

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (the "Second Amendment") made and entered into as of this _____ day of _____, 2017, amends the Agreement heretofore entered into between the CITY OF FRESNO, a California municipal corporation ("CITY"), and Kimley-Horn and Associates, Inc., a North Carolina corporation ("CONSULTANT").

RECITALS

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated July 9, 2012, for Design Services for the Blackstone/Kings Canyon Project (the "Agreement"); and

WHEREAS, the Agreement was amended on May 22, 2014 (the "First Amendment"), to modify the time of completion and the maximum cost of the Agreement; and

WHEREAS, CONSULTANT now desires to modify the time of completion and maximum cost of the Agreement; and

WHEREAS, CITY and CONSULTANT now agree to extend the time for completion Design Services During Construction, and agree to an additional fee not to exceed \$167,918.00, for the ongoing tasks therein, by modifying existing services.

AGREEMENT

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

1. CONSULTANT shall provide additional and modified services as described in **Exhibit A**, attached hereto and incorporated herein by reference. The time to complete the services outlined in **Exhibit A** is fifteen months from the effective date of this Second Amendment from January 2017 through March 2018.

2. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Second Amendment shall be an amount not to exceed One Hundred Sixty-Seven Thousand, Nine Hundred, and Eighteen Dollars (\$167,918.00).

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 Amendment, shall be null and void.

4. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated July 9, 2012, remains in full force and effect.

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

Bruce Rudd,
Interim Director of Transportation
Fresno Area Express/
Transportation Department

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By:  8/1/17
Seth Mehrien Date
Deputy City Attorney

Addresses:
CITY:
City of Fresno
Attention: Kathleen Healy,
Administrative Manager
2223 G Street
Fresno, CA. 93706-1675
Telephone: (559) 621-1441
FAX: (559) 498-4957

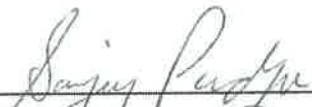
Attachments:
Attachment A: Billing Rates effective May 22, 2014

Kimley-Horn and Associates, Inc.,
a North Carolina corporation

By:  PE C6558

Name: MICHAEL C. MOWERY

Title: VICE PRESIDENT
(Chairman/Pres./Vice Pres.)

By: 

Name: Sanjay Pandya

Title: ASSIST. SECRETARY
(CFO/Secretary/Treasurer)

REVIEWED BY:

Kathleen Healy, Administrative Manager
Fresno Area Express/
Transportation Department

CONSULTANT:
Kimley-Horn, Inc.
Attention: John Pulliam, P.E.
4637 Chabot Drive, Suite 300
Pleasanton, CA 94588
Telephone: (925) 389-4856

Attachment A – Addendum #1
SCOPE OF SERVICES
Consultant Service Agreement between City of Fresno (“City”)
and Kimley-Horn Inc. (“Consultant”)
Blackstone/Kings Canyon Design Services
Project Title

In addition to continuing all services as described in Kimley-Horns agreement with the City dated July 9, 2012, Kimley Horn shall provide EVP/TSP implementation support that will consist of the following:

- ☐ Review and comment on the configuration parameters and settings for the TSP field equipment and the on-board equipment. This includes both the bench and field testing.
- ☐ Review and comment on the configuration parameters and settings programmed into the traffic signal controllers for TSP operations. This includes both the bench and field testing.
- ☐ Review and track the progress of the TSP vendor in configuring and testing of each of the TSP equipment (field and on board).
- ☐ Review the TSP and EVP Test Plan and Test Procedures to be prepared and executed by the TSP vendor. This includes EVP optical-based testing and TSP GPS-based testing.
- ☐ Provide reviews and oversight of the bench testing to be conducted with the TSP equipment. This includes documenting the test set up, test procedures, outcome and results. Coordinate with the TSP and the City on the successful completion of the bench test to be ready for field deployment.
- ☐ Provide reviews and oversight during the field testing to be conducted with the TSP equipment installed in the traffic controller cabinets and test vehicles outfitted with TSP and EVP equipment. This includes documenting the testing and the successful completion of each intersection to be operated with TSP.
- ☐ Provide written documentation of test conducted and act as a witness to the successful or unsuccessful (pass/fail) tests.
- ☐ Coordinate with the City and FAX on any technical issues that arise during the testing, particularly with any issues that will result in non-compliance with the project specifications.