

FIRST AMENDMENT TO AGREEMENT

THIS FIRST 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, the City and the Consultant entered into an agreement dated March 2, 2022, (Agreement) to provide professional engineering services for the design of plans and general construction contract documents for the Emergency Backup Generators at the B-Side Switchgear and Headworks Buildings at the Fresno-Clovis Regional Wastewater Reclamation Facility (RWRF) (Project) for a total fee not to exceed \$49,450, paid on a time and materials basis; and

WHEREAS, additional engineering services have become necessary to design a connection to the PG&E gas source and corresponding grading; and

WHEREAS, City and Consultant now desire to enter into this First Amendment to the Agreement to modify the Agreement to increase the scope of work and increase the monetary consideration for a fee not to exceed \$57,310, paid on a time and materials basis in accordance with the updated schedule of fees contained in Attachment A of the Agreement, increasing the total contract to an amount not to exceed \$106,760.

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 described in Attachment A, Task I shall be completed within **420 calendar** days following the execution of this Amendment by both parties. Such additional design services described in Attachment A, Task II shall be completed within **90 calendar** days following issue of a Notice to Proceed after 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 \$57,310, 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 March 2, 2022, 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

Electrical Power Systems, Inc.,
a California corporation

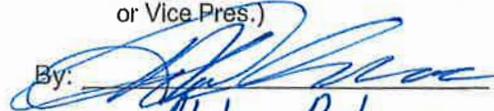
By: _____
FRANCISCO V. MAGOS II, PE,
MBA, QSD
Assistant Director
Capital Projects Department

By:  _____

Name: Abdur Rehman

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

ATTEST:
TODD STERMER, CMC
City Clerk

By:  _____

Name: Abdur Rehman

By: _____
Deputy Date

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

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

REVIEWED BY:

By:  3-10-25
Date
Daniel E. Casas
Senior Deputy City Attorney

Sarah Lambeth
Sarah Lambeth
Senior Management Analyst
Capital Projects Department

Addresses:
CITY:
City of Fresno

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

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

Attachment: Attachment A
Attachment B

Attachment A

ADDITIONAL SCOPE OF SERVICES

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

Additional engineering services for design of Emergency Backup Generators at the B-Side Switchgear and Headworks Buildings at the Regional Wastewater Reclamation Facility include the following:

TASK I- Project Management

- A. Project Management and Administration - Electrical Power Systems, Inc. (Consultant)
 - 1. Due to additional scope of services described in Task II below, continue with scope of services from the Original Contract, dated March 2, 2022, as described in Exhibit A, Section A.

TASK II- Construction Documents

- A. Mechanical Gas Piping Design Services - Lawrence Engineering Group (Subconsultant)
 - 1. Preparation of plans and technical specifications.
 - 2. Plan check submittal and backcheck approval.
 - 3. Bid consultation and review of material submittals.
 - 4. Project closeout and record drawings review.
 - 5. Construction site visits.
- B. Grading Plan - YCG Civil Engineering (Subconsultant)
 - 1. Topographic Survey
 - a. Provide field work and office calculations to produce a topographic survey on City of Fresno datum.
 - b. Provide a topographic map of the area within the subject property identified as "Limits of Survey" on attached Attachment B.
 - c. This survey will show the location and sizes of existing trees 6 inches and larger, structures, walkways, hardscape, fences, adjacent roadways, visible USA markings and visible above ground utilities within the project area. Field measurement of inverts of accessible and unobstructed visible catch basins, area drains, storm drain manholes and sanitary sewer manholes will be shown.
 - d. Contours will be shown at one (1) foot intervals or as appropriate to clearly define the slopes. Spot elevations collected by ground surveys, including finish floor elevations, if accessible, will be shown to an accuracy of 0.01' (one hundredth) of a foot. Heavily brushed areas will be defined at the perimeter.
 - 2. Initial Site Meeting
 - a. Meeting: Prior to the commencement of work, Subconsultant will discuss concepts, ideas, land use, and design to obtain a full understanding of the scope of work.
 - b. Site Visit and Existing Conditions Review: Along with the provided topographic survey drawings, the Subconsultant will visit the site to identify site constraints and

potential challenges to the development. The Subconsultant will also verify the topographic survey for any inconsistencies.

