

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of _____ 2026, 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, the City and the Consultant entered into a First Amendment on November 7, 2024, to modify the scope of work and provide additional services; and

WHEREAS, City and Consultant now desire to enter into this Second Amendment to modify the scope of work therein by requiring additional services in the amount of \$2,392,831.00 for a total increased contract amount of \$10,061,878.23 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 Second Amendment shall be a total fee of \$2,392,831.00.
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 and First Amendment, dated November 7, 2024, 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

AECOM Technical Services, Inc.

By: Mark Aikawa

By: _____
DENIX D. ANBIAH, P.E.
Director

Name: Mark Aikawa

Title: Vice President

Capital Projects Department

(If corporation or LLC, Board Chair, Pres.
Or Vice Pres.)

ATTEST:
AMY K. ALLER,
Interim City Clerk

By: Bryan Rash

Name: Bryan Rash

By: _____
Deputy

Title: Assistant Secretary

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

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

REVIEWED BY:

Adam B Lee

Adam Lee, P.E.
Licensed Professional Engineer
Capital Projects Department

By: Christine Charitar 3/25/26
Christine C. Charitar Date
Deputy City Attorney

Addresses:
CITY:
City of Fresno
Attention: Adam Lee, P.E.
747 R Street, 2nd Floor
Fresno, CA. 93721-3623
Telephone No. (559) 621-8880

CONSULTANT:
AECOM Technical Services Inc.
Attention: Greg Hefter
Project Manager
999 Town & Country Rd.
Orange, CA. 92868
Phone: 949-285-6198

Attachment: Attachment A

All AECOM Technical Services, Inc. (“ATS or Company”) officers in the United States with Board of Directors approved corporate titles of Senior Vice President or above (“Officers”), as well as the individuals listed below (Authorized Signatories”), are the only staff authorized under the bylaws of ATS to execute any document that is enforceable against ATS and/or AECOM. **Further, Signature Authority must in all cases conform to the AECOM Approval Matrix.**

The ATS Authorized Signatories listed below have been authorized by the ATS Board of Directors to execute or otherwise bind the Company, exclusively within the boundaries of the noted Regions and Business Lines. Authority to sign on behalf of ATS, is personal to the individual so authorized; ATS does not permit individuals so authorized to delegate their authority. Signature Authority must in all cases conform to the AECOM Approval Matrix, as applicable.

Pursuant to **AECOM policy R2[FBS]-001-PL010** - Signing Authority Policy - U.S. Federal, all documents that commit an AECOM operating entity to a contract issued by a USG department or agency shall be signed by an authorized Contract Director Manager or Contract Manager Administrator within the AECOM FBS organization. These personnel shall only sign such documents after the cognizant operations leadership has reviewed and approved the document for execution on behalf of an AECOM operating entity. Contracts Managers are responsible for establishing review and approval processes with their cognizant operational leadership. Documents subject to this Policy include all USG-issued solicitation, offer and award documents (e.g., SF33s), prime contracts, subcontracts, (sub)contract modifications, or any other document committing AECOM to the USG or to another party such as a federal prime contractor or AECOM subcontractor.

AECOM Technical Services, Inc. – Signatory List

Effective February 20, 2026

Last Name	First Name	Region	Business Line
Abbe	Matthew	West	Water
AbiDargham	Antoine	East	Transportation
Abs	Michael	Americas Support	Geography OH
Acemyan	Alexandre	West	Buildings & Places
Adams	Michael	West	Environment
Adams	Robert	East	Water
Adilman	Aaron	East	Buildings & Places
A'Hara	Allan	Global Business Lines	Transportation
Aikawa	Mark	West	Transportation
Alberg	Jonathan	West	Environment
Albert	Wahid	East	Transportation
Albrecht	John	East	Water
Alfonso Perez	Maria	West	Transportation
Alkhatib	Mohamad	East	Water
Allison	DJ	West	Environment
Allwarden	Joseph	East	Transportation
Al-Qadi	Dana	East	Environment
Amoriello	Jeffrey	East	Transportation
Anthony	Osborne	East	Buildings & Places
Arkin	Yoav	East	Transportation
Arvidson	Michael	West	Environment
Ascolillo	Fran	West	Buildings & Places
Attalla	Mourad	West	Water
Atter	Steven	East	Environment

Signing Authority Policy - U.S. Federal

R2[FBS]-001-PL010

1. Purpose and Scope

This Policy requires all contract documents related to a contract with a department or agency of the U.S. Federal Government (USG) be signed by a Contracts Manager within the AECOM Federal Business Services (FBS) organization to ensure full understanding and compliance with such contracts.

