

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this ____ day of _____, 2018, 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 October 14, 2013, for professional architectural and engineering consulting services for the Buffer Median Island Upgrades ("Agreement"); and

WHEREAS, the CITY seeks to address safety and accessibility concerns for select buffer median island stops; and

WHEREAS, the CITY seeks to revise previously completed engineered drawings pertaining to selected stops; and

WHEREAS, CITY and CONSULTANT now desire to add services to the original agreement for engineering and design services.

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 these services is 20 days from Notice to Proceed.

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 \$35,726.20.

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 October 14, 2013, 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

SIEGFRIED ENGINEERING, INC.,
A California corporation

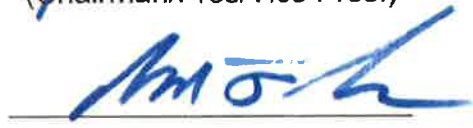
Jim Schaad, Director
Department of Transportation/FAX

By: 

Name: Anthony J. Lopes

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

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: 

Name: Paul F. Schneider

Title: CFO
(CFO/Secretary/Treasurer)

By: _____

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

REVIEWED BY:

By:  Date: 2.12.18
Amanda B Freeman, Deputy

Brian Barr, Capital Development Specialist
Transportation Department/FAX

Addresses:

CITY:
City of Fresno
Attention: Kristopher Grey, Project Manager
2223 G Street
Fresno, CA 93706-1675
Telephone: (559) 621-1539
FAX: (559) 498-4957

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:

Attachment A: Additional Scope of Services

Attachment A

Additional Scope of Services Consultant Service First Amendment to Agreement between City of Fresno (“City”) and Siegfried Engineering, Inc. (“Consultant”)

Buffer Median Island Upgrades 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 the selected buffer median island bus stops. The improvements shall achieve full ADA compliance. Modifications will be carried out on the documents last submitted May 29, 2014. 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 make revisions to the 100% construction documents last submitted on May 29, 2014 including:
 - a. Remove Stop #12 at Hughes & Princeton Avenue from the plan set
 - b. Add additional call-outs to indicate placement of K-1(CA) markers and Detail 26 Pavement Markers
 - c. Prepare plan revisions to indicate required demo and improvements for ADA approved ramps at 4 locations as indicated on the redlines plans provided in the email dated January 9, 2018.
 - d. Elimination of landscape shown on the redlines plans provided in the email dated January 9, 2018 that is no longer existing
 - e. Evaluate and add if necessary handrails at Fresno and Holland S/B entry ramp.
 - f. Addition of indicators for painting of red “No Parking” curb in several locations.
 - g. Additional indicators for root barriers above and beyond the general pad detail shown in 3 locations.
 - h. Evaluate and add if necessary pad width on north edge of Ashlan and Bond stop.
 - i. Additional detail for protection of backflow preventer and valve at 4412 Cedar stop.
 - j. Additional instructions for adjustments to (E) Water valve and line not shown on plan at Jensen and East stop.
 - k. Evaluate and add if necessary prepare revisions to ramp structure shown

for Fresno and Santa Ana stop.

- l. Prepare revisions to sidewalk for ADA accessibility at Fresno and Dakota stop.
 - m. Miscellaneous revisions to (E) signage, benches, etc. that have already been moved or must now be replaced.
 - n. Shift Chestnut and Floradora stop approximately 30' to the North to avoid concerns over traffic flow and ADA revisions.
 - o. Shift 3973 N. Cedar stop approximately 25' to the South to provide additional clearances from (E) water valves and (E) Sidewalk Signage not shown on plans.
 - p. Evaluate and add if necessary add additional width to shelter pad at Cornelia and Ashlan stop in order to better accommodate ADA clearances.
 - q. Depict wheelchair seating clearance zones beneath all bus stop shelters.
 - r. Update configuration of benches and shelters to manufacturer shop drawings per shelter configurations and drawings provided in the FAX emails dated January 9, 2018.
 - s. Prepare miscellaneous changes to notes and call-outs to provide additional clarity as indicated on the redlines plans provided in the email dated January 9, 2018.
 - t. Siegfried will provide one (1) draft submittal to FAX prior to the official plan check submittal.
 - u. Siegfried will prepare responses to comments from FAX and the other departments within the City such as Public Works, Traffic, and Building. Siegfried will respond to up to two (2) rounds of comments.
2. Consultant shall provide the following deliverables in accordance with Task 1 on Consultant Proposal version #3 dated January 18, 2018:
 - a. Plans will be wet stamped and signed by Siegfried: five (5) sets of full-scale plans (24" x 36 on jurisdictional title block) including all of the sheets required to depict the design intent at the 100% Construction Document level.
 - i. One (1) set will be delivered to the City – Mylar
 - ii. Four (4) sets will be delivered to FAX – Bond
 - b. Electronic Copies of full-scale plans in PDF and AutoCAD 2018 format
 - c. Engineer's Estimate of Probable Construction Cost
 - d. AutoCAD formatted backgrounds for FAX use, 2013 format required
 - e. Technical Specifications
3. Consultant shall provide up to 72 hours of general support for Task 2: Bidding and Construction Support. Any additional support required shall be provided in accordance with the terms of the Consultant proposal version #3 dated January 18, 2018.
4. Consultant shall include necessary in-person meetings with various City Departments as required to complete design.
5. Consultant shall provide independent cost estimates for scope changes during

the course of construction.

6. 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.

Figure 1: Job Classifications and Respective Rates of Pay

Job Classification	Pay Rate
Principal	\$98.08
Senior Associate	\$58.05
Project Engineer	\$45.67
Engineer Designer II	\$33.65
Technician III	\$29.00
Technician II	\$26.00
Instrumentman	\$64.99
Surveyor II	\$34.17
Office Assistant	\$27.00
Accounting Manager	\$43.27