

## **FOURTH AMENDMENT TO AGREEMENT**

THIS FOURTH AMENDMENT TO AGREEMENT (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 BKF Engineers, a California corporation (Consultant).

### **RECITALS**

WHEREAS, City and Consultant entered into an Agreement dated March 23, 2017, for services related to the design of plans and general construction contract documents for the Herndon Avenue Widening between Polk and Millburn Avenues (Agreement); and

WHEREAS, the City and the Consultant entered into a First Amendment on December 4, 2020, to modify the scope of work and provide additional services; and

WHEREAS, the City and the Consultant entered into a Second Amendment on July 30, 2024, to modify the scope of work and provide additional services; and

WHEREAS, the City and the Consultant entered into a Third Amendment on February 27, 2025, to modify the scope of work and provide additional services; and

WHEREAS, Consultant has completed the Parts One and Parts Two portions of the Agreement; and

WHEREAS, City has reviewed the project requirements and determined the need for additional coordination and deliverables to complete the Construction Document phase; and

WHEREAS, City and Consultant now desire to enter into this Fourth Amendment to modify the agreement to increase the scope of work necessary, utilizing an additional \$150,138 to complete work for a total contract amount of \$1,293,263, with a remaining \$3,700 contingency amount; and

WHEREAS, with entry into this Agreement, the Consultant 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 to 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 commence upon execution of this Amendment by both parties, and shall end upon termination of the Agreement.
3. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Fourth Amendment is now modified from the original agreement utilizing an additional \$150,138 to complete work for a total contract amount

of \$1,293,263, with a remaining \$3,700 contingency amount.

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 March 23, 2017, First Amendment on December 4, 2020, Second Amendment on July 30, 2024, and Third Amendment on February 27, 2025, 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: \_\_\_\_\_  
Nicholas D. Mascia, PE, TE  
Assistant City Manager  
Capital Projects Department

ATTEST:  
TODD STERMER, MMC  
City Clerk

By: \_\_\_\_\_  
Deputy Date

APPROVED AS TO FORM:  
ANDEW JANZ  
City Attorney

By: Christine C. Charitar 7/10/25  
Christine C. Charitar Date  
Deputy Attorney

Addresses:  
CITY:  
City of Fresno  
Attention: Austin Bain

747 R Street, 2nd Floor  
Fresno, CA. 93721  
Telephone No. (559) 621-8717

Attachment: Attachment A

BKF Engineers,  
a California Corporation

By: Daniel Schaefer

Name: DANIEL SCHAEFER

Title: VICE PRESIDENT  
(If corporation or LLC, Board Chair, Pres.  
or Vice Pres.)

By: Jean Chen

Name: Jean Chen

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

REVIEWED BY:

AUSTIN M. BAIN, PE  
AUSTIN M. BAIN, PE  
Licensed Professional Engineer  
Capital Projects Department

CONSULTANT:  
BKF Engineers  
Attention: Daniel Schaefer, P.E., Vice  
President  
4670 Willow Road, Suite 250  
Pleasanton, CA 94588  
Telephone No. (925) 396-7700  
FAX: (925) 396- 7799

## Attachment A

### ADDITIONAL SCOPE OF SERVICES

Consultant Service Third Amendment to Agreement between City of Fresno (CITY) and BKF Engineers, a California corporation (CONSULTANT)

#### Herndon Avenue Widening Project from Polk Avenue to Milburn Avenue

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

#### **ADDITIONAL SCOPE OF SERVICES**

##### **Project Management**

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

##### **Pavement Rehabilitation Treatment**

Update the pavement rehabilitation treatment to grind and overlay per City comments on the latest submittal. This includes but is not limited to eliminating all full depth reclamation (FDR) areas and updating the areas to be grind and overlay including all corresponding updates: preserving all or portions of median island, modified work zones, construction staging, and traffic handling, etc.

##### **Traffic Signal Interconnect**

Incorporate the existing fiber optic systems and the signal interconnect. Address City comments regarding the traffic signal and fiber optic systems. Revise the conductor schedule. Implement a splice diagram for the new connection between the fiber optic mainline and the signal controller at the intersection of Herndon Avenue and Polk Avenue.

##### **Landscape and Irrigation**

Address City comments received on the latest submittal including but not limited changing plant species and removing/modifying landscaped areas.

##### **Fee Rate Increases**

Fee rate increases to continue services for the remaining duration of the contract.

#### **DURATION**

Services shall be undertaken and completed in a sequence assuring expeditious completion. All services shall be rendered and deliverables submitted within Twenty-Eight (28) calendar days from the issuance of a Notice to Proceed for this amendment. Re-submittals as necessary to obtain the acceptance of the CITY, shall be submitted to CITY within Fourteen (14) calendar days from receipt of CITY's comments unless an extension

is approved in writing by the Director.

### **COMPENSATION**

The following table provides a breakdown of the existing budget for each part of the scope of services, along with the corresponding proposed increases.

<b>Phase</b>	<b>Original Compensation Plus Amendments 1 through 3</b>	<b>Proposed Additional Compensation</b>	<b>Proposed Total Compensation</b>
Part 1 - Schematic Design Phase	<b>\$223,642.09</b>	\$0	\$223,642.09
Part 2 - Design Development Phase	\$266,857.53 + \$117,923.00 +\$15,116.00 = <b>\$399,896.53</b>	\$0	\$399,896.53
Part 3 - Construction Document Phase	= \$256,944.93 + \$33,184.00 + \$107,376.00 = <b>\$397,504.93</b>	\$99,433	\$496,937.93
Part 4 - Bidding Phase	<b>\$24,607.59</b>	\$9,698	\$34,305.59
Part 5 - Construction Phase & General Construction Contract Administration	<b>\$97,473.86</b>	\$41,007	\$138,480.86
<b>Totals:</b>	<b>\$1,143,125</b>	<b>\$150,138</b>	<b>\$1,293,263</b>