

## **FOURTH AMENDMENT TO AGREEMENT**

THIS FOURTH AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this 28 day of February, 2020, 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**

The City and the Consultant entered into an Agreement, dated February 21, 2013, for professional engineering services for the design of plans and general construction documents, (Agreement"; and

The Consultant has completed Parts One and Two of the Agreement; and

The Consultant has substantially completed Part 3 of the Agreement; and

The City and the Consultant amended the Agreement on December 11, 2013, (First Amendment) to modify the scope of work and increase the time to complete Part 2 of the Agreement; and

The City and the Consultant amended the Agreement on July 13, 2014, (Second Amendment) to modify the scope of work and increase the time to complete Parts 2 and 3 of the Agreement; and

The City and the Consultant amended the Agreement on September 19, 2018, (Third Amendment) to modify the scope of work and increase the time to complete Part 1 of the Agreement; and

The City and the 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. The Consultant shall provide additional services as described in **Attachment A**, attached hereto and incorporated herein by reference. Such additional services for Part 3 shall be completed within 25 calendar days following execution of this Amendment by both parties.

2. The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of \$32,462.

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 the City and the Consultant, dated February 21, 2013, and amended on December 11, 2013, July 13, 2014, and September 19, 2018, remains in full force and effect.

[Signatures follow on the 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 Morrison, PE  
Assistant Director  
Public Works Department

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By:  1/24/2016  
Brandon M. Collet  
Senior Deputy City Attorney Date


ATTEST:  
YVONNE SPENCE, CRM MMC  
City Clerk


By:  2/24/2016  
BEARNOY CAHILL Date  
Deputy

Addresses:  
CITY:  
City of Fresno  
Attention: Han Ngo, PE  
2600 Fresno Street, 4th Floor  
Fresno, CA 93721-3623  
Telephone No. : (559) 621-8701

Attachment: Attachment "A"

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

By:   
Name: Jeffrey D. Brians  
Title: Vice President  
(If corporation or LLC., Board Chair, Pres.  
or Vice Pres.)

By:   
Name: ADAM K. HOLT  
Title: CFO  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

REVIEWED BY:



CONSULTANT:  
Blair, Church & Flynn Consulting  
Engineers  
Attention: Brad Kerner, PE  
Project Manager  
Telephone No. (559) 326-1400  
FAX: (559) 326-1500

## Attachment A

### ADDITIONAL SCOPE OF SERVICES

Consultant Service Fourth 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

Consultant shall perform each of the tasks described below in the proposed scope adjustment for additional engineering services.

#### Proposed Scope of Additional Engineering Services

##### Revise/Complete Final Design (Part 3)

Revise plans per City comments on 90 percent plans for grind and pavement match lines to perpendicular to the centerline alignment, revise callouts and shading, update the roadway model, quality control, and provide additional project management support. Prepare final design plans, specifications, and construction estimates for Phase 1 segment from Butler to Florence in accordance with the Agreement.

##### Bidding Services (Part 4)

Provide bidding support services in accordance with the Agreement, First Amendment, and Second Amendment for Phase 1 segment from Butler to Florence.

##### Construction Services (Part 5)

Provide construction support services in accordance with the Agreement, First Amendment, and Second Amendment for Phase 1 segment from Butler to Florence.

Consultant will provide the additional services described herein for a total increase in project fees of \$32,462.00. The proposed additional fees are:

<u>Task Description</u>	<u>Total Cost</u>
Revise/Complete Final Design (Part 3)	\$ 7,802.00
Bidding Services (Part 4)	\$ 5,940.00
Construction Services (Part 5)	\$ 18,720.00
Total Cost	\$ 32,462.00

The services for Part 3 shall be completed within 25 calendar days following execution of this Amendment by both parties. Part 4 and 5 completed as needed.