

**FIRST AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF WATSONVILLE
AND MICHAEL K. NUNLEY & ASSOCIATES, INC. (MKN)**

THIS FIRST AMENDMENT TO CONTRACT for consultant services is entered into by and between the **City of Watsonville** ("City") and **Michael K. Nunley and Associates Inc.** ("Consultant") this day of _____. The City and Consultant agree as follows:

RECITALS

WHEREAS, City and Consultant have previously executed a Consultant Services Contract to revise engineering support services to the Wastewater Division dated July 29, 2024; and

WHEREAS, the original contract was in the amount of \$250,000 with an expiration date of June 30, 2025;

WHEREAS, MKN was selected from the list of qualified on-call consultants for water and wastewater design services, qualifications were issued by the City in July 2023; and

WHEREAS, the City has added additional tasks to the work program of the Consultant causing additional cost and time to the project completion; and

WHEREAS, the First Amendment of the Contract for Consultant Services is in the best interest of the City of Watsonville.

NOW, THEREFORE, the City and the Consultant agree that the Contract shall be amended as follows:

Section 1 is hereby amended to add the following:

"Section 1. Scope of Services. In addition to the performance of those services specified in detail in Exhibit "A" of the Contract, Consultant shall perform the additional services specified in detail in Exhibit "1," entitled FIRST AMENDMENT TO SCOPE OF SERVICES, which is attached hereto and incorporated herein."

Section 2 is hereby amended to add the following

"Section 2. Term of Contract. The term of the Contract shall be extended to June 30, 2026"

Section 4 is hereby amended to read:

"Section 4 and Exhibit "C" both entitled "Compensation" of the Contract, are hereby amended to provide an additional amount of compensation of Two Hundred Fifty Thousand Dollars (\$250,000) for a cumulative amount of Five Hundred Thousand Dollars (\$500,000) for professional services.

All other terms and conditions of the Contract dated July 29, 2024, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Consultant Services Contract the day and year first hereinabove written.

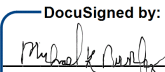
CITY

CONSULTANT

CITY OF WATSONVILLE

MICHAEL K. NUNLEY & ASSOCIATES, INC

By _____
Tamara Vides, City Manager

By  _____
Michael K. Nunley, President & CEO

ATTEST:

By _____
Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

By _____
Samantha W. Zutler, City Attorney

EXHIBIT "1"

FIRST AMENDMENT TO SCOPE OF SERVICES

The scope of services is as follows: MKN provided a letter of proposal to Project Manager Green for Program Management Support Services to the Water and Wastewater Division.

- Attachment: Letter of Proposal from MKN



121 North Fir Street, Suite G
Ventura, CA 93001
805.947.4971 [PHONE](tel:805.947.4971)

February 6, 2025

Danielle Green
Assistant Director of Public Works
City of Watsonville

SUBJECT: MKN Proposal for Program Management Support Services

Dear Ms. Green,

Michael K. Nunley & Associates, Inc. (MKN) is pleased to submit our proposal to the City of Watsonville (City) to provide continued as-needed program management support for the City of Watsonville for wastewater program and infrastructure project management support as staffing changes are occurring.

PROJECT BACKGROUND AND UNDERSTANDING

The City owns and operates a wastewater collection system, a wastewater treatment plant and a recycled water treatment plant among other facilities and programs. The City recently went through staffing changes in their Wastewater Division, and Staff had requested MKN's Principal Engineer, Adam Bugielski, and Senior Project Manager, Becca Bugielski, to assist in performing program management services when the project workload exceeds the City's staffing levels. MKN's team has provided these services for the past seven months assisting City Staff on over sixteen projects or initiatives. At this time City staff have requested an additional proposal for continued services as the current contract is running out of funds.

SCOPE OF WORK

MKN will provide the City with the following services as needed:

- Preparing Request for Proposal/Qualifications;
- Grant Funding applications;
- Managing and reviewing consultants deliverables;
- Coordination with City Engineering and Operations Staff;
- Providing minor design services and project studies;
- Developing project specification in City format;
- Assisting with compliance monitoring and reporting required by the Water Quality Control Board;
- Assisting during the bid and construction phases of projects; and
- Assisting with staffing for on-call WWTP contract operator support
- Chief Plant Operator advisory support

Each project or task will vary based on the specific scope and current phase, however our Program Management Team is experienced and prepared to efficiently support the Wastewater Division at any stage. We are supported by local engineering staff in our San Jose office, as well as technical resources in other MKN offices.



MKN will be available for program management support for the City of Watsonville through January 2026. It is assumed that the proposed scope and budget for this proposal will include multiple wastewater projects/tasks to be assigned by the Public Works Director or designee.

BUDGET and SCHEDULE

MKN proposes to complete tasks on an as-needed basis with a budget not-to-exceed \$250,000. Our standard fee schedule is attached.

This budget is based on the anticipated needs for a one-year period. It is assumed that should needs arise above the budgeted amount, additional budget may be added to a mutually agreed upon amount. Additionally, this proposal includes program management support outside of ongoing operations, maintenance, and emergency responses. It is assumed that these responsibilities, along with the designated Chief Plant Operator and other required personnel, will continue to be managed by City Staff.

We hope this proposal meets your expectations. We are happy to answer any questions you have and look forward to working with you.

Sincerely,

A blue ink signature of Adam Bugielski, written in a cursive style.

Adam Bugielski, PE
Principal Engineer

A blue ink signature of Becca Bugielski, written in a cursive style.

Becca Bugielski, PE
Senior Project Manager

Attachments:
2025 Fee Schedule



2025 FEE SCHEDULE

CATEGORY	POSITION	HOURLY RATE
Communications and Administrative	Administrative Assistant	\$113
	Strategic Communications Coordinator	\$126
	Strategic Communications Specialist	\$168
Designers and Technicians	CAD Technician I	\$152
	CAD Design Technician II	\$173
	Senior Designer	\$185
Planning	Assistant Planner I	\$165
	Assistant Planner II	\$184
	GIS Specialist	\$184
	Planner I	\$203
	Planner II	\$218
	Senior Planner	\$246
Engineers	Engineering Technician	\$123
	Assistant Engineer I	\$165
	Assistant Engineer II	\$184
	Project Engineer I	\$203
	Project Engineer II	\$218
	Senior Engineer I	\$238
	Senior Engineer II	\$251
	Senior Engineer III	\$267
	Principal Engineer	\$289
Project Management	Project Manager	\$256
	Senior Project Manager	\$267
	Project Director	\$312
	Senior Project Director	\$329
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