

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered the day of _____ 2025 (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, improvements in design and construction efficiencies have identified that the grant funding can allow for additional design improvement scope; and

WHEREAS, site conditions and gaps in available records have necessitated the need for additional surveying and potholing for existing utilities beyond the scope of the original Agreement; and

WHEREAS, the City and the Consultant now desire to enter into this First Amendment to the Agreement to increase the scope of work and increase monetary consideration for a fee not to exceed \$99,945, paid in accordance with the schedule of fees contained in Exhibit A-1 attached hereto, increasing the total contract value to an amount not to exceed \$410,512, 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-1**.
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 \$99,945, paid on a time and materials basis in accordance with the schedule of fees contained in Exhibit A-1 attached hereto and incorporated herein by reference.
3. Consultant's modified scope of services shall be rendered within the term of the original Agreement. Time for performance will remain as outlined in the original Consultant Services Agreement dated September 12, 2024.
4. 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.

5. 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.

[SIGNATURES FOLLOW ON 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

Provost & Pritchard Engineering Group,
A California corporation

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

By: Jeffrey Dorn
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: Tricia Herrera 9-24-2025
Tricia Herrera Date
Deputy City Attorney

By: Matthew W Kemp
Name: Matthew W. Kemp

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

ATTEST:
TODD STERMER MMC
City Clerk

By: _____
Deputy Date

REVIEWED BY:

Sarah Lambeth
Sarah J Lambeth
Senior Management Analyst
Capital Projects Department

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 A-1
ADDITIONAL SCOPE OF SERVICES
Consultant Service First 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:

PHASE 2A: Design Development (Distribution Facilities)

Additional Phase 2A scope includes grading design to develop additional grading sheets, additional TOPO survey to incorporate City-performed earthwork, conceptual hydraulic calculations to estimate turnout capacity, and an updated DCR based on these design/scope changes.

Phase 2A will also include additional potholing to address unknown underground conditions.

PHASE 2B: Design Development (Intake Facilities)

This work includes the specific work tasks to design the intake facilities as identified by the Master Plan and as revised and identified in Phases 1 and 2A. A new bypass box will be designed, which will divert water to the Bypass Canal and/or back to the FID Gould Canal. At the terminus of the silt bays or serpentines, water will flow into overflow structures and distribution pipelines developed under the original scope of this Agreement. Improvements being designed will be manually operated and controlled, but will be capable of future automation using the City's existing SCADA system.

The site features will consist of:

1. New bypass box
2. One (1) new transmission pipeline to deliver water to Serpentine 6, 9, and 13
3. One (1) new pipeline to deliver water to Silt Bay 1
4. New metered turnout boxes to Silt Bay 1, Serpentine 6, Serpentine 9, and Silt Bay 13

Phase 2B – Design Development (Intake Facilities) Deliverables:

1. Integrate Phase 2B Design into the Design Development Deliverable under the original scope of this agreement.

PHASE 3B: Contract Documents (Intake Facilities)

This work includes advancing the specific work tasks to complete the design of the intake facilities and bid package.

Phase 3B – Contract Documents (Intake Facilities) Deliverables:

1. Integrate Phase 3B Design into the Design Development Deliverable under the original scope of this agreement.

COMPENSATION

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

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
TOTAL PROFESSIONAL SERVICE FEE	\$99,945

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	
TOTAL PROFESSIONAL SERVICE FEE	\$310,567

Total Amended Contract Amount: \$410,512

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
ENGINEERING		CONSTRUCTION SERVICES	
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 ⁽¹⁾	\$165.00 – \$190.00
Associate Structural Engineer	\$136.00 – \$166.00	Construction Inspector ⁽²⁾	\$200.00 – \$231.00
Senior Structural Engineer	\$174.00 – \$210.00	SUPPORT	
Principal Structural Engineer	\$220.00 – \$260.00	Administrative Assistant	\$75.00 – \$95.00
SPECIALISTS		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	SURVEYING SERVICES	
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 ⁽¹⁾
Senior Biologist	\$150.00 – \$172.00	2-Man Survey Crew	\$305.00/\$335.00 ⁽¹⁾
Principal Biologist	\$180.00 – \$220.00	(Field work not including survey equipment billed at individual standard rate plus vehicle as appropriate.)	
Assistant Geologist/Hydrogeologist	\$105.00 – \$130.00	(1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings, and Kern counties; other counties as quoted.	
Associate Geologist/Hydrogeologist	\$137.00 – \$165.00	(2) Overtime for Construction Services prevailing wage will be calculated at 125% of the standard prevailing wage rate.	
Senior Geologist/Hydrogeologist	\$170.00 – \$200.00		
Principal Geologist/Hydrogeologist	\$210.00 – \$250.00		
Principal Tunneling Consultant	\$245.00 – \$275.00		
PLANNING		Additional Fees	
Assistant Planner	\$97.00 – \$117.00	Expert Witness / GIS Training: As quoted.	
Associate Planner	\$124.00 – \$145.00	Travel Time (for greater than one (1) hour from employee's base office): \$90/hour (unless the individual's rate is less)	
Senior Planner	\$152.00 – \$180.00	Project Costs	
Principal Planner	\$188.00 – \$218.00	Mileage: IRS value + 15%	
TECHNICAL		Outside Consultants: Cost + 15%	
Assistant Technician	\$85.00 – \$102.00	Direct Costs: Cost + 15%	
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.