

**SECOND AMENDMENT TO  
AGREEMENT**

THIS SECOND AMENDMENT TO CONSULTANT AGREEMENT (Amendment) effective as of \_\_\_\_\_ amends the Consultant Agreement (Agreement) between the CITY OF FRESNO a California municipal corporation (City), and Black & Veatch Corporation, a Delaware corporation (Consultant) entered into on November 16, 2023, to provide compensation for professional engineering services for Fresno-Clovis Regional Wastewater Reclamation Facility (RWRF) – Dewatering Cake Pump Improvements (Project).

**RECITALS**

WHEREAS, City and Consultant entered into an agreement, dated November 16, 2023 (Agreement), to provide professional engineering services for the design of the Dewatering Cake Pump Improvements at the Fresno-Clovis Regional Wastewater Reclamation Facility (Project) for a total fee not to exceed \$587,686 paid on a time and materials basis, and a contingency amount not to exceed \$50,000; and

WHEREAS, on May 30, 2025, the City and Consultant entered into a First Amendment to the Agreement to provide professional engineering services to change the structural anchorage of the Cake Pump System from the finished floor to a location requiring additional structural support, provide specifications for specialized hoisting equipment, and design additional improvements to the existing odor control system for an amount not to exceed \$38,761, for a revised total contract value not to exceed \$626,447 paid on a time and materials basis, with a remaining contingency amount not to exceed \$11,239; and

WHEREAS, additional engineering services have become necessary to provide Engineering Services During Construction (ESDC) associated with modifications to the sludge handling system in the existing dewatering building at City’s Wastewater Treatment Plant; and

WHEREAS, the City and the Consultant now desire to enter into this Second Amendment to the Agreement to increase the Scope of Work as set forth in Exhibit A, attached hereto, and increase monetary consideration in an amount not to exceed \$207,758, paid on a time and materials basis in accordance with the schedule of fees contained in Exhibit B, attached hereto, increasing the total contract to an amount not to exceed \$834,205 with a remaining contingency of \$11,239.

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 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 **Exhibit A**, attached hereto and incorporated herein by reference.
2. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be increased by an amount not to exceed \$207,758, paid on a time and materials basis in accordance with the schedule of fees contained in **Exhibit B** attached hereto and incorporated herein by reference, increasing the total contract to \$834,205, with a remaining contingency of \$11,239.
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 two 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 November 16, 2023, remains in full force and effect.

[Signatures follow on the next page.]

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

CITY OF FRESNO,  
A California municipal corporation

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

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By: Tricia Herrera 12/1/2025  
Tricia Herrera Date  
Deputy City Attorney

ATTEST:  
TODD STERMER, MMC  
City Clerk

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

Addresses:  
CITY:  
City of Fresno  
Attention: Patricia Diep  
Project Manger  
747 R Street, Second Floor  
Fresno, CA 93721

Black & Veatch Corporation, a Delaware Corporation

By: Andrea Bernica  
Name: Andrea Bernica

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

By: Craig Lichty  
Name: Craig Lichty

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

REVIEWED BY:

By: Sarah Lambeth  
Sarah J Lambeth  
Senior Management Analyst  
Capital Projects Department

Black & Veatch Corporation  
Attention: David J. Carlson  
Vice President  
10995 Gold Center Dr, #100  
Rancho Cordova, CA 95670

## Exhibit A

### ADDITIONAL SCOPE OF SERVICES Consultant Service Agreement between City of Fresno (“City”) and Black & Veatch Corporation (“Consultant”)

#### Fresno-Clovis Regional Wastewater Reclamation Facility (RWRF) – Dewatering Cake Pump Improvements

#### SCOPE OF WORK

The additional scope of services for ESDC will include:

##### 1. Project Management

a. Pre-Construction Meeting

Consultant will attend the pre-construction meeting at the City’s RWRF. Meeting will be attended by Consultant’s Project Manager (PM) and Engineering Manager (EM). Consultant will prepare supporting documentation to discuss at the meeting.

b. Weekly Progress Meetings

The Consultant will attend a total of 36 1 hour, bi-weekly progress meetings; 1 meeting will be in person.

c. Monthly Reports / Invoicing

Monthly progress reports summarizing the status of the work will be prepared and submitted along with the monthly invoices. Progress reports will include a brief summary of each task that is completed during the reporting period, and summary of costs incurred during the period.

d. Project Administration, Document Log and File

This task includes project administration including coordination with the City and internal project team; scope, schedule and budget tracking; project documentation management, and project management activities.

