

## SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Second 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 a total fee of \$906,350; and

WHEREAS, a First Amendment to the Agreement was executed on March 10, 2021 (First Amendment), extending the term of the Agreement to March 31, 2022, and increasing Consultant's compensation by an additional \$24,681 for a total fee of \$931,031, in order to complete the expanded Scope of Work; and

WHEREAS, City and Consultant desire to extend the term of the Agreement to January 31, 2023, to retain the Consultant's services through project completion; and

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

### AGREEMENT

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

1. The Recitals set forth above are incorporated herein by reference and made a part of this Second 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 January 31, 2023, 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 1476 consecutive calendar days from such authorization to proceed."

3. Except as otherwise provided herein, the Agreement, remains in full force

and effect.

IN WITNESS WHEREOF, City and Consultant have executed this Second 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: Thomas G. Mossinger, PE 11/12/2021  
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Name: Thomas G. Mossinger, PE

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: Pauline Brickey 11/15/2021  
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Pauline Brickey Date  
Deputy City Attorney

DocuSigned by:  
By: Michael Barnes 11/12/2021  
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Name: Michael Barnes

ATTEST:  
TODD STERMER, CMC, MMC  
City Clerk

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

By: \_\_\_\_\_  
Clerk Attesting  
Deputy Date