

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this ____ day of _____, 2017, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation ("CITY"), and Siegfried Engineering Group, Inc. ("CONSULTANT").

RECITALS

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated July 25, 2016, for professional architectural and engineering consulting services for the Manchester Transit Center Remodel Project ("Agreement"); and

WHEREAS, the CITY seeks to address elements contained within the City of Fresno's Americans with Disability Act (ADA) Transition Plan for the Manchester Transit Center; and

WHEREAS, CITY and CONSULTANT now desire to add services to the original agreement to engineering and design services with the goal of addressing items contained with the City of Fresno's ADA Transition Plan.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual premises herein contained, and for other good and valuable consideration hereby acknowledge, 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. The time to complete the services is outlined in Attachment A, Period of Performance items 1 through 5.

2. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee not to exceed \$34,716.

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 July 25, 2016, 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 municipal corporation

Bruce Rudd, Interim Director
Department of Transportation/FAX

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: 
Amanda B. Freeman Date
Deputy 9/13/17

Addresses:
CITY:
City of Fresno
Attention: Brian Barr, Project Manager
2223 G Street
Fresno, CA. 93706-1675
Telephone: (559) 621-1418
FAX: (559) 498-4957

Attachments:

Attachment A: Additional Scope of Services – ADA Improvement Services
Attachment B: Additional Scope of Services – Exterior Improvement Services

Siegfried Engineering Inc.,
a California corporation

By: 

Name: Anthony J. Lopes

Title: PRESIDENT
(Chairman/Pres/Vice Pres.)

By: 

Name: Paul E. Schneider

Title: CFO/VP
(CFO/Secretary/Treasurer)

REVIEWED BY:

Brian Barr, Capital Development Specialist
Transportation Department/FAX

CONSULTANT:
Siegfried Engineering, Inc.
Attention: Paul Schneider, Vice President
3244 Brookside Road, Ste. 100
Stockton, CA 95219
Telephone: (209) 943-2021
FAX: (209) 942-0214

Attachment A

Additional Scope of Services – ADA Improvement Services Consultant Service First Amendment to Agreement between City of Fresno ("City") and Siegfried Engineering, Inc. ("Consultant")

Manchester Transit Center Remodel Project

Project Title

Consultant (Siegfried Engineering, Inc., a California corporation) shall perform each of the tasks described below.

The full scope of design services shall include improvements to Manchester Transit Center interior. The improvements shall match the exterior of Manchester Transit Center and achieve full ADA compliance. All design elements necessary to achieve full construction documents will be contracted through this procurement under a single contract. It is the full responsibility of the consultant to identify the necessary design disciplines and include appropriate sub-consultants to provide assistance with the design.

Those services will include but not necessarily be limited to the following:

1. The Consultant shall coordinate with ongoing exterior façade remodel construction plans. All improvements and remodel shall be consistent with art deco design elements and the Manchester Transit Center Remodel Project currently under construction.
2. Consultant's design shall not exceed the estimated construction budget of \$100,000. The City of Fresno shall verify the budget during the design process.
3. The Consultant shall recommend revisions where required to achieve ADA compliance. All items provided in the City's ADA Transition Plan, specifically for this facility (interior and parking lot only) shall be addressed. Please be advised that the building code references and cost estimates in the Transition Plan are from the year 2009. Consultant shall be responsible to design various upgrades to meet current building code requirements. A copy of the Transition Plan may be obtained by contacting the City's ADA Coordinator.

The Consultant shall also address the following for the interior remodel items:

- a. The aging tile in the interior shall be updated with either a new finish or new tile. Consultant shall recommend various options along with corresponding cost estimates.
- b. The existing painted walls and ceilings shall be repainted.
- c. The ceiling fans and fan guards shall be removed and replaced with new efficient units.

