

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of December, 2021, amends the Agreement entered into between the City of Fresno, a California municipal corporation (City), and Provost & Pritchard Consulting Group, a California corporation (Consultant).

RECITALS

WHEREAS, City and Consultant entered into an Agreement dated April 23, 2021, for the design of plans and general construction contract documents for the Van Ness and Weldon Pocket Park project (Agreement); and

WHEREAS, Consultant has completed the Schematic Design portion of the Agreement; and

WHEREAS, City and Consultant now desire to modify the scope of work therein by requiring additional services.

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 90 days following execution of this Amendment by both parties.

2. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of \$22,700.00, when added to the original Agreement compensation will bring the total contract price to \$195,150 with a contingency amount of \$17,245 for any unforeseen conditions that may arise.

3. The services listed in Attachment A are outside of the current scope of the Agreement. Items within the original Agreement that are not listed in Attachment A will also be performed as part of the Street Improvements, such as: review and respond to requests for information, review of submittals and some coordination with PG&E.

4. 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.

5. Except as otherwise provided herein, the Agreement 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 municipal corporation

By: _____

William C. Herr,
Assistant Director
Public Works Department

ATTEST:
TODD STERMER,
City Clerk

By: _____

Deputy

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: Pauline Brickey 11/17/21
Pauline Brickey Date
Deputy City Attorney

Addresses:

CITY:
City of Fresno

Attention: Debbie Bernard
2101 'G' Street, Bldg. C
Fresno, CA 93706-1620
Telephone No. 559-621-1201
FAX. 559-457-1517

Attachment: Attachment A

Provost & Pritchard Consulting Group,
a California corporation

By: Heather Bashian

Name: Heather Bashian, PE

Title: Vice President

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

By: Michael Taylor

Name: Michael Taylor, PE

Title: Corporate Secretary

(If corporation or LLC, CFO, Treasurer,
Secretary or Assistant Secretary)

REVIEWED BY:

Robin O'Malley
Robin O'Malley
Facilities Manager
Public Works Department

CONSULTANT:

Provost & Pritchard Consulting Group
Attention: Michael Osborn, RCE,
Project Manager
455 W. Fir Avenue
Clovis, CA 93611-0242
Telephone No. (559) 449-2700
FAX: (559) 449-2715

Attachment A

ADDITIONAL SCOPE OF SERVICES

Consultant Service First Amendment to Agreement between City of Fresno (City) and
Provost & Pritchard Consulting Group (Consultant)

Van Ness & Weldon Pocket Park

In an effort to expedite construction efforts on the Van Ness & Weldon Pocket Park the City has requested the Consultant to separate the onsite and offsite improvements into two discrete bid packages and proceed with the offsite construction documents as soon as this First Amendment to Agreement is approved. More specifically, preparation of a separate offsite Street Improvement Package based on the GAD approved on August 31, 2021, will include the following:

- Part 3 – Construction Documents \$17,000
 - Preparation of plans on City-standard Public Works title block (24"x36" sheet "E" with Title Block "B" per P-17) and consisting of the following sheets:
 - Street Improvement Plan Cover Sheet
 - Existing Topography and Demolition Plan
 - Street Improvement Plan (plan view only with stationing, dimensions, callouts and spot grade elevations; no profiles)
 - Signing and Striping Plan
 - Median Planting Plan
 - Median Irrigation Plan
 - Typical Cross-sections and Details
 - Bid schedule, bid item descriptions and technical specifications for incorporation into City Specification document
 - Engineer's Opinion of Probable Construction Cost for Street Work
 - Submittal of 90% plans to Fresno Metropolitan Flood Control District (FMFCD) and Traffic Engineering for approval
 - Update Construction Documents listed above based on review comments received from City and FMFCD at the 90% level and prepare 100% Construction Documents
- Part 4 – Bid Phase \$1,500
 - Attend Prebid Conference coordinated by City
 - Respond to Bid Requests for Information
 - Assist in preparation of any Addendums
- Part 5 – Construction Phase and General Contract Administration \$4,200
 - Attend preconstruction meeting coordinated by City
 - Visit the site to observe the workmanship is in substantial conformance with the street work construction documents
 - Prepare and submit Record Drawings based on contractor redline markups provided by the City to Consultant

