
(If corporation or LLC, CFO, Treasurer,  
Secretary or Assistant Secretary)

REVIEWED BY:

Gustavo Rangel  
Gustavo Rangel  
Engineer I  
Capital Projects Department

Addresses:

CITY:  
City of Fresno  
Attention: Jesus Avitia  
747 R Street, 2<sup>nd</sup> Floor  
Fresno, CA 93721  
Telephone No. 559-621-8804  
FAX: 559-457-1277

CONSULTANT:

Provost & Pritchard Engineering Group,  
Inc  
Attention: Jeffrey Dorn, PE,  
Project Manager  
286 W. Cromwell Avenue  
Fresno, CA 93711  
Telephone No. (559) 449-2700  
FAX: (559) 449-2715

Attachment: Attachment A – Additional Scope of Services

## Attachment A

### ADDITIONAL SCOPE OF SERVICES

Consultant Service First Amendment to Agreement between City of Fresno (City) and  
Provost & Pritchard Engineering Group, Inc. (Consultant)

#### Blackstone Avenue Overlay between Nees Avenue and Minarets Avenue

Additional Scope of Services includes but is not limited to: Reducing the three northbound lanes to accommodate the extended Bus Rapid Transit (BRT) lane, adding flexible delineator posts, incorporating changes due to adjacent commercial development (Nike), and addressing comments provided on Final Plans.

Total Cost for the Design Scope Changes.

Total Cost  
\$9,616

**Total Cost                      \$9,616**