

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (First Amendment) made and entered into as of this ____ day of _____, 2025, amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and Provost & Pritchard Engineering Group, Inc., a California Corporation (Consultant).

RECITALS

WHEREAS, City and Consultant entered into an Agreement dated June 20, 2024, for professional engineering services for the design of plans and general construction for Santa Fe Depot Exterior ADA Upgrades (Agreement) for a total contract amount of \$132,500 with a contingency amount not to exceed \$15,000; and

WHEREAS, Consultant has successfully completed the Schematic Design set drawings portion for Phase I Santa Fe Depot Exterior ADA Upgrades Agreement; and

WHEREAS, City and Consultant now desire to enter into this First Amendment to modify the Agreement for additional services to include Phase II Santa Fe Depot Platform Side ADA Improvements of the project to coincide with Amtrak's Platform Improvements, for an increased monetary consideration of \$177,500 plus a contingency amount not to exceed \$15,000, for a total contract amount of \$310,000 and a total contingency amount not to exceed \$30,000; and

WHEREAS, by entry into this First Amendment, Consultant agrees it has no claim, demand, or dispute with the City.

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 acknowledged, the parties agree that the Agreement be amended as follows:

1. Consultant shall provide additional services as described in **Attachment A – Additional Scope of Services**, attached hereto and incorporated herein by reference. Such additional services shall be completed in accordance with the schedule and terms provided in Attachment A, following execution of this First Amendment by both parties.

2. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this First Amendment shall be a total fee \$177,500 plus a contingency amount not to exceed \$15,000, for a total contract amount of \$310,000 and a total contingency amount not to exceed \$30,000.

3. Except as expressly modified by this First Amendment, the Agreement remains in full force and effect. In the event of any conflict between the Agreement and

this First Amendment, this First Amendment shall control. 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 First Amendment, shall be null and void.

4. Except as otherwise provided herein, the Agreement entered into by City and Consultant, dated June 20, 2024, remains in full force and effect.

[Signatures follow on the next page.]

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

CITY OF FRESNO,
A California municipal corporation

Provost & Pritchard Engineering Group, A
California corporation

By: _____
Brian Barr
General Services Director

DocuSigned by:
Jeffrey Dorn 2/26/2025
C3F0D267A0B94F7...
Name: Jeffrey Dorn

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Title: Director of Operations
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

Signed by:
By: Jennifer M. Wharton 2/28/2025
250AD6D449651671
Name: Jennifer M. Wharton
Deputy City Attorney

Signed by:
By: Matthew W Kemp 2/28/2025
05181249A4094B1...
Name: Matthew W Kemp

ATTEST:
TODD STERMER, CMC
City Clerk

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

By: _____
Deputy Date

REVIEWED BY:

DocuSigned by:
Robin O'Malley 2/28/2025
964B5552F7404BA
Name: Robin O'Malley
Public Works Manager
General Services Department

Addresses:
CITY:
City of Fresno
Attention: Craig Ricci
Project Manager
2101 G Street, Building C
Fresno, CA 93706
Telephone No. 559-960-2218
FAX. 559-457-1517

CONSULTANT:
Provost & Pritchard Engineering Group, Inc.
Attention: Michael Osborn
Project Manager
455 W. Fir Ave
Clovis, CA 93611
Telephone No. 559-449-2700
E-Mail: mosborn@ppeng.com

Attachment: Attachment A

Attachment A

ADDITIONAL SCOPE OF SERVICES

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

Phase 2 Platform Side Improvements include but are not limited to:

- Parking Area
 - The surface slope of the designated accessible parking spaces exceeds 1:48. (2010 Standards §§ 208.2, 502.4)
 - Two of the seven designated accessible parking spaces are less than 96 inches wide.
 - One of the seven designated accessible parking spaces does not have an adjacent marked access aisle. (2010 Standards §§ 208.2, 502.2, 502.3)
- Exterior Route from Designated Accessible Parking Spaces to Platform
 - The route contains gaps in the pavement greater than ¼ inch wide. (2010 Standards §§ 206.2.1, 402.2, 403.2, 302.3)
 - The route contains changes in level greater than ¼ inch vertical. (2010 Standards §§ 206.2.1, 402.2, 403.4, 303)
- Exterior Route from Santa Fe Avenue and Tulare Street to Platform
 - The transition between the gutter and the curb ramp is not at the same level. (2010 Standards §§ 206.2.1, 402.2, 406.2)
 - The route contains gaps in the pavement greater than ¼ inch wide. (2010 Standards §§ 206.2.1, 402.2, 403.2, 302.3)
 - The route contains changes in level greater than ¼ inch vertical. (2010 Standards §§ 206.2.1, 402.2, 403.4, 303 Station)

