

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (Amendment) made and entered on _____, 2026, amends the Consultant Services Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and Provost & Pritchard Engineering Group, Inc., a California corporation (Consultant).

RECITALS

- A. The City and the Consultant entered into a Consultant Services Agreement on September 29, 2022 (Agreement), to provide professional engineering services for the design of plans and general construction documents for River West Eaton Trail Extension Project (Project), for a total fee of \$1,650,000, with a contingency of \$62,500.
- B. The City and the Consultant entered into a First Amendment on September 22, 2025, to modify the scope of work and provide additional services necessitated by changes proposed in the 65% Design Development plans. The Consultant's fee for the additional work specified in that amendment was \$14,990 which was paid from contingency, leaving \$47,510 in remaining contingency.
- C. The City and the Consultant entered into a Second Amendment on June 12, 2026, to modify the scope of work and provide additional services necessitated by changes proposed in the 90% Design Development plans. The Consultant's fee for the additional work specified in that amendment was \$13,901 which was paid from contingency, leaving \$33,609 in remaining contingency.
- D. During Consultant's work under the Agreement, the City identified the need for a means of accessible pedestrian connection from the Palm Avenue public street right-of-way to the Palm Avenue trail access, necessitating additional work, including design of a pedestrian ramp, which must be performed in connection with the Project.
- E. The City and the Consultant now desire to enter into this Third Amendment to modify the scope of work to require additional services and to provide Consultant with compensation in the amount of \$76,243 for the additional services. The remaining contingency is insufficient to cover this additional work.
- F. The City and the Consultant desire to keep the Term and Time for Performance contemplated in the Agreement without revision.
- G. With entry into this Amendment, the Consultant agrees it has no claim, demand, or dispute against the City.

AGREEMENT

NOW, THEREFORE, the parties amend the Agreement as follows:

- 1. The Consultant's scope of work is modified to add work and deliverables as specified in **Exhibit A-3**.
- 2. The Consultant's total compensation for satisfactory performance of the

additional work specified in Exhibit A-3 shall be \$76,243.

3. This Amendment does not modify the remaining contingency. The remaining contingency is \$33,609.

4. This Amendment does not modify the compensation allocation in Section 3(c) of the Agreement.

5. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant, dated September 29, 2022, First Amendment to Agreement, dated September 22, 2025, and Second Amendment to Agreement, dated June 12, 2026, remain in full force and effect.

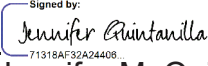
[SIGNATURES FOLLOW ON NEXT PAGE.]

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

CITY OF FRESNO,
a California municipal corporation

By: _____
NICHOLAS D. MASCIA, P.E.
Asst. City Manager, Interim Director
Capital Projects Department

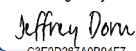
APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By:  _____
71318AF32A24408
Jennifer M. Quintanilla Date
Senior Deputy City Attorney

ATTEST:
AMY K. ALLER
City Clerk

By: _____
Deputy Date

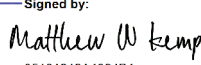
Provost & Pritchard Engineering Group,
Inc., a California corporation

By:  _____
DocuSigned by:
C3F0D287A0B94F7...

Name: Jeffrey Dorn

Title: Director of Operations

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

By:  _____
Signed by:
05181249A4094B1...

Name: Matthew W Kemp

Title: Chief Strategic Officer

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

Attachment: Exhibit A-3

Exhibit A-3

ADDITIONAL SCOPE OF SERVICES

Additions to Part Three – Construction Documents

Third Amendment to Consultant Services Agreement between City of Fresno (City) and Provost and Pritchard Engineering Group, Inc. (Consultant)

River West Eaton Trail Extension Project

Background

Upon review of the project's 90% plans, it has been determined by City of Fresno that a means of accessible pedestrian access from the Palm Avenue public street right of way to the Palm Avenue trail end access point is needed. This pedestrian access will utilize the existing accessible route from the sidewalk along Palm Avenue, along the walkway through Spano Park and then proceed down the 60-foot tall bluff face.

Traversing the bluff requires a full redesign of the stairs and the design of a new accessible ramp, consisting of a network of ramp runs and level landings with switchback down the bluff with handrails & guardrails, where necessary. See the image below of the original concept that was presented to the City in February 2026.

Scope of Services

It is expected that the ramp system will have cut walls with maximum of 4-ft in height to keep the design economical as much as possible. Some areas of the ramp are expected to have fill walls (side of the ramp is the retained side) of varying height and of these fill walls require the addition of guardrails to the ramp handrails for compliance with the CBC. At the bottom of the bluff, where the stairs and the ramp meet, the ramp is expected to continue to descend approximately 15 feet vertically to join the new trail.

Fee Estimate

5



City of Fresno
River West Eaton Trail Extension: Amendment 3
FEE ESTIMATE

Task No.	Task	Principal Engineer II	Associate Engineer V	Principal Engineer III	Assistant Engineer III	Senior Structural Engineer III	Senior Structural Engineer III	Assistant Engineer III	Assistant Engineer II	Senior Technician IV	Labor Totals	Total Fee	Notes / Assumptions
		Osborn_M	D'Olier_A	Kositsky_A	Gonzalez_K	Gottselig_R	Wion_M	Peasha_S	Parra-Plascencia_C	Noel_J			
	Hourly Rate:	\$245	\$180	\$255	\$142	\$205	\$205	\$142	\$135	\$171			
1	Stairway & Ramp Design												
1.01	Quality Control & Design Oversight	16									\$3,920	\$3,920	
1.02	Grading and Layout		200								\$36,000	\$36,000	
1.03	Geostructural Design			48	20						\$15,080	\$15,080	
1.04	Structural Detailing					1	14				\$3,075	\$3,075	
1.05	Plan & Profile Sheet & Detail Preparation							24	8	80	\$18,168	\$18,168	
		16	200	48	20	1	14	24	8	80			
Task 1 Fee Subtotal		\$3,920	\$36,000	\$12,240	\$2,840	\$205	\$2,870	\$3,408	\$1,080	\$13,680	\$76,243	\$76,243	