

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Second 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 Provost & Pritchard Engineering Group, Inc., a California Corporation (Consultant).

RECITALS

- A. WHEREAS, City and Consultant entered into an Agreement dated June 18, 2021 for Blackstone Avenue Overlay between Nees Avenue and Minarets Avenue (Agreement) in the amount of \$119,500, with a contingency amount not to exceed \$10,000; and
- B. WHEREAS, Consultant has completed Parts One, Two, and Three of the Agreement; and
- C. WHEREAS, the City and the Consultant amended the Agreement on March 20, 2024 (First Amendment), to reduce the three northbound lanes to accommodate the extended Bus Rapid Transit (BRT) lane, adding flexible delineators post, incorporating changes due to adjacent commercial development (Nike), and addressing comments provided on Final Plans; and

WHEREAS, the Consultant's sole compensation for additional services rendered under the First Amendment, in the amount of \$9,616, utilized from available contingency for a total contract amount of \$129,166 with the remaining contingency amount not to exceed \$384; and
- D. WHEREAS, it is necessary for the City to amend the Agreement to include additional services required outside the original scope of services, which include, but are not limited to, adding High Visibility crosswalks on all four legs of all the signalized intersections and incorporating stop bars; and
- E. WHEREAS, City and Consultant now desire to enter into this Second Amendment to modify the agreement to modify the scope of work therein by requiring additional services for a total fee of \$8,432.

AGREEMENT

NOW, THEREFORE, the parties agree that the Agreement be amended as follows:

- 1. Consultant shall provide additional services as described in **Attachment A**, attached hereto and incorporated herein by reference. Such additional services shall be completed within 14 days following execution of this Second Amendment by both parties.
- 2. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Second Amendment shall be a total fee of \$8,432, increasing the total fee amount of the Agreement to \$137,598 with the contingency amount not to exceed \$384.

3. In the event of any conflict between the body of this Second Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Second 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 Second Amendment, shall be null and void.
4. Except as otherwise provided herein, the Agreement entered into by City and Consultant, dated June 18, 2021, remains in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE.]

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

CITY OF FRESNO,
a California municipal corporation

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

By: _____
Kevin Gross, PE
Assistant Director
Capital Projects Department

By: Matthew Kemp

Name: Matthew Kemp

Title: Chief Strategic Officer
(If corporation or LLC, Board Chair,
Pres. or Vice Pres.)

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: Jeffrey Dorn

By: Sukhman Sekhon 3/12/25
Sukhman S. Sekhon Date
Deputy City Attorney

Name: Jeffrey Dorn

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

ATTEST:
TODD STERMER, CMC
City Clerk

REVIEWED BY:

By: _____
Deputy Date

Gustavo Rangel
Gustavo Rangel
Project Manager
Capital Projects Department

Addresses:

CITY:
City of Fresno
Attention: Gustavo Rangel
747 R Street, 2nd Floor
Fresno, CA 93721
Telephone No. 559-621-8804
FAX: 559-457-1277

CONSULTANT:

Provost & Pritchard Engineering Group,
Inc.

Attention: Jeffrey Dorn, PE,
Project Manager

~~286 W. Cromwell Avenue~~ 455 W. Fir Avenue
~~Fresno, CA 93711~~ Clovis, CA 93611

Telephone No. (559) 449-2700

FAX: (559) 449-2715

Attachment: Attachment A – Additional Scope of Services

Attachment A

ADDITIONAL SCOPE OF SERVICES

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

Blackstone Avenue Overlay between Nees Avenue and Minarets Avenue

Additional Scope of Services includes but is not limited to: adding High Visibility crosswalks on all four legs of all the signalized intersections and incorporating stop bars.

Total Cost for the Design Scope Changes.	<u>Total Cost</u>
	\$8,432
Total Cost	\$8,432