

**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 Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group, a California corporation (Consultant) entered into on June 10, 2022, to provide Consulting services for Wellhead Treatment Improvements at Pump Station 102A (Project).

**RECITALS**

WHEREAS, the City and the Consultant entered into an Agreement dated June 10, 2022, (Agreement) to provide professional Consulting services for the Wellhead Treatment Improvements at Pump Station 102A (Project); for a total fee not to exceed \$215,986 paid on a time and materials basis, and a contingency amount not to exceed \$20,000; and

WHEREAS, the City and the Consultant entered into a First Amendment to the Agreement dated December 31, 2024, to extend the term of the Agreement from December 31, 2024, to the earlier of complete rendition of services or December 31, 2026, without changing the overall compensation of the Agreement; and

WHEREAS, additional Consulting services have become necessary to revise the plans to include all pertinent information that will be needed for all equipment to be contractor-furnished, incorporate updated City design preferences into the standard vessel design details and technical specifications, prepare bid item descriptions, updated cost estimates and schedules resulting from these changes; 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

WHEREAS, the City desires to increase the Consultant's compensation by an amount not to exceed \$43,800, paid on a time and materials basis in accordance with the updated schedule of fees contained in **Exhibit B**, attached hereto, for a revised contract value not to exceed \$259,786, and increase contingency by an amount not to exceed \$11,000 for any additional work rendered pursuant to 3(c) of the Agreement, for a total revised contingency amount not to exceed \$31,000; and

WHEREAS, the City and the Consultant desire to extend the term of the Agreement up to and including December 31, 2028; and

WHEREAS, with entry into this Agreement, the Consultant agrees it has no claim, demand, or dispute with 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 aforesaid Agreement be amended as follows:

1. The Consultant shall provide additional services as described in **Exhibit A**, attached hereto and incorporated herein by reference. These services shall be in addition to the Scope of Services already agreed to in the Agreement dated June 10, 2022, and the First Amendment dated December 31, 2024.

2. The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to the Agreement shall be an amount not exceed \$259,786,, paid on a time and material basis in accordance with the updated schedule of fees contained in **Exhibit B**, and a contingency amount not to exceed \$31,000 for any additional work rendered pursuant to Section 3(c) of the Agreement attached hereto and incorporated herein by reference. Such fees include all expenses incurred by the Consultant in performance of said services.

3. The Term of Agreement is extended up to and including December 31, 2028.

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 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.

5. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant on June 10, 2022, the First Amendment to the Agreement entered into by the City and the Consultant on December 31, 2024, remain in full force and effect.

[Signatures follow on the next page.]

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

CITY OF FRESNO,  
A California municipal corporation

Provost & Pritchard Engineering Group,  
Inc., dba Provost & Pritchard Consulting  
Group,  
A California Corporation

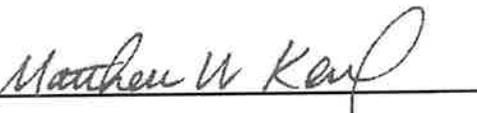
By: \_\_\_\_\_  
FRANCISCO V. MAGOS II, PE,  
MBA, QSD  
Assistant Director  
Capital Projects Department

By:   
Name: Keith Mortensen

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

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

By:  2-10-2020  
Tricia Herrera Date  
Deputy City Attorney

By:   
Name: Matthew W. Kemp

ATTEST:  
AMY K. ALLER,  
Interim City Clerk

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

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

Addresses:  
CITY:  
City of Fresno  
Attention: Justin Chan  
Licensed Professional Engineer  
1626 E Street  
Fresno, CA 93706  
Phone: (559) 621-1609  
FAX: (559) 498-4126  
E-mail: justin.chan@fresno.gov

CONSULTANT:  
Provost & Pritchard Engineering Group,  
Inc., dba Provost & Pritchard Consulting  
Group  
Attention: Kevin Berryhill, PE,  
Principal Engineer  
455 Fir Avenue  
Clovis, CA 93611  
Phone: (559) 449-2700  
FAX: (559) 449-2715  
Email: kberryhill@ppeng.com

Attachments:

- 1. Exhibit A – Additional Scope of Services
- 2. Exhibit B – Updated Schedule of Fees

**Exhibit A**

**ADDITIONAL SCOPE OF SERVICES  
Consultant Service Agreement between City of Fresno (“City”)  
and Provost & Pritchard Consulting Group (“Consultant”)**

Wellhead Treatment Improvements at Pump Station 102A

**SCOPE OF WORK**

The additional scope of services will include:

1. Task 3: Construction Documents

This additional work will include modifying the plans to include all pertinent information that will be needed for the vessels to be contractor-furnished, as well as incorporating City design preferences into the standard vessel design details and technical specifications, and preparing bid item descriptions and updated cost estimates and schedules resulting from changes to the plans and specifications.

