

FIRST AMENDMENT TO AGREEMENT

This FIRST AMENDMENT TO THE AGREEMENT (Amendment) made and entered as of this _____ day of _____ 2026, amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and Brooks-Ransom Associates, a California Corporation. (Consultant).

RECITALS

WHEREAS, City and Consultant entered into an Agreement dated June 25, 2018, for professional engineering services (Agreement) for a total fee not to exceed \$56,400 and a contingency amount not to exceed \$5,400 for the City of Fresno Garage 8 High Priority Repairs Project (Project); and

WHEREAS, City and Consultant now desire to enter into this First Amendment for additional professional engineering services for the project, increasing monetary compensation of the Consultant in the amount of \$52,500 for a total contract value of \$108,900 with no remaining contingency amount.

AGREEMENT

NOW, THEREFORE, the Parties agree that the Agreement is 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 rendered within the term of the agreement and completed no later than December 18, 2026, following execution of this Amendment by both parties.
2. Consultant's sole compensation for the satisfactory performance of all services required or rendered pursuant to this First Amendment shall be a total fee not to exceed \$52,500, paid on time and materials basis in accordance with the schedule of fees contained in **Attachment A**.
3. 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.
4. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement, dated June 25, 2018, shall remain in full force and effect.

[Signatures follow on the 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: _____
Francisco V. Magos II, PE, MBA,
QSD
Assistant Director
Capital Projects Department

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: ^{Signed by:} a. Christine C. Charitar 6
Christine C. Charitar
Deputy City Attorney

ATTEST:
AMY K. ALLER
Interim City Clerk

By: _____
Deputy Date

CITY:
City of Fresno
Attention: Armando Cervantes
Project Manager
Address: 747 R Street, 2nd Floor
Fresno, CA 93721
Phone: (559) 621-8687
E-mail: Armando.Cervantes@fresno.gov

Brooks-Ransom Associates,
A California Corporation

By: 

Name: Scott Carter

Title: Principal/CEO
(If corporation or LLC., Board
Chair, Pres. Or Vice Pres.)

By: 

Name: Nathan Miller

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

REVIEWED BY:

^{Signed by:} 

Johnny Hernandez
Senior Management Analyst
Capital Projects Department

CONSULTANT:
Brooks-Ransom Associates
Attention: Scott Carter
Address: 7415 N. Palm Ave., Suite 100
Fresno, CA 93711
Phone: (559) 449-8444
E-mail: Scott@brooksransom.com

Attachments: Attachment A – Additional Scope of Services

Attachment A

ADDITIONAL SCOPE OF SERVICES

Consultant Service First Amendment to Agreement between City of Fresno (City) and Brooks-Ransom Associates, Inc., (Consultant)

City of Fresno Garage 8 High Priority Repairs Project

Scope of Work

Additional Scope of Services includes but is not limited to: The Consultant shall provide structural inspection, evaluation, and design services to support the permanent remediation of High Priority Repair items at Garage 8, located at 1077 Van Ness, Fresno, CA 93721. This includes performing detailed structural inspections and evaluations of the damaged ceiling deck in the southern wing of the green level (upper level) of the garage to determine the extent and cause of the damage, developing recommendations for permanent repairs, and preparing code-compliant construction documents required for permitting and construction. Additionally, the Consultant shall conduct structural inspections and evaluations at Parcel Number (APN) 466-240-08, located at 1045 Van Ness Avenue, to determine the cause of concrete spalls and other apparent damage affecting the City's Garage 8 structure on the adjacent parcel (APN 466-220-01T), and shall provide findings and recommendations based on those evaluations

Construction Document Phase

Services Rendered shall include, but are not limited to:

1. Structural inspection and evaluation of the damaged ceiling deck at the southern wing of the green level (upper level).
2. Preparation of structural engineering and construction documents including calculations, specification sections and drawings.
 - a. Technical specifications shall confirm with current Construction Specifications Institute (CSI) standards and format
3. Responses to City Planning and Development Department comments on permit applications to obtain necessary approvals and permit issuance
4. Two (2) meetings to review and discuss design goals, progress, and complete construction documents.

Construction and Contract Administration Phase

Services Rendered shall include, but are not limited to:

1. Review and approval of contractor's schedule, RFI's, and submittals
2. Review of shop drawings and submittals
3. Preparation of as-built drawings from contractor-maintained field drawings

4. Construction observation site visits (one during construction, and one final inspection after construction completion)
5. Preparation of Final Inspection Report

Compensation

Compensation for all services described above will be based on a percentage of the construction costs. Fees will be billed monthly in accordance with work completed.

First Amendment Compensation

Part 3: Construction Document Phase (86%)	\$45,150.00
Part 5: Construction and Contract Administration Phase (14%)	\$7,350.00
TOTAL PROFESSIONAL SERVICES FEE	\$52,500.00

Original Contract Amount

Part 1: Schematic Design Phase (25%)	\$14,100.00
Part 2: Design Development Phase (20%)	\$11,280.00
Part 3: Construction Document Phase (35%)	\$19,740.00
Part 3: Bid Support Phase (10%)	\$5,640.00
Part 4: Construction and Contract Administration Phase (10%)	\$5,640.00
TOTAL PROFESSIONAL SERVICES FEE	\$56,400.00

Total Amended Contract Amount: \$108,900.00

Schedule

Time allotted for each phase is summarized below.

Part 3: Construction Document Phase	42 Calendar Days
Part 5: Construction Phase Assistance	No defined duration

SCHEDULE OF FEES

Engineering Services

President	- \$275 per hour
Principal	- \$225 per hour
Associate	- \$160 per hour
Project Manager	- \$135 per hour
Staff Engineer	- \$110 per hour
Draftsman	- \$105 per hour
Intern	- \$75 per hour
Administration	- \$137 per hour
Miscellaneous Services: (When authorized for reimbursement)	
Mileage – per mile	- 1.00 per mile