

FIFTH AMENDMENT TO AGREEMENT

THIS FIFTH AMENDMENT TO AGREEMENT (Fifth 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 CAROLLO ENGINEERS, INC., a Delaware corporation (Consultant).

RECITALS

WHEREAS, the City's Wastewater Management Division operates the Fresno-Clovis Regional Wastewater Reclamation Facility (RWRF) in accordance with Waste Discharge Requirements (WDR) Order R5-2018-0080 adopted by the Central Valley Regional Water Quality Control Board (Board) on December 13, 2018; and

WHEREAS, the City and Consultant entered into an agreement on May 21, 2019, (Agreement) to provide professional consulting services for the preparation of workplans for the evaluation of the existing groundwater monitoring network and an arsenic and manganese assessment at the RWRF (Workplans) as required by the WDR for a total fee of \$250,000; and

WHEREAS, the First Amendment to Agreement, made and entered into on October 25, 2019, expanded the scope of services to include an evaluation of domestic wells located in the vicinity of the RWRF in preparation of the Workplans and as required by the Board, and provided an increase in the amount of \$49,287 for a total fee of \$299,287; and

WHEREAS, the Second Amendment to Agreement, made and entered into on April 16, 2020, expanded the scope of services to include completion of the Arsenic and Manganese Groundwater Compliance Assessment Report (As/Mn Report) as required by the WDR and in accordance with the approved Workplans, provided an additional increase in the amount of \$690,044 for a total fee of \$989,331, and provided an extension to the Agreement; and

WHEREAS, the Third Amendment to Agreement, made and entered into on October 18, 2021, expanded the scope of services to include support for the construction of groundwater monitoring wells and review of groundwater data utilizing existing funds, and provided an extension to the Agreement; and

WHEREAS, the Fourth Amendment to Agreement, made and entered into on January 6, 2023, increased the compensation by \$111,810 allowing for continued support during the implementation of the Arsenic and Manganese Groundwater Compliance Assessment and the Workplans, as well as preparation of the resulting technical report required by the WDR; and

WHEREAS, the Consultant has completed all required compliance activities and submitted the documents to the Board for review and comment, but has not received a letter of determination from the Board illustrating the City's compliance with the WDR; and

WHEREAS, the scope of work requires that the Consultant respond to all comments and revisions required by the Board as a result of the review, and as such, the City and the Consultant desire to extend the term of the Agreement; and

WHEREAS, with entry into this Fifth Amendment, the Consultant agrees it has no

claim, demand, or dispute against the City.

AGREEMENT

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

1. The recitals listed above are incorporated herein and made a part of this Fifth Amendment.

2. 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 31, 2025, subject to any earlier termination in accordance with this Agreement. The services of the Consultant as described in Exhibit A, Exhibit A1, Exhibit A2.1, and Exhibit A3 are to commence upon the City’s issuance of a written “Notice to Proceed.” Work shall be undertaken and completed in a sequence assuring expeditious completion.

3. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant, dated May 21, 2019, and amended on October 25, 2019, April 16, 2020, October 18, 2021, and January 6, 2023, remains in full force and effect.

[Signatures follow on the next page.]

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

CITY OF FRESNO,
A California municipal corporation

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

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: Brandon Collet 11/9/2023

Brandon M. Collet Date
Supervising Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Clerk Attesting Date
Deputy

Addresses:

CITY:
City of Fresno
Attention: Anita Luera
Project Manager
1626 E Street
Fresno, CA 93706
Phone: (559) 621-1625
E-mail: Anita.Luera@fresno.gov

CAROLLO ENGINEERS, INC.,
A Delaware corporation

By: Ryan Sellman 11/8/2023

Name: Ryan Sellman

Title: Vice President

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

By: Anne E Prudhel 11/9/2023

Name: Anne E Prudhel

Title: Senior Vice President

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

CONSULTANT:
Carollo Engineers, Inc.
Attention: Ryan Sellman, PE
Vice President
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Fresno, CA 93721
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