

## **FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this 30 day of <sup>May</sup>                    , 2025, amends the Agreement theretofore entered between the CITY OF FRESNO, a California municipal corporation (CITY), and Black & Veatch Corporation, a Delaware corporation, (CONSULTANT).

### **RECITALS**

WHEREAS, City and Consultant entered into an agreement, dated November 16, 2023 (Agreement) to provide professional engineering services for the design of the Dewatering Cake Pump Improvements at the Fresno-Clovis Regional Wastewater Reclamation Facility (Project) for a total fee not to exceed \$587,686, including a contingency amount of \$50,000; and

WHEREAS, additional engineering services have become necessary to change the structural anchorage of the Cake Pump System from the finished floor to a location requiring additional structural support, provide specifications for specialized hoisting equipment, and design additional improvements to the existing odor control system; and

WHEREAS, the City and the Consultant now desire to enter into this First Amendment to the Agreement to modify the scope of work and increase monetary consideration for a fee not to exceed \$38,761, paid on a time and materials basis in accordance with the schedule of fees contained in the Agreement, increasing the total contract to an amount not to exceed \$626,447 with a remaining contingency of \$11,239.

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

1. Consultant shall provide additional services as described in **Attachment A**, attached hereto and incorporated herein by reference.
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 Thirty-Eight Thousand Seven Hundred Sixty-One Dollars (\$38,761), 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 November 16, 2023, remains in full force and effect.

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

CITY OF FRESNO,  
a California municipal corporation

Black & Veatch Corporation,  
a Delaware corporation

Signed by:  
By: *RDA* 5/30/2025  
850A517DB3DD42F...  
Brock D. Buche, PE, PLS,  
Director of Public Utilities

Signed by:  
By: *David J. Carlson* 4/4/2025  
00499C99504B4C3...  
Name: David J. Carlson

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

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

Signed by:  
By: *Daniel E. Casas* 4/7/2025  
8CAZ2ZCC4A66409...  
Daniel E. Casas Date  
Senior Deputy City Attorney

Signed by:  
By: *Andrea Bernica* 4/7/2025  
6E540E2EA007441...  
Name: Andrea Bernica

ATTEST:  
TODD STERMER, MMC  
City Clerk

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

Signed by:  
By: *Tina M. Your* 5/30/2025  
CAB9057903E04D4...  
Deputy Date  
Tina M. Your

Attachment:  
Attachment A – Additional Scope of Services

## Attachment A

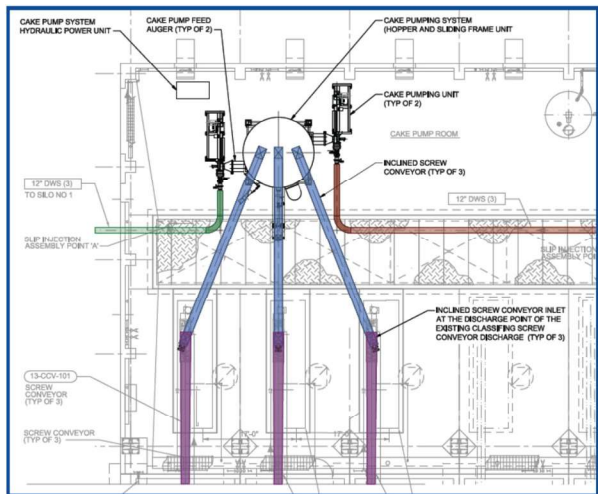
### **ADDITIONAL SCOPE OF SERVICES** **Consultant Service Agreement between City of Fresno (“City”)** **and Black & Veatch Corporation (“Consultant”)** Dewatering Cake Pump Improvements at the Fresno/Clovis Regional Wastewater Reclamation Facility

The following tasks were not included in the original scope of work:

- (1) Cake Pump Bin Structural Design
- (2) Spyder Crane Specification Development
- (3) Odor Control Ducting and Fan Improvements.

#### 1. Cake Pump Bin Structural Design

The original scope of work and estimated level of effort assumed that all equipment would be anchored to the finished floor, and that the Cake Pump Bin would be located adjacent to the east wall of the building as shown in the following figure:



During the kickoff meeting, City staff requested that the Cake Pump Bin be located closer to the centrifuge room to avoid placement in front of the rollup door.

The following tasks were performed in addition to the originally scoped work to complete the structural design:

- (1) Evaluation of the structural support system over the existing pipe trench. This required that the structural support slab be modeled which involved inputting the structural systems into a structural analysis modeling system which was an iterative process of working through the design slab and reinforcing details with the analysis tool to optimize the design with the structural and seismic loading. This process

required that the details of the design be input into a nodal analysis software tool that assists in the analysis and evaluation of the design. The output from the software required additional QC along with the input from senior structural engineers to ensure proper transfer of the loads to the existing facility.

- (2) Design of the structural support system over the existing pipe trench using the data acquired from the analysis modeling system and nodal analysis software.
- (3) Addition of the new structural details to the Plans, designed via computer aided design (CAD).
- (4) Addition of new technical details added to the specifications

## **2. Spyder Crane Specification**

As discussed in progress meetings the decision to include a portable Spyder Crane for maintenance of the equipment was decided to be appropriate for the project. Using a Spyder Crane to service the new equipment eliminates the need for an overhead bridge crane, and it can also be used to service equipment in other process areas at the RWRf.

The following tasks were performed in addition to the originally scoped work to complete the spyder crane specification:

- (1) Research of the appropriate sized unit.
- (2) Prepared specification for specified Spyder Crane unit.

## **3. Odor Control Ducting and Fan Improvements**

Due to the larger volume of the cake bin from that of the existing systems, and the additional volume of the additional conveyors, a new fan and foul air collection system needed to be provided to pull air from the equipment and push it to the existing foul air ducting system.

The following tasks were performed in addition to the originally scoped work to complete the odor control design:

- (1) Performed additional design calculations to determine the appropriate sized fan to be added to the existing odor control system.
- (2) Addition of the new fan details to the Plans, designed via CAD.
- (3) Addition of new technical details added to the specifications.

**COMPENSATION**

**First Amendment Compensation**

Task I - Cake Pump Bin Structural Improvements	\$31,047.00
Task II - Spyder Crane Specification Development	\$1,529.00
Task III - Odor Control Ducting and Fan Improvements	\$6,185.00
<b>TOTAL PROFESSIONAL SERVICE FEE</b>	<b>\$38,761.00</b>

**Original Contract Amount**

Professional services fee per original contract	\$587,686.00
<b>TOTAL PROFESSIONAL SERVICE FEE</b>	<b>\$587,686.00</b>

**TOTAL AMENDED CONTRACT AMOUNT:**

**\$626,447.00**

With a remaining contingency  
amount not to exceed \$11,239.00