

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this 8th day of December 2025, amends the Consultant Agreement (Agreement) entered into between the CITY OF FRESNO, a California municipal corporation (City), and TJKM TRANSPORTATION CONSULTANTS, a California Corporation (Consultant), to provide professional consulting services for the Active Transportation Plan Update (Project).

RECITALS

WHEREAS, City and Consultant entered into an Agreement dated November 16, 2023, for professional consultant services (Agreement) which is effective in full force until December 31, 2025; and

WHEREAS, the Consultant has completed a portion of the Agreement; and

WHEREAS, the City and Consultant now desire to extend the Agreement an additional six (6) months to June 30, 2026, to ensure completion of services; and

WHEREAS, with entry into this First Amendment to Agreement, the Consultant agrees it has no claim, demand, or dispute against the City.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree that the aforesaid Agreement be amended as follows:

1. The recitals to this First Amendment are incorporated and made a part of the Agreement.
2. The term of the Agreement shall extend six (6) months to June 30, 2026.
3. The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this First Amendment is not modified from the original agreement.
4. In the event of any conflict between the body of this First Amendment and any exhibit or attachment hereto, the terms and conditions of the body of this first 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 First Amendment, shall be null and void.
5. Except as otherwise provided herein, the Agreement entered into by City and Consultant, dated November 16, 2023, remains in full force and effect.

[Signatures follow on the next page.]

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

CITY OF FRESNO,
a California municipal corporation

TJKM TRANSPORTATION
CONSULTANTS
a California Corporation

By: DocuSigned by:
Scott Mozier 12/8/2025
E3B64D7F7352485...
Scott Mozier, PE, TE
Director
Public Works Department

By: Signed by:
Nayan Amin
A1CE1AED0B40442...
Name: Nayan Amin

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

ATTEST:
AMY K. ALLER
Interim City Clerk

By: DocuSigned by:
Ruta Jariwala
D76A78DE10A64F8...
Name: RUTA JARIWALA

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

By: DocuSigned by:
Tina Your 12/8/2025
6CA1388820964E3...
Date
Deputy

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

REVIEWED BY:

By: Signed by:
Tricia Herrera 12/8/2025
8D03E4AD28E0466...
Tricia Herrera Date
Deputy City Attorney

DocuSigned by:
Jill Gormley
DA8E90E839B7452...
Jill Gormley, TE
Assistant Director
Public Works Department

Addresses:
CITY:
City of Fresno
Attention: Andreina Aguilar
Chief Engineering Technician
2600 Fresno Street
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Telephone: (559) 621-8674
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TJKM Transportation Consultants
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