

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (First Amendment) made and entered into as of this ____ day of _____ 2025, 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 a Consultant Services Agreement on April 28, 2021, (Agreement) to provide engineering services for the preparation of plans and general construction contract documents for wellhead treatment improvements at Pump Stations 177 and 185 (Project) for a total fee not to exceed \$309,045, paid on a time and materials basis and a contingency amount not to exceed \$30,000; and

WHEREAS, additional engineering services have become necessary to modify the wellhead treatment technology proposed at the two Project sites; and

WHEREAS, the City and the Consultant now desire to enter into this First Amendment to the Agreement to modify the Agreement to increase the scope of work as described in **Exhibit A** and increase monetary consideration in an amount not to exceed \$158,154, paid on a time and materials basis in accordance with the updated schedule of fees contained in **Exhibit A** attached hereto, increasing the total contract to an amount not to exceed \$467,199 with a contingency amount not to exceed \$30,000; and

WHEREAS, with entry into this First 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 good and valuable consideration hereby acknowledged, the parties agree that the Agreement be amended as follows:

1. The Consultant's Scope of Services is expanded to include modifications to the wellhead treatment technology proposed at Pump Stations 177 and 185 as specified in **Exhibit A**.
2. The sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be an amount not to exceed \$158,154, paid on a time and materials basis.
3. In the event of any conflict between the body of this First Amendment and any exhibit or attachment hereto, the terms and conditions of the body of this First 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 parties, provided for within the body of this First Amendment, shall be null and void.

4. Except as otherwise provided herein, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First 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: Daniel E. Casas 9-2-25
Daniel E. Casas Date
Senior Deputy City Attorney

ATTEST:
TODD STERMER, MMC
City Clerk

By: _____
Deputy Date

REVIEWED:

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

ADDRESSES:

CITY OF FRESNO
Attention: Anita Luera
Project Manager
747 R Street, 2nd Floor
Fresno, CA 93721
Phone: (559) 621-8834
E-mail: anita.luera@fresno.gov

MICHAEL K. NUNLEY & ASSOCIATES, INC.,
a California corporation

By: Michael K. Nunley
Name: Michael Nunley
Title: President/CEO
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: Henry Liang
Name: Henry Liang
Title: Principal
(If corporation or LLC., CFO., Treasurer,
Secretary or Assistant Secretary)

MICHAEL K. NUNLEY & ASSOCIATES, INC.
Attention: Henry Liang
Operations Manager
8405 N. Fresno Street, Suite 120
Fresno, CA 93720
Phone: 559-500-4750 x1102
E-mail: hliang@mknassociates.us

Attachment: Exhibit A1

EXHIBIT A
ADDITIONAL SCOPE OF SERVICES & FEES
Wellhead Treatment Improvements at Pump Stations 177 and 185

SCOPE OF WORK

PUMP STATION 177

Task 2.2A - 90% Plans, Specifications, and Cost Estimate

Consultant shall remove the entirety of the design of the current deep bubble aeration system and include design of a custom aeration system consisting of a tank with internal manifold.

Consultant shall include required modifications to the current Pump Station (PS) 177 booster pump design to accommodate the new aeration system.

Consultant shall revise existing Plans, Specifications, and Estimate (PS&E) to incorporate new design elements and modifications including General, Civil, Process-Mechanical, Structural, Electrical, and Instrumentation plan sheets.

Consultant shall provide an updated opinion of probable construction cost that reflects the changes in the design for the PS 177 Wellhead Treatment Improvements Project.

Consultant shall provide a revised Basis of Design Report and Revised Structural Design Calculations that reflect the changes in the design.

Task 3.1A - Final Plans, Specifications, and Cost Estimate

Consultant shall incorporate all stakeholder comments from the revised 90% Plans, Specifications, and Estimate (PS&E).

Consultant shall provide an updated opinion of probable construction cost that reflects the changes in the design for the PS 177 Wellhead Treatment Improvements Project.

Task 4.1A - Bid Phase Support

No additional design work will be performed under this task, but this Amendment increases the budget for this task to account for the Consultants updated Schedule of Fees.

Task 5.1A - Engineering Services During Construction

Consultant shall provide additional engineering services during construction for the custom aeration system.

Task 5.2A - Startup Testing and Support

No additional services will be performed under this task; however, this Amendment increases the budget for this task to account for the Consultants updated Schedule of Fees.

PUMP STATION 185

Task 2.1B - 60% Plans, Specifications, and Cost Estimate

Consultant shall incorporate the following elements into the 60% plans, specifications and estimate:

- A custom aeration system
- Well equipping modifications to account for decreased production rate
- Booster pump modifications to account for decreased production rate
- Modifications to general site piping to account for decreased production rate and revised layout
- Replacement of the existing well motor starter and addition of a new VFD for the booster pump

Consultant shall provide three-dimensional site scanning and modeling to enhance the accuracy of the design, minimize potential design conflicts, and increase the speed of the design process.

Task 2.2B - 90% Plans, Specifications, and Cost Estimate

Consultant shall incorporate all stakeholder comments from the revised 60% plans, specifications, and estimate into the 90% Plans, Specifications, and Estimate (PS&E) to incorporate new design elements and modifications including General, Civil, Process-Mechanical, Structural, Electrical, and Instrumentation plan sheets.

Consultant shall provide an updated opinion of probable construction cost that reflects the changes in the design for the PS 185 Wellhead Treatment Improvements Project.

Task 3.1B - Final Plans, Specifications, and Cost Estimate

Consultant shall incorporate all stakeholder comments from the revised 90% Plans, Specifications, and Estimate (PS&E).

Consultant shall provide an updated opinion of probable construction cost that reflects the changes in the design for the PS 185 Wellhead Treatment Improvements Project.

Task 4.1B - Bid Phase Support

No additional services will be performed under this task; however, this Amendment increases the budget for this task to account for the Consultants updated Schedule of Fees.

Task 5.1B - Engineering Services During Construction

Consultant shall provide additional engineering services during construction for the custom aeration system. This Amendment also increases the budget for this task to account for the Consultants updated Schedule of Fees.

Task 5.2B - Startup and Testing Support

No additional services will be performed under this task; however, this Amendment increases the budget for this task to account for the Consultants updated Schedule of Fees.

COMPENSATION

Consultant proposes to 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

Wellhead Treatment Improvements at Pump Station 177	\$58,548
Wellhead Treatment Improvements at Pump Station 185	\$99,606
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TOTAL FIRST AMENDMENT INCREASE	\$158,154

Original Contract Amount

Wellhead Treatment Improvements at Pump Station 177	\$146,400
Wellhead Treatment Improvements at Pump Station 185	\$162,645
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TOTAL ORIGINAL SERVICE FEE	\$309,045

TOTAL AMENDED CONTRACT AMOUNT: \$467,199

With a remaining contingency amount not to exceed \$30,000.00

SCHEDULE

Project Completion

December 31, 2028



2025 FEE SCHEDULE

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	\$134
	Assistant Planner II	\$150
	GIS Specialist	\$173
	Planner I	\$194
	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