

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of _____ 2023 (Effective Date), amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and Sherwood Design Engineers, a California Corporation (Consultant).

RECITALS

WHEREAS, City and Consultant entered into an Agreement dated December 17, 2021, for professional Engineering services for the design of plans and general construction documents for the Southwest Fresno Trail, (Agreement); and

WHEREAS, the City and the Consultant entered into a First Amendment on November 28, 2022, to modify the scope of work and provide additional services; and

WHEREAS, Consultant has completed Parts One and Two of the Agreement; and

WHEREAS, during the course of design, it was determined that additional design work is required to address necessary scope changes; and

WHEREAS, City and Consultant now desire to modify the scope of work therein by requiring additional services to address these scope changes and to increase the Consultant's compensation.

AGREEMENT

NOW, THEREFORE, the parties agree that the Agreement be amended as follows:

1. The recitals set forth above are incorporated herein by reference and made part of this Amendment.

2. Consultant shall provide additional services as described in **Attachment A**, attached hereto and incorporated herein by reference. Such additional services shall be completed within 145 days following execution of this Amendment by both parties.

3. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of \$62,217.

4. 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.

5. Except as otherwise provided herein, the Agreement entered into by City and Consultant, dated December 17, 2021, and amended on November 28, 2022, 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

Sherwood Design Engineers, a California Corporation

By: _____
RANDALL W. MORRISON,
Director
Capital Projects Department

By: _____

Name: Robyn Cooper

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

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____

Name: John Leys

By: _____
Deputy

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

APPROVED AS TO FORM:
ANDEW JANZ
City Attorney

REVIEWED BY:

By: _____ 10/30/23
Brandon M. Collet Date
Supervising Deputy City Attorney

Brandon Chacon
Brandon Chacon
Projects Administrator
Capital Projects Department

Addresses:
CITY:
City of Fresno
Attention: Brandon Chacon
2600 Fresno Street, 4th Floor
Fresno, CA, 93721-3623
Telephone No. 559-621-8713

CONSULTANT:
Sherwood Design Engineers,
Attention: Robyn Cooper, MS, PE
Principal
Santa Cruz, CA 95062
Telephone No. (831) 426-9054

Attachment: Attachment A

Attachment A

ADDITIONAL SCOPE OF SERVICES
Second Amendment to Consultant Service Agreement between City of Fresno (City)
and Sherwood Design Engineers (Consultant)

Southwest Fresno Trail Project

Consultant (Sherwood Design Engineers) shall perform the following task described below:

<u>Item</u>	<u>Task Description</u>	<u>Total Cost</u>
1.	Design Scope Changes, in accordance with the Consultants Additional Services Proposal dated October 3, 2023, to realign and design the trail so it is located within the FID Easement between Thorne Avenue and Delno Avenue.	\$62,217
	Total Cost	\$62,217