Phase 2 Platform Side Improvements will be coordinated with Amtrak's design of their scope of work. Construction of their improvements is scheduled for FFY 2026. Amtrak has completed a topographic survey of the area and provided it in PDF format to the City; the City provided Provost & Pritchard (P&P) with the PDF of the survey on 2/5/2024. P&P will perform a supplemental topographic survey to cover the areas in our scope of work not covered by Amtrak's survey.

Fee Schedule:

- | | |
|----------------------------------|----------|
| 1. Schematic Design | \$45,000 |
| 2. Design Development | \$50,000 |
| 3. Construction Documents | \$60,000 |
| 4. Bid Phase Assistance | \$2,500 |
| 5. Construction Phase Assistance | \$20,000 |

Schedule:

- | | |
|--------------------------------|--|
| 1. Schematic Design | 90 Calendar Days from Notice to Proceed |
| 2. Design Development | 75 Calendar Days from Notice to Proceed |
| 3. Construction Documents | 90 Calendar Days from Notice to Proceed |
| 4. Bid Administration | Bid Advertise Duration |
| 5. Construction Administration | General Contract Award through Notice of Completion filing |

Project Deliverables:

Part 1 - Schematic Design

(1) The Consultant shall include sufficient detail for the design of the Project, and as necessary to obtain the acceptance of the City. The Consultant shall provide the City with an electronic file of the **Phase 2 - Santa Fe Depot Trackside ADA Improvements** in the following format: **.dwg and PDF**.

(2) The Consultant shall conduct studies and investigations as necessary to confirm requirements of design including, but not limited to, (i) consulting with the various utility agencies, and (ii) obtaining all information and data from the respective responsible the City department/division that is available in the City's records and is required by the Consultant in connection with the consulting services including, but not limited to, maps, surveys, reports, information, restrictions and easements. The Consultant shall notify the City if a topographic survey is required.

(3) The Consultant shall provide a preliminary evaluation of the Project cost of construction (Construction Budget Estimate) including alternative approaches to design and construction of the Project.

(4) Based upon the mutually agreed upon Project requirements and any adjustments authorized by the City in the Construction Budget Estimate, the Consultant shall design and prepare schematic design drawings and other documents for review, modification, if required, and acceptance by the City staff sufficient to show the concept and scope of the proposed Project and the scale and relationship of Project components.

(5) The Consultant shall submit a preliminary estimate of construction cost for review and acceptance by the City. "Construction cost" means the cost of construction under the general construction contract and does not include the Consultant's compensation. Such estimate shall include, and shall separately state, the cost of any add or deduct alternatives, the cost of any work which may be let on a segregated bid basis and any equipment or fixtures which may be incorporated in or excluded from the general construction contract as may be necessary to stay within the Construction Budget Estimate.

(6) The Consultant shall make as many submittals as may be necessary or desirable to obtain the acceptance by the City and shall assist the City in applying for and obtaining from applicable public agencies any approval permit, or waiver required by law, which assistance shall include, but not be limited to, making Project information available to the City.

(7) The Consultant may not rely upon any as-builts provided by the City, but shall investigate the existing conditions and ascertain the adequacy of such as-builts for the Consultant's design. The Consultant shall bring to the City's attention any discrepancies in the as-builts that are discovered by the Consultant. The City makes no representations regarding any as-builts.

(8) Services shall be undertaken and completed in a sequence assuring expeditious completion. All services shall be rendered and deliverables submitted within **90** calendar days from the issuance of a Notice to Proceed for this part unless an extension of time is approved in writing by the Director. Re-submittals, as necessary to obtain the acceptance by the City, shall be submitted to the City within **15** calendar days from receipt of the City's comments unless an extension of time is approved in writing by the Director.

Part 2 - Design Development

(1) Based upon the accepted schematic design documents and the Construction Budget Estimate, including authorized revisions thereto, the Consultant shall prepare for review and acceptance by the City the design development documents consisting of drawings and other documents to fix and describe the size and character of the Project as necessary to show treatment of significant details. In addition, the Consultant shall provide outline specifications of the work as to kinds of materials, systems, and other such design elements as may be required. Such design development documents and specifications shall be subject to review and acceptance by the City.

