

### **THIRD AMENDMENT TO AGREEMENT**

THIS THIRD AMENDMENT TO CONSULTANT AGREEMENT (Amendment) effective as of \_\_\_\_\_, amends the Consultant Agreement (Agreement) between the CITY OF FRESNO a California municipal corporation (City), and Ericsson-Grant, Inc., a California corporation (Consultant) entered into on January 8, 2021, to provide Consulting services for California Environmental Quality Act (CEQA) Environmental Assessment for the Regional Wastewater Reclamation Facility Renewable Natural Gas Pipeline Project (Project);

#### **RECITALS**

WHEREAS, the City and the Consultant entered into an Agreement dated January 8, 2021, (Agreement) to provide professional Consulting services for the CEQA Environmental Assessment for the Regional Wastewater Reclamation Facility Renewable Natural Gas Pipeline Project (Project); for a total fee not to exceed \$29,320 paid on a time and materials basis, and a contingency amount not to exceed \$15,000; and

WHEREAS, the City and the Consultant entered into a First Amendment to the Agreement dated December 21, 2022, to extend the term of the Agreement from December 31, 2022, to the earlier of complete rendition of services or December 27, 2023, without changing the overall compensation of the Agreement; and

WHEREAS, the City and the Consultant entered into a Second Amendment to the Agreement dated October 30, 2023, to further expand the scope of services and to ensure all applicable laws pertaining to CEQA had not changed, for a revised contract value not to exceed \$34,270 paid on a time and materials basis, as well as a remaining contingency amount not to exceed \$15,000, and to extend the Agreement to December 31, 2026; and

WHEREAS, additional Consulting services have become necessary to provide a pre-construction site walk, Biological Assessment, and respond to multiple rounds of edits on the Environmental Assessment; and

WHEREAS, the City and the Consultant now desire to enter into this Third Amendment to the Agreement to increase the Scope of Work as set forth in **Exhibit A**, attached hereto; and

WHEREAS, the City desires to increase the Consultant's compensation by an amount not to exceed \$27,395, paid on a time and materials basis in accordance with the updated schedule of fees contained in **Exhibit B**, attached hereto, for a revised contract value not to exceed \$61,665, and increase contingency by an amount not to exceed \$5,000, for a total revised contingency amount not to exceed \$20,000; and

WHEREAS, the City and the Consultant desire to extend the Agreement to December 31, 2027; and

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

## **AGREEMENT**

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

1. Consultant shall provide additional services as described in **Exhibit A**, attached hereto and incorporated herein by reference. These services shall be in addition to the Scope of Services already agreed to in the Agreement dated January 8, 2021, and the Second Amendment dated October 30, 2023.

2. The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to the Agreement shall be an amount not exceed \$61,665, and a contingency amount of \$20,000, paid on a time and material basis in accordance with the updated schedule of fees contained in **Exhibit B** attached hereto and incorporated herein by reference. Such fees include all expenses incurred by the Consultant in performance of said services.

3. The Term of Agreement is extended to December 31, 2027.

4. In the event of any conflict between the body of this Amendment and any exhibit or attachment hereto, the terms and conditions of the body of this 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 two Parties, provided for within the body of this Amendment, shall be null and void.

5. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant on January 8, 2021, the First Amendment to the Agreement entered into by the City and the Consultant on December 21, 2022, and the Second Amendment to the Agreement entered into by the City and the Consultant on October 30, 2023, remain in full force and effect.

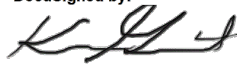
[Signatures follow on the next page.]

