FIFTH AMENDMENT TO AGREEMENT

THIS FIFTH AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of _____ 2023, 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 February 21, 2013, for professional engineering services for the design of plans and general construction document, (Agreement); and

Consultant has completed Part One and Two of the Agreement; and

Consultant has substantially completed Part Three of the Agreement; and

City and 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

City and 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

City and Consultant amended the Agreement on September 19, 2018, (Third Amendment) to modify the scope of work and increase the time to complete Part 3 of the Agreement; and

City and Consultant amended the Agreement on February 28, 2020, (Fourth Amendment) to modify the scope of work and increase the time to complete Part 1 of the Agreement; 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 be completed within 60 calendar 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 net fee of **$24,962.**

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, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment remain 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

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

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____ 1/4/23
Brandon M. Collet Date
Supervising Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Date
Deputy

Addresses:
CITY:
City of Fresno
Attention: Abdul BinMahfodh
2600 Fresno Street, 4th Floor
Fresno, CA 93721-3623
Phone: (559) 621-8701
FAX: (559) 488-1045

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:

_____
Abdul BinMahfodh
Project Manager

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

Attachments: Attachment A

Attachment A

ADDITIONAL SCOPE OF SERVICES

Consultant Service Fifth 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

Project Title

Consultant (Blair, Church & Flynn Consulting Engineers, Inc., a California corporation) shall perform each of the tasks described below in accordance with Consultant's proposal dated December 1, 2022.

Proposed Scope of Additional Engineering Services

- Part 3 - Removal of Sidewalks from the Construction Documents
- Part 3 - Redesign Plans for Future South Peach Avenue Park (Park) Offsite Improvements
- Part 3 - Addition of Sewer and Water Services for the Park

Proposed Compensation

Consultant proposes to provide the additional services described herein for a total increase in project fees of $24,962.00. The proposed additional fees are:

Part 3 - Removal of Sidewalks from the Construction Documents	$5,770.00
Part 3 - Redesign Plans for Park Offsite Improvements	$11,898.00
Part 3 - Addition of Sewer and Water Services for Park	$3,130.00
Part 4 – Bidding Services	$1,400.00
Part 5 – Construction Services	$2,764.00
TOTAL PROPOSED AMENDMENT FEE	$24,962.00

The following table summarizes the current and proposed additional engineering fees for the project identified in this proposal.

Part	Current Fees (Including First, Second & Third Amendments to Agreement)	Additional Fees for this Amendment	Revised Fees
1	$152,880.00	$0.00	$152,880.00
2	$89,460.00	$0.00	$89,460.00
3	$59,962.00	$20,798.00	$80,760.00
4	$5,940.00	$1,400.00	$7,340.00
5	$18,720.00	$2,764.00	$21,484.00
Totals	**$326,962.00**	**$24,962.00**	**$351,924.00**