

## **FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this 26<sup>th</sup> day of October, 2020, 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 City and the Consultant have negotiated an increase in compensation of \$23,570 for additional design services resulting from sewer trunk main alignment revisions and greater than anticipated Burlington North Santa Fe Railroad permitting efforts; and

WHEREAS, the City and the Consultant have agreed to the utilization of the \$20,000 contingency resulting in a net compensation increase of \$3,570 for the sewer trunk main alignment revisions greater than anticipated Burlington North Santa Fe Railroad permitting efforts; and

WHEREAS, the City and the Consultant desire to extend the Agreement to December 17, 2021 to complete the Project; and

WHEREAS, with entry into this 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 December 17, 2021, 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 900 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) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee of Two Hundred Fourteen Thousand Four Hundred Ninety dollars (\$214,490). Such fee includes all expenses incurred by CONSULTANT in performance of the services.”

3. Except as otherwise provided herein, the Agreement entered into by the CITY and the CONSULTANT, dated July 1, 2019, 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 municipal corporation

By: Michael Carbajal  
Michael Carbajal, Director  
Department of Public Utilities

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By: DSB 9.17.20  
Raj Singh Badhesha Date  
Supervising Deputy City Attorney

ATTEST:  
YVONNE SPENCE, CRM MMC  
City Clerk

By: Marco Martinez  
Deputy Date 10/26/2020  
Marco Martinez

Carollo Engineers, Inc.,  
A Delaware corporation

By: [Signature]  
Name: Eric Coopers, P.E.

Title: VICE PRESIDENT  
(If corporation or LLC., Board  
Chair, Pres. Or Vice Pres.)

By: [Signature]  
Name: MICHAEL BARNES

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