

AMENDMENT NO. 1_ TO COOPERATIVE PROJECT AGREEMENT
Short-Term Regional Transportation Program (STRTP)
Urban Project H2 – California Avenue Fruit to Ventura

This Amendment No. 1 to STRTP Project, is made and entered into the ___ day of _____, 2026 by and between the Fresno County Transportation Authority ("Authority") and the City of Fresno ("Responsible Agency").

1. PARTIES. The Authority and the City of Fresno are collectively referred to herein as "the Parties".

2. RECITALS.

2.1 WHEREAS, the Parties entered into the Cooperative Project Agreement for **Urban Project H2 – California Avenue Fruit to Ventura** ("Agreement"), dated **February 1, 2024**, for funding of a transportation improvement project ("Project") in Fresno County pursuant to the Measure "C" Strategic Implementation Plan ("SIP"), and the Fresno County Measure "C" Expenditure Plan ("**Expenditure Plan**"), which was approved by the voters of Fresno County in November, 2006; and,

WHEREAS, the agreement provided that Authority shall provide funding to the Responsible Agency for eligible Phase 1 (Preliminary Engineering) Project costs in an amount "not-to-exceed" **\$2,422,000** of Measure C funds; and

WHEREAS, Authority is authorized to approve and revise Project funding for payment to Responsible Agency in accordance with the **Agreement**, the Strategic Implementation Plan (SIP) and the Expenditure Plan regarding the **Project H2 – California Avenue Fruit to Ventura**; and,

2.2 The Parties now desire to amend the statements defining and delineating the Project Scope, Project Schedule and Project Funding Program, as set forth in the original Agreement, based on the following:

- Responsible Agency desires to amend the funding allocation for the Project per the revised Exhibits as more thoroughly described in Section 3.1 of this Amendment. This increases the total funding amount to **\$18,489,000** authorized by the original **Agreement**, as previously modified.
- It is the intent of the Parties that, as result of the funding allocation provided for herein, the Measure C funding for this Project in the not-to-exceed cumulative amount of **\$18,489,000**, shall be allocated among the Phases of the Project as follows: **\$2,318,000** to Preliminary Engineering and **\$104,000** to Right of Way Acquisition and to **\$16,067,000** Construction for Project per the revised Exhibits as more thoroughly described in Section 3.1 of this **Amendment No. 1**.

3. TERMS.

- 3.1 Exhibit “A” (Project Scope), Exhibit “B” (Project Schedule) and Exhibit “C” (Project Funding Program), which hereinafter shall be referenced collectively the “Original Exhibits” as set forth in Section 1.1 of the original Agreement, and which were fully incorporated therein by the provisions of Section 3.23 thereof, shall be and are hereby replaced by Exhibit “A1” (Project Scope), Exhibit “B1” (Project Schedule), and Exhibit “C1” (Project Funding Program), which are attached hereto and incorporated herein by this reference, commencing upon the Effective Date of this **Amendment No. 1** to the Agreement.
- 3.2 All work performed by the Responsible Agency under the **Agreement** prior to the Effective Date of this **Amendment No. 1** shall be governed by and compensated pursuant to the applicable Exhibits and the original **Agreement**, as modified by the previously approved amendment thereto. All work commencing on or after the Effective Date of this **Amendment No. 1** shall be performed and compensated pursuant to the attached Exhibits A1, B1 and C2, and the terms of the **Agreement** as modified by this **Amendment No. 1**.
- 3.3 Effective Date. The Effective Date of this **Amendment No.1** to the Agreement shall be 12:01 a.m. of the day following the date upon which it is signed by the Parties. In the event this **Amendment No. 1** to the Agreement is signed by the Parties on different dates, the Effective Date shall be 12:01 a.m. of the day following that date upon which it is signed by the second of the Parties.
- 3.4 All other terms and conditions contained in the Cooperative Project Agreement are unaffected by this **Amendment No. 1** and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the day and year first written above.