(2) The Consultant shall submit a revised estimate of construction cost for review and acceptance by the City. The revised estimate shall include, but shall separately state, the cost of any add or deduct alternates, any work which may be let on a segregated bid basis, and any furnishings, equipment or fixtures which may be incorporated in or excluded from the general construction contract as may be necessary to stay within the Construction Budget Estimate, including authorized revisions thereto.

(3) In the event that the revised estimate of construction cost exceeds the preliminary estimate of construction cost previously accepted, excluding therefrom any add alternate, any work which may be let on a segregated bid basis and any furnishing, equipment or fixtures which was identified in Part One as that which may be excluded from the general construction contract, the City shall have the option of accepting or rejecting the revised estimate and the Consultant shall, at no additional cost to the City, make such design changes as may be necessary to reduce the revised estimate so that it shall not exceed the preliminary estimate of construction cost previously accepted by the City. The City shall not increase the scope of the Project except by modification of this Agreement which shall include an agreed upon increase in the Consultant's compensation.

(4) The Consultant shall make as many submittals as may be necessary or desirable to obtain the acceptance by the City and shall assist the City in applying for and obtaining from applicable public agencies any approval, permit, or waiver required by law, which assistance shall include, but not be limited to, making Project information available to the City.

(5) Services shall be undertaken and completed in a sequence assuring expeditious completion. All services shall be rendered and deliverables submitted within **75** calendar days from the issuance of a Notice to Proceed for this Part unless an extension of time is approved in writing by the Director. Re-submittals, as necessary to obtain the acceptance by the City, shall be submitted to the City within **15** calendar days from receipt of the City's comments unless an extension of time is approved in writing by the Director.

Part 3 - Construction Documents

After review and acceptance of the design development phase and issuance of a written Notice to Proceed with this Part Three:

(1) The Consultant shall prepare from the accepted design development documents, detailed plans and specifications setting forth the complete work to be done, and the materials, workmanship, finishes and equipment, fixtures, and site work required. The Consultant shall also prepare necessary bidding information, general and special conditions of the general construction contract, technical specifications of the general construction contract, and the bid proposal and general construction contract forms. Such documents shall be subject to the review and acceptance by the City. The Consultant shall cooperate with, assist, and be responsive to the City's Purchasing Manager in preparation of all documents including, without limitation, slip-sheeting final documents for printing when requested. The City's Standard Specifications must be used by the Consultant where possible. Final drawings shall be drawn, printed, or reproduced by a process providing a permanent record in black on vellum, tracing cloth, polyester base film, or high quality bond copy. Bid, general conditions, contract and bond document forms or formats regularly used by the City shall be used by the Consultant unless the Director determines they would be impractical for this Project. the Consultant shall be responsible for assuring that the special conditions, technical specifications and any other documents prepared by the Consultant are consistent

with any documents regularly used by the City that are used for this Project.

(2) Upon request of the City, the Consultant shall provide the calculations used to determine the general construction contract quantities and structural calculations for the purpose of obtaining any building permits.

(3) The Consultant shall make as many submittals as may be necessary or desirable to obtain the acceptance by the City and shall assist the City in applying for and obtaining from applicable public agencies any approval, permit, report, statement, or waiver required by law, which assistance shall include, but not be limited to, making Project information available to the City.

(4) The Consultant shall provide the City with sets of completed Plans and Specifications sets of completed specifications for review and final acceptance by the City. Should the plans and specifications as submitted by the Consultant not be accepted by the City, the Consultant shall revise the plans and specifications as needed to obtain final acceptance at no additional cost to the City.

(5) After acceptance of final corrections, if any, the Consultant shall provide the City with one set of accepted reproducible tracings and bid documents for the Project. In addition, the Consultant shall provide the City with one complete set of CAD/System disk files of drawings and complete disk files of specifications in the following format: **.dwg and PDF**.

(6) The Consultant shall submit a final estimate of construction cost for review and acceptance by the City. Such estimate shall be calculated as of the date all general construction contract documents are delivered to the City in final form ready for reproduction and advertising. Such estimate shall include, but shall separately state, the cost of any add or deduct alternates, any work which may be let on a segregated basis, and any equipment, or fixtures which may be incorporated in or excluded from the general construction contract.

