

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into effect the _____ day of _____, 2023, (Effective Date) amends the Agreement heretofore entered into between the CITY OF FRESNO, a California municipal corporation (City), and STEARNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS INCORPORATED, a Virginia corporation (Consultant).

RECITALS

WHEREAS, the City and the Consultant entered into an agreement on December 15, 2021, (Agreement) to provide professional engineering services for the Regional Wastewater Reclamation Facility Renewable Natural Gas Pipeline project (Project); and

WHEREAS, the City and the Consultant desire to further expand and update the scope of services to include, but not be limited to, update revisions to the plans and specifications, and options to update feasibility report and have SCS representative present for Council award approval; and

WHEREAS, the City desires to increase the Consultant's compensation by \$137,356.58 to complete the amended scope of services for a revised total not to exceed \$360,115.22 including a contingency of \$20,000; and

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

WHEREAS, the Agreement will be administered for the City by its Capital Projects Director ("Director") or designee; 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 \$360,115.22 including a contingency of \$20,000 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 1842 consecutive calendar days

4. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant on December 15, 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

Stearns, Conrad and Schmidt Consulting
Engineers, Inc.,
a Virginia Corporation

By: _____
Randall W. Morrison, PE, Director
Capital Projects Department

By: Solavann Sim
Solavann Sim (Oct 26, 2023 14:05 PDT)

Name: Sol Sim

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

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

By: Angela M. Karst Oct 26, 2023
Angela M. Karst Date
Senior Deputy City Attorney

By: Curtis Jang
Curtis Jang (Oct 26, 2023 14:20 PDT)

Name: Curtis P. Jang

ATTEST:
TODD STERMER, CMC
CITY Clerk

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

By: _____
Deputy Date

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

CONSULTANT:
Stearns, Conrad and Schmidt Consulting
Engineers, Inc.
3900 Kilroy Airport Way
Long Beach, CA 90806-6816
Phone: (562) 426-9544
FAX: (562) 988-3183

Exhibit A2

FIRST AMENDMENT TO SCOPE OF SERVICES Consultant Service Agreement between City of Fresno ("CITY") and Stearns, Conrad and Schmidt Consulting Engineers, Inc. ("CONSULTANT")

Regional Wastewater Reclamation Facility Renewable Natural Gas Pipeline

Scope of Work

1. Revisions to the plan and profile sheets provided in the transmission pipeline drawing package set.
2. Generation of a uniform bid sheet to be utilized by the bidders for the pipeline installation scope of work.
3. Revisions to Mechanical, Process, Electrical, and Instrumentation drawings and Specification package to include comments by City of Fresno third party consultant received in June 2023.
4. Incorporation of two more rounds of plan check comments
5. Completion of vendor bulk asset registry form once project is completed.
6. Two optional additions to the scope of work that would need prior approval by the City before proceeding:
 - Update the feasibility report not-to-exceed price
 - SCS representative present during Council award to address technical questions

COMPENSATION

The compensation for the additional services, as described above, shall be paid on a time and material basis in accordance with the schedule of fees contained below. Fees will be billed monthly in accordance with phase work completed.

Original Contract

TOTAL ORIGINAL PROFESSIONAL FEE (LUMP SUM)	\$222,758.64
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First Amendment Compensation

FIRST AMENDMENT COMPENSATION (NOT TO EXCEED)	\$137,356.58
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SCHEDULE OF FEE

Effective April 1, 2023 through March 31, 2024)

	Rate/Hour
Business Unit Director	\$315
Senior Project Director	\$310
Project Director	\$275
Senior Project Manager	\$260
Senior Project Advisor	\$250
Project Manager IV	\$250
National Operations Manager	\$240
Senior Superintendent	\$240
Project Manager I	\$225
Senior Engineer/Professional IV	\$225
Project Controls Manager	\$220
Senior Engineer/Professional I	\$170
Senior Office Services Manager	\$170
Plant Operations Supervisor	\$152
Designer.	\$150
Project Engineer/Professional II	\$150
Project Engineer/Professional I	\$135
Senior Plant Operator	\$135
Staff Engineer/Professional	\$125
Associate Engineer/Professional	\$115
Drafter	\$105
Plant Operator	\$105
Project Administrator	\$85
Technician	\$80
Administrative Assistant	\$80

General Terms

1. Scheduled rates are effective through March 31, 2024. Work performed thereafter is subject to a new Fee Schedule.
2. Scheduled labor rates include overhead, administration, and profit. Costs for outside consultants and subcontractors, and for job-related employee travel and subsistence, reproduction, telephone, equipment, and supplies are billed at actual cost plus a 15 percent administrative fee.
3. Vehicle mileage is invoiced at \$1.00 per mile for company trucks and 65.5 cents per mile for all other vehicles driven for business use; plus administrative fee.
4. Invoices will be prepared monthly or more frequently for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
5. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's accounts.
6. For special situations such as expert court testimony and limited consultation, hourly rates will be on an individual basis.