

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered on 6/12/2026, 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. During Consultant's work under the Agreement, Fresno County has identified additional work, including sampling and testing, which must be performed in connection with the Project.
- D. The City and the Consultant now desire to enter into this Second Amendment to modify the scope of work to require additional services and to provide Consultant with compensation in the amount of \$13,901, to be paid from contingency, for the additional services.
- E. The City and the Consultant desire to keep the Term and Time for Performance contemplated in the Agreement without revision.
- F. With entry into this Amendment, the Consultant agrees it has no claim, demand, or dispute against the City.

AGREEMENT

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

- 1. The Consultant's scope of work is modified to distribute actions and deliverables through four years as specified in **Exhibit A-2**.
- 2. The total compensation for satisfactory performance of the additional work specified in Exhibit A-2 shall be \$13,901, paid from contingency, leaving \$33,609 remaining in contingency.
- 3. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant, dated September 29, 2022, and First Amendment to Agreement, dated September 22, 2025, remain in full force and effect.

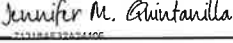
[SIGNATURES FOLLOW ON NEXT PAGE.]

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

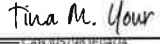
CITY OF FRESNO,
A California municipal corporation

Signed by:
By: 
4B56C03BA274430
Georgeanne A. White
City Manager

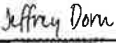
APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Signed by:
By: 
71318A7E32A5410C
Jennifer M. Quintanilla Date
Senior Deputy City Attorney

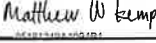
ATTEST:
AMY K. ALLER
Interim City Clerk

Signed by:
By:  6-12-26
C7B30571853E0425 Date
Deputy

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

DocuSigned by:
By: 
23F5C0F0A0B181F7
Jeffrey Dorn, RCE 76749
Name: _____

Title: Director of Operations
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

Signed by:
By: 
8F0A7130A30D82B1
Matthew W Kemp
Name: _____

Title: Chief Strategic Officer
(If corporation or LLC., CFO., Treasurer,
Secretary or Assistant Secretary)

Attachment: Exhibit A-2

Exhibit A-2

ADDITIONAL SCOPE OF SERVICES

Additions to Part Three – Construction Documents

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

River West Eaton Trail Extension Project

Background

Within the River West Eaton Trail Extension Project (Project) area, the San Joaquin River Access Corporation (SJRA) owns a parcel with Assessor's Parcel Number (APN) 402-030-71ST (Parcel) which is the site of an inactive, inert landfill, currently tied to, but separated from the Spano River Ranch Disposal Site Solid Waste Information System number (SWIS#) 10-CR-0014. On this parcel, the Project would construct portions of the trail, portions of a pedestrian stairs, portions of a pedestrian ramp, and a vehicular parking lot for trail access.

An existing public easement granted by the SJRA to the State of California for public recreational purposes and the right to install and maintain public access improvements.

There are two areas of stockpiled spoils material located on the Parcel. One is a large mound of dirt that was created in late 2002 by material excavated from the creation of FMFCD's Basin DI at the bottom of Riverview Drive. The second location is a cluster of several smaller, approximately 10 cubic yard, piles to the north of the large mound which appeared sometime between 2007 and June 2009. It is the Consultant's understanding that these small piles were spoils of utility and foundation excavations at the Rio View Circle residential development off Audubon Drive.

Through communication with Fresno County regarding proposed improvements on the Parcel, Fresno County's Environmental Health Division is requiring that these piles of soil be sampled and tested in accordance with Department of Toxic Substances Control (DTSC) Clean Imported Fill advisory to confirm that this material can be used as clean fill material for the top 24 inches of material placed over the inert landfill area for the proposed improvements on the Parcel.

Scope of Services

The following scope of services shall be added to PART 3 of the Agreement. The Consultant shall take samples on the Parcel and test for hazardous materials per DTSC requirements requested by Fresno County Environmental Health Division. The sampling and testing are expected to be completed within 30 calendar days of Notice-to-Proceed of this Amendment. A testing report shall be provided to the City upon completion. The following Figure shows the sampling area the Consultant will need access to. Access will be coordinated with staff of State of California.

Six (6) samples of varying depths will be taken in the large stockpile with approximate locations marked in the Figure. One (1) sample will be taken at each of the ten (10) smaller stockpiles as marked in the Figure. All samples will be taken in accordance with DTSC guidelines.

The sampled materials will be transported to a testing facility that will test 10 composites for Residential/acceptable commercial land (VOCs, sVOCs, TPHd 8015, PCBs 8082, CAM17) And the six composite samples for Ag fill source (8081, 8321, 8151, CAM17).



Figure. Sampling Area

Fee Estimate

A cost and hours breakdown to complete the scope of services within this Amendment attached.

PROVOST&PRITCHARD
CONSULTING GROUP

City of Fresno
River West Eaton Trail Extension: Amendment 2

FEE ESTIMATE

Task No.	Task	Geologist/Hydrogeologist V	Geologist/Hydrogeologist I	Labor Totals	Sub-consultant Fee	Sub-cons. Fee	Miles Traveled	Expenses, Fees	Mileage/Reimb. Costs	Subtotal	Contingency	Equipment Fee	Total Fee
		Quintero_M	Tachella_D			Markup:			Markup:				
	Hourly Rate:	\$142	\$222			15%	Rate: \$0.725		15%		10%	\$0	
1	Soil Sampling & Testing												
1.1	Sampling	8	4	\$2,024		\$0	40	\$50	\$91	\$2,115	\$211		\$2,326
1.2	Analytical fees			\$0	\$8,710	\$10,017			\$0	\$10,017	\$1,002		\$11,018
1.3	Summary table	2	1	\$506		\$0			\$0	\$506	\$51		\$557
				\$0		\$0			\$0	\$0	\$0		\$0
		10	5									0	
	Task 1 Fee Subtotal	\$1,420	\$1,110	\$2,530	\$8,710	\$10,017	40	\$50	\$91	\$12,637	\$1,264	\$0	\$13,901
	Project Hour Subtotals	10	5	15								0	
	Project Fee Subtotals	\$1,420	\$1,110	\$2,530	\$8,710	\$10,017	\$40	\$50	\$91	\$12,637	\$1,264	\$0	\$13,901