

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ___ day of February 2023, amends the Agreement entered into between the City of Fresno, a California municipal corporation (City), and UltraSystems Environmental Inc., a California Corporation (Consultant).

RECITALS

WHEREAS, the City and the Consultant entered into an Agreement, dated September 8, 2021, for professional environmental services for technical studies and memoranda for McKinley Avenue Widening between Marks Avenue to Hughes Avenue, (Agreement); and

WHEREAS, on September 7, 2022, the City and the Consultant executed a First Amendment to the Agreement, extending the time for performance to September 30, 2023; and

WHEREAS, the Consultant has completed a portion of the professional engineering services identified in the Agreement;

WHEREAS, during the initial environmental investigations and studies, additional studies and reporting were identified which are required to comply with NEPA guidelines; and

WHEREAS, the City and Consultant now desire to modify the scope of work and increase the compensation, therein, to address these required studies and reporting.

AGREEMENT

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

1. Consultant shall provide additional services as described in **Attachment A**, attached hereto and incorporated herein by reference. Such additional services shall be completed within 120 days following execution of this Amendment by both parties.

2. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of \$32,716.

3. 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 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 Second Amendment, shall be null and void.

4. Except as otherwise provided herein, the Agreement entered into by City and Consultant, dated September 8, 2021, remains in full force and effect.

[Signatures follow on the next page.]

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

City of Fresno,
a California municipal corporation

UltraSystems Environmental Inc.,
a California Corporation

By: _____
Randall W. Morrison, P.E.,
Assistant Director
Public Works Department

By: Betsy A. Lindsay
Name: Betsy A. Lindsay
Title: President
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

ATTEST:
TODD STERMER, CMC
City Clerk

By: Betsy A. Lindsay
Name: Betsy A. Lindsay
Title: Secretary
(If corporation or LLC., CFO Treasurer,
Secretary or Assistant Secretary)

By: _____
Deputy

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

REVIEWED BY:
Brandon Chacon
Brandon Chacon
Projects Administrator
Public Works Department

By: Jennifer M. Quintanilla 11/18/23
Jennifer M. Quintanilla Date
Senior Deputy City Attorney

Addresses:
CITY:
City of Fresno
Attention: Brandon Chacon
2600 Fresno Street, 4th Floor
Fresno, CA. 93721-3623
Telephone No. (559) 621-8713
FAX. N/A

CONSULTANT:
UltraSystems Environmental Inc.
Attention: Michael Rogozen, D. Env.,
Senior Principal Engineer
16431 Scientific Way
Irvine, CA 92618
Telephone No. (949) 788-4900
FAX: (949) 788-4901

Attachments: Attachment A

ATTACHMENT A

ADDITIONAL SCOPE OF SERVICES

Second Amendment to Consultant Service Agreement between City of Fresno (City)
and UltraSystems Environmental Inc. (Consultant)

McKinley Avenue Widening from Marks Avenue to Hughes Avenue

Consultant (UltraSystems Environmental Inc.) shall perform each of the tasks described below in accordance with UltraSystems' proposal dated January 12, 2023.

The Consultant fee to provide additional design services is itemized as follows:

Consultant to conduct Preliminary Site Investigations as required by Caltrans to comply with the National Environmental Policy Act for the McKinley Widening Project between Marks Avenue and Hughes Avenue. The soil and groundwater testing will address potential soil and groundwater contamination concerns for the proposed right-of-way acquisitions at APN's 442-111-05, 442-111-14 and 442-111-13.

<u>Item</u>	<u>Task Description</u>	<u>Total Cost</u>
1.	Health and Safety Planning and Permitting	\$5,048
2.	Soil and Groundwater Sampling and Analysis APN 442-111-05 (2306 and 2308 West McKinley Avenue)	\$15,260
3.	Soil Sampling and Analysis APN 442-111-14 and APN 442-111-13	\$2,318
4.	Data Evaluation, Management and Reporting	\$4,560
5.	Project Management and Review	\$5,530
	Total Cost	\$32,716