This policy applies to:

- a. all legal entities within the AECOM family of operating companies, including all subsidiaries and affiliated entities thereof,¹ and
- b. all joint ventures, whether in the form of a separate legal entity (such as a limited liability company) or a contractual joint venture, for which an AECOM operating company maintains a controlling interest and/or is the managing member.

¹ Examples include, without limitation, AECOM Technical Services, Inc.; AECOM Services, Inc.; AECOM USA, Inc.; and URS Group, Inc.

2. Policy

All documents that commit an AECOM operating entity to a contract issued by a USG department or agency shall be signed by an authorized Contracts Manager within the AECOM FBS organization. These trained professional contracts staff shall only sign such documents after the cognizant operations leadership has reviewed the document to identify any compliance or risk issues and, after such review, approved the document for execution on behalf of an AECOM operating entity. Contracts Managers are responsible for establishing review and approval processes with their cognizant operational leadership.

Documents subject to this Policy include all USG-issued solicitation, offer and award documents, including but not limited to, SF33s, SF330s, prime contracts and associated modifications, subcontracts (where AECOM is a subcontractor on a USG prime contract) and associated modifications, Certificates of Current Cost or Pricing Data, or any other document committing AECOM to the USG directly or via another party such as a federal prime contractor.

Non-disclosure agreements (NDAs), teaming agreements (TAs), and joint venture agreements (JVAs) do not need to be signed by a Contracts Manager, but any NDA, TA, or JVA must be reviewed by the Contracts Manager before the document is executed by anyone on behalf of an AECOM operating entity. This allows the Contracts Manager to ensure that contractual documents executed with the USG are consistent with the terms of any associated NDAs, TAs or JVAs.

AECOM Operating Groups or Business Units/Regions may institute unit-specific guidance if it does not conflict with this Policy. The FBS organization will maintain a repository of master contracts and procurement signature authority matrix(s) detailing the levels of signature authority for the Operating Groups or Business Units/Regions.

3. Responsibilities

The Presidents of the AECOM Operating Groups and leaders of Business Units and Regions shall ensure their direct reports comply with this Policy. The EVP FBS shall be responsible for maintaining this Policy.

4. References

- a. [AECOM Approval Matrix Dashboard](#)

5. Change Log

Rev #	Change Date	Description of Change	Location of Change
0	28-Mar-2019	Initial release as R2[FBS]-001-PL010	
1	1-Apr-2021	General review; clarified applicability; removal of references.	Section 1, 2, 4
2	19-Nov-2021	Update of second paragraph under Policy with specifics	Section 2
3	12-Sep-2022	Update of third paragraph under Policy with more clarification of JV procedures	Section 2
4	4-Dec-2023	Updated reference link for Enterprise Approval Matrix – AECOM Global to the new “AECOM Approval Matrix Dashboard”	Section 4

SECRETARY’S CERTIFICATE

**AECOM TECHNICAL SERVICES, INC.
a California corporation**

I, Armond Tatevossian, DO HEREBY CERTIFY that I am the duly elected and acting Secretary of AECOM Technical Services, Inc., a corporation organized under the laws of the State of California (the “ATS”), and the keeper of its records and corporate seal.

I FURTHER CERTIFY that ATS’s full legal address is c/o CT Corporation System, 818 West 7th Street, Los Angeles, CA 90017-0000 and that the principal place of business is 300 South Grand Avenue, 9th Floor, Los Angeles, California 90071.

I FURTHER CERTIFY that the person named below presently holds the office in the Corporation set forth opposite such person’s name, and that the person has the authority to execute documents on behalf of the company.

