

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this 24th day of August 2022, amends the Agreement entered between the CITY OF FRESNO, a California municipal corporation (City), and SWCA, Incorporated dba SWCA Environmental Consultants, an Arizona Corporation. (Consultant).

RECITALS

WHEREAS, the City and Consultant entered into an Agreement dated October 6 2021, for professional environmental services for the Ashlan Avenue Widening project (Agreement); and

WHEREAS, Consultant has completed Task 1 and a portion of Task 2 of the Agreement; and

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

WHEREAS, due to the need for additional services, the parties desire to increase the total compensation by an additional \$10,000 to complete the expanded Scope of Services; and

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

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual premises herein contained, 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 \$10,000.00.

3. In the event of any conflict between the body of this First 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 October 6 2021, remains in full force and effect.

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
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Randall W. Morrison, PE
Assistant Director
Public Works Department

SWCA, Incorporated dba SWCA,
Environmental Consultants, and Arizona
Corporation

By: Michael Lanin
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Name: Michael Lanin

APPROVED AS TO FORM:
RINA M. GONZALES
Interim City Attorney

By: Angela M. Karst 8/23/2022
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Angela M. Karst
Deputy City Attorney

Title: Vice President of Accounting & Finance
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: Denis Henry
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Name: Denis Henry

ATTEST:
TODD STERMER, CMC
City Clerk

By: Jina Your 8/23/2022
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Deputy

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

REVIEWED BY: Jesus Avitia
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Jesus Avitia, PE
Deputy City Engineer

Addresses:
City: City of Fresno
Attention: Abdul BinMahfodh
Engineer I
2600 Fresno Street, 4th Floor
Fresno, CA 93721
(559) 621-8701

CONSULTANT:
SWCA, Incorporated dba SWCA,
Environmental Consultants
Attention: Jacqueline Markley, M.S.
AICP, Project Manager
1422 Monterey Street, B-C200
San Luis Obispo, CA 93401
(916) 234-5522

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 SWCA, Incorporated dba SWCA, Environmental Consultants (Consultant)

Ashlan Avenue Widening Project

Consultant shall perform the task described below in Items 1 through 3.

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

<u>Item</u>	<u>Task Description</u>	<u>Total Cost</u>
1.	Administrative Draft Initial Study/Mitigated Negative Declaration	\$6,070.00
	Consultant shall prepare the Initial Study (IS) Checklist to include an assessment of all resources as required by State CEQA Guidelines Appendix G. Based on preliminary information, Consultant will prepare an MND, the appropriate CEQA environmental determination for the proposed project, pursuant to State CEQA Guidelines Section 15170. If at any time potentially significant, adverse, unavoidable impacts are identified, Consultant shall contact the project team immediately. The IS/MND will be written in language understandable to the public and decision-makers and will utilize graphics and tables to clearly present information. It will be concise and focus on the most important issues identified through preliminary scoping. If mitigation measures are proposed, Consultant submittal will also include a Mitigation Monitoring and Reporting Plan (MMRP). The MMRP will identify each mitigation measures, the appropriate milestone or timing to implement the measure, the responsible party, and any reporting requirements.	
2.	Draft Initial Study /Mitigated Negative Declaration & Noticing	\$2,522.00
	Consultant will finalize the Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) form, IS Checklist, and MMRP for submittal to the City. Consultant will prepare the Notice of Completion (NOC) form and State Clearing House Summary Form. Consultant will submit the NOI, NOC, Summary Form, and electronic copy of the IS/MND to the City for submittal to the State Clearinghouse for public circulation and other appropriate parties, as necessary.	
3.	Circulation of IS/MND and Preparation of Notice of Determination	\$1,408.00
	Consultant will provide additional CEQA processing, including incorporating revisions to the IS/MND, providing responses to public comments received during circulation of the IS/MND and prepare the Notice of Determination (NOD) and final MMRP.	
Total Cost		\$10,000.00