3. Construction Documents Phase

Based on the approved site plan, the Subconsultant will prepare construction documents for the grading and drainage of the new building.

- a. **Site Layout:** Provide a best fit of the provided site layout on the existing topographic survey to ensure constructability in the field.
- b. **Construction documents:** The following drawings will be provided as part of the construction document submittal to the County:
 - Civil Cover Sheet
 - Summary, Vicinity Map, FEMA notes
 - Construction Notes
 - General construction, grading, sewer, water, storm, monument preservation notes, etc.
 - Topographic Survey/Demolition Plan
 - Horizontal Control Plan/Materials Plan
 - Layout dimensions
 - Hardscape type/sections
 - Grading Plan and Drainage Plan
 - Utilize existing drainage patterns per City comments
 - Erosion Control Plan
 - Erosion prevention plan during construction
 - Construction Details
- c. **Specifications:** Prepare final technical specifications in CSI format for items included in our scope of work.
- d. **Engineers Cost Estimate:** Prepare an engineer's construction cost estimate and quantities for bidding.
- e. **Submittals:** Provide one (1) formal submittal package to the City for initial submittal and one (1) resubmittal to address City's comments.
- f. **Meetings and Coordination:** Up to five (5) hours of meetings and coordination with the City or reviewing agency.

COMPENSATION

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

First Amendment Compensation

Task I – Project Management	\$5,210.00
Task II – Construction Documents (Consultant):	
Mechanical Gas Piping Design (Subconsultant)	\$41,500.00
Grading Plan (Subconsultant)	\$10,600.00
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TOTAL PROFESSIONAL SERVICES FEE	\$57,310.00

Original Contract Amount

Professional services fee per original contract	\$49,450.00
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TOTAL PROFESSIONAL SERVICES FEE	\$49,450.00

