

**SECOND  
AMENDMENT TO  
AGREEMENT**

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered the day of \_\_\_\_\_ (Effective Date), amends the Consultant Services Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and Provost & Pritchard Engineering Group, a California Corporation (Consultant).

**RECITALS**

WHEREAS, the City and the Consultant entered into a Consultant Services Agreement on September 12, 2024 (Agreement), to provide professional engineering services for The Leaky Acres Groundwater Recharge Facility Project (Project) for a total fee not to exceed \$310,567, paid on a time and materials basis; and

WHEREAS, the City and the Consultant entered into a First Amendment on October 17, 2025, for additional design services and increase in monetary consideration for a fee not to exceed \$99,945; and

WHEREAS, the Agreement excluded scope of service for Part Five. Construction Phase and General Construction Contract Administration; and

WHEREAS, the City and the Consultant now desire to enter into this Second Amendment to the Agreement to increase the scope of work to include Part Five and increase monetary consideration for a fee not to exceed \$71,000, paid on a time and materials basis in accordance with the schedule of fees contained in Exhibit A-2 attached hereto, increasing the total contract value to an amount not to exceed \$481,512, paid on a time and materials basis; and

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

**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. The Consultant's scope of work is modified as specified in **Exhibit A-2**.
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 \$71,000, paid on a time and materials basis in accordance with the schedule of fees contained in Exhibit A-2 attached hereto and incorporated herein by reference.
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 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 the City and the Consultant on September 12, 2024, 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 California municipal corporation

Provost & Pritchard Engineering Group,  
A California corporation

By: \_\_\_\_\_  
CASSIE SCHOLZ, PE  
Assistant Director  
Capital Projects Department

By:   
Name: Jeffrey Dorn

Title: Director of Operations  
(If corporation or LLC., Board  
Chair, Pres. or Vice Pres.)

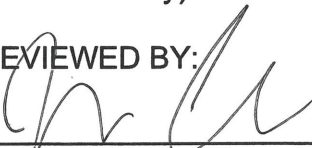
APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By:   
Name: Matthew W. Kemp

By:  3-24-2026  
Tricia Herrera Date  
Deputy City Attorney

Title: Chief Strategic Officer  
(If corporation or LLC., CFO.,  
Treasurer, Secretary or Assistant  
Secretary)

ATTEST:  
AMY K. ALLER  
Interim City Clerk

REVIEWED BY:   
Jordan Cattuzzo  
Senior Management Analyst  
Capital Projects Department

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

Addresses:  
CITY:  
City of Fresno  
Attention: Charles Masters , Engineer II  
747 R Street  
Fresno, CA Fresno, California 93721  
Phone: (559) 621-8835  
E-mail: Charles.Masters@fresno.gov

Provost & Pritchard Engineering Group  
Attention: Brian Ehlers, Principal  
Engineer  
455 West Fir Avenue  
Clovis, California 93611  
Phone: (559) 449-2700  
E-mail: behlers@ppeng.com

**EXHIBIT A2**  
**ADDITIONAL SCOPE OF SERVICES**  
**Consultant Service Second Amendment to Agreement between City of Fresno**  
**(City) and Provost & Pritchard Engineering Group, a California corporation**  
**(Consultant)**

Improvements to The Leaky Acres Groundwater Recharge Facility Project

**SCOPE OF WORK**

The additional scope of services includes:

**Part 5: Construction Phase and General Construction Contract Administration**

Part 5 scope of services includes construction administrative and observation services. This work will include:

1. Coordinating with Contractor and City to process paperwork associated with contract documents, including preparation of conformed plans and specifications.
2. Prepare for and attend pre-construction meeting with Contractor, sub-contractors, and City staff. Attend and participate in other virtual construction-related meetings with Contractor and City staff as needed.
3. Review, process, and prepare responses to submittals (up to 12 submittals), requests for information (RFIs, up to 8), and contract change orders (up to 2).
4. Prepare record drawings after the completion of the Project's construction. The record documents will be prepared based on Contractors, Cities, and P&P's record-keeping, and will be reviewed/approved by the City. The construction documents will be revised based on this information to reflect changes from the original plans. The record plans will be provided to the City approximately two months after the receipt of the Contractor's records and City's records.
5. SWPPP annual report, Notice of Termination, and preparing the SWPPP Plans and Permit for construction.
6. On-site construction observation, up to one (1) visit per month, to be coordinated with the City. A construction report will be prepared for on-site visits, six (6) total.
7. Provide construction review for conformance to Contract Documents at the request of the City.
8. Attend monthly meetings with the City's representative and Contractor.
9. Coordinate with the Contractor and City staff to deal with issues that may arise during construction.
10. Monthly QSD inspections as required by the Construction General Permit.

## COMPENSATION

Compensation for all services described above will be based on a time and materials basis. Fees will be billed monthly in accordance with the work completed.