(7) In the event that the final estimate of construction cost exceeds the revised estimate of construction cost previously accepted, excluding therefrom any add alternate, any work which may be let on a segregated bid basis and any furnishings, equipment or fixtures which was identified in the final revised estimate in Part Two as that which may be excluded from the general construction contract, the City shall have the option of accepting or rejecting the final estimate. If the City elects to reject the final estimate, the Consultant shall at no additional cost to the City, make such design changes as may be necessary to reduce the final estimate so that it shall not exceed the revised estimate of construction cost previously accepted by the City.

(8) Services shall be undertaken and completed in a sequence assuring expeditious completion. All services shall be rendered and deliverables submitted within **90** calendar days from the issuance of a Notice to Proceed for this part unless an extension of time is approved in writing by the Director. Re-submittals, as necessary to obtain the acceptance by the City, shall be submitted to the City

within **22** calendar days from receipt of the City's comments unless an extension of time is approved in writing by the Director.

Part 4 - Bidding Phase

After review and acceptance of the construction document phase, the City's decision to proceed to bid shall constitute a written Notice to Proceed with this Part Four:

(1) The Consultant shall assist the City in obtaining bids. The Consultant shall not communicate with potential bidders regarding this Project without the express prior written authorization of the City's Purchasing Manager.

(2) The Consultant shall, within seven calendar days of any request by the City, expeditiously draft and promptly provide addendum as determined by the City to be reasonable or necessary for the bidding process.

(3) If the lowest responsible bid received for the general construction contract exceeds by 10% or more the final estimate of construction cost previously accepted by the City, excluding therefrom any add alternate, any work which may be let on a segregated bid basis and any furnishings, equipment or fixtures which are excluded from the general construction contract, the Consultant shall, within fourteen calendar days of any request by the City, revise the plans and specifications as may be necessary to stay within 10% of such final estimate of construction cost, at no additional cost to the City provided such bid is received within 180 calendar days after completion of services in Section 1(c) of this Agreement. The Consultant shall also submit such revised plans and specifications, together with a new final estimate of construction cost, to the City for review and acceptance. This procedure, using the latest accepted final estimate of construction cost, shall, upon written notice to the Consultant from the Director, be repeated until an acceptable bid is received that does not exceed the accepted final estimate of construction cost by more than 10%.

Part 5 - Construction Phase and General Construction Contract Administration

The construction phase will begin with the award of the general construction contract, which shall constitute a written Notice to Proceed with this Part Five and will terminate when a Notice of Completion is filed. Upon award of a general construction contract for the Project and under the direction of the Director through the City's designated Construction Manager for the Project:

(1) The Consultant shall attend the pre-construction conference and, if called upon by the City, act on the City's behalf in discussing the various aspects of the construction phase.

(2) The Consultant shall review and recommend in writing to the City acceptance or non-acceptance of shop drawings, equipment and material submittals of the general construction contractor as required by the general construction contract and applicable laws and regulations in a timely manner. The period for the Consultant review shall be as specified in the general construction

contract, except if such period is not so specified, the period shall be as determined in the pre-construction conference as mutually agreed upon by the City, the Consultant and the general construction contractor.

(3) The Consultant shall, at intervals appropriate to the state of construction, familiarize itself with the progress and quality of the work and determine in general if the work is proceeding in accordance with the general construction contract documents, and keep the City informed of the progress of the work. In the event that the Consultant's visit to the site results in the discovery of any defect or deficiencies in the work of the general construction contractor, the Consultant shall immediately advise the City and document, in writing, the work the Consultant deems substandard, and make recommendations where appropriate to reject any work not conforming to the intended design or specifications. Based on the Consultant's best knowledge, information, and belief, the Consultant shall provide the City a general written assurance that the work covered by a payment application meets the standards in the general construction contract. As to technical aspects, the Consultant shall provide a written judgment of the acceptability of the work for payment applications and final acceptance, subject to the City's right to overrule the Consultant.

(4) Upon written request by the City, the Consultant shall render interpretations of the general construction contract documents necessary for the proper execution or progress of the work.

