

SECOND AMENDMENT TO CONSULTANT AGREEMENT

THIS SECOND AMENDMENT TO CONSULTANT AGREEMENT (Amendment) made and entered into as of this ____ day of _____ 2025, (Effective Date) amends the Consultant Services Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and Michael K. Nunley Associates, Inc. a California corporation (Consultant).

RECITALS

WHEREAS, the City and Consultant entered into a Consultant Services Agreement (Agreement) on June 10, 2022, to provide professional engineering services for Design of Well 345-1 Treatment System (Project); and

WHEREAS, pursuant to the Agreement, the City provided compensation to the Consultant for professional engineering services for a total fee not to exceed \$137,800, paid on a time and material basis in accordance with schedule of fees contained in Exhibit A of the Agreement and a contingency amount not to exceed \$13,800 for any additional work rendered pursuant to Section 3(c); and

WHEREAS, the First Amendment to the Agreement, executed on December 31, 2024, extend the term of the Agreement from December 31, 2024, to June 29, 2025; and

WHEREAS, City and Consultant now desire to extend the term of the Agreement to June 29, 2026 and to increase the compensation by \$3,600, paid on a time and materials basis in accordance with the updated schedule of fees contained in Attachment A attached hereto, increasing the total contract to an amount not to exceed \$141,400 and a contingency amount not to exceed \$13,800; and

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 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 recitals to this Amendment are incorporated and made a part of this Agreement.

2. Section 2 of the Agreement is amended to read as follows:

"Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above and shall continue in full force and effect through the earlier of complete rendition of the services hereunder or June 29, 2026, subject to any earlier termination in accordance with this Agreement. The services of the Consultant as described in **Exhibit A** are to commence upon the City's issuance of a written "Notice to Proceed." Work shall be undertaken and completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed within 1481 consecutive calendar days from such authorization to proceed."

3. Section 3(a) of the Agreement is amended to read as follows:

"Compensation.

(a) The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed one hundred forty one thousand four hundred dollars (\$141,400), paid on a time and materials basis in accordance with the schedule of fees contained in **Exhibit A-1**, and a contingency amount not to exceed thirteen thousand eight hundred dollars (\$13,800) for any additional work rendered pursuant to Subsection (c) below and authorized in writing by the Director."

4. 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.

5. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant on June 10, 2022, remains in full force and effect.

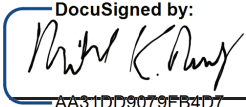
[Signatures appear on the next page.]

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

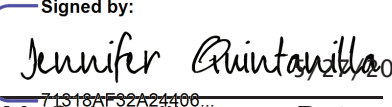
Michael K. Nunley & Associates, Inc.,
a California Corporation

By: _____
Brock D. Buche, PE, PLS
Director of Public Utilities

DocuSigned by:

By: _____ 5/23/2025
AA31DD9079FB4D7...
Name: Michael K. Nunley

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

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

Signed by:

By: _____ 5/23/2025
71318AF32A24406...
Jennifer M. Quintanilla Date
Senior Deputy City Attorney

By: _____
Name: _____

ATTEST:
TODD STERMER, MMC
City Clerk

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

By: _____
Deputy Date

Addresses:
CITY:
City of Fresno
Attention: Soheil Mortezaeifar
Engineer II
1626 E Street
Fresno, CA 93706
Phone: (559) 621-1604

CONSULTANT:
Michael K. Nunley & Associates, Inc.
Attention: Michael K. Nunley
CEO/President
PO Box 1604
Arroyo Grande, CA 93421
Phone: (805) 904-6530
FAX: (805) 904-6532
Email: mnunley@mknassociates.us

Attachment:
Exhibit A-1 – 2025 Schedule of Fees

Exhibit A-1



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 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