

## **SECOND AMENDMENT TO AGREEMENT**

THIS SECOND AMENDMENT TO AGREEMENT ("Second Amendment") made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation ("CITY"), and WSP USA, Inc., a New York Corporation ("CONSULTANT").

### **RECITALS**

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated March 31, 2014, for professional project management consulting services for the Blackstone/Kings Canyon Bus Rapid Transit Project ("Agreement"); and

WHEREAS, City and CONSULTANT entered into a First Amendment on March 2, 2017, to modify the scope of the agreement;

WHEREAS, CITY and CONSULTANT now desire to modify the time for performance and scope of services, as set forth in Exhibit A to this Second Amendment, and provide for additional compensation to CONSULTANT for the revised scope.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals, the parties agree that the Agreement be amended as follows:

1. CONSULTANT shall provide additional and modified services as described in **Exhibit A**, attached hereto and incorporated herein by reference.
2. The services outlined in **Exhibit A** shall be completed no later than April 30, 2019.
3. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Second Amendment shall be an amount not to exceed \$50,000.00.
4. In the event of any conflict between the body of this Second Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Second Amendment shall control and take precedence over the Attachment.
5. Except as otherwise provide herein, the Agreement entered into by the City and Consultant, dated March 31, 2014, as amended, remains in full force and effect.

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


CITY OF FRESNO,  
a municipal corporation

\_\_\_\_\_  
Gregory A. Barfield,  
Director of Transportation  
Fresno Area Express/  
Transportation Department

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

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

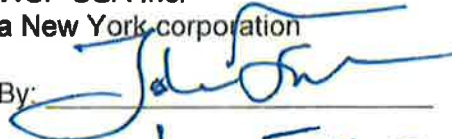
APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney


By:   
Amanda B. Freeman Date 2/12/19  
Senior Deputy City Attorney

Addresses:  
CITY:  
City of Fresno  
Attention: Belinda McMilan,  
Administrative Manager  
2223 G Street  
Fresno, CA. 93706-1675

Attachments:  
Attachment A: Revised Scope of Services

WSP USA Inc.  
a New York corporation

By:   
Name: JOHN FISHER  
Title: VICE PRESIDENT  
(Chairman/Pres./Vice Pres.)

By:   
Name: Hillary Jassay  
Title: Secretary  
(CFO/Secretary/Treasurer)

CONSULTANT:  
WSP USA Inc.  
Attention: Tad Widby  
Vice President/Area Manager  
2150 River Plaza Drive, Suite 400  
Sacramento, CA 95833

**Exhibit A**  
**REVISED SCOPE OF SERVICES**  
**Consultant Service Agreement between City of Fresno (“City”)**  
**and WSP USA, INC. (“Consultant”)**  
Blackstone/Kings Canyon BRT Project Management Services

This scope of work is for Project Management Consultant (PMC) Services for the Blackstone/Kings Canyon Bus Rapid Transit (BRT) Project.

The original scope of services provided by the PMC included overall project management, project controls, oversight of the design, engineering, and construction services, utility coordination, permitting support, public involvement, meeting safety and security requirements, and coordination with FTA.

This Amendment extends the performance of the Agreement and associated level of effort for the contracted scope work to April 30, 2019. This amendment also adds additional budget for all applicable contract tasks, including but not limited to document preparation, FTA coordination, information gathering, financial reporting, direct material reimbursements, etc. as necessary to complete the project.