

FOURTH AMENDMENT TO AGREEMENT

THIS FOURTH AMENDMENT TO AGREEMENT (Fourth Amendment) made and entered into as of this _____ day of _____, 2025, amends the Agreement theretofore entered between the CITY OF FRESNO, a California municipal corporation (CITY), and CAROLLO ENGINEERS, INC., a Delaware corporation, (CONSULTANT).

RECITALS

WHEREAS, the CITY and the CONSULTANT entered into an agreement on July 1, 2019, (Agreement) to provide professional consulting engineering services for the North Avenue Sewer Trunk Main Realignment (Project) for a total fee not to exceed \$210,920, including a contingency amount of \$20,000; and

WHEREAS, the First Amendment to the Agreement was executed on October 26, 2020, to make use of the \$20,000 contingency amount in its entirety and additionally increase the compensation in the amount of \$3,570 for a total fee not to exceed \$214,490, for additional design services, and greater than anticipated Burlington North Santa Fe Railway permitting efforts, and extended the term of the Agreement to December 17, 2021; and

WHEREAS, the Second Amendment to the Agreement was executed on December 14, 2021, and extended the term of the Agreement to March 31, 2023; and

WHEREAS, the Third Amendment to the Agreement was executed on March 31, 2023, to increase compensation in the amount of \$180,500, including a contingency amount of \$22,000, amended the meaning of compensation language on the original agreement from Total Fee basis to Time and Materials basis, and extended the term of the Agreement to March 31, 2025; and

WHEREAS, the City and the Consultant have agreed to a compensation increase in the amount of \$52,697, for necessary construction support services through the end of the Project; and

WHEREAS, the City and the Consultant desire to extend the term of the Agreement to March 31, 2027 to complete the Project; and

WHEREAS, with entry into this Fourth Amendment, the CONSULTANT agrees it has no claim, demand, or dispute against the CITY.

AGREEMENT

NOW, THEREFORE, the CITY and the CONSULTANT agree that the aforesaid Agreement be amended as follows:

1. Section 2 of the Agreement is amended in its entirety to read as follows:

“2. 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 March 31, 2027, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to

commence upon 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 2,830 consecutive calendar days from such authorization to proceed."

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

"(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 Four Hundred Twenty-Five Thousand Six Hundred Eighty-Seven Dollars (\$425,687), paid on a time and materials basis in accordance with the proposal received from the Consultant on April 14, 2025, and a contingency amount not to exceed Twenty-Two Thousand Dollars (\$22,000) for any additional work rendered pursuant to Subsection (c) below and authorized in writing by the Director."

3. Except as otherwise provided herein, the Agreement and Amendments entered into by the CITY and the CONSULTANT, remain in full force and effect.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

Carollo Engineers, Inc.,
a Delaware corporation

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

Signed by:
By: Anne E Prudhel 5/2/2025
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Name: Anne E Prudhel

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Title: Executive Vice President
(If corporation or LLC., Board Chair,
Pres. Or Vice Pres.)

Signed by:
By: Daniel E. Casas 5/2/2025
8CA9222C04A66409
Date
Daniel E. Casas
Senior Deputy City Attorney

Signed by:
By: Ryan Sellman 5/2/2025
9D93B5F27EBA447...
Name: Ryan Sellman

ATTEST:
TODD STERMER, MMC
City Clerk

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

By: _____
Deputy _____ Date