### Second Amendment Compensation

Part 5: Construction Phase and General Construction	\$ 71,000
Contract Administration	
<b>TOTAL PROFESSIONAL SERVICE FEE</b>	<b>\$71,000</b>

### Original Contract Amount

Part 1: Schematic Design Phase	\$ 80,273
Part 2: Design Development Phase	\$ 131,546
Part 3: Construction Document Phase	\$ 79,408
Part 4: Bidding Phase	\$ 19,340
Part 5: Construction Phase and General Construction	\$ 0
Contract Administration	
<b>TOTAL PROFESSIONAL SERVICE FEE</b>	<b>\$310,567</b>

### First Amendment Compensation

Part 2 Phase 2A: Design Development (Distribution Facilities)	\$5,332
Part 2 Phase 2A: Additional Potholing	\$7,765
Part 2 Phase 2B: Design Development (Intake Facilities)	\$45,936
Part 3 Phase 3B: Contract Documents (Intake Facilities)	\$40,912
<b>TOTAL PROFESSIONAL SERVICE FEE</b>	<b>\$99,945</b>

**Total Amended Contract Amount: \$481,512**

## SCHEDULE OF FEES

# 2024 STANDARD FEE SCHEDULE

This schedule supersedes previously published fee schedules as of the effective date of January 1, 2024.

STAFF TYPE	FEE RANGE	STAFF TYPE	FEE RANGE
<b>ENGINEERING</b>		<b>CONSTRUCTION SERVICES</b>	
Assistant Engineer	\$115.00 – \$143.00	Associate Construction Manager	\$134.00 – \$154.00
Associate Engineer	\$136.00 – \$166.00	Senior Construction Manager	\$161.00 – \$185.00
Senior Engineer	\$174.00 – \$210.00	Principal Construction Manager	\$195.00 – \$225.00
Principal Engineer	\$220.00 – \$280.00	Construction Inspector <sup>(1)</sup>	\$165.00 – \$190.00
Associate Structural Engineer	\$136.00 – \$166.00	Construction Inspector <sup>(2)</sup>	\$200.00 – \$231.00
Senior Structural Engineer	\$174.00 – \$210.00	<b>SUPPORT</b>	
Principal Structural Engineer	\$220.00 – \$260.00	Administrative Assistant	\$75.00 – \$95.00
<b>SPECIALISTS</b>		Project Administrator	\$88.00 – \$114.00
Assistant Specialist	\$95.00 – \$115.00	Senior Project Administrator	\$122.00 – \$210.00
Associate Specialist	\$120.00 – \$150.00	Intern	\$70.00 – \$85.00
Senior Specialist	\$157.00 – \$195.00	<b>SURVEYING SERVICES</b>	
Principal Specialist	\$205.00 – \$265.00	Assistant Surveyor	\$110.00 – \$140.00
Assistant Biologist	\$96.00 – \$111.00	Licensed Surveyor	\$160.00 – \$200.00
Associate Biologist	\$116.00 – \$143.00	1-Man Survey Crew	\$195.00/\$235.00 <sup>(2)</sup>
Senior Biologist	\$150.00 – \$172.00	2-Man Survey Crew	\$305.00/\$335.00 <sup>(2)</sup>
Principal Biologist	\$180.00 – \$220.00	<small>(Field work not including survey equipment billed at individual standard rate plus vehicle as appropriate.)</small>	
Assistant Geologist/Hydrogeologist	\$105.00 – \$130.00	<small>(1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings, and Kern counties; other counties as quoted.</small>	
Associate Geologist/Hydrogeologist	\$137.00 – \$165.00	<small>(2) Overtime for Construction Services prevailing wage will be calculated at 125% of the standard prevailing wage rate.</small>	
Senior Geologist/Hydrogeologist	\$170.00 – \$200.00	<b>Additional Fees</b>	
Principal Geologist/Hydrogeologist	\$210.00 – \$250.00	Expert Witness / GIS Training: As quoted.	
Principal Tunneling Consultant	\$245.00 – \$275.00	Travel Time (for greater than one (1) hour from employee's base office): \$90/hour (unless the individual's rate is less)	
<b>PLANNING</b>		<b>Project Costs</b>	
Assistant Planner	\$97.00 – \$117.00	Mileage: IRS value + 15%	
Associate Planner	\$124.00 – \$145.00	Outside Consultants: Cost + 15%	
Senior Planner	\$152.00 – \$180.00	Direct Costs: Cost + 15%	
Principal Planner	\$188.00 – \$218.00		
<b>TECHNICAL</b>			
Assistant Technician	\$85.00 – \$102.00		
Associate Technician	\$108.00 – \$132.00		
Senior Technician	\$138.00 – \$166.00		

## SCHEDULE

No changes will be made to the schedule agreed upon in the original agreement.