<u>NAME</u>	<u>OFFICE</u>	<u>APPOINTMENT DATE</u>
Bryan Rash	Assistant Secretary	02/13/2023

IN WITNESS WHEREOF, I have subscribed my name and affixed the seal of the Corporation, this 12th day of March, 2026


Armond Tatevossian
Secretary



Attachment A

ADDITIONAL SCOPE OF SERVICES

Consultant Service Second Amendment to Agreement between City of Fresno (City)
and AECOM Technical Services, Inc., (Consultant)

BNSF Blackstone McKinley Grade Separation Project

Updates to Project Team Key Positions

- AECOM
 - Principal in Charge: Mark Aikawa, PE
 - Project Manager: Greg Hefter, PE
 - Engineer of Record: Vanessa Doctolero, PE
 - Utility Coordinator: TBD – AECOM to propose suitable replacement for City of Fresno evaluation and approval.
 - Railroad Coordinator and Rail Engineer of Record: TBD – AECOM to propose suitable replacement for City of Fresno evaluation and approval.
- City of Fresno
 - Director: Denix Anbiah, PE
 - Assistant Director: Scott Sehm, PE
 - Project Manager: Adam Lee, PE

Note: City/Consultant to inform each other within 5 business days of changes in personnel to the Key Positions listed above.

Revised Construction Budget

CONSULTANT shall provide a preliminary evaluation of the Project taking into consideration CITY'S estimate of the cost of construction ("Construction Budget") of One Hundred Seven Million, Five Hundred Thousand Dollars (\$107,500,000.00), including alternative approaches to design and construction of the Project. This Construction Cost includes 4.2% escalation, 3.5% mobilization and 10% contingency.

CONSULTANT shall submit a preliminary estimate of construction cost for review and acceptance by CITY. As used herein, "construction cost" means the cost of construction under the general construction contract and does not include CONSULTANT'S compensation as herein provided. 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.

AECOM agrees that the final design will be within this established construction budget including applicable escalation. If the final design is not within this established construction budget, AECOM will complete all required value engineering analysis at no cost to the City within 7 calendar days and will provide

a comprehensive analysis of all viable alternatives to get the project back with the established construction budget to the City for consideration. Any re-design required will be at no cost to the City and all re-designs shall be completed within 14 calendar days of the City's Notice to Proceed. Paragraph 1(t) of the Agreement remains in full force and effect:

(t) 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 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, CONSULTANT shall, within 14 calendar days or as otherwise mutually agreed of any request by 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 CITY provided such bid is received within 180 calendar days after completion of services in this Agreement. CONSULTANT shall also submit such revised plans and specifications, together with a new final estimate of construction cost, to CITY Design Services for review and acceptance. This procedure, using the latest accepted final estimate of construction cost, shall, upon written notice to 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%.

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

Additional Scope of Services

Update of Project Files

Consultant will provide all project files including working files to the City in a format acceptable to the City as a first order of work.

Additional Water Main

Consultant will provide additional services to design a segment of 16-inch water main in the Home Avenue Alignment between Blackstone Avenue and the Home Avenue cul-de-sac to complete a water main loop closure. Consultant will make all required updates to the project design and construction documents as a result of this additional segment of water main. Consultant design to include casing where directed and or required. Consultant shall coordinate with BNSF to obtain approval of proposed water main.

Bike and Pedestrian Curb Ramp Updates

Update the bike and pedestrian curb ramps on all four corners at the intersection of Blackstone Avenue and McKinley Avenue. Includes addressing all City comments including but not limited to making flair lines straight to be colinear. Consultant will make all required updates to the project design and construction documents as a result of this update.

Coordination with Adjacent Projects

Consultant will update design and construction documents to reflect City of Fresno Smart

Mobility Projects (PW01023 Smart Mobility SR180 to Pine and PW00956 Blackstone McKinley to Shields Smart Mobility) as the existing conditions to the north and the south of the project. Consultant will include improvements north of Floradora Avenue in the design of this project, including but not limited to all curb ramps, sidewalk improvements, median improvements, and pavement improvements. Consultant will make all required updates to the project design and construction documents as a result of this update.

Sewer Main Updates

Design a permanent gravity sewer main from Blackstone Ave. then along Peralta Ave., Effie Ave., and Home Ave. and under BNSF railroad right of way to reconnect back in Blackstone Ave. Consultant will make all required updates to the project design and construction documents as a result of this sewer main update. Consultant design to include casing where directed and or required. Consultant shall coordinate with BNSF to obtain approval of proposed sewer main. Consultant shall design the sewer main to be compliant with the latest City of Fresno Department of Public Utilities minimum slopes.

