

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (First Amendment) made and entered into as of this _____ day of _____, 2025, by and between the CITY OF FRESNO, a California municipal corporation (City) and Michael K. Nunley & Associates, Inc., a California corporation (Consultant). The City and the Consultant are collectively referred as the "Parties" in this First Amendment.

RECITALS

WHEREAS, City and Consultant entered into an Agreement, dated September 27, 2024, (Agreement) for professional on-call engineering services for the Capital Projects Department's Capital Improvement Program (Program) for Conveyance Infrastructure with a total maximum amount payable by the City of one million dollars (\$1,000,000.00) for all Task Orders issued under the Agreement; and

WHEREAS, additional Capital Improvement Program Conveyance Infrastructure projects have been programmed, resulting in the need to increase the maximum amount payable to each Consultant for all Task Orders issued under the Agreement; and

WHEREAS, City and Consultant now desire to enter into this First Amendment to modify the compensation of the Agreement and increase the maximum amount payable by the City to each Consultant for all Task Orders resulting under the Agreement by an amount not to exceed two million dollars (\$2,000,000.00), for a total maximum Agreement value of three million dollars (\$3,000,000.00), for the life of the Agreement; and

WHEREAS, City and Consultant agree that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under the Agreement through Task Orders.

AMENDMENT

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 Agreement is amended as follows:

1. The maximum amount payable by the City to each Consultant for all Task Orders resulting under the Agreement shall not exceed three million dollars (\$3,000,000.00), for the life of the Agreement. It is understood and agreed that there is no guarantee, expressed or implied, that this dollar amount will be authorized under this Agreement through Task Orders.
2. In the event of any conflict between the body of this First Amendment and any exhibit or attachment hereto, the terms and conditions of the body of this First 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 First Amendment, shall be null and void.

3. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement, dated September 27, 2024, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: _____
Francisco V. Magos, PE, MBA, QSD,
Capital Projects Assistant Director
Capital Projects Department

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By:  _____ 7/22/25
Jennifer M. Wharton Date
Deputy City Attorney

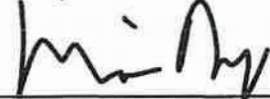
ATTEST:
TODD STERMER, MMC
City Clerk

By: _____
Deputy Date

Addresses:
CITY:
City of Fresno
Attention: Sarah Lambeth
Senior Management Analyst
747 R Street, Second Floor
Fresno, CA 93721
Phone: (559) 621-6789
E-mail: Sarah.Lambeth@fresno.gov

Attachments:
Agreement City of Fresno, California Consultant Services

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

By:  _____
Michael Nunley
President

By:  _____
Henry Liang
Principal

CONSULTANT:
Michael K. Nunley & Associates, Inc.
Attention: Henry Liang, PE
8405 Fresno Street, Suite 120
Fresno, CA 93720
Phone: (559) 500-4750 X1102
E-mail: HLiang@mknassociates.us