

## **SECOND AMENDMENT TO AGREEMENT**

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this 31st day of December 2024, amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and PCUBED ASSOCIATES, INC., a California corporation (Consultant).

### **RECITALS**

WHEREAS, the City and the Consultant entered into an agreement on June 21, 2021, (Agreement) to provide professional engineering services for the Forensic Investigation of Structural Components at the Fresno-Clovis Regional Wastewater Reclamation Facility (Project) for a total fee not to exceed \$117,300, paid on a time and material basis and a contingency amount not to exceed \$11,730; and

WHEREAS, the City and the Consultant entered into the First Amendment to the Agreement on July 25, 2023, to extend the term of the agreement to December 31, 2024, at no additional cost; and

WHEREAS, additional engineering services have become necessary to prevent further degradation at the Headworks Building, B-side aeration basins, and secondary sedimentation basins; and

WHEREAS, the City and the Consultant now desire to enter into this Second Amendment to modify the Agreement to increase the scope of work and increase monetary consideration for a fee not to exceed \$184,875, paid on a time and materials basis in accordance with the updated schedule of fees contained in Attachment A attached hereto, increasing the total contract to an amount not to exceed \$302,175 with a contingency amount not to exceed \$11,730 and extend the term of the Agreement to June 30, 2026.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals, which recitals 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 **Attachment A**, attached hereto and incorporated herein by reference.

2. Such additional services shall be completed by June 30, 2026, following execution of this Amendment by both parties.

3. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be an amount not to exceed \$184,875, paid on a time and materials basis.

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 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 City and Consultant, dated June 21, 2021, 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 II, 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: Tricia Herrera 1/8/2025  
Tricia Herrera Date  
Deputy City Attorney

Addresses:  
CITY:  
City of Fresno

Attention: Samuel C. Nadores, PE  
Licensed Professional Engineer  
747 R Street Fresno, CA 93721  
Telephone No. 559-621-8838

Attachment: Attachment A

Pcubed Associates, Inc.,  
a California corporation

By: \_\_\_\_\_

Name: Pawan R Gupta

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

By: \_\_\_\_\_

Name: Prabha Gupta

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

REVIEWED BY:

Sarah Lambeth  
Sarah Lambeth  
Senior Management Analyst  
Capital Projects Department

CONSULTANT:  
Pcubed Associates, Inc.  
Attention: Pawan R. Gupta, PhD., PE, SE,  
LEED AP  
President  
221 E. Lexington Drive, Unit 304  
Glendale, CA 91206  
Telephone No. (818) 920-8001

## Attachment A

### ADDITIONAL SCOPE OF SERVICES

Consultant Service Second Amendment to Agreement between City of Fresno (City) and Pcubed Associates, Inc. (Consultant)

#### SCOPE OF WORK

Additional scope of work includes the following tasks: (1) review of the current conditions, development of construction documents, and bidding assistance for Phase-2 repairs and rehabilitation at the Headworks Building; and (2) provide a structural assessment to address cracking issues observed at the B-side aeration basins and secondary sedimentation basins. The assessment will include basins built during the 68 and 80 MGD expansion projects.

#### **TASK 1 – REPAIRS OF STRUCTURAL COMPONENTS AT THE RWRF HEADWORKS BUILDING- PHASE 2**

##### **PHASE I – Project Management**

1. The Consultant will meet with the City and stakeholders to develop a preliminary scope and budget for the project.
2. The Consultant will conduct bi-weekly design calls with the City and stakeholders to update the progress of the design and get input (4 calls expected).
3. Includes 20 hours allowance to cover additional services beyond the defined deliverables throughout the project. These services include items such as answering questions, e-mails, resolving billing questions/providing additional details, etc.

##### **PHASE II – Construction Documents**

1. The Consultant will conduct a 2-day field review of the facility in order to document additional deterioration and document all of the repair item locations for the 2025 budget.
2. The Consultant will compile the repair quantities and work with the stakeholders to finalize the 2025 project budget.
3. The Consultant will develop 50% construction documents that consist of plans, repair quantities and budget. The contract documents will be provided to the owner for review at 50% to finalize the 2025 repair program.
4. The Consultant will incorporate the comments into the 90% construction documents. Additionally, the Consultant will develop technical specifications for the repair project. The contract documents will be provided to the City for review at 90%.
5. The Consultant will incorporate the City's review comments and work with City staff to incorporate the front-end requirements and bid tabulation into the final contract documents.
6. The Consultant will issue the final contract documents to the City for public bidding.

##### **PHASE III – Bidding Assistance**

1. The Consultant will conduct a pre-bid meeting along with City staff and review bid items, work extent and site limitations with the bidders.
2. The Consultant will respond to requests for information (RFI) and prepare addenda as necessary.