- d. The interior benches shall be removed and replaced to match the exterior benches.
- e. The interior concrete lower wall shall be repainted to match the new exterior.
- f. The stainless trim accents shall be retained.
- g. The customer service windows shall be retained; however Consultant shall include replacement the customer side laminate counter with a stainless unit.
- h. The lobby floor shall be resurfaced. Consultant to recommend options along with cost estimates.
- i. All ventilation grates shall be refinished or replaced with new ones.
- j. The eastern lower security bars shall be replaced or a glass block can be used to match the opposite side.
- k. The upper security bars and security man gates shall be replaced with an aesthetically pleasing design unit.
- l. The two painted utility room doors shall be replaced with stainless clad doors.
- m. Access controlled entry to the restroom doors shall be designed. Design shall include the ability for City employees to activate ("buzz") entry to restrooms. Should any door hardware be revised, new hardware shall be best interchangeable core compatible.
- n. The consultant shall design and include in drawings new custom signage for the tenant improvements, including municipal code signage, code required signage, room signage, etc.
- o. The cameras that are not operable shall be removed.
- p. The men's restroom stall partition should match the women's restroom stall partition for consistent aesthetics. Reconfigure restrooms as necessary to meet ADA compliance.
- q. The sinks in the men's and women's restroom shall be replaced with new units that are ADA compliant and low flow.
- r. Revise lighting layout in restrooms with multiple vandalism resistant fixtures.
- s. The toilets in the men's and women's restroom shall be low flow/auto flush.
- t. The toilet accessories and hand dryers located in the men's and women's restrooms shall be removed and replaced with newer but durable stainless steel units.
- u. The aging tile in both men's and women's restrooms shall be updated with either a new finish or new tile. Consultant shall recommend various options along with corresponding cost estimates.
- v. Consultant shall evaluate and assess the HVAC system in restrooms. The evaluation will include various options (including cost estimates) to replace or repair system to lower energy costs and increase ventilation of the restrooms. The results of this study shall be incorporated into the plans and specifications.

- w. Minor repairs shall be addressed such as rusted door closures, unreadable signs, holes in walls, and electrical cover plates missing.
 - x. The television monitor in the upper window above the customer service desk shall be mounted on the wall.
 - y. Address exposed low voltage cable routing within the office and customer interface area. Coordinate with City on the extent of the exposed cabling. All electrical boxes shall be covered by wall plates.
 - z. Consultant shall propose LED light fixtures for all fixtures located in the Manchester Transit Center interior of the customer service building excluding the office space. All electrical upgrades shall be Title 24 compliant.
 - aa. Provide an air conditioning unit in the Telecom Room for small servers, DVRs, etc.
 - bb. Include door hardware on all office doors to allow employees to properly shut the door.
 - cc. The consultant shall design lighted Fresno Area Express signage on the east side of the exterior of the building.
4. Final construction drawings shall include recommendations from City to be implemented by Contractor during construction for general station maintenance.
 5. Consultant shall include all required Temporary Construction Easements in the construction documents.
 6. City will provide the Consultant with a construction bid specification template. The Consultant shall incorporate all appropriate project specific items into the construction bid specification template. This includes bid items, quantities, explanation of bid items, technical specifications and similar.
 7. Consultant shall include necessary in-person meetings with various City Departments as required to complete design.
 8. The Consultant shall develop and maintain an Engineer's Estimate of construction cost for the project at each stage at the plan development. The estimate shall include a full breakdown of each line item beyond a cost summary. This includes quantities, units, assumptions and estimated costs for each element.
 9. Consultant shall provide independent cost estimates for scope changes during the course of construction.
 10. All specifications/plans shall meet and or exceed City and County of Fresno Standards and ADA requirements.
 - a. Draft specifications/plans will be reviewed by City staff as determined and as directed by City in order to obtain comments to assure that all

components necessary for obtaining the required building permits are included. It is the sole responsibility of the Consultant to submit complete construction documents for plan check and oversee process through permit. The building permit and plan check fees shall be paid by the Transportation Department.

- b. All work will need to be reviewed, approved and certified by a licensed Engineer in the state of California prior to submission to the building department.

Period of Performance

1. The Consultant shall provide services described in Part One of the Agreement. These services shall be completed and delivered to City within 60 from the Notice to Proceed.
2. The Consultant shall provide services described in Part Two of the Agreement. These services shall be completed and delivered to City within 60 from the Notice to Proceed.
3. The Consultant shall provide services described in Part Three of the Agreement. These services shall be completed and delivered to City within 60 from the Notice to Proceed.
4. The Consultant will provide support through the procurement process as required to achieve the end goal. The details of this process are outlined in Part Four of the Agreement.
5. The Consultant will provide support through the construction process as required for completion of the project. The details of this process are outlined in Part Five "Construction Phase and General Construction Contract Administration," of the Standard Consultant Services Agreement for Services attached to this RFQ/P.

