

### THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2024, amends the Agreement entered into 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 May 31, 2023, (Agreement) to provide professional engineering services in the amount of \$736,873, with a contingency amount not to exceed \$74,000, for the Downtown Water & Wastewater Infrastructure Improvement Study (Project); and

WHEREAS, on November 27, 2023, the First Amendment to the Agreement (First Amendment) was executed to expand the Consultant's scope of services to include design, bidding support, and construction support services related to the Project and increase the Consultant's total compensation to \$2,000,406, with an amended contingency amount not to exceed \$374,000; and

WHEREAS, on April 17, 2024, the Second Amendment to the Agreement (Second Amendment) was executed to use the new labor rates for 2024 outlined in the Consultant's 2024 Fee Schedule; and

WHEREAS, the Consultant has completed the design and bidding services portion of the First Amendment to the Agreement; and

WHEREAS, the City and Consultant now desire to modify the scope of services to reallocate fees and include construction support services related to the Project; and

WHEREAS, with entry into this Agreement, the Consultant agrees that the Consultant has no claim, demand, or dispute against the City.

### AGREEMENT

NOW, THEREFORE, the parties agree that the aforesaid Agreement be amended as follows:

1. The Consultant shall provide additional services as described in **Attachment A**, attached hereto and incorporated herein by reference. Such additional services shall be completed within 500 days following execution of this Amendment by both parties.

2. The monetary consideration shall increase in the amount of \$427,370, with a remaining contingency amount not to exceed \$374,000, increasing the total contract amount to \$3,164,649 with a contingency amount not to exceed \$374,000.

3. 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.

4. Except as otherwise provided herein, the Agreement entered into by the City and Consultant, dated May 31, 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 municipal corporation

By: \_\_\_\_\_  
Francisco V. Magos, PE,  
Assistant Director

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: \_\_\_\_\_  
Deputy Date

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By:  7/24/24  
Angela M. Karst Date  
Senior Deputy City Attorney

Addresses:  
CITY:  
City of Fresno  
Attention: Robert A. Diaz  
Project Manager  
747 R Street, 2<sup>nd</sup> Floor  
Telephone No. (559) 621-8837

Attachment:  
Exhibit A - Expanded Scope of Services

Carollo Engineers, Inc.,  
a Delaware Corporation

By:  \_\_\_\_\_

Name: Ryan Sellman

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

By:  \_\_\_\_\_

Name: Anne E. Prudhel

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

REVIEWED BY:

  
\_\_\_\_\_  
Sarah Lambeth  
Senior Management Analyst  
Capital Projects Department

CONSULTANT:  
Carollo Engineers, Inc.  
Attention: Ryan Sellman, Vice President  
1401 Fulton Street, Suite 802  
Fresno, CA 93721  
Telephone No. (559) 436-6616  
FAX: (559) 436-1191

**EXHIBIT A**  
**EXPANDED SCOPE OF SERVICES**  
**Consultant Service Third Amendment to Agreement between City of Fresno (City)**  
**and Carollo Engineers, Inc., a Delaware Corporation (Consultant)**

Downtown Area Water and Wastewater Infrastructure Improvements Study

**SCOPE OF WORK**

The expanded scope of services is necessary for the engineering services during construction. Tasks associated with the engineering services during construction were not included in the original contract nor any subsequent amendments.

**Task 13 Engineering Services During Construction**

**Task 13.1 Project Management**

This task includes administration, management, coordination, monitoring, and reporting for the project. The Consultant will submit monthly invoices to summarize the work performed during the current month, the current percent complete, and percent spent of the budget. The Consultant will provide management and coordination necessary to perform planning, execution, and to maintain staffing needs and budget throughout the construction period.

Deliverables

- Staffing, coordination, team management, progress reports, and resourcing: approximately 8 hours per month.
- Monthly invoices and progress reports.

**Task 13.2 Conformed Documents**

Following award of the project, the Consultant will prepare Conformed Documents using the Consultant's standard format and distribute copies to City of Fresno staff and the Contractor for use during construction. Changes to the plans and specifications incorporated into the project by addenda during bidding will be included in the Conformed Documents.

