

## FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this \_\_\_\_ day of December 2018, 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

City and Consultant entered into an Agreement, dated April 25, 2017, for professional engineering services for the design of plans and general construction document, (Agreement); and

Consultant has completed Part One of the Agreement, as noted therein and project management responsibilities; and

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

### AGREEMENT

NOW, THEREFORE, the parties agree that the aforesaid 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 add forty two (42) calendar days to Part 2, for serviced rendered and deliverables submitted, and shall add thirty five (35) calendar days to Part 3, for serviced rendered and deliverables submitted, to the duration of the project following the 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 net fee of \$29,330.

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 City and Consultant, dated April 25, 2017, remains in full force and effect.

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

CITY OF FRESNO,  
A California municipal corporation

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

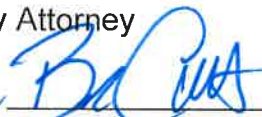
By: \_\_\_\_\_  
Randall Morrison, P.E.  
Assistant Director  
Public Works Department

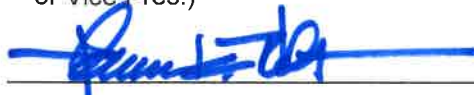
By: 

Name: KARL KIENOW

Title: VICE PRES  
(If corporation or LLC., Board Chair, Pres.  
or Vice Pres.)

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By:  11/14/18 Date  
Brandon M. Collet  
Sr. Deputy City Attorney

By: 

Name: ADAM K. HOLT

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

ATTEST:  
YVONNE SPENCE, CRM MMC  
City Clerk

By: \_\_\_\_\_  
Deputy  
Date

REVIEWED BY:  
  
Scott Tyler, P.E.  
Public Works Manager

Addresses:  
CITY:  
City of Fresno  
Attention: John Everett, P.E.  
2600 Fresno Street, 4th Floor  
Fresno, CA 93721-3623  
Phone: (559) 621-8701  
FAX: (559) 488-1045

CONSULTANT:  
Blair, Church & Flynn Consulting  
Engineers  
Attention: Bradley Kerner, P.E.  
Project Engineer  
Phone: (559) 326-1400  
FAX: (559) 326-1500

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 Blair, Church & Flynn Consulting Engineers, Inc., a California corporation  
("Consultant")

Polk Avenue Widening from Shaw Avenue to Gettysburg Avenue  
Project Title

Project Understanding

The original project consists of roadway improvements in Polk Avenue from approximately 900 feet north of Gettysburg Avenue northerly to Shaw Avenue. Teague Elementary School is within the limits of the project, and there is a crosswalk in front of the school that crosses Polk Avenue. There are two existing advance warning signals: one approximately 300 feet north of the crosswalk, and one approximately 240 feet south of the crosswalk. Both sides of the street are fully-developed; however, some of the curb, gutter, sidewalk and street lighting improvements along the east side of Polk Avenue are constructed too far to out into the street, and need to be realigned to match the corresponding facilities to the north and south.

The City desires that the crosswalk be replaced with a High intensity Activated crossWalk (HAWK) pedestrian crossing at the location of the existing crosswalk, together with the widening of the east side of Polk Avenue from approximately 100 feet north of Rialto Avenue to approximately 460 feet north of Rialto Avenue.

Part 2, Design Development Phase (60%) plans, specifications, and an estimate have been prepared and submitted for review by the City.

Scope of Services

The following outline of Scope of Services includes the additional services the Consultant proposes to provide to the City as part of this Amendment.

PART 2 DESIGN DEVELOPMENT PHASE

A. Continuing Design Development Phase

1. City shall complete review and comment on 60% plans, specifications, and estimate.
2. Consultant shall conduct site investigations.
3. Consultant will obtain heights of overhead utilities approximately 100 feet north and south of the crosswalk on the west side of Polk Avenue from the City.

