

## FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this 29<sup>th</sup> day of June 2023 (Effective Date), 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

WHEREAS, City and Consultant entered into an Agreement dated May 24, 2022, for professional Engineering services for the design of plans and general construction documents for the Blackstone Avenue Smart Mobility between McKinley Avenue to Shields Avenue; and

WHEREAS, Consultant has completed Parts One and Two of the Agreement; and

WHEREAS, during the course of design, it was determined that additional design work is required to address necessary scope changes; and

WHEREAS, City and Consultant now desire to modify the scope of work therein by requiring additional services to address these scope changes and to increase the Consultant's compensation.

### AGREEMENT

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

1. The recitals set forth above are incorporated herein by reference and made part of this Amendment.

2. Consultant shall provide additional services as described in **Attachment A**, attached hereto and incorporated herein by reference. Such additional services shall be completed within 30 days following the Effective Date of this Amendment.


3. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of \$22,748.

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 entered into by City and Consultant, dated May 24, 2022, remains in full force and effect.

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

CITY OF FRESNO,  
A California municipal corporation

By:   
RANDALL W. MORRISON,  
Assistant Director  
Public Works Department

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By:  6/12/23  
Jennifer M. Quintanilla Date  
Senior Deputy City Attorney

ATTEST:  
TODD STERMER, CMC  
City Clerk

By:  7/1/23  
Deputy Date

Addresses:  
CITY:  
City of Fresno  
Attention: Isaac Campos  
2600 Fresno Street, 4th Floor  
Fresno, CA, 93721-3623  
Phone: (559) 621-8657  
E-mail: Isaac.Campos@fresno.gov

Attachment: Attachment A

Provost and Pritchard Engineering Group,  
Inc. a California Corporation


By:   
Name: Jeffrey Dorn

Title: Director of Operations  
(If corporation or LLC., Board Chair, Pres.  
or Vice Pres.)

By:   
Name: Matthew W. Kemp

Title: Chief Strategic Officer  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

REVIEWED BY:

  
Isaac Campos, Engineer II  
Public Works Department

CONSULTANT:  
Provost & Pritchard Engineering Group, Inc.  
Attention: Jeffrey Dorn, PE, TE, Project Manager  
455 W Fir Avenue  
Clovis, CA 93611-0242  
Phone: (559) 449-2700  
E-mail: Jdorn@ppeng.com

Attachment A

ADDITIONAL SCOPE OF SERVICES

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

**Blackstone Avenue Smart Mobility Between McKinley Avenue and Shields Avenue**

Consultant (Provost and Pritchard Engineering Group, Inc.) shall perform each of the tasks described below in items 1 and 2:

<u>Item</u>	<u>Task Description</u>	<u>Total Cost</u>
1.	Design Scope Changes related to traffic signal modifications including updating the detection method from inductive loops to video detection, creating demolition plans for the removal of existing detection loops, additional management, and coordination. Traffic signal modifications would apply to the following three intersections along Blackstone Avenue – Weldon Avenue, Clinton Avenue, and Princeton Avenue.	\$16,988
2.	Design Scope Changes related to additional legal descriptions Exhibits for right-of-way acquisitions.	\$5,760
<b>Total Cost</b>		<b>\$22,748</b>