SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this 12 day of Feb 2021, 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 January 22, 2018 (the Agreement).

RECITALS

A. City and Consultant entered into the Agreement for professional engineering services (Agreement) for the design of plans and general construction contract documents for the Mid-Town Trail, Segments 1 and 3.

B. City and Consultant entered into a First Amendment to the Agreement, on January 19, 2021, for Mid-Town Trail, Segments 1 and 3, in the amount of $28,363 (Segment 1: $19,144 and Segment 3: $9,219).

C. Consultant provided Part 1, Schematic Design Plans to Caltrans for review. The City has reviewed the scope of work associated with Caltrans' comments and determined the need for changes to the Agreement. Addressing Caltrans' comments will require additional evaluation and submittals, resulting in increased costs.

D. City now desires to modify the scope of work of the Agreement, due to the uncertainty of the design needed to fully address Caltrans' comments. Reallocation of Consultant compensation is needed to address the increased cost associated with the new scope of work for Part 1 of the Agreement, and to keep the project moving while the scope for the remaining parts of the Agreement is reassessed and coordinated with Caltrans and Consultant.

E. The original Agreement's Consultant compensation for Segment 1, was allocated as follows: $346,468 total, Part 1 (14%, $48,505.52), Part 2 (40%, $138,587.20), Part 3 (39%, $135,122.20) ,Part 4 (1%, $3,464.68), Part 5 (6%, $20,788.08)

F. City now desires to reallocate the Consultant's compensation for Segment 1, for to Parts 1 through 5 of the Agreement (including Amendment No.1, Segment 1: $19,144) , as follows: $365,612 total, Part 1 (31.6%, $115,402), Part 2 (40.3%, $147,334), Part 3 (28.1%, $102,876) ,Part 4 (0%, $0), Part 5 (0%, $0)

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledge, the parties agree that the aforesaid Agreement be amended as follows:

1. Consultant compensation shall be reallocated, and Consultant shall provide 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.

2. Consultant shall receive no additional compensation pursuant to this

Amendment.

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 22, 2018, and amended on January 19, 2021 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, P.E.
Assistant Director
Public Works Department

BKF Engineers,
a California Corporation

By: _____

Name: GORDON SWEET

Title: PRINCIPAL / VP
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

By: _____

Name: ERIC GIROD

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

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____ 2/11/21
Brandon M Collet Date
Senior Deputy City Attorney

ATTEST:
YVONNE SPENCE, MMC CRM
City Clerk

By: _____ 2/12/21
Deputy

REVIEWED BY:

_____ P.E. DEPUTY CITY ENGINEER
for Scott P. Sehm, P.E.
Public Works Manager

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: Dave Richwood, P.E.
255 Shoreline Drive, #200
Redwood City, CA 94065
Telephone No. 650-482-6300
FAX: 650-482-6399

Attachment: Attachment "A" – Additional Scope of Services

Attachment A

REVISED PART 1 SCOPE OF SERVICES
Consultant Service Second Amendment to Agreement between City of Fresno (City) and BKF Engineers, a California corporation (Consultant)

Mid-Town Trail Segments 1
Project Title

Consultant (BKF Engineers, a California corporation) shall perform each service described below in items 1-10.

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

Item	Segment 1, Part 1 Service Description	Total Cost
1.	Project management	$7,524
2.	Rescoping effort	$3,234
3.	Gather and review revised data (as-builts/structure)	$2,648
4.	Coordinate and review additional survey data	$2,822
5.	Traffic data collection (including new westbound Shields Avenue lane elimination and turn pocket	$2,261
6.	Review/revise additional utility investigation mapping	$1,613
7.	Review/revise project base mapping	$2,135
8.	Overhaul Geometrically Approved Design (GAD) and identify all non-standard features	$12,947
9.	Address Caltrans/City Comments and Revise GAD	$7,732
10.	Finalize GAD/Schematic design drawing package and cost estimate.	$19,189
	TOTAL COST	$62,105

The services described above shall commence upon execution of the Second Amendment to Agreement by both parties, and shall end upon termination of said Agreement.

Allocation of Segment 1 Consultant Compensation - History						
	Part 1	Part 2	Part 3	Part 4	Part 5	Total
Original Agreement	$48,506 (14%)	$138,587 (40%)	$135,122 (39%)	$3,465 (1%)	$20,788 (6%)	$346,468 (100%)
Original Consultant/ City Negotiated Allocation	$43,209 (12.5%)	$143,078 (41.2%)	$136,708 (39.6%)	$4,645 (1.3%)	$18,828 (5.4%)	$346,468 (100%)
Original Consultant/ City Negotiated Allocation + Amendment No. 1	$53,297 (14.5%)	$147,334 (40.3%)	$140,803 (38.5%)	$4,785 (1.4%)	$19,393 (5.3%)	$365,612 (100%)
Amendment No. 2 – Reallocation of Segment 1 Consultant Compensation						
Original Consultant/ City Negotiated Allocation + Amendment No. 1 + Amendment No. 2	$115,402 (31.6%)	$147,334 (40.3%)	$102,876 (28.1%)	$0 (0%)	$0 (0%)	$365,612 (100%)

Consultant compensation shall be allocated as described in 'Amendment No. 2 – Reallocation of Consultant Compensation' table above, and shall commence upon execution of the Second Amendment to Agreement by both parties, and shall end upon termination of said Agreement.