FRESNO COUNTY TRANSPORTATION AUTHORITY

ATTEST

By: _____

(Signature)

Name: ERNEST "BUDDY" MENDES

(Typed)

Title: Chair of the Authority

APPROVED AS TO LEGAL FORM:
DOUGLAS T. SLOAN
COUNTY COUNSEL

By: _____

(Signature)

Name: Alison Samarin

(Typed)

Title: Senior Deputy County Counsel

By: _____

(Signature)

Name: MOSES STITES

(Typed)

Title: Executive Director

APPROVED AS TO ACCOUNTING
FORM:

By: _____

(Signature)

Name: Oscar J. Garcia, C.P.A

(Typed)

Title: Auditor-Controller/Treasurer-Tax Collector

CITY OF FRESNO

ATTEST

AMY K ALLER
City Clerk

By: _____

(Signature)

Name: SCOTT L. MOZIER, P.E., T.E.

Title: PUBLIC WORKS DIRECTOR

By: _____

(Signature)

Name: _____

Title: City Clerk

APPROVED AS TO FORM
City Attorney's Office
ANDREW JANZ, City Attorney

By: _____
Brent Richardson
Deputy City Attorney III



EXHIBIT A1 – PROJECT SCOPE

Urban Project H2 – California Ave. Fruit to Ventura

Replace information below with information for subject Project phase

Responsible Agency

City of Fresno

Project Limits

The project limits for Urban Project H2 are California Ave. from Fruit Avenue to Ventura Avenue, approximately 1.0 mile.

Project Phase *(Choose the Project Phase(s) applicable to this Agreement only)*

- ☒ Phase 1 - Preliminary Engineering *(Includes Preliminary Design/Engineering (PS&E) and Environmental)*
- ☒ Phase 2 - Right-of-Way Acquisition
- ☒ Phase 3 - Construction *(Includes Project Construction & Construction Management)*

Project Phase(s) Scope *(Provide detail to describe the Phase(s) that is the subject of this Agreement as checked above)*

Phase 1 includes preliminary design/engineering (PS&E) and environmental review and approval. Right-of-way (ROW) acquisition will begin after the approval of the preliminary environmental study (CEQA). Once the final PS&E, environmental studies, and ROW acquisition are complete, Phase 3 will commence.

Complete Project Scope *(Provide detail to describe all phases of the Project - It is important for the Authority to understand the scope of the entire Project; not just the Project phase(s) that is described above).*

The project will enhance California Avenue as a 3-lane collector, from Fruit Avenue to Ventura Avenue, by improving the roadway and providing bicycle and pedestrian infrastructure. Improvements include the installation of a new traffic signal at Fruit Avenue, modifications to the existing traffic signal at Thorne Avenue, and intersection improvements at Fresno Street, Plumas Avenue, and Tulare Street. Paving improvements along California Avenue will also be made. Additionally, a HAWK pedestrian signal will be installed near Maud Avenue, and a Class I trail will be constructed along the south side of California Avenue, connecting to the existing Rashad Al-Hakim Jr. trail (Fanning Ditch) near S. Thorne Avenue and extending the Class I facility easterly to Walnut Avenue.

Phase 1 includes preliminary engineering services including topographic survey, analysis and preparation of environmental documents to comply with CEQA requirements, development of contract construction documents including engineer's estimates for construction (PS&E), and the determination of right-of-way needs including ordering preliminary title reports. Phase 1 is completed with project bidding, evaluation of bids, and award of the construction contract by City Council.

Phase 2 is the right-of-way phase and focuses on the appraisal or any needed right-of-way and the subsequent acquisition processing and purchase of property for street right-of-way purposes, as well as securing any needed easements or rights of entry. It is anticipated this project will affect several parcels.

Phase 3 encompasses the project's construction, including all construction management services, any material orders and project closeout.

Project Purpose

The main purpose of the project is to create a more complete street and corridor, providing amenities and options that reduce barriers to walking and bicycling. Installing infrastructure that provides transportation options will reduce vehicle emissions and improve safety for all users.

