

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of _____ 20__, amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and Community Works Design Group, a California corporation (Consultant).

RECITALS

WHEREAS, City and Consultant entered into an Agreement dated June 30, 2022. To obtain professional landscape architecture services for the design of plans and general construction contract documents for Milburn and Dakota Park (the Project); and

WHEREAS, the First Amendment to Agreement, made and entered into November 9, 2023, expanded the scope of services to include Consultant facilitating work between sub-consultants to services for landscape maintenance plan and expedite the electrical design for PG&E, and provided an increase in the amount of \$49,950; and

WHEREAS, Consultant has completed the Part 1 Schematic Design and Part 2 Design Development of the Agreement; and

WHEREAS, City and Consultant now desire to modify the scope of work therein by requiring additional services; and

WHEREAS, with entry into this Second Amendment, 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 be completed within the term of the Agreement and completed no later than April 14, 2024, 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 \$21,860.
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 June 30, 2022, remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: _____
FRANCISCO V. MAGOS II, PE,
MBA, QSD
Assistant Director
Capital Projects Department

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: Christine Charitar 3/15/24
Christine C. Charitar Date
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

Addresses:
CITY:
City of Fresno
Attention: Raymundo Casillas
Engineer I
747 R Street
Fresno, CA 93721
Telephone No. 559-621-8658

Community Works Design Group,
a California Corporation

By: [Signature]
Name: SCOTT RICE
Title: PRESIDENT
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: [Signature]
Name: SCOTT RICE
Title: TREASURER
(If corporation or LLC., CFO,
Treasurer, Secretary or Assistant
Secretary)

REVIEWED BY:
L. Nathan Sanchez
L. Nathan Sanchez, Projects Administrator
Capital Projects Department

CONSULTANT:
Community Works Design Group,
Attention: Scott Rice, ASLA, LEED, AP,
President
7111 Indiana Avenue, Suite 300
Riverside, CA 92504
Telephone No. (951) 369-0700

Attachment: Exhibit A – Additional Scope of Services

Attachment A

ADDITIONAL SCOPE OF SERVICES

Consultant Service Second Amendment to Agreement between City of Fresno (City)
and Community Works Design Group (Consultant)

Milburn and Dakota Project

Additional Scope of Services includes offsite roadway improvements based on approved Geometrics Design. The offsite improvements will extend further beyond the initial boundaries to improve the Milburn and Dakota Avenue Street intersection, but not limited to south of the section/centerline of Dakota, east and west of Milburn between Cornelia and Blythe Avenues.

Scope includes:

Task 1: Additional Off-Site Improvement Plans Coordination:

- Consultant will attend meetings as necessary to obtain approvals for the offsite improvement packages.

Task 2: CEQA Addendum to Approved MND

- Consultant will prepare a CEQA Addendum to address the proposed additional street improvements on W. Dakota Avenue and N. Milburn Avenue. This task will include the following services:
 - i. Detailed review of the Initial Study/Mitigated Negative Declaration (IS/MND) prepared for Milburn/Dakota Park to assess original project impacts and mitigation measures.
 - ii. Analysis of potential environmental impacts associated with the proposed street improvements.
 - iii. Comparison with original CEQA findings to determine if new significant impacts are likely.
 - iv. Identification of any additional mitigation measures, as required.
 - v. Preparation of a draft CEQA addendum document, incorporating all analysis and findings.
 - vi. It is not anticipated that an updated Biological Resources, Cultural Resources Study, or VMT Assessment will be required. If these, or other additional technical studies are needed to support the CEQA Addendum, an updated proposal will be provided.

Task 3: Additional Topographic Survey

- Consultant will provide additional topographic survey for the south side of Dakota Avenue per the approved GAD.

- Consultant will tie into City Benchmark System (or GPS NAVD88 Datum) for the portions of Dakota Avenue west of the Milburn/Dakota centerline not originally captured as part of initial contracted scope.

Task 4: Additional Off-site Construction Plans

- Consultant will revise and include the required street improvements to complete the design based on the Approved GAD.
- Consultant will prepare and revise the cost estimates based on the additional offsite improvements.
- Consultant will ensure that all approvals are obtained by outside agencies.

Second Amendment Compensation

Additional Offsite Improvement Plans Coordination	\$2,560.00
CEQA Addendum to Approved MND	\$4,600.00
Additional Topographic Survey	\$3,450.00
Additional Off-Site Construction Plans	\$11,250.00
TOTAL PROFESSIONAL SERVICES FEE	\$21,860.00

First Amendment Compensation

Expedited electrical design for PG&E	\$38,000.00
Landscape maintenance plan	\$9,450.00
Additional field support	\$1,750.00
Reimbursables	\$750.00
TOTAL PROFESSIONAL SERVICES FEE	\$49,950.00

Original Contract Amount

Part 1: Schematic Design Phase	\$165,525.60
Part 2: Design Development Phase	\$137,938.00
Part 3: Construction Document Phase	\$117,247.30
Part 4: Bidding Phase	\$41,381.40
Part 5: Construction Phase	\$227,597.70
TOTAL PROFESSIONAL SERVICES FEE	\$689,690.00

Total Amended Contract Amount: \$761,500.00

Schedule

Time allotted for each phase is summarized below.

Additional Offsite Improvement Plans Coordination	16 calendar days
CEQA Addendum to Approved MND	24 calendar days
Additional Topographic Survey	16 calendar days
Additional Off-Site Construction Plans	16 calendar days