Deliverables:

1. Appropriate number of full-scale plans required to depict the design intent at Construction Document level.
2. Electronic Copies of full-scale plans in PDF and AutoCAD 2013 format
3. Specifications required for the entering into an Agreement(s) with a Contractor(s) as noted in scope of work. A complete draft specification shall be provided at delivery of design documents and a near final draft at delivery of the construction documents.
4. Engineer's Estimate of Construction Cost.

Detailed Description of Cost Elements

1

Direct Labor Costs			
Job Title	Est. Hours	Rate/Hour	Est. Cost
Principal	24	\$98.08	\$2354
Senior Associate	0	\$58.05	\$0
Accounting Manager	6	\$44.13	\$265
Total Direct Labor Cost			\$2,618.65

2

Labor Overhead	
Audited Fringe and Overhead Rate	87.15%
Total Indirect Costs	\$2,282

3

Subcontractors/Suppliers	
WMB & Subconsultants	\$16,519.33
	\$0

4

General & Admin. Expense	
Rate	79.51%
Total G&A	\$2,082

Of Items 1

5

Fee	
Rate	10%
Rate	6%
Total Fixed Profit	\$1,689.45

Of Items 1, 2 & 4

Of item 3	\$25,192
Total Not to Exceed Fee	

Sub consultant: WMB Architects Inc.

Detailed Description of Cost Elements

Direct Labor Costs	
Job Title	Rate/Hour
Principal Architect	\$51.68
Project Architect	\$37.00
Staff Architect	\$34.62
CADD / BIM Technician	\$32.73
Administrative Support	\$27.03

Sub consultant: HCS Engineering

Detailed Description of Cost Elements

Direct Labor Costs	
Job Title	Rate/Hour
Principal	\$60.29
Project Manager/Electrical Engineer	\$44.79
Project/Electrical Engineer	\$32.73
Project Support	\$20.67

Subconsultant: Alexander Scheflo & As

Detailed Description of Cost Elements

Direct Labor Costs	
Job Title	Rate/Hour
Principal	\$55.13
Engineering	\$41.34
Designer	\$32.73
CADD / BIM Technician	\$32.73
Computer Input	\$25.84
Secretarial	\$22.39

Attachment B

Additional Scope of Services – Exterior Improvement Services Consultant Service First Amendment to Agreement between City of Fresno ("City") and Siegfried Engineering, Inc. ("Consultant")

Manchester Transit Center Remodel Project

Project Title

Consultant (Siegfried Engineering, Inc., a California corporation) shall perform each of the tasks described below.

1. Prepare additional plan bulletins to accommodate revisions requested by the Owner for civil, architectural and electrical disciplines.
2. Evaluate tile colors on the transit center in light of the new paint colors being proposed for the Manchester Mall project. Prepare tile selections for City selection.
3. Consultant shall accompany City to Grand Rapids, Michigan to review fabrication of the transit shelter on two separate occasions. Consultant shall provide all minutes and comments following each facility visit.

Detailed Description of Cost Elements

1

Direct Labor Costs			
Job Title	Est. Hours	Rate/Hour	Est. Cost
Principal	24	\$85.48	\$2,052
Senior Associate	12	\$58.05	\$697
Accounting Manager	2	\$43.27	\$87
Total Direct Labor Cost			\$2,834.66

2

Labor Overhead	
Audited Fringe and Overhead Rate	87.15%
Total Indirect Costs	\$2,470

3

Subcontractors/Suppliers	
WMB	\$932.98
Engineering Enterprise	\$0

See attached sheet

See attached sheet

4

Other Direct Costs	
Plotting*	\$200

5

General & Admin. Expense	
Rate	79.51%
Total G&A	\$2,254

Of Items 1

6

Fee	
Rate	10%
Rate	6%
Total Fixed Profit	\$832

Of Items 1, 2 & 5

Of Item 3	\$9,524
Total Not to Exceed Fee	