

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of _____ 20____, amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and MICHAEL K. NUNLEY & ASSOCIATES, INC, a California corporation (Consultant).

RECITALS

WHEREAS, the City and the Consultant entered into an Agreement dated June 10, 2022, (Agreement) to provide professional engineering services for the Reclamation Well Pipeline and Associated Site Improvements (Project) to retrofit Aeration Basin Number 3 into a reclaimed water storage basin, for a total fee not to exceed \$370,475 paid on a time and materials basis, and a contingency amount not to exceed \$55,570; and

WHEREAS, increased wastewater load has resulted in the need to retain the treatment capacity provided by Aeration Basin Number 3; and

WHEREAS, additional professional engineering services have become necessary to revise plans to retrofit the Final Clarifier Number 5 into a reclaimed water storage basin in lieu of Aeration Basin Number 3; and

WHEREAS, the City and Consultant now desire to enter into this First Amendment to modify the agreement to increase the scope of work and increase monetary consideration for a fee not to exceed \$96,026, paid on a time and materials basis in accordance with the updated schedule of fees contained in Attachment A, attached hereto, increasing to total contract to an amount not to exceed \$466,501, paid on a time and materials basis, with a remaining contingency amount not to exceed \$55,570; and

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

AGREEMENT

NOW, THEREFORE, the parties agree that the Agreement be amended as follows:

1. Consultant shall provide additional services as described in **Attachment A**, attached hereto and incorporated herein by reference. Such additional services shall be completed by June 30, 2027, following execution of this Amendment by both parties.
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 \$96,026, paid on a time and materials basis.
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 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 June 10, 2022, remains in full force and effect.

[Signatures follow on the 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 municipal corporation

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

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: *Daniel E. Casas* *3-19-25*
Daniel E Casas Date
Senior Deputy City Attorney

Addresses:
CITY:
City of Fresno

Attention: Patricia Diep
Project Manager
747 R Street, 2nd Floor
Telephone No. 559-621-8836

Attachment: Attachment A

Michael K. Nunley & Associates, Inc.,
a California corporation

By: *Eileen Shields*
Name: Eileen shields

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

By: *Michael K. Nunley*
Name: Michael Nunley

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

REVIEWED BY:

Sarah Lambeth
Sarah Lambeth
Senior Management Analyst
Capital Projects Department

CONSULTANT:
Michael K. Nunley & Associates, Inc.
Attention: Michael K. Nunley
CEO/President
PO Box 1604
Arroyo Grande, CA 93421
Telephone No. (805) 904-6530
FAX: (805) 904-6532

Attachment A

ADDITIONAL SCOPE OF SERVICES Consultant Service First Amendment to Agreement between City of Fresno and MKN & Associates, Inc.

Reclamation Well Pipeline and Associated Site Improvements

Scope of Work

Additional Scope of Services required to retrofit the Final Clarifier Number 5 into a reclaimed water storage basin in lieu of Aeration Basin Number 3 include:

- Modification to the A-side Final Clarifier Number. 5
 - Demolish existing appurtenances
 - Design pipe penetrations
 - Install new supports and cover
 - Update electrical systems and controls
- Realign the reclaimed water pipeline to and from Clarifier Number. 5
- Modify and relocate the valve vault
 - Revise location and elevations
 - Revise sections
 - Update electrical system and controls
- Modify and relocate the tank drain station and discharge piping
 - Revise location and elevations
 - Revise sections
 - Update electrical system and controls
- Update the Title 22 Engineering Report to reflect changes

TASK GROUP 1 – PROJECT MANAGEMENT

The Consultant will provide additional project management services required to accommodate the revised scope and project schedule. This will include conducting additional design review meetings for the updated 30% and 60% design submissions. The Consultant will also perform additional quality control reviews of these revised submissions

TASK GROUP 2 – SCHEMATIC DESIGN

Task 2.1 Data Review/Utility Search

The Consultant will collect additional data, including the as-built drawings for Clarifier #5. Additionally, the Consultant will conduct a site investigation, including a project walk of the new location, to identify any potential conflicts that may not be reflected in the as-built drawings.

Task 2.2 Coordination, CUP, Title 22 and Permitting

The Consultant will update the City of Fresno's Title 22 Engineering Report for the Production and Use of Recycled Water technical memorandum and assist the City in submitting it to the Regional Water Quality Control Board (RWQCB).

Task 2.3 Hydraulic Analysis

The Consultant will perform an updated hydraulic analysis to reflect the changes in the project scope and design, including adjustments to pipeline alignments, flow rates, and system configurations. This analysis will evaluate the impact of these changes on system performance, ensuring proper flow capacity, pressure requirements, and operational efficiency. The updated hydraulic analysis will also identify any additional modifications needed to maintain compliance with regulatory standards and support long-term system reliability.

Task 2.4 Topographic Survey

The Consultant will conduct an updated survey to include the area around Clarifier #5 and the new alignment of the conveyance pipe from the reclaimed water system.

Task 2.5 Geotechnical

The Consultant will conduct a new boring analysis for unusual ground conditions in the area around Clarifier #5.

Task 2.6 Basis of Design Report

The Consultant will revise the Basis of Design Report to reflect the design impacts of using the Final Clarifier number 5 in lieu of Aeration Basin number 3. It is anticipated that the pipeline hydraulics, inlet piping, outlet piping, tank drain pump structure, electrical supply point, and a new clarifier cover will be impacted.

