

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 AECOM Technical Services, Inc., a California corporation (Consultant).

RECITALS

WHEREAS, the City and the Consultant entered into a Consultant Services Agreement on June 10, 2022 (Agreement), to provide professional engineering services for wellhead treatment improvements at Pump Station 101A (Project), for a total fee not to exceed \$233,200, paid on a time and materials basis, and a contingency amount not to exceed \$20,000; and

WHEREAS, the City and the Consultant entered into the First Amendment to the Agreement on December 31, 2024, to extend the term of the Agreement to December 31, 2026, at no additional cost; and

WHEREAS, additional engineering services have become necessary to revise the final plans by updating instrumentation requirements and shifting responsibility for procurement of the wellhead treatment facilities from an owner furnished, contractor installed approach to a contractor furnished and installed approach; and

WHEREAS, the City and the Consultant now desire to enter into this Second Amendment to modify the scope of services for a fee not to exceed \$32,463 paid on a time and materials basis in accordance with the updated schedule of fees contained in **Exhibit A-1** attached hereto, increasing the total contract to an amount not to exceed \$265,663 with a contingency amount not to exceed \$20,000; and

WHEREAS, the City and the Consultant desire to extend the term of the Agreement to December 31, 2028, to complete the project; and

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

AGREEMENT

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

1. The Consultant shall provide additional services as described in **Exhibit A-1**, attached hereto and incorporated herein by reference.
2. The Term of the Agreement shall be extended through December 31, 2028.
3. 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 \$32,463, paid on time and material basis.
4. Such additional services shall be completed by December 31, 2028, following execution of this Second Amendment by both parties.

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 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 June 10, 2022, remains 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

AECOM Technical Services, Inc.,
a California corporation

By: _____
Francisco V. Magos II, PE
Assistant Director
Capital Projects Department

By: Eric Garibay

Name: Eric Garibay

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

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: Sukhman Sekhon
Sukhman S. Sekhon Date
Deputy City Attorney

By: Daniel Cronquist

Name: Daniel Cronquist

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

ATTEST:
TODD STERMER, MMC
City Clerk

REVIEWED:

By: _____
Deputy Date

By: _____
Sarah Lambeth
Senior Management Analyst
Capital Projects Department

Addresses:

CITY:
City of Fresno
Attention: Anita Luera
Project Manager
747 R Street, 2nd Floor
Fresno, CA 93721
Phone: (559) 621-8834
E-mail: anita.luera@fresno.gov

CONSULTANT:
AECOM Technical Services, Inc.
Attention: Eric Garibay, PE
Senior Engineer
8050 N Palm Avenue, Suite 355
Fresno, CA 93711
Phone: (559) 448-8222
E-mail: eric.garibay@aecom.com

Attachment: Exhibit A-1

Exhibit A-1

ADDITIONAL SCOPE OF SERVICES

Consultant Service Second Amendment to Agreement between City of Fresno (City) and
AECOM Technical Services, Inc. (Consultant)

SCOPE OF WORK

Wellhead treatment improvements at Pump Station 101A additional scope of services includes plan revisions to address comments previously provided by the city and to shift responsibility for procurement of the wellhead treatment facilities from an owner furnished, contractor installed approach to a contractor furnished and installed approach, preparing plan sheets and technical specifications for the GAC and Manganese treatment vessels, and revising the instrumentation plans and details.

COMPENSATION

Consultant proposes to complete the Second Amendment scope of services on a time and material basis, for a total fee not to exceed the values below:

Second Amendment Compensation

Part 1: Project Management	\$0
Part 2: Initial Study CEQA and Permitting Assistance	\$0
Part 3: Planning and Engineering	\$0
Part 4: Plans, Specifications and EOPCC	\$27,795
Part 5: Advertising and Award Assistance	\$806
Part 6: Construction Phase Engineering Services	\$1,701
Part 7: Prepare SWRCB-DDW OP Plans + Assist with Startup and Closeout	\$2,161
TOTAL PROFESSIONAL SERVICE FEE	\$32,463

First Amendment Compensation

Professional services fee per First Amendment (Time Extension Only)	\$0,000
TOTAL PROFESSIONAL SERVICE FEE	\$0,000

Original Contract Amount

Part 1: Project Management	\$9,800
Part 2: Initial Study CEQA and Permitting Assistance	\$22,600
Part 3: Planning and Engineering	\$32,300
Part 4: Plans, Specifications and EOPCC	\$107,000
Part 5: Advertising and Award Assistance	\$17,500
Part 6: Construction Phase Engineering Services	\$22,000
Part 7: Prepare SWRCB-DDW OP Plans + Assist with Startup and Closeout	\$22,000
TOTAL PROFESSIONAL SERVICE FEE	\$233,200

TOTAL AMENDED CONTRACT AMOUNT:	\$265,663
With a remaining contingency amount not to exceed:	\$20,000

SCHEDULE

Agreement Expiration

December 31, 2028

AECOM FEE SCHEDULE FOR PROFESSIONAL SERVICES EFFECTIVE SEPTEMBER 25, 2025

Engineers, Planners, Architects, Scientists:

Intern	\$ 70.00 per hour
Technician	\$ 100.00 per hour
Assistant Engineer I	\$ 110.00 per hour
Assistant Engineer II	\$ 125.00 per hour
Associate Engineer I	\$ 140.00 per hour
Associate Engineer II	\$ 165.00 per hour
Senior Engineer I	\$ 185.00 per hour
Senior Engineer II	\$ 210.00 per hour
Principal Engineer	\$ 255.00 per hour
Specialty Principal Structural Engineer	\$ 325.00 per hour
Specialty Principal Civil Engineer	\$ 300.00 per hour
Specialty Principal Electrical Engineer	\$ 325.00 per hour
Specialty Principal Process Engineer	\$ 335.00 per hour

Construction Administration Personnel:

Resident Project Representative	\$ 145.00 per hour
Senior Resident Project Representative	\$ 190.00 per hour
Resident Engineer	\$ 220.00 per hour
Construction Services Manager	\$ 250.00 per hour

Technical Support Staff:

Clerical/General Office	\$ 90.00 per hour
Administrative Specialist	\$ 120.00 per hour
Drafter/CADD Technician	\$ 100.00 per hour
Assistant CADD Operator	\$ 120.00 per hour
Designer/CADD Operator	\$ 140.00 per hour
Senior Designer/Design CADD Operator	\$ 150.00 per hour
Design/CADD Supervisor	\$ 190.00 per hour

Direct Project Expenses

Other Reproduction (8 1/2 x11 / 11x17 Color)	\$1.15 / 1.50 per page
Plan Sheet Printing - In House Bond/Vellum/Mylar	\$3.00/4.00/7.00 per sheet
Subcontracted Services/Reproduction	Cost + 15%
Subcontracted or Subconsultant Services	Cost + 10%
Auto Mileage for Construction Phase Services	IRS rate per mile
Travel & Subsistence (other than mileage)	Cost
Miscellaneous Materials	Cost + 15%

Fee schedule is subject to change annually based on California Consumer Price Index.

Fee Schedule is subject to change annually, upon mutual agreement. Rates for additional classifications not identified above will be submitted to the City for approval prior to work on task order.