

FIRST AMENDMENT TO CONSULTANT AGREEMENT

THIS FIRST 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, 133, and 150 (Project).

RECITALS

WHEREAS, pursuant to the Agreement, the City provided compensation to the Consultant for professional engineering services for a total fee of \$102,523 and a contingency amount not to exceed \$15,379 for any additional work rendered pursuant to Subsection (c) of the Agreement dated June 10, 2022, for the Project; and

WHEREAS, the initial term of the Agreement was effective from June 10, 2022, through the earlier of complete rendition of the services or December 31, 2024; and

WHEREAS, the City and Consultant now desire to extend the term of the Agreement through the earlier of complete rendition of the services or October 31, 2026; and

WHEREAS, the City and Consultant have agreed to remove previously identified improvements at Pump Station 133 and replace these with equivalent improvements at Pump Station 168, for the benefit of Pump station 176; and

WHEREAS, with entry into this Amendment, the Consultant agrees the Consultant has no claim, demand or dispute against the City.

AGREEMENT

NOW, THEREFORE, the parties agree that the Agreement be amended as follows:

1. The term of the Agreement is extended through the earlier of complete rendition of the services or October 31, 2026, increasing the Time for Performance to a total of 1,604 consecutive calendar days.

2. All reference to Pump Station 133 or PS 133 shall be understood to be replaced by Pump Station 176 or PS 176, with physical improvements taking place at Pump Station 168 or PS 168.

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 two 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 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: *[Signature]*

Name: Michael K. Nunley

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

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____

Signed by:
By: *Brandon Collet* 12/4/2024
1CFC5444CAA64DB... Date
Brandon M. Collet
Chief Assistant City Attorney

Name: _____

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

ATTEST:
TODD STERMER, CMC
City Clerk

REVIEWED BY:

By: _____
Deputy
Date

Digitally signed by Sarah Lambeth
DN: c=US, E=Sarah.Lambeth@fresno.gov, O=City of Fresno, OU=Capital Projects Department, CN=Sarah Lambeth
Date: 2024.12.04 10:34:12-0800'
Sarah Lambeth
Sarah 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
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