Transportation Benefit

The project will provide bicycle/pedestrian congestion relief approximately 5,000 students attending Edison High School, Computech Middle School, Lincoln Elementary School, and King Elementary School will benefit daily from using the project as a route to campus. Installation of new traffic signal and intersection modifications at Fresno Street, Plumas, and Fruit Avenues will primarily serve commuters to area schools while also providing improved active transportation facilities for residents desiring to walk or bicycle as their transportation.

Implications of Not Doing the Project

The Fresno County Department of Public Health, California Walks, and UC Berkeley Safe TREC recently partnered with community members and City staff to host a Community Pedestrian and Bicycle Safety Training. The July 2021 virtual walk audit and training was the accumulation of planning meetings for the event. Pedestrian and bicyclist improvements along the limits of the California Complete Streets Project corridor were included in the discussions. A final report should be forthcoming. California Walks, describes themselves as a statewide voice for pedestrian safety and healthy, walkable communities for people of all ages and abilities. The UC Berkeley Safe Transportation Research and Education Center (SafeTREC) is a program of the UC Berkeley School of Public Health. With sponsored

Measure “C” Short-Range Regional Transportation Program | Project Scope – Project U-H2 - Exhibit A1



funding, the Center's objective is to prevent injuries from traffic collisions through projects encompassing research, training, public service and/or policy. SafeTREC The audit was the culmination of community sessions to discuss transportation issues and concerns in southwest Fresno.

Community Engagement

The project limits are within a moderately populated residential area. Residents, businesses and property owners will be kept informed of the Project's status and schedule through Project newsletters, the City's website and local media.

Construction Staging

Construction phasing may be implemented due to the potential impacts on adjacent residences, businesses, schools, which use these streets to access their property.

Detours

During construction of this Project, traffic will be routed to north/south arterials Thorne and Walnut Avenues, and east/west arterials Fresno, Tulare, and Kern Streets. Access to residences, businesses, and schools adjacent to California Avenue will be provided and maintained throughout construction.

Current Status

Phase 1 is currently underway, involving preliminary engineering and the preparation of environmental documents for CEQA compliance. Right-of-way acquisitions preliminary activities have started.

Contact

For inquiries, you may contact Harmanjit Dahliwal, P.E., with the City of Fresno Public Works Dept. at (559) 621-8650.

A horizontal number line with arrows at both ends. It is marked with major tick marks every 10 units, labeled 0, 10, 20, 30, 40, 50, 60, 70, 80, 90, and 100. There are also minor tick marks between the major ones, representing increments of 2. A solid black dot is placed on the major tick mark for 50.

City of Fresno

The project limits for Urban Project H2 are California Ave. from Fruit Avenue to Ventura Avenue, approximately 1.0 mile.

☒ Phase 3 - Construction (Includes Project Construction & Construction Management)

For inquiries, you may contact Harmanjit Dahliwal, P.E. with the City of Fresno Public Works Dept. at (559) 621-8650.

Project Schedule (Double click on Table below to complete for all Project phases – It is important for the Authority to understand the schedule for the entire Project; not just the Project phase(s) that is checked above and the subject of this Agreement. Revise Fiscal Years in table below to reflect schedule for all phases of the Project)

[illegible]

*3 Project Construction & Construction Management



EXHIBIT C1 -PROJECT FUNDING PROGRAM

Urban Project H2 – California Ave. Fruit to Ventura

Replace information below with information for subject Project phase

Responsible Agency

City of Fresno

Project Limits

The project limits for Urban Project H2 are California Ave. from Fruit Avenue to Ventura Avenue, approximately 1.0 mile.

Project Phase *(Choose all applicable to this Agreement – funding for the phase(s) must be fully funded at the time that the agreement is approved by the Authority and the Responsible Agency)*

- ☒ Phase 1 - Preliminary Engineering *[Includes Preliminary Design/Engineering (PS&E) and Environmental]*
- ☒ Phase 2 - Right-of-Way Acquisition
- ☒ Phase 3 - Construction *(Includes Project Construction & Construction Management)*

Contact

For inquiries, you may contact Harmanjit Dahaliwal, P.E., with the City of Fresno Public Works Dept. at (559) 621-8650.

