

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of _____, 2022, amends the Consultant Services Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and Blair, Church & Flynn Consulting Engineers, Inc., a California corporation (Consultant).

RECITALS

WHEREAS, City and Consultant entered into an agreement, dated December 12, 2019 (Agreement) to provide professional engineering services for the design of plans and general construction contract documents for North Avenue 66-inch Sewer Trunk Main (Project); and

WHEREAS, City has reviewed the project requirements and determined the need for additional coordination with the California Department of Transportation (CalTrans) and additional deliverables to complete Construction Document Phase and move the project to the Bidding Phase; and

WHEREAS, the City now desires to modify the scope of work of the Agreement to address the additional coordination and deliverable requirements, by requiring additional services and provide payment thereof in the amount of \$34,400; and

WHEREAS, with entry into this Amendment, Consultant agrees that Consultant has no claim, demands, or disputes against City.

AGREEMENT

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

1. The above recitals are incorporated and made part of this Amendment.
2. Consultant shall provide services as described in the Agreement at the increased fee as outlined in **Exhibit A**, attached hereto and incorporated herein by reference. This Amendment shall have no effect on the timelines stipulated for work in the Agreement.
3. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of \$34,400.
4. Except as otherwise provided herein, the Agreement remains in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

CITY OF FRESNO,
a California municipal corporation

Blair, Church & Flynn Consulting
Engineers, Inc., a California corporation

By: _____
Brock D. Buche, PE, PLS
Interim Director of Public Utilities
Department of Public Utilities

DocuSigned by:
By: Jeffrey D. Brians 4/1/2022
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Name: Jeffrey D. Brians

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

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

DocuSigned by:
By: Pauline Brickey 4/1/2022
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Pauline Brickey Date
Deputy City Attorney

DocuSigned by:
By: Adam K Holt 4/1/2022
883B9098F2654D9...

Name: Adam K Holt

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

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Clerk Attesting Date

Addresses:
CITY:
City of Fresno
Attention: Peter Maraccini, PE, PhD
2101 G Street, Bldg. A
Fresno, CA 93706
Phone: (559) 621-1603
FAX: (559) 498-4126

CONSULTANT:
Blair, Church & Flynn Consulting
Engineers, Inc.
Attention: Karl E. Kienow,
Principal
451 Clovis Avenue, Suite 200
Clovis, CA 93612
Phone: (559) 326-1400
FAX: (559) 326-1500

Attachment: Exhibit A – Additional Scope of Services

EXHIBIT A**SCOPE OF SERVICES**

**Consultant Service Agreement between City of Fresno (“City”)
and Blair, Church, & Flynn Consulting Engineers, Inc. (“Consultant”)
North Avenue 66-inch Sewer Trunk Main**

The Consultant shall perform each of the tasks described below in items 1 through 8.

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

Item	Task Description	Item Fee
1	Negotiations with City and Caltrans to obtain approval of a revised trunk sewer alignment	\$10,640.00
2	Revise 90% plans	\$6,820.00
3	Revise 90% specifications	\$1,200.00
4	Revise 90% estimate of probable construction cost	\$900.00
5	Prepare sewer easement legal descriptions and diagrams (total of 4 acquisition documents). City to provide title reports.	\$10,000.00
6	Submit plans, specifications, estimate, and easements documents to the City and affected agencies to review	\$560.00
7	Address City and affected agency comments related to the revised trunk sewer alignment	\$2,930.00
8	Revise Caltrans encroachment permit submittal documents and resubmit to Caltrans	\$1,350.00
Total Fee:		\$34,400.00