

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of _____ 2023, amends the Agreement entered into between the City of Fresno, a California municipal corporation (City), and UltraSystems Environmental Inc., a California Corporation (Consultant).

RECITALS

WHEREAS, the City and the Consultant entered into an Agreement, dated September 8, 2021, for professional environmental services for technical studies and memoranda for McKinley Avenue Widening between Marks Avenue to Hughes Avenue, (Agreement); and

WHEREAS, on September 7, 2022, the City and the Consultant executed a First Amendment to the Agreement, extending the time for performance to September 30, 2023; and

WHEREAS, on February 14, 2023, the City and the Consultant executed a Second Amendment to the Agreement, modifying the scope of work and increasing the compensation; and

WHEREAS, the Consultant has completed a portion of the professional engineering services identified in the Agreement; and

WHEREAS, the City and Consultant now desire to modify the time for performance to allow the Consultant to complete the Scope of Work.

AGREEMENT

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

1. The term of the Agreement shall be extended to September 30, 2024, as described in **Attachment A**, attached hereto and incorporated herein by reference.
2. No additional compensation shall be rendered as a result of this Amendment.
3. In the event of any conflict between the body of this Third Amendment and any exhibit or attachment hereto, the terms and conditions of the body of this Third 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 Third Amendment, shall be null and void.
4. Except as otherwise provided herein, the Agreement shall remain in full force and effect.

[Signatures follow on the next page.]

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

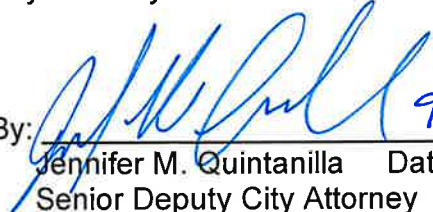
City of Fresno,
a California municipal corporation

By: _____
Randall W. Morrison, P.E.
Director
Capital Projects Department

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date


APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By:  9/19/23
Jennifer M. Quintanilla Date
Senior Deputy City Attorney


Addresses:
CITY:
City of Fresno
Attention: Brandon Chacon
2600 Fresno Street, 4th Floor
Fresno, CA. 93721-3623
Telephone No. (559) 621-8713
FAX. N/A

Attachment: Attachment A

UltraSystems Environmental Inc.,
a California Corporation

By:  _____
Name: Betsy A. Lindsay

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

By:  _____
Name: Betsy A. Lindsay

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

REVIEWED BY:

Brandon Chacon
Projects Administrator
Capital Projects Department

CONSULTANT:
UltraSystems Environmental Inc.
Attention: Michael Rogozen, D. Env.,
Senior Principal Engineer
16431 Scientific Way
Irvine, CA 92618
Telephone No. (949) 788-4900
FAX: (949) 788-4901

ATTACHMENT A

ADDITIONAL SCOPE OF SERVICES

**Third Amendment to Consultant Service Agreement between City of Fresno (City) and
UltraSystems Environmental Inc. (Consultant)**

McKinley Avenue Widening from Marks Avenue to Hughes Avenue

Consultant's agreement performance period expires September 30, 2023. All Tasks of the agreement are not complete. This amendment extends the Consultant's performance period to September 30, 2024. No additional compensation shall be rendered with this Third Amendment.