

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this 30th day of July 2024, amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and BKF Engineers, a California corporation (Consultant).

RECITALS

WHEREAS, City and Consultant entered into an Agreement dated March 23, 2017, for services related to the design of plans and general construction contract documents for the Herndon Avenue Widening between Polk and Millburn Avenues (Agreement); and

WHEREAS, the City and the Consultant entered into a First Amendment on December 4, 2020, to modify the scope of work and provide additional services; and

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

WHEREAS, City has reviewed the project requirements and determined the need for additional coordination and deliverables to complete the Construction Document phase; and

WHEREAS, City and Consultant now desire to enter into this Second Amendment to modify the agreement to increase the scope of work necessary, utilizing \$48,300 in existing contingency monies to complete work for a total contract amount of \$1,035,749 with a remaining contingency amount not to exceed \$3,700; and

WHEREAS, with entry into this Agreement, the Consultant agrees it has no claim, demand, or dispute against the City.

AGREEMENT

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

1. The recitals to this Amendment are incorporated and made a part of the Agreement.

2. Consultant shall provide additional services as described in **Attachment A**, attached hereto and incorporated herein by reference. Such additional services shall commence upon execution of this Amendment by both parties, and shall end upon termination of the Agreement.

3. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Second Amendment is not modified from the original

agreement utilizing \$48,300 in existing contingency monies to complete work for a total contract amount of \$1,035,749 with a remaining contingency amount not to exceed \$3,700.

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 March 23, 2017, and amended on December 4, 2020, remains in full force and effect.

[Signatures follow on the next 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

By: 
RANDALL W. MORRISON,
Director
Capital Projects Department

ATTEST:
TODD STERMER, CMC
City Clerk

By:  9-3-2024
Susan Mac
Deputy
Date

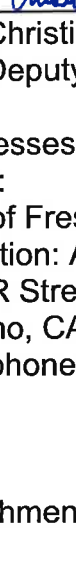
APPROVED AS TO FORM:
ANDEW JANZ
City Attorney

By:  7/30/24
Christine C. Charitar
Deputy City Attorney
Date

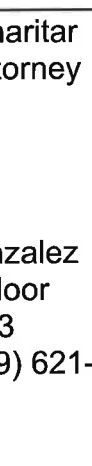
Addresses:
CITY:
City of Fresno
Attention: Alex Gonzalez
747 R Street, 2nd Floor
Fresno, CA. 937213
Telephone No. (559) 621-8607

Attachment: Attachment A

BKF Engineers,
a California Corporation

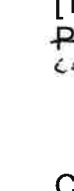
By: 
Name: Chris Rideout

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

By: 
Name: BRIAN SCOTT

Title: PRINCIPAL / VICE PRES.
(If corporation or LLC, CFO, Treasurer,
Secretary or Assistant Secretary)

REVIEWED BY:


[Name] Alex Gonzalez
[Title] Licensed Professional Engineer
~~Public Works Department~~
Capital Projects

CONSULTANT:
BKF Engineers
Attention: Chris Rideout, P.E., Principal
4670 Willow Road, Suite 250
Pleasanton, CA 94588
Telephone No. (925) 396-7700
FAX: (925) 396- 7799

Attachment A

ADDITIONAL SCOPE OF SERVICES

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

Budget Adjustment Request

Task 1: Project management

With the Project placed on hold and the project schedule extending beyond the original Bid date of June 2019, BKF is requesting to increase the budget for Project Management to manage, coordinate and complete the Project. The additional budget request will encapsulate the additional costs to manage the Project through the anticipated new Bid date, which is now anticipated in Summer 2023.

Task 2: Schematic Design Phase

The utility coordination commenced April 2018, and record drawings/as-builts from the utility companies were received and mapped in 2018. The potholes were performed January 2020, which BKF believes are still valid. For this task, BKF will resend a modified Utility "A and B" Letters to request the utility companies' record drawings/as-builts again, and provide the utility base map that BKF prepared to the utility companies for verification of their existing facilities. It is essential that this revalidation of utility locations be conducted and to ensure there were no new facilities installed during the three years the Project was put on hold. This information on utility facilities will be captured on our construction documents, if necessary. BKF does not anticipate additional potholing needs at this point. If there are new facilities that may have potential conflicts with the proposed improvements, BKF will immediately inform the City and propose a course of action for concurrence.

Task 3: Construction Document Phase/Final Design

Now that the Project has started up again, BKF Project Design Team (PDT) has reviewed the project files and plans set to better understand the status of the deliverable for the 90% submittal. BKF began coordination with the new BNSF representative for the design of the Herndon Avenue Bridge and Construction and Maintenance (C&M) Agreement. There have been multiple coordination meetings with the Team, and on-going design coordination with the structural components, lighting on the street, trail and under the bridge along BNSF right of way.

Scope of Services

Consultant (BKF Engineers, a California corporation) shall perform each service listed in Table A below for Tasks 1-3. Invoicing for services shall be in a similar manner currently agreed upon the March 23, 2017 Agreement, per task summarized as follows:

Task	Description	Fee
1	Project Management	\$ 9,956
2	Schematic Design Phase	\$ 2,660
3	Construction Document Phase/Final Design	\$ 33,184
RE	Reimbursable (Mileage/Travel)	\$2,500
Total Labor Fee		\$48,300

Reimbursable expenses (RE), associated with completion of Task 1-3, are anticipated for reproduction, mileage, express and messenger deliveries, and computer deliverable plots.