

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of _____, 2021, amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and Carollo Engineers, Incorporated, a Delaware Corporation (Consultant).

RECITALS

WHEREAS, City and Consultant entered into an agreement, dated January 17, 2019 (Agreement) to provide professional engineering services for the design of the Waste Gas Flare Improvements at the Fresno-Clovis Regional Wastewater Reclamation Facility for as total fee of \$906,350; and

WHEREAS, City desires to expand scope of work including, but not limited to, provide additional engineering services; and

WHEREAS, due to the need for additional services, the parties desire to increase the total compensation by an additional \$24,681 to complete the expanded Scope of Work; and

WHEREAS, the City and the Consultant desire to extend the Agreement to March 31, 2022, to retain the Consultant's services through project completion; and

WHEREAS, with entry into this Amendment, Consultant agrees that Consultant has no claim, demands, or disputes against City.

AGREEMENT

NOW, THEREFORE, the City and the Consultant agree that the aforesaid Agreement be amended as follows:

1. **Exhibit A** of the Agreement is amended to expand the scope of services indicated in **Exhibit A2**, attached hereto and incorporated herein by reference.

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 March 31, 2022, 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 1170 consecutive calendar days from such authorization to proceed.”

3. 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 not to exceed Nine-Hundred Thirty-One Thousand and Thirty-One dollars (\$931,031), paid on a time and materials basis in accordance with the schedule of fees contained in the Agreement. Such fee includes all

expenses incurred by CONSULTANT in performance of the services.”

4. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant on January 17, 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

CAROLLO ENGINEERS, INC.,
A Delaware corporation

By: _____
Michael Carbajal, Director
Department of Public Utilities

DocuSigned by:
By: Eric Casares 1/25/2021
07A3080040D244D5...
Name: Eric Casares

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

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

DocuSigned by:
By: Kristi Costa 2/1/2021
A7A0A5E1A0B314E5...
Kristi M. Costa Date
Deputy City Attorney

DocuSigned by:
By: Michael Barnes 1/26/2021
007A4BB0A5A160...
Name: Michael Barnes

ATTEST:
YVONNE SPENCE, CRM MMC
City Clerk

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

By: _____
Yvonne Spence
Deputy Date

Attachment: Exhibit A2

EXHIBIT A2

ADDITIONAL PROFESSIONAL SERVICES

Scope of Services

The consultant shall revise the final project plans and specifications for the Waste Gas Flare project to the “original” naming convention on all equipment shown on the RWRP Piping and Instrumentation Diagrams.