

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of June, 2020, amends that certain Consultant Services Agreement entered into between the CITY OF FRESNO, a municipal corporation (City), and BKF Engineers, a California corporation (Consultant), dated March 7, 2016 (the Agreement).

RECITALS

- A. City and Consultant entered into the Agreement for professional engineering services for the design of plans and general construction contract documents for the Shields Avenue Bankside Trail from Fresno Street to First Street Project,
- B. CITY has reviewed revisions to meet the Fresno Irrigation District's requirements throughout the project area and determined the need for revisions to the Construction Plans.
- C. City now desires to modify the scope of work of the Agreement by requiring additional services and provide payment thereof in the amount of \$17,850.

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 15 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 fee of \$17,850.
- 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 March 7, 2016, and the Amendment entered into by the City and Consultant, dated January 24, 2017, remains in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

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

BKF Engineers,
a California Corporation

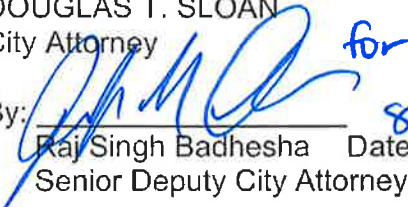
Randall W. Morrison, P.E.
Assistant Director
Public Works Department


By: 

Name: Greg Hurd

Title: President/CEO

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By:  for
Raj Singh Badhesha Date 8/28/2020
Senior Deputy City Attorney


By: 

Name: Jaysen Long

Title: Coo

ATTEST:
YVONNE SPENCE, MMC, CRM
City Clerk

REVIEWED BY:



Scott P. Sehm, P.E.
Public Works Manager

By: _____
Deputy

Addresses:
CITY:
City of Fresno
Attention: Jason Miller, P.E.
2600 Fresno Street, 4th Floor
Fresno, CA. 93721-3623
Telephone No. 559-621-8653
FAX: 559-457-1277

CONSULTANT:
BKF Engineers
Attention: Chris Rideout, P.E.
4675 MacArthur Court, Suite 400
Newport Beach, CA 92660
Telephone No. 949-526-8460
FAX: 949-526-8499

Attachment: Attachment "A" – Additional Scope of Services

Attachment A

ADDITIONAL SCOPE OF SERVICES

Consultant Service Second Amendment to Agreement between City of Fresno ("City") and BKF Engineers, a California corporation ("Consultant")

Shields Avenue Bankside Trail from Fresno Street to First Street

Project Title

Consultant (BKF Engineers, a California corporation) shall perform each of the tasks described below in items 1-4.

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

<u>Item</u>	<u>Task Description</u>	<u>Total Cost</u>
1.	Trail Section: <ul style="list-style-type: none">• Prepare concepts showing new trail alternative standards provided by the City• Revise trail cross sections to address FID separation from top of canal/fence/edge of trail• Revised geometrics/grading for trail on plan view and construction details• (station/offset/grades)• Provide new base maps to Landscape/Irrigation/Lighting sub-consultants for revisions	\$5,000.00
2.	Miscellaneous: <ul style="list-style-type: none">• Add new signage and FID general notes• Add removable bollards• Add four (4) locations for mountable curbs off Shields Ave and remove gate callouts• Revise stationing/offsets/grades for new trail location• Modify pavement thickness at driveways• Develop detail for fencing and bracing per FID sketch• Modify streetlight plans for lights• Revise landscape plans for new trail alignment/FID access locations• Add detail/specifications for tree trimming/stump removal/trimming on south side access road• Widen south access road off Fresno Street to full width and add grading onto adjacent property. Will required construction details/quantities for a new retaining wall. City to get construction rights.	\$4,350.00

3.	Angus Street Access:	\$5,000.00
	<ul style="list-style-type: none"> • Prepare concepts showing various truck turning/slopes for review by City and FID • Incorporate selected concept into plans • Add callouts/specifications/details for new access ramp and fence/gate 	
4.	Update quantities associated with the items above by BKF and sub-consultants:	\$3,500.00
	<ul style="list-style-type: none"> • Additional electrical engineering services (Alliance Engineering Consultants) \$1,000.00 • Additional landscape architecture service (WRT, Inc.) \$2,500.00 	
	Total Cost:	\$17,850.00

The tasks described above shall be completed in 15 calendar days from the date the parties execute the Second Amendment to Agreement.