FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of _____ 2024, amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and AECOM Technical Services, Inc. (Consultant).

RECITALS

WHEREAS, City and Consultant entered into an Agreement dated April 12, 2021, for professional engineering services for the design of plans and general construction contract documents for BNSF Blackstone McKinley Grade Separation Project (Agreement); and

WHEREAS, City and Consultant now desire to enter into this First Amendment to modify the scope of work therein by requiring additional services in the amount of $1,185,261.00 for a total increased contract amount of $7,669,047.23, with $325,000.00 remaining contingency; and

WHEREAS, with entry into this Agreement, the Contractor agrees it has no claim, demand, or dispute against the City.

AGREEMENT

NOW, THEREFORE, the parties agree that the Agreement be amended as follows:

1. The recitals of this Amendment are incorporated and made a part of the Agreement.

2. Consultant shall provide additional services as described in **Attachment A**, attached hereto and incorporated herein by reference. Such additional services shall be completed per the Agreement dated April 12, 2021, following execution of this Amendment by both parties.

3. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this First Amendment shall be a total fee of $1,185,261.00.

4. 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.

5. Except as otherwise provided herein, the Agreement entered into by City and Consultant, dated April 12, 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.
Director
Capital Projects Department

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____ 10/10/24
Christine C. Charitar Date
Deputy City Attorney

Addresses:
CITY:
City of Fresno
Attention: Austin Bain, P.E.
747 R Street, 2nd Floor
Fresno, CA. 93721-3623
Telephone No. (559) 621-8670

AECOM Technical Services, Inc.

By: _____

Name: Howard E. Michael, P.E.

Title: Associate Vice President
(If corporation or LLC, Board Chair, Pres. Or Vice Pres.)

By: _____

Name: Armond Tatevossian

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

REVIEWED BY:

Austin Bain, P.E.
Licensed Professional Engineer
Capital Projects Department

CONSULTANT:
AECOM Technical Services Inc.
Attention: Howard Michael, P.E.
Project Manager
2020 L Street, Suite 400
Sacramento CA 95811
Phone: 916-414-5800
FAX: 916-414-5850

Attachment: Attachment A

Attachment A

ADDITIONAL SCOPE OF SERVICES
Consultant Service First Amendment to Agreement between City of Fresno (City) and AECOM Technical Services, Inc., (Consultant)

BNSF Blackstone McKinley Grade Separation Project

Additional Scope of Services includes, but is not limited to:

Additional Scope of Services

Project Management / Project Coordination
Project Management efforts in support of the additional services. This includes typical project management, invoicing, progress reports, budget management, meetings, and quality control.

Detoured Roadways
Development of alternatives for roadway staged construction. This includes development of realignments for McKinley and Blackstone Avenues temporarily as a form of staging construction and rerouting traffic around the primary activities of grade separation construction to reduce the duration of construction and pose less risk by avoiding greater commingling of construction with public traffic circulation. The additional effort for the detoured roadways was not part of the original scope. The detoured roadways will be incorporated into the design.

BNSF Coordination
Consultant will perform the necessary coordination with BNSF during the development of this project. This includes schedule meetings, prepare meeting agendas, conduct meetings, and produce draft and final meeting notes. Consultant will coordinate all design submittal reviews with BNSF and maintain a submittal and design/RFI log.

3D Visual Simulation (Used for Renderings)
This includes preparation of one three 3D visual simulation model and three versions of rendering exhibits for: the City of Fresno press conference, updates for the first community meeting, and updated again for the second community meeting.

Hydraulic Modeling
During design and in coordination with Fresno Municipal Flood Control District (FMFCD), it was requested that Consultant perform the Storm Drain System Modeling for the project. Consultant to complete hydraulic model and coordinate reviews/acceptance with FMFCD.

Drainage System Temporary Relocation
During the development of the project, the City has requested to temporarily realign McKinley and Blackstone Avenues, which provide the opportunity to relocate the storm

drain temporarily within the limits of the detoured roadway, and to design this system to be competitively bid as opposed to leaving the system to the discretion of the contractor.

