

## **SECOND AMENDMENT TO AGREEMENT**

THIS SECOND AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation ("CITY"), and Provost and Prichard Engineering Group, Inc. ("CONSULTANT").

### **RECITALS**

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated March 28, 2014, for professional architectural and engineering consulting services for the Courthouse Park Transit Shelter Design and Engineering Project ("Agreement"); and

WHEREAS, CITY and CONSULTANT entered into a First Amendment to the Agreement on July 18, 2016 ("First Amendment"), in which the parties agreed upon additional services to be completed by CONSULTANT; and

WHEREAS, the Courthouse Park Transit Center Improvement project schedule was extended for coordination, value engineering and extended city processes; and

WHEREAS, CITY and CONSULTANT now desire to add additional budget to the original agreement to offset the delays unable to be absorbed by the contract budget, therein, by requiring additional 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.

2. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee not to exceed \$3,938.

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 March 28, 2014, 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

\_\_\_\_\_  
Bruce Rudd,  
Interim Director of Transportation  
Fresno Area Express/  
Transportation Department

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

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

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By: \_\_\_\_\_  
Amanda B Freeman      Date  
Deputy

Addresses:  
CITY:  
City of Fresno

Attention: Brian Barr,  
Project Manager  
2223 G Street  
Fresno, CA. 93706-1675  
Telephone: (559) 621-1418  
FAX: (559) 498-4957

Attachments:  
Attachment A, ADDITIONAL Work Requested Under the Contract, Scope of Work

Provost and Pritchard Engineering  
Group Inc.,  
a California corporation

By: \_\_\_\_\_  
Name: Matthew W Kemp  
Title: Vice President  
(Chairman/Pres/Vice Pres.)

By: \_\_\_\_\_  
Name: RONALD J. SAMUELSON  
Title: PRESIDENT  
(CFO/Secretary/Treasurer)

REVIEWED BY:

\_\_\_\_\_  
Brian Barr, Capital Development  
Specialist  
Fresno Area Express/  
Transportation Department

CONSULTANT:  
Provost and Prichard Engineering  
Group, Inc.  
Attention: Michael Osborn  
Project Manager  
286 W. Cromwell Avenue  
Fresno, CA 93711-6162  
Telephone: (559) 449-2700  
FAX: (559) 449-2715

Attachment A

Additional Scope of Services

Consultant Service First Amendment to Agreement between City of Fresno ("City") and  
Provost and Pritchard Engineering Group, Inc. ("Consultant")

Courthouse Park Transit Shelter Design and Engineering Project

Project Title

Consultant (Provost and Pritchard Engineering Group, Inc., a California corporation)  
shall perform each of the tasks described below.

1. This Amendment provides a not-to-exceed budget to compensate for project delays and schedule extensions. This budget shall be billed against if unable to be absorbed in Parts 1 through 4 of the Agreement.
2. This Amendment includes all project management tasks, administration, consultant fees, general administration, coordination, profit, overhead, materials, travel, labor, etc. associated with this Amendment.
3. Consultant invoice for work included in this Amendment under separate billable line items from the base contract.
4. The consultant not-to-exceed fee to provide additional services is itemized as follows:

|                                |                    |
|--------------------------------|--------------------|
| LABOR                          |                    |
| Provost & Pritchard            | \$ 3,938.00        |
| Total Labor, OH & Profit       | \$ 3,938.00        |
|                                |                    |
|                                |                    |
| <b>Total Fee Not To Exceed</b> | <b>\$ 3,938.00</b> |