Total Amended Contract Amount: \$106,760.00

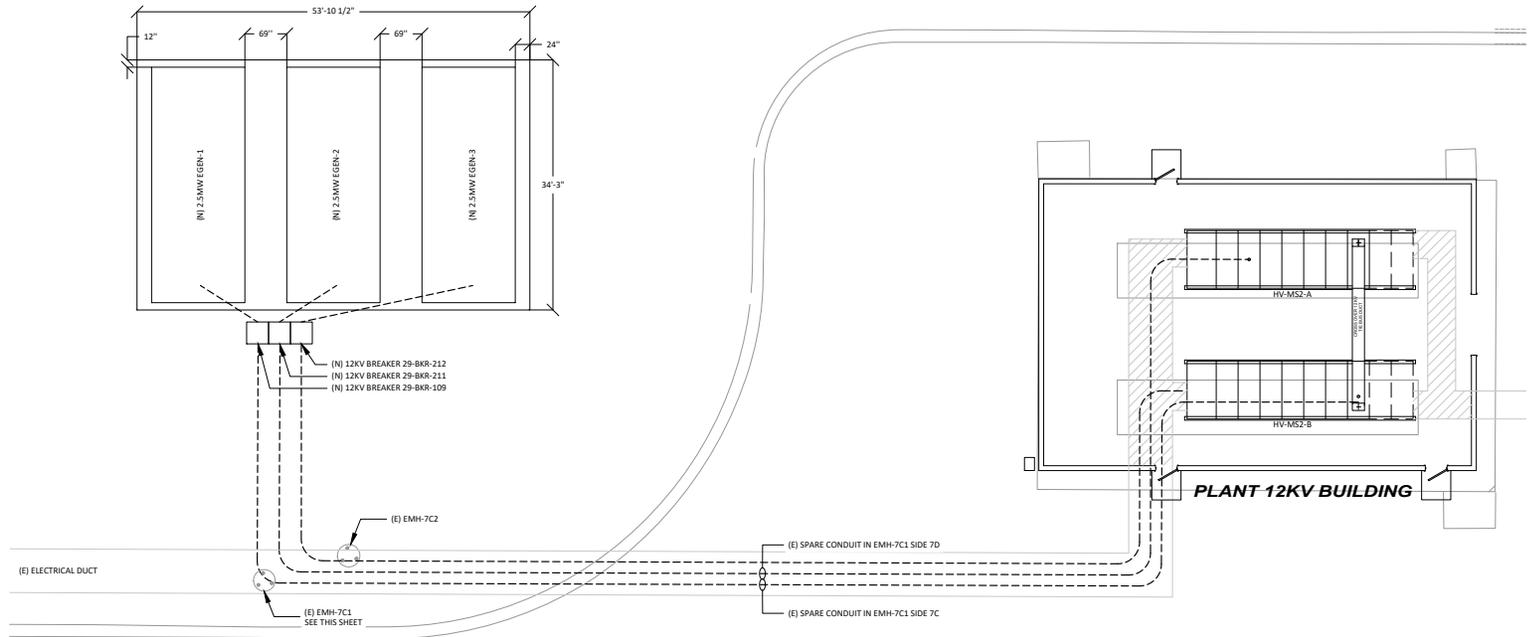
SCHEDULE OF FEES

Electrical Power Systems, Inc. Standard Hourly Labor Rates Designation	
Expert Research Testimony and Depositions	\$350.00
Principal Electrical Engineer	\$260.00
Professional Engineer	\$240.00
Senior Field Technician	\$230.00
Associate Engineer II	\$230.00
Associate Engineer I	\$220.00
E.I.T.	\$200.00
Field Technician/Designer/IT Programmer	\$180.00
Drafting Technician	\$140.00
Clerical	\$ 90.00
Subconsultant Services	At cost

SCHEDULE

Task I – Project Management	420 calendar days from Notice to Proceed
Task II – Construction Documents	90 calendar days from Notice to Proceed

Attachment B



0 4'-0" 8'-0" 16'-0"

12KV PLANT SITE PLAN

SCALE: 1/8" = 1'-0"

'EMH-7C1'

FROM 7D	③ ③ ③	③ ③ ③	FROM 7C
	③ ③ ③	③ ③ ③	
	③ ③ ③	③ ③ ③	
	③ ③ ③	③ ③ ③	
	③ ③ ③	③ ③ ③	

IDE PREVIENDAR P.E. CA EE 16581 ABDOU REHMAN P.E. CA EE 22009
 jpr@epsfsno.com abdur@epsfsno.com
 JOB: 1622044 DATE: MAR 2024
 FILE: E02-Site Plan
 PLOT: 4/18/2024 5:08 PM / 0.001.1
 DSGN: JPP DRAWN: WCH UPDATED: WCH

EPS IS RESPONSIBLE FOR ELECTRICAL SYSTEMS DESIGN ONLY. EPS IS NOT RESPONSIBLE FOR ELECTRICAL SAFETY WORK, PRECAUTIONS AND/OR USE OF REQUIRED PERSONAL PROTECTIVE EQUIPMENT. SEE WITH THE STANDARDS FOR ELECTRICAL SAFETY BY THE WORKMANS AND OSHA 29 CFR. CONTRACTOR MUST READ SPECIFICATIONS AND INSTALL MATERIAL AS PER SPECIFICATIONS AND/OR PLANS OR AS PER I.P.S. APPROVAL. PLANS AND SPECIFICATIONS ONLY APPLY TO THE PROJECT FOR WHICH THEY WERE CREATED.

ELECTRICAL POWER SYSTEMS INC.

PROFESSIONAL ENGINEERING
 2187 SUITE 102 HERNDON AVE
 CLOVIS, CA 93611
 P: (559) 251-7220

CITY OF
FRESNO
 REGIONAL WASTEWATER RECLAMATION FACILITY
 TECHNICAL SERVICES

**** 30 % DRAFT PLANSET ****

NOT TO BE USED FOR CONSTRUCTION

3-2.5MW 12KV EMERGENCY GENERATOR

SITE PLAN

TECHNICAL SERVICES

DRAWN BY: _____ SHEET NO. E02
 CHECKED BY: _____ X OF X
 DATE: _____
 SCALE: _____

PRELIMINARY DRAFT

NOT FOR CONSTRUCTION

FOR REVIEW & COMMENTS ONLY - EQUIPMENT PURCHASED FROM THIS DRAWING MUST BE ACCOMPANIED BY ELECTRICAL POWER SYSTEMS, INC. APPROVED SHOP DRAWINGS FOR THAT EQUIPMENT