**COMPENSATION**

**Second Amendment Compensation**

Task 3 – Construction Documents	\$34,700
Task 5 – Bidding Assistance (Revised 2026 Schedule of Fees)	\$3,300
Task 6 – Construction Administration (Revised 2026 Schedule of Fees)	\$5,800
<b>TOTAL PROFESSIONAL SERVICE FEE</b>	<b>\$43,800</b>

**First Amendment Compensation**

Time Only Extension

**Original Contract Amount**

Professional services fee per original contract	\$215,986
<b>TOTAL PROFESSIONAL SERVICE FEE</b>	<b>\$215,986</b>

<b>TOTAL AMENDED CONTRACT AMOUNT:</b>	<b>\$259,786</b>
	With a contingency amount not to exceed
	<b>\$31,000</b>

# EXHIBIT B

PROVOST&PRITCHARD  
CONSULTING GROUP

## 2026 STANDARD FEE SCHEDULE

STAFF TYPE	FEE RANGE
<b>ENGINEERING</b>	
Assistant Engineer	\$128.00 – \$156.00
Associate Engineer	\$149.00 – \$180.00
Senior Engineer	\$188.00 – \$225.00
Principal Engineer	\$235.00 – \$295.00
Associate Structural Engineer	\$148.00 – \$178.00
Senior Structural Engineer	\$187.00 – \$225.00
Principal Structural Engineer	\$235.00 – \$275.00
Assistant Electrical, I&C Engineer	\$134.00 – \$162.00
Associate Electrical, I&C Engineer	\$170.00 – \$200.00
Senior Electrical, I&C Engineer	\$210.00 – \$250.00
Principal Electrical, I&C Engineer	\$260.00 – \$300.00
<b>SPECIALISTS</b>	
Assistant Specialist	\$107.00 – \$127.00
Associate Specialist	\$133.00 – \$163.00
Senior Specialist	\$170.00 – \$208.00
Principal Specialist	\$218.00 – \$278.00
Assistant Biologist	\$108.00 – \$123.00
Associate Biologist	\$128.00 – \$155.00
Senior Biologist	\$162.00 – \$184.00
Principal Biologist	\$192.00 – \$232.00
Assistant Geologist/Hydrogeologist	\$117.00 – \$142.00
Associate Geologist/Hydrogeologist	\$148.00 – \$172.00
Senior Geologist/Hydrogeologist	\$182.00 – \$212.00
Principal Geologist/Hydrogeologist	\$222.00 – \$262.00
Principal Tunneling Consultant	\$258.00 – \$288.00
<b>PLANNING</b>	
Assistant Planner	\$110.00 – \$130.00
Associate Planner	\$137.00 – \$158.00
Senior Planner	\$165.00 – \$193.00
Principal Planner	\$201.00 – \$231.00

STAFF TYPE	FEE RANGE
<b>TECHNICAL</b>	
Assistant Technician	\$96.00 – \$113.00
Associate Technician	\$120.00 – \$144.00
Senior Technician	\$150.00 – \$178.00
<b>CONSTRUCTION SERVICES</b>	
Associate Construction Manager	\$146.00 – \$166.00
Senior Construction Manager	\$173.00 – \$197.00
Principal Construction Manager	\$207.00 – \$237.00
Construction Inspector <sup>(1)</sup>	\$183.00 – \$228.00
Construction Inspector OT <sup>(1)</sup>	\$233.00 – \$278.00
Construction Inspector Dbl OT <sup>(1)</sup>	\$260.00 – \$305.00
<b>SUPPORT</b>	
Administrative Assistant	\$86.00 – \$106.00
Project Administrator	\$100.00 – \$126.00
Senior Project Administrator	\$134.00 – \$216.00
Intern	\$76.00 – \$91.00
<b>SURVEYING SERVICES</b>	
Assistant Surveyor	\$122.00 – \$153.00
Licensed Surveyor	\$173.00 – \$213.00
1-Man Survey Crew	\$215.00
1-Man Survey Crew <sup>(1)</sup>	\$255.00
1-Man Survey Crew OT <sup>(1)</sup>	\$280.00
2-Man Survey Crew	\$335.00
2-Man Survey Crew <sup>(1)</sup>	\$360.00
2-Man Survey Crew OT <sup>(1)</sup>	\$380.00

(Field work not including survey equipment billed at individual standard rate plus vehicle as appropriate.)

(1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings, and Kern counties; other counties as quoted.

### Additional Fees

**Expert Witness/GIS Training:**  
As quoted.

**Travel Time (for greater than one (1) hour from employee's base office):**  
\$95/hour (unless the individual's rate is less)

### Project Costs

**Mileage:** IRS value + 15%

**Outside Consultants:** Cost + 15%

**Direct Costs:** Cost + 15%