Right-of-Way Coordination

Consultant will provide updated right-of-way (ROW) mapping as both PDF and CAD files. Updates shall take into account value engineering updates and discussions with property owners. Consultant shall prepare exhibits demonstrating impacts to all parcels identified as a partial acquisition as a result of proposed design. Consultant shall also show parcel impacts in the design and construction documents including but not limited to, access impacts, striping/re-striping to be completed, vehicular and pedestrian conform areas, retaining walls, concrete sidewalks, paving improvements, fencing, etc. This item includes updating driveways as directed by City including but not limited to potentially removing improvements behind back of walk and installing temporary barricades per City Standards, relocating/modifying driveway at 1744 Blackstone Avenue per coordination with property owner for three openings of various widths along Blackstone Avenue, relocating/modifying/adding driveway to storm drain pump station site and storm drain pump station electrical site. Consultant will make all required updates to the project design and construction documents as a result of this ROW coordination.

Survey Mapping

Complete all necessary steps for incorporation of City provided survey data into the project design. City survey team will provide raw survey data as needed for the project for incorporation into the project design.

Project Management

Project Management efforts in support of additional services. Tasks will include coordination meetings, Project Development Team (PDT) meetings, utility coordination meetings, continued utility and stakeholder coordination, scheduling of project staff, review of work prepared by staff and sub-consultants, coordination of new design work with staff and sub-consultants, invoicing, and monitoring the project schedule and budget.

Retaining Wall

Make updates to retaining walls RW-01, RW-02, RW-03, RW-04, RW-05, RW-07, RW-

08, RW-09, RW-10A, RW-10E, RW-11, and RW-15 consistent with the value engineering analysis. This item includes all earthwork, roadway, and other associated changes as a result of the retaining wall updates. Includes technical memorandum summarizing viable wall types for each wall and costs associated with each type and impacts to right-of-way for consideration. Consultant will make all required updates to the project design and construction documents as a result of these retaining wall updates.

Slope Paving Aesthetic Treatment

In conjunction with the value engineering analysis of the Retaining Walls. At the locations revised to include concrete slope paving in place of retaining walls, the Consultant design is to include the aesthetic treatment of the slopes. The preferred treatment should be similar to the new SR-132 improvements in Modesto (See SR-132 to the east of N Carpenter Rd).

Roadway Improvement Updates

Remove the bus stops at the intersection of Blackstone Avenue and McKinley Avenue. Includes coordination with the City for the resulting open space. Includes verifying turning geometry. Remove and/or decrease limits of Class IV protected cycle track on McKinley Avenue. Consultant will make all required updates to the project design and construction documents as a result of these roadway improvement updates.

McKinley Detour Updates

Remove the currently planned McKinley Avenue detour west of the currently planned Blackstone Avenue detour. All changes/updates to the right-of-way as a result of this change are included in this amendment. Consultant will make all required updates to the project design and construction documents as a result of this detour update.

Storm Drain Lift Station Updates

Update the storm drain lift station to address City comments including but not limited to including a redundant pump, generator connection point, providing means for maintenance (including custom design for solids removal if depth makes vacuuming not possible), retention and analysis. Relocate the storm drain lift station in closer proximity to the intersection and update the drainage system accordingly. Place generator connection point and electrical panel and equipment outside above the intersection in order to be accessible in a flood event. Coordinate with the City to analyze up to three alternatives for the system electrical panel and generator connection point for constructability, costs, and maintenance considerations. Complete exhibits and a technical memorandum for each location addressing constructability, costs, and maintenance considerations for City review. Consultant will make all required updates to the project design and construction documents as a result of this storm drain lift station update.

ADA Certified Access Specialist (CAsp) Review and Approval

Provide a CAsp complete design review and formal approval of the project design as it relates to the Americans with Disabilities Act.

Potholing

Provide all required potholing for completion of project design. All utilities within the project limits and scope will be positively identified with this item and pothole data to be incorporated into the project plans.

Credit for Training Staff

Consultant trained staff during the course of the project design development. The Consultant is responsible for providing professional and qualified staff and the City is not responsible for training consultant staff.