#### **TASK 2 – CLARIFIER ASSESSMENT**

The following Scope of Services provides a phased breakdown of the proposed work plan for the condition assessment of the B-side aeration basins and secondary sedimentation basins including those built during the 68 and 80 MGD expansion projects (1992 and 1996 respectively). For the purpose of the assessment, the Consultant will review 2 aeration and 2 clarifier basins (one from each phase of construction). The results will be extrapolated to the other basins. Only one aeration basin and one clarifier basin will be emptied at one time (i.e. 2 deployments would be needed in order to complete the assessment).

## **PHASE I – Project Management**

1. The consultant will meet with City to review project objectives and history and confirm the project scope and budget.
2. The consultant will conduct bi-weekly design calls with all stakeholders to update the progress of the design and receive input (4 calls expected).
3. An allowance of 20 hours is included in the scope to review and compile the existing drawings, specifications and previous repair documents. The item also includes additional services beyond the defined deliverables throughout the project. These services include items such as answering questions, e-mails, resolving billing questions/providing additional details etc.

## **PHASE II – Field Assessment**

1. The consultant will conduct a visual assessment of the basin structure and adjacent structures to document the current physical condition of structural and waterproofing elements. Field work will be conducted in 2 phases with each phase requiring 2 days in the field:

- a) Typical concrete elements including floors, columns, beams, walls and other structural elements. The visual review will document noticeable distress such as cracks, leaks, spalls, joint deterioration and other similar adverse conditions.
- b) Other elements that are noted during the field evaluation.

The field evaluation will include field-testing, material testing and non-destructive evaluation of select concrete members. The field testing and visual review will be used to develop viable repair approaches and alternatives by the Consultant. The following field tests are anticipated for the testing program:

- c) Acoustic sounding of select elements to identify delaminated areas in columns, beams and walls.
- d) GPR survey of reinforced concrete floor slabs at selected locations in each structure to confirm the typical depth of reinforcement and concrete cover.
- e) Half-cell testing to determine the corrosion potential of the concrete in the walls area that show signs of corrosion related damage and cracking (3 locations in each deployment). Half Cell Testing provides additional data that will help with the repair recommendations.
- f) Cores will be extracted from the walls at select locations to understand the condition and composition of the existing concrete (planned to extract 7-8 cores for each phase). These will be sent to an independent laboratory for testing. The following tests are anticipated and included in the laboratory costs.
  - I. Sulphate tests 2 cores – 4 depths (0", 1.5", 3", 4.5", 6") Total 8 tests
  - II. pH testing of 4 cores - 4 depths (0", 1.5", 3", 4.5", 6") Total 16 tests
  - III. Petrographic Testing of Cores 2-3 cores
  - IV. Compressive Strength Testing 6 cores
2. The consultant will notify the City of items in need of immediate repairs required for the continued safe use of the structure(s), if there is any.
3. The Consultant will compile and analyze field evaluation data and finalize the quantities of

work.

4. The Consultant will generate repair options, recommendations, and opinions of probable costs.

5. Based on the condition assessment, the Consultant will prepare a report that contains an executive summary, observations, including photographs depicting of the areas observed during the review, results of materials testing and a discussion of the long-term implications, discussion of observed conditions and conceptual repair options, and recommendations for repairs.

## COMPENSATION

Pcubed Associates, Inc., proposes to complete the Second Amendment scope of services on a time and materials basis, for a total fee not to exceed the values below:

### Second Amendment Compensation

Task I - Headworks Building Phase II Repairs	\$94,125.00
Task II - Clarifier Assessment	\$90,750.00
<b>TOTAL PROFESSIONAL SERVICE FEE</b>	<b>\$184,875.00</b>

### First Amendment Compensation

Professional services fee per First Amendment (time extension only)	\$0,000.00
<b>TOTAL PROFESSIONAL SERVICE FEE</b>	<b>\$0,000.00</b>

### Original Contract Amount

Professional services fee per original contract	\$117,300.00
<b>TOTAL PROFESSIONAL SERVICE FEE</b>	<b>\$117,300.00</b>

### TOTAL AMENDED CONTRACT AMOUNT:

**\$302,175.00**

With a remaining contingency  
amount not to exceed \$11,730.00

## SCHEDULE OF FEES

Pcubed Associates 2025 Billing Rates  
Standard Hourly Labor Rates Designation

Principal	\$300.00
Principal Consultant	\$300.00
Senior Consultant	\$250.00
Project Engineer	\$235.00
Senior Engineer	\$210.00
Engineer	\$190.00
CAD Drafter	\$150.00
Technician/Intern	\$145.00
Project Accountant	\$125.00
Administrative Assistant	\$125.00

## SCHEDULE

Project Completion June 30, 2026