4. Consultant will prepare an additional typical section and incorporate it into the existing typical section drawing (Sheet 3).
5. Consultant will modify two existing roadway plan and profile drawings (Sheets 4 and 5) to incorporate the widening of the east side of Polk Avenue from approximately 100 feet north of Rialto Avenue to approximately 460 feet north of Rialto Avenue.
  - a. Design and incorporate private improvements necessary to connect existing on-site improvements to the new back of walk and/or drive approaches.
  - b. The FMFCD master plan and a brief review of the existing elevations shows that all drainage along the widened road should and will move south along the gutter, and no storm drain facilities are required to be designed or constructed.
6. Consultant will modify the existing striping plan (Sheet 8) to accommodate the proposed road widening and the HAWK crossing.
7. Consultant will modify the existing street light plan (Sheet 9) to accommodate the proposed road widening.
  - a. Increase the sheet coverage to show the complete area of the road widening.
  - b. No street lights will be designed for the east side of Polk Avenue, except as included in A.8.b below.
8. Consultant will prepare drawings for the HAWK crossing.
  - a. Plan drawing and details for HAWK crossing.
  - b. Street lights (safety lights) will be incorporated into the HAWK crossing poles.
  - c. Demolition and salvage plan for the existing advance flashing beacons.
9. Consultant will apply for electrical service (Rule 16) from PG&E
10. Consultant will modify the existing technical specifications to include specifications relative to the HAWK crossing.
11. Consultant will modify the existing cost estimate to include the items of work relative to the HAWK crossing.
12. Consultant will submit 75% plans, specifications, and estimate.
  - a. Include check sets from 60% submittal.

### PART 3 CONSTRUCTION DOCUMENT PHASE

- A. Consultant will prepare a draft Final (90%) Design
  1. Prepare draft final plans.
    - a. Typical section for the new widened reach.

- b. Plan and profile drawings for the widened reach.
    - c. Striping plans for the widened reach.
    - d. Street light plans for the widened reach.
    - e. HAWK crossing sheets.
  2. Prepare draft final technical specifications for the HAWK crossing.
  3. Prepare draft final cost estimate for the HAWK crossing.
  4. Submit draft final (90%) plans, specifications, and estimate.
    - a. Include check sets from 75% submittal.
- B. Consultant will prepare Final (100%) Design
  1. Prepare final plans.
    - a. Typical section for the new widened reach.
    - b. Plan and profile drawings for the widened reach.
    - c. Striping plans for the widened reach.
    - d. Street light plans for the widened reach.
    - e. HAWK crossing sheets.
  2. Prepare final technical specifications for the HAWK crossing.
  3. Prepare final cost estimate for the HAWK crossing.
  4. Submit final (100%) plans, specifications, and estimate for approval.

#### PART 4 BIDDING PHASE

##### A. Bid Services

1. Consultant will prepare addenda and clarifications for the work described above in Parts 1 through 3.

#### PART 5 CONSTRUCTION PHASE AND GENERAL CONSTRUCTION CONTRACT ADMINISTRATION

##### A. Construction Services

1. Consultant will review shop drawings and other contractor submittals for the work described above in Parts 1 through 3.
2. Consultant will review and respond to contractor requests for information (RFIs) for the work described above in Parts 1 through 3.
3. Consultant will review and provide technical information to City for construction contract change order requests for the work described above in Parts 1 through 3.
4. Consultant will provide periodic construction site observation

5. Consultant will prepare and submit record drawings for the work described above in Parts 1 through 3.

Services that are not Included

1. Environmental studies and investigations.
2. Preparation of a stormwater pollution prevention plan.
3. Topographic, field boundary, or property corner surveys or preparation of records of survey.
4. Design of street lights for the east side of Polk except at the HAWK crossing as discussed above.
5. Preparation of construction contract documents other than the plans and the applicable portions of the bidding documents (Division I), those sections of the Special Conditions (Division IV) that specifically relate to this project, and the Technical Specifications (Division VI).
6. Coordination and design services related to the relocation of franchise utilities.
7. Geotechnical investigations and reports.
8. Preparation of right-of-way acquisition documents.
9. Provision of title reports.

Compensation

Consultant proposes to provide the engineering services described in the foregoing Scope of Engineering Services for a total of \$29,330 in additional compensation. The following table provides a breakdown of the existing compensation budget for each part of the scope of services, along with the corresponding proposed increase.

Phase	Original Compensation	Proposed Additional Compensation	Proposed Total Compensation
Part 1 – Schematic Design Phase	\$33,340	\$0	\$33,340
Part 2 – Design Development Phase	\$28,450	\$13,710	\$42,160
Part 3 – Construction Document Phase	\$24,110	\$9,070	\$33,180
Part 4 – Bidding and Award Phase	\$3,700	\$850	\$4,550
Part 5 – Construction Phase & General Construction Contract Administration	\$16,900	\$5,700	\$22,600
<b>Totals:</b>	<b>\$106,500</b>	<b>\$29,330</b>	<b>\$135,830</b>