

SECOND AMENDMENT TO CONSULTANT AGREEMENT

THIS SECOND AMENDMENT TO CONSULTANT AGREEMENT (Amendment) effective as of _____ amends the Consultant Agreement (Agreement) between the CITY OF FRESNO a California municipal corporation (City), and Michael K. Nunley & Associates, Inc., a California corporation (Consultant) entered into on June 10, 2022, to provide compensation for professional engineering services for Design of Booster Pump Replacements at Pump Stations 89A, 150, and 176 (Project).

RECITALS

WHEREAS, pursuant to the Agreement the City provided compensation to the Consultant for an amount not to exceed \$102,523, paid on a time and materials basis, and a contingency amount not to exceed \$15,379, for an initial term from June 10, 2022 through December 31, 2024; and

WHEREAS, on December 16, 2024, the City and Consultant entered into a First Amendment to the Agreement to replace Pump Station 133 with Pump Station 176 and extend the term of the Agreement to October 31, 2026, without changing the overall compensation of the Agreement; and

WHEREAS, additional design services have become necessary to replace the deaeration tank with an aeration tank at Pump Station 89A; and

WHEREAS, the City and Consultant now desire to enter into this Second Amendment to modify the Agreement to extend the term to December 31, 2027, increase the scope of work as set forth in Exhibit A (Additional Scope of Services) attached hereto, and increase monetary consideration in an amount not to exceed \$126,754, paid on a time and materials basis in accordance with the updated schedule of fees contained in Exhibit B attached hereto, with an additional contingency amount not to exceed \$19,013, increasing the total contract to \$229,277, with a contingency amount not to exceed \$34,392; and

WHEREAS, the term of the Agreement is extended up to and including December 31, 2027.

WHEREAS, with entry into this Amendment, the Consultant agrees the Consultant 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 other good and valuable consideration hereby acknowledged, the parties agree that the aforesaid Agreement be amended as follows:

1. The term of the Agreement is extended up to and including December 31, 2027.
2. Exhibit A, the Additional Scope of Services shall incorporate the remaining work set forth in the original Agreement for P89A, P150 and P176.

3. The additional services as described in Exhibit A, Additional Scope of Services shall be completed by April 6, 2027, following execution of this Amendment by both parties.

4. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be increased by an amount not to exceed \$126,754, paid on a time and materials basis in accordance with the updated schedule of fees contained in Exhibit B attached hereto and incorporated herein by reference, with an additional contingency amount not to exceed \$19,013, increasing the total contract to \$229,277, with a contingency amount not to exceed \$34,392.

5. 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 two Parties, provided for within the body of this Amendment, shall be null and void.

6. Except as otherwise provided herein, the Agreement entered into by the 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 California municipal corporation

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

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

By: Michael K. Nunley
Name: Michael Nunley

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

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: Henry Liang
Name: Henry Liang

By: Tricia Herrera 8-6-2025
Tricia Herrera Date
Deputy City Attorney

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

ATTEST:
TODD STERMER, MMC
City Clerk

REVIEWED BY:

By: _____
Date
Deputy

Sarah Lambeth
Sarah J Lambeth
Senior Management Analyst
Capital Projects Department

Addresses:
CITY:
City of Fresno
Attention: Charles Masters
Project Manger
747 R Street, Second Floor
Fresno, CA 93721

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

EXHIBIT A
ADDITIONAL SCOPE OF SERVICES
Consultant Service Second Amendment to Agreement between City of Fresno
(City) and Michael K. Nunley & Associates, Inc., a California corporation
(Consultant)

City of Fresno Design of Booster Pump Replacements at
Pump Stations 89A, 150, and 176

SCOPE OF WORK

The additional scope of services is necessary to include design services for the revised P89A Scope of Work. The revised design services will include:

1. P89A Custom Aeration System Project Management/ Technical Memo/ Schematic Design (PM/TM/SD):
 - a. Project Management services involving the design of the Aeration System including project delivery schedules and budgets for City review and consideration, electronic and phone correspondence with City staff, and additional project coordination and progress meetings.
 - b. The Technical Memo will summarize the tank design criteria, materials of construction, tank construction method, aeration tank size, aeration system components, and appurtenances required for the custom aeration system. Also included will be a detailed geotechnical study provided by the Consultant.
 - c. The Schematic design drawings of the aeration system will show the location (site plan), tank plan, and tank sections.
2. P89A Design Development:
 - a. The combined plans, specifications, and estimate (PS&E) as outlined in the original Agreement will be modified and expanded to include the custom aeration system at PS 89A.
 - b. It is anticipated that at least five (5) new technical specifications will be required to accommodate the design changes.
3. P89A Construction Documents:
 - a. Final Building & Safety approved plans (PS&E) as outlined in the original Agreement will be expanded to include deaeration tank replacement with a custom aeration system at P89A.
4. P89A Construction Phase:
 - a. Additional engineering services during construction of the custom Aeration System will be provided.

Consultant shall incorporate the above scope of services into a single bid package, which shall consist of the Revised Scope of Services, and the remaining work set forth in the original Agreement for P89A, P150 and P176.

Second Amendment Compensation

P89A Custom Aeration Tank	\$84,763.00
Remaining work from original Agreement at 2025 Revised Schedule of Fees as of 8/25/2025	\$41,991.00
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TOTAL PROFESSIONAL SERVICES FEE	\$126,754.00

First Amendment

Time Extension Only	\$0.00
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TOTAL PROFESSIONAL SERVICE FEE	\$0.00

Original Contract Amount

Design of Booster Pump Replacements at Pump Stations 89A, 133, and 150	\$102,523.00
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TOTAL PROFESSIONAL SERVICES FEE	\$102,523.00

Total Amended Contract Amount **\$229,277.00**
With a contingency amount not to exceed \$34,392.00

SCHEDULE

Project Completion – P89A Custom Aeration Tank	April 6, 2027
Remaining work from Original Agreement	December 31, 2027

**EXHIBIT B
REVISED SCHEDULE OF FEES**



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	\$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 as of August 28, 2025.

DIRECT PROJECT EXPENSES

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