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SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Second Amendment) made and entered into as of this 23rd day of May 2024, amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and Arcadis, a California Partnership, formerly IBI Group, a California Partnership (Consultant).

RECITALS

WHEREAS, City and Consultant entered into an Agreement dated April 28, 2022, for CONSULTANT SERVICES (Agreement); and

WHEREAS, City and Consultant entered into a First Amendment dated March 12, 2024, to extend the agreement an additional 91 days, to June 30, 2024; and

WHEREAS, Consultant has completed the majority of the Agreement; and

WHEREAS, City and Consultant now desire to modify the scope of work herein by requiring additional services, increasing monetary compensation by $52,670 for a total contract value of $302,670, and to extend the Agreement an additional three months to September 30, 2024; and

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

AGREEMENT

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

1. The recitals to this Second Amendment are incorporated and made a part of the Agreement.

2. Consultant shall provide additional services as described in Attachment A, attached hereto and incorporated herein by reference. Such additional services shall be completed within the term of the Agreement and completed no later than September 30, 2024.

3. City shall extend the agreement by adding three months, allowing additional time to complete the project no later than September 30, 2024.

4. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Second Amendment is not modified from the original agreement.

5. 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

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the parties, provided for within the body of this Second Amendment, shall be null and void.

6. Except as otherwise provided herein, the Agreement entered into by City and Consultant, dated April 28, 2022, and amended on March 12, 2024, 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 California municipal corporation

By: _____
Scott Mozier, PE
Director
Public Works Department

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: DocuSigned by: Jennifer M. Wharton 9/9/2024
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Jennifer M. Wharton Date
Deputy City Attorney

Arcadis, a California Partnership

By: DocuSigned by: Steve Schibuola
0BCF1300612A4F2...

Name: Steve Schibuola

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

By: DocuSigned by: Tapas Dutta
153450FFB7CA4D8...

Name: Tapas Dutta

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

REVIEWED BY:

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
Fresno, CA 93721
Phone: (559) 621-8674

CONSULTANT:
Arcadis, a California Partnership
Attention: Cristina Martinez,
Project Manager
537 South Broadway, Suite 500
Los Angeles, CA 90013
Phone: (213) 769-0011

Attachment: Attachment A

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Attachment A

ADDITIONAL SCOPE OF SERVICES
Consultant Service Second Amendment to Agreement between City of Fresno (City) and Arcadis, a California Partnership formerly IBI Group, a California Partnership (Consultant)

South Central Fresno Assembly Bill 617 (AB 617) Community Truck Reroute Study Additional Scope of Services includes, but is not limited to:

The goals of the additional scope and fee are to:

- Create additional opportunities for stakeholder to learn more about the project and share key project findings/recommendations.
- Provide additional opportunities for stakeholders to provide feedback on project recommendations.
- Allow additional time between sharing recommendations and finalizing the study for community feedback.
- Allow incorporation of additional community feedback into the final revision of the study.
- Recover the costs of revision of the existing conditions deliverable due to public review of the document that was not included in the original scope but conducted as part of the study's Task 3.

The deliverables are described under the relevant task of the original contract as follows:

Deliverables	**Schedule**
Task 1 – Project Management • Continuation of monthly project meetings with the project development team.	• To end of contract amendment
Task 2 – Outreach and Engagement • Translation of Task 5 Implementation Strategies report • Three (3) additional community meetings (two in- person and one virtual), including coordination, preparation, materials (and translation of materials), and travel/attendance of consultant staff. As much as possible, in-person meetings will be coordinated with existing community events. • Preparation of a bilingual 2-page flyer to promote the release of the Task 5 report, including an overview of the study, highlighting key findings and recommendations in a high-visual style	• Translation provided within 2 weeks of receiving document • Community meetings would occur during the 3-week public comment period of the Task 5 report • 2-page flyer to align with release of the Task 5 report
Task 3 – Existing Conditions Report • Revised Existing Conditions Report	• Delivered and posted on the City website August 2023

The cost estimate for the services described above is on next page.

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COST ESTIMATE - LABOR HOURS AND FEE

		Arcadis (Prime)								Katherine Padilla & Associates (Subconsultant)	Project Totals
	Title	Principal-in-Charge	Project Manager	Planning Lead	Planning Support	Engineering Support	Graphic Design	Arcadis		KPA	
	Staf	Tapas Dutta	Cristina Martinez	Eric Tunell	Brooke Acosta	Liane Reyes De Leon	Staff				
	f Billing Rate	$260.00	$105.00	$100.00	$80.00	$85.00	$95.00	Hours	Fees	Fees	Fees
	Task Description										
Task 1	**Project Management**										
	Monthly Project Management Meetings	0	4	0	0	0	0	4	$420	$0	$420
	SUBTOTAL	**0**	**4**	**0**	**0**	**0**	**0**	**4**	**$420**	**$0**	**$420**
Task 2	**Outreach and Engagement**										
	Translation of Task 5 report document	0	0	0	0	0	0	0	$0	$3,000	$3,000
	3 Additional Community Meetings	0	24	0	28	20	40	112	$10,260	$22,000	$32,260
	Draft Study Promotional Material	0	0	0	0	0	0	0	$0	$2,960	$2,960
	SUBTOTAL	**0**	**24**	**0**	**28**	**20**	**40**	**112**	**$10,260**	**$27,960**	$38,220
Task 3	**Existing Conditions Report**										
	Revised Existing Conditions Report	0	24	32	48	12	0	116	$10,580	$0	$10,580
	SUBTOTAL	**0**	**24**	**32**	**48**	**12**	**0**	**116**	**$10,580**	**$0**	$10,580
	Total Project Person Hours	**0**	**52**	**32**	**76**	**32**	**40**	**232**	**$21,260**	**$27,960**	
	Total Project Fees	$0	$5,460	$3,200	$6,080	$2,720	$3,800				**$49,220**
	DIRECT COSTS										
	Travel and Mileage										$2,150
	Interpretation										$1,000
	Meeting materials, printing, refreshments										$300
	TOTAL PROJECT COST										**$52,670**