

#### **FOURTH AMENDMENT TO AGREEMENT**

THIS FOURTH AMENDMENT TO AGREEMENT (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 ELECTRICAL POWER SYSTEMS, INC., a California corporation (Consultant).

#### **RECITALS**

WHEREAS, City and Consultant entered into an agreement, dated October 26, 2018, (Agreement) to provide professional engineering services for the Design of Substation Expansion at the Regional Wastewater Reclamation Facility Project, for a total fee of \$177,003, and a contingency amount not to exceed \$10,000; and

WHEREAS, the First Amendment to the Agreement was executed on December 18, 2020, to expand the Consultant's scope of services to include consultation services to determine potential utility conflicts related to the City's Solar Energy Project and increase monetary consideration in the amount of \$5,000 for a total contract value of \$182,003, and a remaining contingency amount not to exceed \$5,000; and

WHEREAS, the Second Amendment to the Agreement was executed on June 10, 2022, to expand the Consultant's scope of services to include design work related to the intertie between the City's existing Substation Expansion Project and Solar Energy Project and increase monetary consideration in the amount of \$20,242 for a total contract value of \$202,245, and no remaining contingency; and

WHEREAS, the Third Amendment to the Agreement was executed on June 4, 2024, to expand the Consultant's scope of services to include design work related to coordination with PG&E on load testing, relay setting, and commissioning between the Substation Expansion Project and the Solar Energy Project and increase monetary consideration in the amount of \$49,076 for a total contract value of \$251,321, and no remaining contingency; and

WHEREAS, additional engineering services have become necessary for additional coordination with City's Solar Energy Project in response to PG&E's requests for Primary Service (PS-1) information, Transmission Generation Entities (G5) and Pre-Parallel Inspections (PPI), provide PG&E's required Current Transformer (CT) Testing on both the existing and new substation transformers, relay and electronic trip unit setting for the emergency feed and Photovoltaic (PV) breaker, and assistance during PG&E's witness testing on the new circuit switcher; and

WHEREAS, City and Consultant now desire to enter into this Fourth Amendment to the Agreement to increase the scope of work and increase monetary consideration in the amount of \$100,207, paid on a time and materials basis in accordance with the updated schedule of fees contained in Attachment A attached hereto, increasing the total contract to an amount not to exceed \$351,528, paid on a time and materials basis, and no additional contingency.

#### **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. Consultant shall provide additional services as described in **Attachment A**, attached hereto and incorporated herein by reference. Such additional services shall be completed within 90 calendar days from issuance of Notice to Proceed but no later than July 30, 2025, following execution of this Amendment by both parties.

2. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be an amount not to exceed \$100,207, paid on a time and materials basis.

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

4. Except as otherwise provided herein, the Agreement entered into by City and Consultant, dated October 26, 2018, remains 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 municipal corporation

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

ATTEST:  
TODD STERMER, CMC  
City Clerk

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

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By: Kristi M. Costa 4/7/25  
Date  
Senior Deputy City Attorney  
*Supervising*

Addresses:  
CITY:  
City of Fresno

Attention: Samuel C. Nadores, PE  
Licensed Professional Engineer  
747 R Street Fresno, CA 93721  
Telephone No. 559-621-8838

Electrical Power Systems, Inc.,  
a California corporation

By: \_\_\_\_\_

Name: ABDUR REHMAN

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

By: \_\_\_\_\_

Name: ABDUR REHMAN

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

REVIEWED BY:

Sarah Lambeth  
Sarah Lambeth  
Senior Management Analyst  
Capital Projects Department

CONSULTANT:  
Electrical Power Systems, Inc.  
Attention: Abdur Rehman, PE  
President  
2187 Herndon Ave. Suite 102  
Clovis, CA 93611  
Telephone No. (559) 221-7230  
FAX: (559) 221-0507

Attachment: Attachment A

## Attachment A

### ADDITIONAL SCOPE OF SERVICES

Consultant Service Fourth Amendment to Agreement between City of Fresno and Electrical Power Systems Inc.

Design of Substation Expansion at the Regional Wastewater Reclamation Facility (RWRF)  
Additional Scope of Services includes the following tasks:

#### Task I

1. Coordination with the City's Solar Energy Project in response to PG&E's request for:
  - a. Primary Service (PS-1) information;
  - b. Energization and Synchronization Requirements for Transmission Generation Entities (G5);
  - c. Pre-Parallel Inspections (PPI);
  - d. PG&E circuit switcher witness testing.
2. Attendance at weekly Solar Energy Project expediting meetings.

#### Task II

1. Assist in the implementation of an interim protective relay monitoring system.
2. Provide a white paper analysis of long term Supervisory Control and Data Acquisition (SCADA) solution for Foreseer.

#### Task III

1. Compile required maintenance documentation for the Substation systems.
2. Update electrical drawings.
3. Assemble manuals and Original Equipment Manufacturer (OEM) drawings.

#### Task IV

1. Provide PG&E required Current Transformer (CT) Testing on both new and existing substation transformers.

#### Task V

1. Relay and Electronic Trip Unit setting for emergency feed and RWRF Photovoltaic (PV) breaker.

## COMPENSATION

Electrical Power Systems, Inc., to complete the Fourth Amendment scope of services on a time and materials basis for a total fee not to exceed the values below:

### Fourth Amendment Compensation

Task I – Project and PG&E Coordination	\$ 55,745.00
Task II – Study for Replacement SCADA	\$ 17,256.00
Task III – Maintenance Documentation	\$ 8,002.00
Task IV – Transformer Testing	\$ 9,084.00
Task V - Relay and Electronic Trip Unit Setting	\$ 10,120.00
<b>TOTAL PROFESSIONAL SERVICES FEE</b>	<b>\$100,207.00</b>

### Third Amendment Compensation

Protection Designs and Coordination of PG&E Required Load Tests	\$ 49,076.00
<b>TOTAL PROFESSIONAL SERVICES FEE</b>	<b>\$ 49,076.00</b>

### Second Amendment Compensation

Design of Substation and Solar Energy Project Intertie	\$ 20,242.00
<b>TOTAL PROFESSIONAL SERVICES FEE</b>	<b>\$ 20,242.00</b>

### First Amendment Compensation

Review of Solar Energy Project drawings	\$ 5,000.00
<b>TOTAL PROFESSIONAL SERVICES FEE</b>	<b>\$ 5,000.00</b>

### Original Contract Amount

Part 1 – Schematic Design – 15%	\$ 26,550.45
Part 2 – Design Development – 48%	\$ 84,961.44
Part 3 – Construction Documents – 16%	\$ 28,320.48
Part 4 – Bidding Phase – 5%	\$ 8,850.15
Part 5 – Construction and Contract Administration – 16%	\$ 28,320.48
<b>TOTAL PROFESSIONAL SERVICES FEE</b>	<b>\$177,003.00</b>

**Total Amended Contract Amount: \$351,528.00**

## SCHEDULE OF FEES

Electrical Power Systems, Inc. Standard Hourly Labor Rates Designation

Electrical Engineer	\$235.00
Senior Field Technician	\$230.00
Professional Engineer	\$220.00
Associate Engineer/EIT	\$200.00
Field Technician/Designer	\$160.00
Drafting Technician	\$122.00
Clerical	\$ 85.00

## SCHEDULE

Project Completion 90 calendar days from issuance of Notice to Proceed but no later than July 30, 2025, following execution of this Amendment by both parties.