

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into effect the 17TH day of April, 2024, (Effective Date) amends the Agreement heretofore 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 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 increasing the Consultant's total to \$2,737,279, and an amended contingency amount not to exceed \$374,000; and

WHEREAS, the City and the Consultant desire to use the new labor rate for 2024 outlined in the Carollo 2024 Fee Schedule; and

WHEREAS, with entry into this Agreement, the Consultant agrees 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. **Exhibit A** of the Agreement is amended to update the schedule of fees as indicated in **Exhibit A2** attached hereto and incorporated herein by reference.

2. The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall not exceed \$2,737,279 including a contingency of \$374,000 paid on a time and material basis in accordance with the schedule of fees contained in **Exhibit A2**. Such fee includes all expenses incurred by the Consultant in performance of said services.

3. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant on May 31, 2023 and the First Amendment entered into on November 27, 2023, remains in full force and effect.

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

Carollo Engineers, Inc.,
a Delaware Corporation

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

By: Ryan Sellman
Name: Ryan Sellman

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

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

By: Angela M. Karst 4/19/24
Angela M. Karst Date
Senior Deputy City Attorney

By: Anne E. Prudhel
Name: Anne E. Prudhel

ATTEST:
TODD STERMER, CMC
CITY Clerk

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

By: Susan Mac 4-25-2024
Deputy Date
Susan Mac

Addresses:
CITY:
City of Fresno Attention:
Robert A. Diaz
Project Manager
747 R Street, 2nd Floor
Fresno, CA 93721
Phone: (559) 621-8837

CONSULTANT:
Carollo Engineers, Inc.
Attention: Ryan Sellman, Vice President
1401 Fulton Street, Suite 802
Fresno, CA 93721
Phone: (559) 436-6616
FAX: (559) 436-1191

**EXHIBIT A2
CAROLLO ENGINEERS, INC.
FEE SCHEDULE**

As of January 1, 2024

| | <u>Hourly Rate</u> |
|---|--------------------|
| Engineers/Scientists | |
| Assistant Professional | \$208.00 |
| Professional | 262.00 |
| Project Professional | 308.00 |
| Lead Project Professional | 324.00 |
| Senior Professional | 350.00 |
| Technicians | |
| Technicians | 156.00 |
| Senior Technicians | 227.00 |
| Support Staff | |
| Document Processing / Clerical | 133.00 |
| Project Equipment Communication Expense (PECE) Per DL Hour | 15.00 |
| Other Direct Expenses | |
| Travel and Subsistence | at cost |
| Mileage at IRS Reimbursement Rate Effective January 1, 2024 | \$0.67 per mile |
| Subconsultant | cost + 10% |
| Other Direct Cost | cost + 10% |
| Expert Witness | Rate x 2.0 |

This fee schedule is subject to annual revisions due to labor adjustments. Actual increase will be negotiated with the City and will not exceed 6%