

THIRD AMENDMENT TO AGREEMENT

THIS THIRD 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, 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 Third Amendment to modify the agreement to increase the scope of work necessary, utilizing an additional \$107,376 to complete work for a total contract amount of \$1,143,125, 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 Third Amendment is now modified from the original agreement utilizing an additional \$107,376 to complete work for a total contract amount of \$1,143,125, 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, and Second Amendment on July 30, 2024, 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,
Interim Director
Capital Projects Department

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

APPROVED AS TO FORM:
ANDEW JANZ
City Attorney

By: Christine C. Charitar 12/17/29
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: _____
Name: Chris Rideout

Title: principal / vice president
(If corporation or LLC, Board Chair, Pres.
or Vice Pres.)

By: _____
Name: Jean Chen

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

REVIEWED BY:

AUSTIN M. BAIN
Licensed Professional Engineer
Capital Projects Department

CONSULTANT:
BKF Engineers
Attention: Chris Rideout, P.E., Principal
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

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.

BNSF Coordination

Prepare and coordinate approval of variance requests and addressing additional comments provided by BNSF railroad. Consultant shall perform all work necessary to obtain BNSF approval of the design package.

Storm Drain System Design/Drainage Report

Update design plans, specifications, engineer's estimates, Drainage Memo, and applicable variance requests to address removal of linear basins.

Bus Stop Turnout Design

Design of the bus stop turnout at the southeast corner of Herndon Avenue and Polk Avenue. Design changes to include but not limited to modifying the curb line, profile of the top of curb, omitting the guardrail system, widening the pavement to accommodate the bus stop turnout, and re-grading the sloped area behind the curb.

Concrete Barrier Update

Update barrier/fence throughout the design for both the City and BNSF packages. Include additional barrier details in both packages. Update the specifications, estimate, and plans. Verify validity of structural calculations and update if necessary.

Update to Caltrans 2023 Design Standard Plans

Update the design package to Caltrans 2023 Standards. Circulate updated package to all stakeholders and address comments received.