

## **FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT ("First 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 July 31, 2016, for professional architectural and engineering consulting services for the Shaw-Cedar Avenue Bus Shelter Upgrades ("Agreement"); and

WHEREAS, the CITY seeks to address safety and accessibility concerns for select stops along and intersecting Shaw and Cedar Avenues; and

WHEREAS, the CITY seeks to revise the original scope of work found in the Agreement to include more locations and additional bus stop improvements; 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 the services is outlined in Attachment A.

2. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this First Amendment shall be a total fee not to exceed \$116,660, except at the risk of the Consultant.

3. In the event of any conflict between the body of this First Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this First 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 First Amendment, shall be null and void.

4. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT 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 Schneider

Title: VP/CFO  
(CFO/Secretary/Treasurer)

By: \_\_\_\_\_

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By:   
Amanda Freeman  
Deputy

Date: 3/5/18

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")

#### Shaw-Cedar Avenue Bus Stop 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 select bus stops along the Shaw-Cedar Avenue corridor. The improvements shall achieve full ADA compliance. Modifications called for here will be carried out on and carried forward from the set of plans approved on September 30, 2017. 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:

#### Task 1 – Topographic Survey and Schematic Design

1. Siegfried will survey the following new locations and lay out the stops to the 30% plan level as indicated in the project contract:
  - a. Extend the survey to include the area at Bus Stop #53 to move the stop west
  - b. Extend the survey at Bus Stop #63 east to relocate the bus stop to the east
  - c. Extend the survey to 4290 Ashlan Ave. to relocate Bus Stop #64
  - d. Extend the survey at Bus Stop #49 at Cedar and Ashlan to move it north of the adjacent driveway
  - e. Add survey for a new stop at Cedar and Jensen NB
  - f. Add survey for a new stop at Cedar and Jensen SB
  - g. Add survey for a new stop at Cedar and Church NB
  - h. Add survey for a new stop at Cedar and Church SB
  - i. Survey for up to nine (9) possible bulb outs at locations to be determined. The survey will include pavement and utilities in sufficient detail to allow for the proper design of the hardscape, utilities, and pavement delineation.

## Task 2 – Construction Documents

1. In addition to advancing the stops that are to remain as it, Siegfried will design or redesign the following new and relocated locations as indicated in the project contract:
  - a. Bus Stop #53 to move the stop west
  - b. Bus Stop #63 east to relocate the bus stop to the east
  - c. Bus Stop #64 to 4290 Ashlan Ave.
  - d. Bus Stop #49 to the north of the adjacent driveway
  - e. Cedar and Jensen NB
  - f. Cedar and Jensen SB
  - g. Cedar and Church NB
  - h. Cedar and Church SB
2. Siegfried will cease design work on the following stop:
  - a. Bus Stop #24 Shaw and Maple EB
3. Siegfried will add bus layover pads to 5 locations to be determined by the City.
4. Siegfried will provide APN numbers and proposed preliminary easement locations and dimensions for all stops that require an easement. Easements are anticipated at 32 locations.
5. Siegfried will evaluate the use of bulb outs and design said design bulb outs for up to nine (9) possible bulb outs at locations to be determined and if easements are not viable.
6. Siegfried will review the ADA Survey performed by the City and when within the envelope of the current design limits incorporate repairs or improvements to revolve the accessibility barriers.

## Task 3 – Bidding Phase

Siegfried will provide additional bidding phase services associated with the additional 3 net new stops and the bulb outs.

## Task 4 – Construction Phase

Siegfried will provide additional bidding phase services associated with the additional 3 net new stops and the bulb outs.

## **Period of Performance**

1. Siegfried shall have advanced all stops, including those added in this Amendment, to the 50% level within 20 working days of the Notice to Proceed.

2. The City will provide 35 working days to bring all plans to a 75% progress level as a part of the Design Document stage beginning from the Notice to Proceed for Design Documents.
3. The City will provide 25 working days to bring all plans to a 95% level from the Notice to Proceed for Construction Documents.

**Deliverables:**

1. Continued iterations of the project plans with the goal of reaching 100% level construction documents and specifications.
2. Completed list of APNs for locations affected by easements. This list shall be delivered within the 20 day window from the Notice to Proceed with Change Order work.
3. Electronic Copies of full-scale plans in PDF and AutoCAD 2013 format as needed to facilitate reviews and continued plan progress.