FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this 2nd day of February 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 for the design of plans and general construction contract documents for the Mid-Town Trail, Segments 1 and 3.

B. City has reviewed the Scope of Work associated with the Schematic Design Phase (Part 1) for both Segments 1 and 3 and has determined the need for changes to the Agreement. The Consultant's work occurred at a later date than anticipated and additional evaluation and submittals are required, resulting in increased costs.

C. City now desires to modify the scope of work of the Agreement to address the increased project duration, additional Caltrans' Alternatives evaluation, and an increase in Consultant's rates. The City now desires to provide payment thereof in the amount of $28,363.

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 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.

2. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of $28,363.

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, 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

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

BKF Engineers,
a California Corporation

By: _____

Name: DAVID A. RICHWOOD

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

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____ 2/11/21
Jennifer M. Quintanilla Date
Deputy City Attorney

By: _____

Name: Jean Chen

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

ATTEST:
YVONNE SPENCE, MMC
City Clerk

By: _____ 2/2/21
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

ADDITIONAL SCOPE OF SERVICES
Consultant Service First Amendment to Agreement between City of Fresno (City) and BKF Engineers, a California corporation (Consultant)

Mid-Town Trail Segments 1 and 3
Project Title

Consultant (BKF Engineers, a California corporation) shall perform each service described below in items 1-6.

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

Item	Segment 1 Service Description	Total Cost
1.	Increased Part I Duration: • Additional management expenses.	$4,312
2.	Caltrans Alternatives Evaluation (Part I): • Additional evaluation of alternative layouts to gain Caltran's general acceptance.	$4,500
3.	Rate Adjustment: Rate adjustment to Parts 1-5 to account for increased project duration. $1,276 (Part 1) + $9,056 (Parts 2-5)	$10,332
Item	Segment 3 Service Description	
4.	Increased Part I Duration: • Additional management expenses	$1,570
5.	Additional Submittal (Part I): • Additional 30% submittal to gain Fresno Irrigation District's (FID) acceptance of trail alignment and FID maintenance access points.	$4,359
6.	Rate Adjustment: • Rate adjustment to Parts 1-5 to account for increased project duration. $643 (Part 1) + $2,647 (Parts 2-5)	$3,290
	Total Cost:	$28,363

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