##### 2. Construction Phase Services

a. Review of Shop Drawings and Submittals

Shop drawings and other data submitted by the Contractor as required by the contract documents shall be reviewed by the Consultant. Review shall be for general conformity to the construction contract drawings and specifications for the Project. The budget for this task has been based on the review of 24 shop drawings submittals and 10 resubmittals. Submittal review comment sheets will be provided to the City in electronic format (Acrobat PDF files).

b. Review and Evaluate Requests for Information (RFIs)

The Consultant shall interpret the construction contract drawings and

specifications and respond to the City in writing to RFIs relating to the design. The budget for this task is based on review of 20 RFIs.

c. Prepare Design Changes

The Consultant shall prepare design changes, as required, to facilitate the project's construction. Design changes will be provided to the City in electronic format (Acrobat PDF files) for approval and transmittal to the Contractor. The budget for this task has been developed based on preparation of 1 design change.

d. Review and Evaluate Change Orders

The Consultant will participate as needed in review of time/cost of change orders, resulting from the issuance of design changes, as requested by the City. Recommendations shall be provided to the City regarding the validity and proposed cost associated with change order requests. A budget of 31 hours is included for this task.

e. Construction Site Visits

The Consultant shall conduct site visits on an as needed basis and witness testing as follows:

- i. The PM and EM shall conduct periodic visits to the construction site to observe progress of the work and consult with the City and Contractor.
- ii. Consultant will tour the construction site as needed. Site visits will be combined with in person meetings attended by the Consultant. Three 1-day site visits are included.

f. Coordination with City

Consultant will participate in phone call meetings with the City on an as-needed basis to discuss field progress, status of construction activities, and other miscellaneous project issues. A budget of 24 hours has been allotted for PM coordination with the City.

g. Equipment Startup and Commissioning Services

Consultant shall provide system start-up and commissioning services as follows:

- i. Review startup plan for the dewatering cake pump improvements. A Budget of 8 hours has been allotted for this task.
- ii. Consultant's engineer will participate in the startup discussions with the City and the Contractor as required. A Budget of 20 hours has been allotted for this task.
- iii. Consultant shall be available by phone on an as needed basis to support the City through startup and commissioning. A Budget of 16 hours has been allotted for this task.

# EXHIBIT B

SCHEDULE OF FEES	
Position	Hourly Rate
Project Director	\$378
Project Manager	\$378
Engineering Manager	\$258
Civil Staff Engineer	\$147
Senior Mechanical Engineer	\$258
Staff Mechanical Engineer	\$149
Senior Electrical Engineer	\$268
Electrical Staff Engineer	\$168
Senior I&C Engineer	\$258
Staff I&C Engineer	\$149
Senior Structural Engineer	\$258
Staff Structural Engineer	\$149
QA/QC	\$300
BIM Coordinator	\$211
CAD/BIM Technician	\$147
Admin Staff	\$105

h. Record Drawings

Consultant will utilize the City provided red-lined set of drawings to prepare a Conformed to Construction Record Drawing set after review and acceptance by the City. One set of 24 x 36 hard copy drawings will be submitted along with AutoCAD and PDF electronic files. Record drawings will be completed by the Consultant at the end of the project upon receipt of red-line drawings from the City. The red-lines will include markups resulting from all RFIs, design changes, and field changes. Specifications will not be updated.

**COMPENSATION**

**Second Amendment Compensation**

Task I – Project Management	\$55,896.00
Task II – Construction Phase Services	\$151,862.00
<b>TOTAL PROFESSIONAL SERVICE FEE</b>	<b>\$207,758.00</b>

**First Amendment Compensation**

Task I – Cake Pump Bin Structural Improvements	\$31,047.00
Task II – Spyder Crane Specification Development	\$1,529.00
Task III – Odor Control Ducting and Fan Improvements	\$6,185.00
<b>TOTAL PROFESSIONAL SERVICE FEE</b>	<b>\$38,761.00</b>

**Original Contract Amount**

Original Contract Amount	\$587,686.00
<b>TOTAL PROFESSIONAL SERVICE FEE</b>	<b>\$587,686.00</b>

**TOTAL AMENDED CONTRACT AMOUNT:**

**\$834,205.00**  
 With a remaining contingency  
 amount not to exceed  
**\$11,239.00**