

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this _____ day of _____, 2025, (Effective Date) 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 Consultant entered into an agreement on June 10, 2022, (Agreement) to provide professional engineering services for Design of Emergency Backup Generators at Pump Stations 154, 158, and 163 (Project); and

WHEREAS, the Agreement is effective in full force through the earlier of complete rendition of the services, or December 31, 2024; and

WHEREAS, the City and the Consultant entered into the First Amendment to Agreement on December 11, 2024, to extend the term of the Agreement to June 30, 2025, to allow the Consultant to complete the scope of work; and

WHEREAS, City and Consultant now desire to update the schedule of fees contained in Attachment A attached hereto, with no increase in the total contract amount and contingency.

WHEREAS, the City and the Consultant desire to extend the Agreement to June 30, 2027; and

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

AGREEMENT

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

1. The recitals to this Amendment are incorporated and made a part of the Agreement.
2. The Term of Agreement is extended to June 30, 2027, and Time for Performance is increased by 730 consecutive calendar days.
3. Section 3(a) of the Agreement is amended as follows:

“Compensation.

(a) The Consultant’s sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed one hundred forty thousand five hundred dollars (\$140,500), paid on a time and materials basis in accordance with the schedule of fees contained in **Exhibit A-1**, and a contingency amount not to exceed twenty-eight thousand one hundred dollars (\$28,100) for any additional work rendered pursuant to Subsection (c) below and authorized in writing by the Director.”

4. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant on June 10, 2022, remains in full force and effect.

[Signatures appear 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

AECOM Technical Services Inc.,
a California Corporation

By: _____
Paul Amico, PE,
Interim Director of Public Utilities

DocuSigned by:
Eric Garibay 8/12/2025
6E102010E20140F...

Name: Eric Garibay
Managing Engineer

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

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: *Brent Richardson* 8/12/2025
538D38920F11455
Brent Richardson Date
Deputy City Attorney

DocuSigned by:
Daniel Cronquist 8/12/2025
8C47FC4445B543A...

Name: Daniel Cronquist
Department Manager

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

ATTEST:
TODD STERMER, MMC
CITY Clerk

By: _____
Date

Addresses:
CITY:
City of Fresno
Department of Public Utilities
Attention: Joseph De George
Project Manager
1626 E Street
Fresno, CA 93706
Phone: (559) 621-1619
E-mail: joseph.degeorge@fresno.gov

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

Exhibit A-1
AECOM
FEE SCHEDULE FOR PROFESSIONAL SERVICES
Effective October 1, 2024

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 client for approval prior to work on task order.

If authorized by the Client, an overtime premium multiplier of 1.5 may be applied to the billing rate of hourly personnel who work overtime to meet a deadline which cannot be met during normal business hours.

Invoices will be rendered monthly. Payment is due upon presentation. A late payment finance charge of 1.5% per month (but not exceeding the maximum rate allowable by law) will be applied to any unpaid balance commencing 30 days after the date of the original invoice.