

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (“Amendment”) made and entered into as of this ____ day of April 2015, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation (“CITY”), and BKF Engineers, a California Corporation (“CONSULTANT”).

RECITALS

CITY and CONSULTANT entered into an Agreement, dated January 29, 2015, for Feasibility Studies for the Herndon Avenue and Clovis Avenue Class I Trails, hereinafter referred to as “Agreement;”

CONSULTANT is currently working on Task 1- Project Investigation of the Agreement; and

CITY and CONSULTANT now desire to modify the scope of work, therein, by requiring additional 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. Such additional services shall be completed within specified 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 \$76,600.00.

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 January 29, 2015, remains in full force and effect.

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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

BKF ENGINEERS,
A California corporation

Robert N. Andersen, PE
Public Works Dept. Assistant Director

By: _____

Name: _____

Title: _____
(if corporation or LLC, Board Chair,
Pres. or Vice Pres.)

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____

By: _____
Deputy

Name: _____

Title: _____
(if corporation or LLC, CFO, Treasurer,
Secretary or Assistant Secretary)

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

REVIEWED BY:

By: _____
Brandon M. Collet Date
Deputy City Attorney

Randy Bell, P.E
Interim Capital Projects Manager

Addresses:
CONSULTANT:
City of Fresno
Attention: Jesus A. Gonzalez, PE,
Project Manager
2600 Fresno Street, 4th Floor
Fresno, CA 93721-3623
Telephone No. (559) 621-8793
FAX. (559) 457-1241

CONSULTANT:
BKF Engineers
Attention: Chris Rideout, PE,
Vice President
4670 Willow Road, Ste. 250
Pleasanton, CA 94588
Telephone No. (925) 396-7700
FAX: (559) 396-7799

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 BKF Engineers, a California Corporation (“Consultant”)

Feasibility Studies for the Herndon Avenue and Clovis Avenue Class I Trails

Project Title

Consultant (BKF Engineers, a California Corporation) shall perform each of the tasks described below in items 1 and 2.

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

| <u>Item</u> | <u>Task Description</u> | <u>Total Cost</u> |
|-------------|--|-------------------|
| 1. | Preparation of Class I Bicycle Trail feasibility study along the Herndon Canal and Mill Ditch from the intersection of Shields Avenue and First Street to the intersection of McKinley and Clovis Avenues. See attached Exhibit ‘A’. | \$52,780.00 |
| 2. | Evaluation of Fulton Street and Van Ness Avenue for implementation of Class IV Bicycle Facilities to achieve connectivity between Downtown Fresno and the Tower District. See attached Exhibit ‘B’. | \$23,820.00 |
| | Total Cost | <hr/> \$76,600.00 |

The task 1 described above shall be completed in 180 calendar days from the date the parties execute the First Amendment to Agreement.

The task 2 described above shall be completed in 30 calendar days from the date the parties execute the First Amendment to Agreement.