Deliverables

- Conformed Documents include full-size plans and specifications book:
  - » Hard copies: 15 set of full-size 22"x34" plans and 15 specifications books.
  - » PDFs: Full sized plans and specifications book.

**Task 13.3 Coordination Meetings**

The Consultant will attend regularly scheduled virtual construction status meetings with the City of Fresno Construction Manager (CM) and the Contractor. The meeting agendas are expected to include site safety, construction progress, contract administration, open requests for information (RFIs) and submittals and construction questions.

Deliverables

- Meetings will be monthly the first two months of the project and weekly thereafter for a total of 42 meetings.
- Meetings will be virtual (i.e. MS Teams, Zoom or another platform).

#### **Task 13.4 Construction Submittal Review**

The Consultant will review and respond to product shop drawings and submittals from the Contractor forwarded by the CM, estimated at 175 total reviews. Review comments will be returned to the CM for processing and distribution to the Contractor and other appropriate parties.

#### **Task 13.5 Respond to Requests for Information**

The Consultant will review Contractor RFIs as requested by the CM, estimated at 150 RFIs. The Consultant will review the Contractor furnished supporting information and investigate the request through discussions internally with the Contractor and/or the CM. The Consultant will review the necessary field data collected or mark ups to referenced technical documents (supplemental drawings, specifications, etc.) to assist the CM with the preparation of the RFI responses.

#### **Task 13.6 Prepare Design Clarification**

Under this task, the Consultant will also prepare up to ten (10) Design Clarifications (DCs) for the Contractor or the City CM as requested changes or to correct conflicting information within the Contract Documents.

#### **Task 13.7 Site Visits**

This task includes attending a total of 10 site visits at the request of the Contractor or the City CM to answer field questions or witness on-going construction requiring engineering input.

##### Deliverables

- Each site visit includes onsite and travel time for a total of 8 hours per visit.
- Each site visit assumes at least one attendee.

#### **Task 13.8 Prepare Record Drawings**

The Consultant will incorporate the Contractor's as-built mark ups of the Construction drawings in CAD and develop an as-built set of drawings and other electronic files per Consultant's Standard Format to finalize the record documents for the City.

##### Deliverables

- Record documents:
  - » Hard copies: 1 set of full-size (22"x34") plans, 1 set of half-size plans (11"x17").
  - » Pdfs: Full-size plans, half-size plans, and specifications.
- Drawing files in their native format CAD format.

#### **Time of Performance**

The Consultant will commence work on the project at the time of Notice-to-Proceed and will last throughout the duration of the project, which is estimated to last approximately 18 months which includes 12 to 14 months of construction, two (2) months of startup coordination, and two (2) months of Record Drawing development.

### **Third Amendment Compensation**

Task 13 Engineering Services During Construction	\$427,370.00
<b>TOTAL PROFESSIONAL SERVICES FEE</b>	<b>\$427,370.00</b>

### **Second Amendment**

Revised Fee Schedule (No compensation)	\$0.00
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### **First Amendment Compensation**

Water & Sewer Design Services	\$1,859,478.00
CEQA Support (Optional)	\$140,928.00
<b>TOTAL PROFESSIONAL SERVICES FEE</b>	<b>\$2,000,406.00</b>

### **Original Contract Amount**

Phase 1: Preliminary Field Investigation & Hydraulic Analysis	\$293,828.00
Phase 2: Field Investigations, Capital Cost Estimates & Downtown Area Water & Wastewater Infrastructure Improvement Study	\$443,045.00
<b>TOTAL PROFESSIONAL SERVICES FEE</b>	<b>\$736,873.00</b>

<b>Total Amended Contract Amount</b>	<b>\$3,164,649.00</b>
	With a remaining contingency amount not to exceed <b>\$374,000.00</b>

## **SCHEDULE**

Time allotted for the construction phase is summarized below.

Task 13	14 Months
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