

FIRST AMENDMENT TO CONSULTANT AGREEMENT

THIS FIRST AMENDMENT TO CONSULTANT AGREEMENT (Amendment) effective as of 6/26/2024 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 1, 2023, to provide compensation for professional engineering services for the Fresno-Clovis Regional Wastewater Reclamation Facility Bar Screen Optimization Study (Project).

RECITALS

WHEREAS, pursuant to the Agreement, the City provided compensation to the Consultant for professional engineering services for a total fee of \$70,500.00 and a contingency amount not to exceed \$10,000.00 for any additional work rendered pursuant to Subsection (c) of the Agreement dated June 1, 2023, for the Project; and

WHEREAS, the initial term of the Agreement was effective from June 1, 2023, through the earlier of complete rendition of the services or June 30, 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, 2024; and

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 through the earlier of complete rendition of the services or October 31, 2024, increasing the Time for Performance to a total of 518 consecutive calendar days.

2. 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.

3. Except as otherwise provided herein, the Agreement entered into by the City and Consultant, dated June 1, 2023, 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
FRANCISCO V. MAGOS II, PE,
MBA, QSD
Assistant Director
Capital Projects Department

By: Eileen Shields

Name: Eileen Shields

Title: Vice President

(If corporation or LLC., Board Chair, Pres.
or Vice Pres.)

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____

Name: _____

By: Tricia Herrera 6/26/2024
Tricia Herrera Date
Deputy City Attorney

Title: _____

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

ATTEST:
TODD STERMER, CMC
City Clerk

REVIEWED BY:

Sarah Lambeth

By: Collette Barrios 6/26/24
Collette Barrios Date

Sarah Lambeth
Senior Management Analyst
Capital Projects Department

Senior Deputy City Clerk

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
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