Existing Improvement Demolition - OPTIONAL (\$39,690)

Develop lot demolition plans and address any environmental requirements in the project specifications. Incorporate existing improvement demolitions into the design and construction documents. Non-optional and included in existing scope is to accurately show on the plans what the existing condition will be at the time of construction including utility stub-outs, lot conditions, known obstructions, etc.

Fiberoptic Facilities Shoofly – OPTIONAL (\$59,156)

Update fiber-optic shoofly to include an underground permanent shoofly facility around the project site. Current scope includes an overhead fiberoptic shoofly design so this item will only be utilized if City opts for underground fiberoptic shoofly and needs design consultant to design it.

Additional Renderings and Video – OPTIONAL (\$35,000)

Generate a new rendering video demonstrating accurate right-of-way information, improvement information, and staging information. Video shall include all major details for each stage including but not limited to detour areas, parcel access areas, business access points, excavation areas, utility removals and installations (including each segment of the new RTM and the removal of the existing), temporary shoring, retaining walls, roadway improvements, aesthetics, etc. Produce up to three aesthetic rendering alternatives that account for updated improvements after value engineering and align with the project budget.

Railroad Improvement Updates – OPTIONAL (\$24,276 + \$462,226)

Removal of second railroad underpass for both crossings in it's entirety or the superstructure. Revising concrete ties to wood ties, shortening the shoofly and realigning the shoofly, and maintaining the existing intermediate signal. Consultant will make all required updates to the project design and construction documents as a result of these railroad improvement updates.

Regional Transmission Main (RTM) Add Alternatives – OPTIONAL (\$181,175)

Re-aligning RTM and/or developing alternative for RTM to be jack and bored in advance of work on existing alignment. Develop technical memorandum for jack and boring on existing alignment addressing constructability, costs, and other impacts. Verify any updates to the RTM are viable considering all other utilities that could be a potential

impact.

Compensation

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

Note: Any outstanding balances shall be paid from the updated task budget and no additional compensation will be granted.

TASK ORDER NO.	TASK DESCRIPTION	ORIGINAL TASK ORDER BUDGET	ADDITIONAL AMENDMENT NO. 1 BUDGET	ADDITIONAL AMENDMENT REQUESTED BUDGET	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	\$202,126.90	\$0.00		\$202,126.90

	RELOCATION BIDDING, CONSTRUCTION SUPPORT, and CLOSEOUT (RFI's, Contractor Submittals, Addendum)				
GS2.1	75% GS PS&E PREP, SUBMITTAL & ACCEPTANCE (75% Grade Separation PS&E)	\$0.00	\$0.00	\$648,685.00	\$648,685.00
GS3	90% GS PS&E PREP, SUBMITTAL & ACCEPTANCE (90% Grade Separation PS&E)	\$1,140,769.97	\$173,000.00	\$1,152,581.00	\$1,313,769.97 + \$1,152,581.00
GS4	FINAL PS&E PREP, SUBMITTAL & ACCEPTANCE (Final Grade Separation PS&E)	\$342,761.86	\$73,000.00	\$421,000.00	\$415,761.86 + \$421,000.00
GS5	GS BIDDING, CONSTRUCTION SUPPORT, RECORD DRAWINGS, and PROJECT CLOSEOUT (RFI's, Contractor Submittals, Addendum)	\$462,180.81	\$4,000.00	\$170,565.00	\$466,180.80 + \$170,565.00
	Totals:	\$6,483,786.24	\$1,185,261.00	\$2,392, 831.00	\$10,061,878.23

Revised Schedule of Deliverables

TASK ORDER NO.	TASK DESCRIPTION	DURATION (Calendar Days from NTP)	RESUBMITTAL (Calendar Days)
GS2.1	75% GS PS&E PREP, SUBMITTAL & ACCEPTANCE (75% Grade	30	14

	Separation PS&E)		
GS3	90% GS PS&E PREP, SUBMITTAL & ACCEPTANCE (90% Grade Separation PS&E)	60	14
GS4	FINAL PS&E PREP, SUBMITTAL & ACCEPTANCE (Final Grade Separation PS&E)	60	14

Note: Any technical memorandums are to be completed and submitted to the City within 14 calendar days of the NTP.