(5) Upon written request by the City, the Consultant shall render written recommendations on change orders, claims, disputes, or other questions arising out of the general construction contract, in a timely manner. Recommendations by the Consultant in favor of a change order that is consequently accepted by the City shall constitute approval by the Consultant who shall then approve the change order in writing. The Consultant shall not unreasonably withhold written approval in the event the City accepts a change order that the Consultant recommended to be rejected. In the event of any technical disputes, the Consultant shall provide the City with the Consultant's written interpretation of the contract documents. The period for the Consultant review shall be as specified in the general construction contract, except if such period is not so specified, the period shall be as determined in the pre-construction conference as mutually agreed upon by the City, the Consultant and the general construction contractor. If the City, the Consultant, and the respective general construction contractor are unable to mutually agree on such period for the Consultant review, then the City will make the determination and that determination will be final.

(6) Upon written request by the City, the Consultant shall provide such design and specification services as may be requested by the City to implement change orders necessary for clarification or interpretation of the general construction contract documents or which may have resulted from errors or omissions by the Consultant.

(7) Where change orders arise as a result of an increase in the scope of work or are due to unforeseeable conditions, the parties may modify this

Agreement which modification shall include an agreed upon increase in the Consultant's compensation.

(8) Upon written request of the City, the Consultant shall assist the City in the preparation of Progress Payment Estimates and other related construction reports.

(9) The Consultant shall provide the City with two sets of original as-grade plans wet-stamped and signed by the Consultant's Engineer of Record for the Project submitted for final approval by the City's Building and Safety Services Division of the Development and Resource Management Department on all projects located outside the Right of Way.

(10) the Consultant shall prepare Record Drawings by updating the accepted general construction documents in Part Three to reflect all changes or deviations that occurred during construction as reflected on or from each of the following: (i) the general construction contractor provided red-lined plans, (ii) those furnished by the City, (iii) the Consultant provided Request for Information responses, and (iv) any the Consultant bulletins, amendments or clarifications. The Consultant shall provide the City with one set of electronic Record Drawings for the Project within 15 calendar days from receipt of red-lined field markups unless an extension of time is approved in writing by the Director. Re-submittals, as necessary to obtain the acceptance by the City, shall be submitted to the City within **10** calendar days from receipt of the City comments unless an extension of time is approved in writing by the Director. In addition, the Consultant shall provide the City with one complete set of CAD/System disk files of Record Drawings in the following format: **.dwg and PDF**.

The City's responsibilities. The City will:

(a) Provide, upon request and cooperation of the Consultant, access to, and make all provisions necessary to, enter upon public or private lands as required for the Consultant to perform such services and inspections as are required in development of the Project; provided, however, if the City is unable to obtain access to enter upon public or private lands, the Consultant shall not be relieved from performing its services as to those public and private lands that are accessible. If the Consultant notifies the City that a topographic survey is required by the Consultant in connection with the consulting services, then the City will be responsible for conducting the topographic survey.

(b) Manage and be responsible for all negotiations with owners in connection with land or easement acquisition and provide all required title reports and appraisals.

(c) With the exception of preparing correspondence required for design, hold all required special meetings, serve all public and private notices, receive and act upon all protests, and perform all services customarily performed by owners as are necessary for the orderly progress of the work and the successful completion of the Project, and pay all costs incidental thereto.

(d) Select the testing laboratory and pay the cost of borings, samplings, and other work involved in soils testing during construction.

(e) Conduct onsite inspection during construction to check quality and quantity of work as conditions warrant and be responsible for assuring that the general construction contractor carries out all construction work in accordance with the plans and specifications. However, this does not release the Consultant from its responsibility to make periodic site visits under Section 1(e) for the purpose of observing the work to determine its general conformity with the plans and specifications and reporting its findings to the City.

(f) Prepare all change orders during construction in cooperation with the Consultant.

(g) Prepare all Progress Payment Estimates in cooperation with the Consultant following its general assurance that the work covered by a payment application meets the standards in the general construction contract documents based upon the Consultant's best knowledge, information, and belief.

(h) Pay, or cause to be paid, plan check fees, conditional use permit fees, and site plan review fees.

(i) Arrange for and pay, or cause to be paid, any fees associated with Environmental Impact Reports or Statements.

(j) Give reasonably prompt consideration to all matters submitted by the Consultant for acceptance to the end that there will be no substantial delays in the Consultant's program of work. For an acceptance, approval, authorization, a request or any direction to the Consultant to be binding upon the City under the terms of this Agreement, such acceptance, approval, authorization, request or direction must be in writing, duly authorized by the City and signed on behalf of the City by the Director.