Task 2.7 30% PS&E

The Consultant will revise the drawing plan sets and specifications as needed to address the project changes described in the Background and submit the additional 30% and 60% package.

Task 2.8 CEQA

Under this Task, the Consultant will perform the scope of services contained in the original Agreement dated June 10, 2022.

Additional Schematic Phase Deliverables:

- Topographic Survey Files
- Geotechnical Investigation and Recommendations
- Basis of Design Report (four hard copies and electronic .pdf copy)
- Design Workshop Agenda and Notes
- IS/MND
- 30% design plans, specifications, and engineers estimated cost of construction (six hard copies and electronic .pdf format copy, one MS Word file of the specifications, one MS Excel file of the estimate)
- 30% Design Review Meeting Agenda and Notes

TASK GROUP 3 – DESIGN DEVELOPMENT

Task 3.1 60% PS&E

The Consultant will incorporate comments and questions from previous review meetings and prepare 60% design level plans, specifications, and construction cost estimates. These will include all changes required to utilize Clarifier Number 5 in lieu of Aeration Basin Number. 3.

Additional Design Development Phase Deliverables:

- Design Workshop Agenda and Notes
- 60% design plans, specifications, and engineers estimated cost of construction (six hard copies and electronic .pdf format copy, one MS Word file of the specifications, one MS Excel file of the estimate)
- 60% Design Review Meeting Agenda and Notes

TASKGROUP 4 – CONSTRUCTION DOCUMENT

Under this Task, the Consultant will perform the scope of services contained in the original Agreement dated June 10, 2022. The remaining hours will be billed at the rates shown in the updated Schedule of Fees contained below.

TASKGROUP 5 – BIDDING

Under this Task, the Consultant will perform the scope of services contained in the original Agreement dated June 10, 2022. The remaining hours will be billed at the rates shown in the updated Schedule of Fees contained below.

Additional Bid Phase Deliverables:

- Notification of Streambed Alteration

TASKGROUP 6 – CONSTRUCTION SUPPORT SERVICES

Under this Task, the Consultant will perform the scope of services contained in the original Agreement. The remaining hours will be billed at the rates shown in the updated Schedule of Fees contained below.

Additional Bid Phase Deliverables:

- Notification of Streambed Alteration

Compensation

The consultant shall complete the first Amendment scope of services on a time and materials basis, for a total fee not to exceed the values below:

First Amendment Compensation

Part 1: Schematic Design	\$50,273
Part 2: Design Development	\$34,062
Part 3: Construction Document	\$4,254
Part 4: Bidding Support	\$1,326
Part 5: Construction and Construction Contract Administration	<u>\$6,111</u>
TOTAL PROFESSIONAL FEE	\$96,026

Original Contract Amount

Part 1: Schematic Design	\$185,834
Part 2: Design Development	\$60,590
Part 3: Construction Document	\$51,442
Part 4: Bidding Support	\$15,535
Part 5: Construction and Construction Contract Administration	<u>\$57,074</u>
TOTAL ORIGINAL PROFESSIONAL FEE	\$370,475

Total Amended Contract Amount

\$466,501

With a remaining contingency amount not to exceed \$55,570

Schedule

Time allotted for each phase is summarized below

Part 1: Schematic Phase	60 days
Part 2: Design Development	65 days
Part 3: Construction Document	60 days
Part 4: Bidding Support	no defined duration
Part 5: Construction and Construction Contract Administration	no defined duration

2025 Schedule of Fees

CATEGORY	POSITION	HOURLY RATE
Communications and Administrative	Administrative Assistant	\$113
	Strategic Communications Coordinator	\$121
	Strategic Communications Specialist	\$147
Designers and Technicians	CAD Technician I	\$137
	CAD Design Technician II	\$158
	Senior Designer	\$176
Planning	Assistant Planner I	\$140
	Assistant Planner II	\$160
	GIS Specialist	\$173
	Planner I	\$189
	Planner II	\$205
	Senior Planner	\$215
Engineers	Engineering Technician	\$103
	Assistant Engineer I	\$140
	Assistant Engineer II	\$160
	Project Engineer I	\$189
	Project Engineer II	\$205
	Senior Engineer I	\$221
	Senior Engineer II	\$231
	Senior Engineer III	\$247
	Principal Engineer	\$257
Project Management	Project Manager	\$231
	Senior Project Manager	\$267
	Project Director	\$289
	Senior Project Director	\$308
Construction Management Services	Scheduler	\$179
	*** Construction Inspector	\$200
	Assistant Resident Engineer	\$200
	Resident Engineer	\$212
	Construction Manager	\$231
	Principal Construction Manager	\$272

The foregoing Billing Rate Schedule is effective through December 31, 2025 and will be adjusted each year after at a rate of 2 to 5%

DIRECT PROJECT EXPENSES

Outside Reproduction	Cost + 10%
Subcontracted or Subconsultant Services	Cost + 10%
Travel & Subsistence (other than mileage)	Cost
Auto Mileage	Current IRS Rate

*** 40 hrs per week assumed; part-time rates can be provided upon request
Rates also subject to prevailing wage mandatory increases during a calendar year