Drainage System Permanent Inverted Syphon
In coordination with FMFCD, it was determined that a permanent inverted siphon depressed along Blackstone Avenue was the appropriate solution to avoid the volume of flow to a sump and pump station to reduce the size and cost of constructing and maintaining a sump and pump station for a much larger flow. The analysis and design of this siphon is in addition to the drainage system that is still required along McKinley and Blackstone Avenues to drain the depressed roadway to a smaller sump and smaller pump station.

Drainage System on Clinton Avenue
During the coordination with FMFCD, they requested the City and Consultant to design the addition of approximately 870 linear feet of 30-inch storm drainpipe along Clinton Avenue from Blackstone Avenue to North Glenn Avenue would divert stormwater around the grade separation site which would result in less requirements to either pump this flow or design for the additional flow in an inverted siphon system.

Sewer System Temporary Relocation
During the development of the project, it was decided to temporarily realign McKinley and Blackstone Avenues, which provided the opportunity to relocate the sewer temporarily within the limits of the detoured roadway, and to design this system to be competitively bid as opposed to leaving the system to the discretion of the contractor.

Added Water Distribution Pipelines
The original scope of work included 4,630 linear feet of grid water mains. During the development of this project, the City's Department of Public Utilities (DPU) has requested that other links be designed to increase the distribution reliability resulting in 5,380 linear feet of water mains. Additional review of the grid water main system relative to the construction of the depressed roadways suggests that an additional 970 linear feet of water main should be included as the project will impact additional lengths of pipe and to further connect the proposed pipe to existing piping for better water circulation.

Depressed Lots Study
During the development of the project, it was considered depressing the three corner lots at the intersection of Blackstone and McKinley Avenues to allow for a more accessible future development. This includes preparing rough draft 3D earthwork models.

Second Underpass Bridge
The original scope of work included the design of an underpass (UP) on the mainline tracks for Blackstone and McKinley Avenues. As the project developed, BNSF required a second UP on the shoofly alignment for future use with a second permanent track. Consequently, this request is for the additional work involved to provide designs of two complete UP's on both roads.

Compensation

The following table provides a breakdown of the existing compensation budget for each Task Order, along with the corresponding proposed increases.

TASK ORDER NO.	TASK DESCRIPTON	ORIGINAL TASK ORDER BUDGET	ADDITIONAL BUDGET REQUESTED	AMENDED TASK ORDER BUDGET
P1	PROJECT PRELIM STUDIES, REPORTS, & CONCEPTUAL DESIGN, DESIGN DECISION DOCUMENT **(Draft Design Decision Document)**	$1,450,158.52	$63,486.00	$1,513,644.52
U1	75% UTILITY PS&E PREP, SUBMITTAL & ACCEPTANCE **(75% Utility Relocation PS&E)**	$274,297.56	$0.00	$274,297.56
GS1	30% GS PS&E PREP, SUBMITTAL & ACCEPTANCE **(30% Grade Separation Plans)**	$698,673.81	$185,035.00	$883,708.81
U2	FINAL UTILITY PS&E SUBMITTAL & ACCEPTANCE **(Final Utility Relocation PS&E)**	$155,079.65	$42,551.00	$197,630.65
GS2	60% GS PS&E PREP, SUBMITTAL & ACCEPTANCE **(60% Grade Separation PS&E)**	$1,757,737.16	$644,189.00	$2,401,926.16
U3	UTILITY RELOCATION BIDDING, CONSTRUCTION SUPPORT, and CLOSEOUT **(RFI's, Contractor Submittals, Addendum)**	$202,126.90	$0.00	$202,126.90
GS3	90% GS PS&E PREP, SUBMITTAL & ACCEPTANCE **(90% Grade Separation PS&E)**	$1,140,769.97	$173,000.00	$1,313,769.97
GS4	FINAL PS&E PREP, SUBMITTAL & ACCEPTANCE **(Final Grade Separation PS&E)**	$342,761.86	$73,000.00	$415,761.86
GS5	GS BIDDING, CONSTRUCTION SUPPORT, RECORD DRAWINGS, and PROJECT CLOSEOUT **(RFI's, Contractor Submittals, Addendum)**	$462,180.81	$4,000.00	$466,180.81
	Totals:	**$6,483,786.24**	**$1,185,261.00**	**$7,669,047.24**