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

CITY OF FRESNO,  
A California municipal corporation

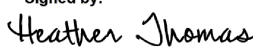
Ericsson-Grant, Inc.,  
a California Corporation

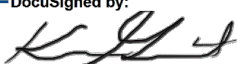
By: \_\_\_\_\_  
FRANCISCO V. MAGOS II, PE,  
MBA, QSD  
Assistant Director  
Capital Projects Department

DocuSigned by:  
  
By: \_\_\_\_\_  
2BDA52B4FDB014A0...  
Name: Kevin Grant

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

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

Signed by:  
  
By: \_\_\_\_\_ 12/4/2025  
62C6B184A83542A...  
Heather Thomas Date  
Deputy City Attorney

DocuSigned by:  
  
By: \_\_\_\_\_  
ZBBA52D4FDB014A0...  
Name: Kevin Grant

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

ATTEST:  
TODD STERMER, CMC  
CITY Clerk

By: \_\_\_\_\_  
Deputy Date

Addresses:  
CITY:  
City of Fresno  
Attention: Justin Chan  
Licensed Professional Engineer  
1626 E Street  
Fresno, CA 93706  
Phone: (559) 621-1609  
FAX: (559) 498-4126

CONSULTANT:  
Ericsson-Grant Inc.  
Attention: Kevin Grant  
Principal  
2229 W. Fir Avenue  
Fresno, CA 93711  
Phone: (858) 353-7073  
FAX: (550) 501-0219

## **Exhibit A**

### **ADDITIONAL SCOPE OF SERVICES Consultant Service Agreement between City of Fresno (“City”) and Ericsson-Grant, Inc., (“Consultant”)**

#### **CEQA Environmental Assessment for the Regional Wastewater Reclamation Facility Renewable Natural Gas Pipeline**

### **SCOPE OF WORK**

The additional scope of services will include:

1. **Biological Assessment**

A Biological Assessment will be prepared for the pipeline alignment. This will include a Literature Review and Field Survey. The Literature Review will include a query of pertinent natural resources databases (public and commercial) to determine the special status species or resources (animals and plants) potentially present. The species potentially present in the region will be researched to determine known habitat preferences, locations, and known records. This information will be used during a field survey to identify whether any habitat components are present to support any special status species. The field survey will be conducted by walking the proposed site looking for site conditions (habitat, vegetation cover, animal tracks, etc.,) and will characterize the habitats. The survey will identify any areas of suitable habitat for sensitive plant and wildlife species that may or may not require focused wildlife surveys. If special-status species are detected, occurrences will be documented using a Global Positioning System (GPS) device. During the survey, the biologist will document features potentially under the jurisdiction of the U.S. Army Corps of Engineers (USACE), State Water Resources Control Board (SWRCB), or CDFW.

2. **Revise MND & Incorporating Biological Assessment**

Consultant will incorporate the findings of the Biological Assessment into the Initial Study Mitigated Negative Declaration (IS/MND) and revise the discussion and analysis accordingly. Mitigation measures will also be added if needed. Consultant will remove all references to the City of Fresno’s Programmatic Environmental Impact Report (PEIR).

3. **Responding To Edits**

Consultant will respond to revisions and edits requested by the City Attorney’s Office (CAO).

4. **Pre-Construction Site Walk**

Prior to commencement of construction, Consultant’s biologist will perform a site walk of the pipeline alignment and adjacent areas. The site walk will note any areas which appear to be sensitive or require setbacks due to the potential for nesting birds in nearby shrubs. A report will be provided summarizing the findings

of the site walk and any necessary recommendations to implement prior to beginning construction.

**COMPENSATION**

**Third Amendment Compensation**

Task 1 – Biological Assessment	\$8,595
Task 2 – Revise MND & Incorporating Biological Assessment	\$6,300
Task 3 – Responding To Edits	\$6,000
Task 4 – Pre-Construction Site Walk	\$6,500
<b>TOTAL PROFESSIONAL SERVICE FEE</b>	<b>\$27,395</b>

**Second Amendment Compensation**

Task 1 – Site Visit, with ISMND Revisions As Needed	\$4,950
<b>TOTAL PROFESSIONAL SERVICE FEE</b>	<b>\$4,950</b>

**First Amendment Compensation**

Time Only Extension	
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**Original Contract Amount**

Professional services fee per original contract	\$29,320
<b>TOTAL PROFESSIONAL SERVICE FEE</b>	<b>\$29,320</b>

<b>TOTAL AMENDED CONTRACT AMOUNT:</b>	<b>\$61,665</b>
	With a contingency amount not to exceed
	<b>\$20,000</b>