Funding Program *(\$18.489 in millions)*

(Double click on Table on the following page to complete for all Project phases – It is important for the Authority to understand the funding program for the entire Project; not just the Project phase(s) that is checked above and the subject of this Agreement).

Measure "C" Short-Range Regional Transportation Program | Project Funding Program – Project U-H2 - Exhibit C1

PROJECT PHASE	START YEAR	END YEAR	PRIOR COST & FUNDING	NEW ALLOCATION				TOTAL COST & FUNDING
				REGIONAL TRANSPORTATION PROGRAM FY 2020/21 - 2023/24				
				2023/24	2024/25	2025/26	2026/27	
Preliminary Engineering *1	2023/24	2025/26	\$0.000	\$2.318	\$0.000	\$0.000	\$0.000	\$2.318
FUNDING PROGRAM								
Measure "C" Original Program								\$0.000
Measure "C" Extension				\$2.318				\$2.318
RTMF								\$0.000
STIP								\$0.000
TCRP								\$0.000
Local Development Fees								\$0.000
Federal Aid								\$0.000
Other State (AHSC)								\$0.000
Other Local (Measure C Bikeways)								\$0.000
Other Local (Specify)								\$0.000
Other Local (Specify)								\$0.000
TOTAL FUNDING PHASE 1:			\$0.000	\$2.318	\$0.000	\$0.000	\$0.000	\$2.318
PROJECT PHASE	START YEAR	END YEAR	PRIOR COST & FUNDING	NEW ALLOCATION				TOTAL COST & FUNDING
				REGIONAL TRANSPORTATION PROGRAM FY 2020/21 - 2023/24				
				2023/24	2024/25	2025/26	2026/27	
Right-of-Way *2	2025/26	2026/27	\$0.000	\$0.709	\$0.000	\$0.000	\$0.000	\$0.709
FUNDING PROGRAM								
Measure "C" Original Program								\$0.000
Measure "C" Extension				\$0.104				\$0.104
RTMF								\$0.000
STIP								\$0.000
TCRP								\$0.000
Local Development Fees								\$0.000
Federal Aid								\$0.000
Other State (LPP)								\$0.000
Other Local (Measure P Cat 5)				\$0.030				\$0.030
Other Local (SB1 Road Repair Gas Tax)				\$0.575				\$0.575
Other Local (Specify)								\$0.000
TOTAL FUNDING PHASE 2:			\$0.000	\$0.709	\$0.000	\$0.000	\$0.000	\$0.709
PROJECT PHASE	START YEAR	END YEAR	PRIOR COST & FUNDING	NEW ALLOCATION				TOTAL COST & FUNDING
				REGIONAL TRANSPORTATION PROGRAM FY 2020/21 - 2023/24				
				2023/24	2024/25	2025/26	2026/27	
Construction *3	2027/28	2028/29	\$0.000	\$0.000	\$0.000	\$20.084	\$0.000	\$20.084
FUNDING PROGRAM								
Measure "C" Original Program								\$0.000
Measure "C" Extension			\$1.900			\$16.067		\$17.967
RTMF								\$0.000
STIP								\$0.000
TCRP								\$0.000
Local Development Fees								\$0.000
Federal Aid								\$0.000
Other State (LPP)								\$0.000
Other Local (Measure P Cat 5)						\$0.200		\$0.200
Other Local (SB1 Road Repair Gas Tax)						\$3.817		\$3.817
Other Local (Specify)								\$0.000
TOTAL FUNDING PHASE 3:			\$1.900	\$0.000	\$0.000	\$20.084	\$0.000	\$21.984
TOTAL FUNDING ALL PHASES:			\$1.900	\$3.027	\$0.000	\$20.084	\$0.000	\$25.011

*1 Preliminary Engineering: Preliminary Design/Engineering (PSE), Environmental

*2 Right-of-Way Acquisition