

## SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into effect the 30<sup>th</sup> day of October, 2023, (Effective Date) amends the Agreement heretofore entered into between the CITY OF FRESNO, a California municipal corporation (City), and Ericsson-Grant, Inc., a California corporation (Consultant).

### RECITALS

WHEREAS, the City and the Consultant entered into an agreement on January 8, 2021, (Agreement) to provide Consulting services for the CEQA Environmental Assessment for the Regional Wastewater Reclamation Facility Renewable Natural Gas Pipeline project (Project); and

WHEREAS, the City and the Consultant amended the Agreement on December 21, 2022, to extend the Agreement to December 27, 2023, to complete Project; and

WHEREAS, the City and the Consultant desire to further expand the scope of services to include, but not be limited to, site visit to ensure the conditions haven't change since last performed in June 2021 and provide update analysis if necessary that the law of CEQA have not changes; and

WHEREAS, the City desires to increase the Consultant's compensation by \$4,950 to complete the amended scope of services for a revised total not to exceed \$49,270 including a contingency of \$15,000; and

WHEREAS, the City and the Consultant desire to extend the Agreement to December 31, 2026; and

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

### AGREEMENT

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

1. **Exhibit A** of the Agreement is amended to expand the scope of services as indicated in **Exhibit A2** attached hereto and incorporated herein by reference.


2. The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall not exceed \$49,270 paid on a time and material basis in accordance with the schedule of fees contained in **Exhibit A2**. Such fee includes all expenses incurred by the Consultant in performance of said services.

3. The Term of Agreement is extended to December 31, 2026, and Time for Performance is increased to 2183 consecutive calendar days

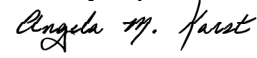
4. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant on January 8, 2021, remains in full force and effect.

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


CITY OF FRESNO,  
A municipal corporation

DocuSigned by:  
By:  10/27/2023  
058A517DB9DD42F...  
Brock D. Buche, PE, PLS  
Director of Public Utilities

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney


DocuSigned by:  
By:  10/13/2023  
0A8F86F869DD447...  
Angela M. Karst  
Senior Deputy City Attorney

ATTEST:  
TODD STERMER, CMC  
CITY Clerk

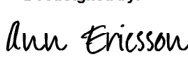
DocuSigned by:  
By:  10/30/2023  
2F1BC37F778C4E1...  
Deputy  
Tina M Your

Addresses:  
CITY:  
City of Fresno  
Attention: Patricia Diep  
Supervising Engineering Technician  
1626 E Street  
Fresno, CA 93706  
Phone: (559) 621-1609  
FAX: (559) 498-4126

Ericsson-Grant, Inc.,  
a California Corporation

DocuSigned by:  
By:  10/4/2023  
ZBBA5ZDAFD814A0...  
Name: Kevin Grant

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

DocuSigned by:  
By:  10/13/2023  
CDFD786EDB54499...  
Name: Ann Ericsson

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

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

## **Exhibit A2**

**SECOND AMENDMENT TO 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

### Overview Service

1. Site visit to ensure the conditions haven't changed since June of 2021
2. Update to analysis, verifying the conditions and the laws under CEQA have not changed or require additional analysis
3. Review and revision of documents as needed to include comments gathered following CITY review and meetings

**SCHEDULE OF FEE**

Director	\$250 per hour
Principal Consultant	\$250 per hour
Consultant	\$170 per hour
Consultant	\$170 per hour
Professional Engineer	\$210 per hour
Costs for Printing	(included in labor rates)
Mileage (\$/mi.)	\$0.58 per mile
Other Travel (hotel, meals, etc.)	(at direct cost - no markups)